

The affiant, G. P. Chinn, states that he is President of Twin Chimney Mining Co, a corporation under the Kentucky law;

That on the 22 day of January 1919, in its then name of Chinn Mineral Co, it leased to J. H. Marriott and Jas T. Gentry certain mineral lands in Mercer County by writing now of record in the Mercer County Court Clerk's office;

That thereafter on the day of <sup>1920</sup> ~~1919~~, said Marriott & Gentry assigned and transferred said lease to Heyward Mineral Co, a corporation under the Kentucky laws with its principal office and place of business at Nicholasville, Ky;

That said corporation went in to possession of said leased property and paid to the original lessor the payments due under said lease ~~and now remains in possession thereof;~~

That by the terms of said lease there was reserved to said Twin Chimney Mineral Co due and payable in money the sum of \$562.50 per month due and payable the 15th of each month for the preceding months;

That the said Heyward Minerals Co~~x~~ is indebted to said corporation for the following rentals on said mining property

|   |               |
|---|---------------|
| Due <del>July</del> August 15, 1922 for month of July | \$562.50      |
| Due Sept. 15, 1922 for month of August                | 562.50        |
| Due Octo 15, 1922 for month of September              | 562.50        |
| Due Nov. 15, 1922 for month of October                | <u>562.50</u> |
| Making a total due at this time of                    | \$2250.00     |

That rentals are accruing under said contract at the rate of \$562.50 per month. He states that he believes that unless an attachment is issued that ~~xxxxxxx~~ the corporation will lose its said rent.

*G. P. Chinn*

Subscribed and sworn to before me by G. P. Chinn, Nov. 20, 1922

*Paul D. Allen*  
*George*