

Mercer Quarterly Court.

O. A. KAYS,

PLAINTIFF,

-VS-

PETITION

H. D. BURNES,

DEFENDANT.

Plaintiff, O. A. Kays., states that the defendant, H. D. Burnes., by a writing dated February 28th, 1923, which he executed and delivered to plaintiff, and which is filed herewith as part hereof, marked " Exhibit A ", promised to pay to plaintiff One hundred--eighty dollars and five cents ( \$ 180.05 ) ten months after said date, to-wit: February 28th, 1923, with interest thereon at the rate of 6% per annum [REDACTED], until paid.

Plaintiff says that defendant has not paid said one hundred eighty dollars and five cents ( \$ 180.05 ), or any part thereof, or any interest thereon, and same is now due and owing this plaintiff and wholly unpaid.

Plaintiff states that this is an action ~~for~~ for the recovery of money due upon a contract; that the defendant has no property in this State subject to execution, or not enough thereof to satisfy the plaintiff's demand, and that the collection of the demand will be endangered by delay in obtaining judgment or a return of no property found.

WHEREFORE, plaintiff, O. A. Kays., prays judgment against the defendant, H. D. Burnes for one hundred eighty dollars and five cents ( \$ 180.05 ), ~~for~~ with interest thereon from February 28th 1923 until paid; for a general order of attachment against defendant's property; for his costs herein, and for all proper relief, both legal and equitable which he ~~may~~ appear to be entitled.

*Roy E. Gravens*  
Attorney for plaintiff.

O. A. Kays, states that he is the plaintiff in the above style case and that the statements in the foregoing petition are true to the best of his knowledge and belief.

Subscribed and sworn to before me this 26 day of November 1924.

*Roy E. Gravens*