

J. P. Ingram

Plaintiff

-v- Petition in equity

Jeff Vontree

Defendant

1. The Plaintiff states that the defendant is indebted to him in the sum of \$25.00 being the balance due on a promissory note dated the day of 1927 which is filed herewith as a part hereof, and with interest from the 1 day of Aug. 1927 until paid; said sum is past due, and is unpaid. He states that simultaneously with the execution and delivery of said note that the defendant executed to him a mortgage to secure the same which covered and conveyed to him one Buick touring car model 45 motor 96834 / that there are no other liens on said machine except those set out in this petition

2. The Plaintiff further states that he is engaged in Harrodsburg, Ky

in the business of furnishing and selling automobile parts, materials and supplies for the same; that at the instance and request of the defendant between August 2, 1927 and August 10, 1927 he sold furnished and delivered to the defendant materials, supplies, labor and parts to the amount of \$24.63 which amount he agreed and promised to pay him; that the same were actually used in, on and about and in the operation of one Buick Model 45 Touring Car, Motor # 96834; that thereafter on August 15, 1927 he filed in the Mercer County Court his affidavit setting out the furnishing of said materials, parts and labor, together with a copy of the account in allocating the same, and the same was there recorded; that said affidavit is filed herewith and made a part hereof; that on account of same he has a lien on said car for said sum of \$24.63 plus \$1.00 the cost of filing said affidavit and asserting said lien.

3. The Plaintiff states that this is an action to assert and enforce