

State of Oklahoma,)
Seminole County.)

SS

IN THE DISTRICT COURT THEREOF.

Farmers National Bank, a corp-)
oration of Wewoka, Oklahoma.)
Plaintiff.)

vs.)

No. _____

G. L. Howard)

Defendant.)

P E T I T I O N.

Comes now the plaintiff, and for its cause of action against the said defendant G. L. Howard, alleges and states:

Plaintiff states that it is a corporation duly organized and existing under and by virtue of the National Banking laws and doing a general banking business in the City of Wewoka, Seminole County, Oklahoma, and that said defendant G. L. Howard may be served with summons in said County.

Plaintiff further states that on the 29th day of June 1929, the defendant being indebted to the plaintiff, executed to said plaintiff his certain promissory note by the terms of which he became bound to pay to said plaintiff on or before the 29th day of July 1929, the sum of Thirty Eight Hundred Eighty Four and No/100 Dollars (\$3884.00), with interest thereon at the rate of 10% from maturity until paid, a copy of which said note is hereto attached marked Exhibit "A" and made a part hereof.

Plaintiff further states that said note is now long past due, owing and unpaid, and that the said defendant has failed neglected and refused to pay the same or any part thereof, and that it is specifically provided by said note, that in case same is placed in the hands of any attorney for collection that \$390.00 additional shall be added and collected from the said defendant, making an additional sum of \$390.00, due, owing and unpaid on said note.

Wherefore, plaintiff prays judgment against the said defendant G. L. Howard, on this its First Cause of action for the principal sum of \$3884.00, with interest thereon at the rate of 10% from December 29th, 1929, until paid, for \$390.00 attorney fees and all costs.

SECOND CAUSE OF ACTION.

Comes now the plaintiff and for its Second Cause of Action against the defendant alleges and states:

That the plaintiff adopts paragraph one and two of its first cause of action as fully and completely as if set forth herein.

Plaintiff further alleges that on the 30th day of September, the defendant being indebted to this plaintiff executed to the plaintiff his certain promissory note by the terms of which he became bound to pay to said plaintiff on or before the 29th day of October 1929, the sum of \$100.00, with interest thereon at the rate of ten per cent per annum from October 29th, 1929, until paid, a copy

of said note is hereto attached marked Exhibit "B" and made a part hereof.

Plaintiff further states that said note is now long past due, owing and unpaid, and that the said defendant has failed, neglected and refused to pay the same or any part thereof, and that it is specifically provided in said note, that in case the same is placed in the hands of an attorney for collection that \$10.00 additional shall be added and collected from the said defendant, making an additional sum of \$10.00, due owing and unpaid on said note.

Wherefore, plaintiff prays judgment against the said defendant G. L. Howard, on this its second Cause of Action for the principal sum of \$100.00, with interest thereon at the rate of ten per cent from December 29th, 1929, until paid, for \$10.00 attorney fees and all costs.

THIRD CAUSE OF ACTION.

Comes now the plaintiff and for its third cause of action against the defendant alleges and states:

That the plaintiff adopts paragraph one and two of its first cause of action as fully and completely as is set forth herein.

Plaintiff further alleges and states that on the 6th day of November 1929, the defendant being indebted to this plaintiff executed to the plaintiff his certain promissory note by the terms of which he became bound to pay to said plaintiff on or before the 29th day of December 1929, the sum of \$68.40, with interest thereon at the rate of ten per cent per annum from the 29th day of December 1929, until paid, a copy of which said note is hereto attached, marked Exhibit "C" and made a part hereof.

Plaintiff further states that said note is now long past due, owing and unpaid, and that the said defendant has failed, neglected and refused to pay the same or any part thereof, and that it is specifically provided in said note that in case the same is placed in the hands of an attorney for collection that \$7.00 additional shall be added and collected from the said defendant, making an additional sum of \$7.00, due, owing and unpaid on said note.

Wherefore, plaintiff prays judgment against the said defendant, G. L. Howard, on this its third cause of action for the principal sum of \$68.40, with interest thereon at the rate of 10% from December 29th, 1929 until paid, \$7.00, attorney fees and all costs of this action.

Attorneys for Plaintiff.