

RICHARD L. WHITE, § IN THE CIRCUIT COURT OF
 Plaintiff, § BALDWIN COUNTY, ALABAMA
 Vs. § AT LAW
JAMES E. KING, §
 Defendant. § NUMBER: 9988

Comes now the Plaintiff in the above styled cause and desiring the testimony of the Defendant, propounds the following interrogatories, to be answered by the Defendant under oath:

1. What is your name?
2. What is your address?
3. Are you the Defendant in this suit?
4. Where are you employed?

5. Did you enter into a contract with Plaintiff about November 20, 1970 as follows: "I Richard L. White am depositing \$500.00 with James E. King as earnest money on the sale of his house on gator drive. The sale price of this house is agreed to be approximately \$23,000.00 or the mortgage value plus \$4,000.00. With both the buyer and the seller dividing evenly the closing costs involved. With the two back payments being paid by the buyer and deducted from the total.

"This agreement will be binding on both parties involved with the exception being fraud on either party or the failure of the buyer to qualify for assumption of the loan or the loan for the balance of the down payment. In the latter cases the earnest money shall be immediately returnable to the party known as the buyer."

6. Did you sign this agreement?
7. Did Plaintiff deposit Five Hundred (\$500) Dollars with you as recited by the agreement?
8. Did Plaintiff state to you that he had failed or had been unable to qualify for the assumption of the loan, the subject of the agreement?
9. Did Plaintiff state to you that he had been unable to qualify for a loan for the balance of the down payment, the subject of the agreement?
10. Did you return Plaintiff's money of Five Hundred (\$500) Dollars?

11. If the answer to the above question is yes, attach a copy of the check or receipt showing the payment.

12. State the address of the property, the subject of the agreement.


13. Attach a copy of the deed or other document making title to you.

14. State the name of the person, firm or corporation having any security interest or mortgage against the property together with their address and the amount of the mortgage or lien on November 20, 1970.

15. State the amount of the back payments delinquent on the said mortgage on November 20, 1970.

16. Do you deny that you owe Plaintiff the Five Hundred (\$500) Dollars under the contract, the subject of this suit?

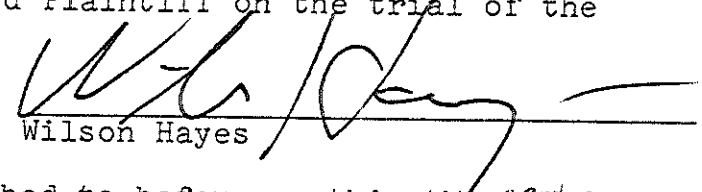
17. Do you owe Plaintiff any refund under the contract, the subject of this suit?



Attorney for Plaintiff
Wilson Hayes


STATE OF ALABAMA
BALDWIN COUNTY

Before me, Mary C. Stiers, a Notary Public in and for said County in said State, personally appeared Wilson Hayes, who being known to me, stated under oath that he is the Attorney for Plaintiff, Richard L. White, in this case; that the answers to the foregoing interrogatories when well and truly made will be material evidence for the said Plaintiff on the trial of the said cause.



Wilson Hayes

Sworn to and subscribed to before me this the 23rd day of September, 1971.



Mary C. Stiers, Notary Public
Baldwin County, Alabama

FILED

SEP 24 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

9988

Richard L. White

vs.

James E. King
Kings Gro.

928-5020

SEP 24 1971

TAYLOR WILKINS
SHERIFF

FILED

SEP 24 1971

EUNICE B. BLACKMON
CIRCUIT
CLERK

Sheriff claims
Ten Cents per mile Total \$
TAYLOR WILKINS, Sheriff

1000 miles at
10.00

on James E. King

By service on James E. King

TAYLOR WILKINS, Sheriff
D. S. Crook

100 miles

Received 24 day of Sept 1971
and on 28 day of SEPT. 1971

Served a copy of the writ in habeas corpus

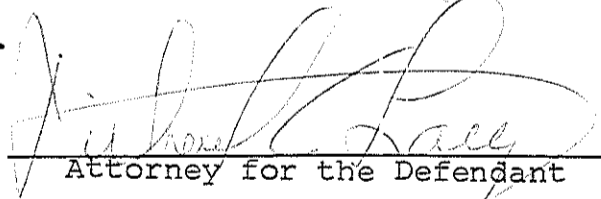
RICHARD L. WHITE,)	IN THE CIRCUIT COURT OF
)	
Plaintiff)	BALDWIN COUNTY, ALABAMA
)	
vs.)	AT LAW
)	
JAMES E. KING,)	CASE NO. 9988
)	
Defendant.)	

Comes now the Defendant in above styled cause and files this his answer to each and every count thereof as follows:

1. Not guilty.
2. The general issue
3. The Defendant is not guilty of the matters alleged in said Bill of Complaint.

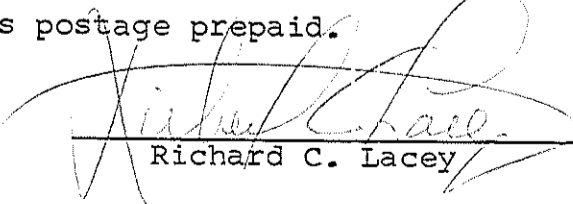
4. The Defendant avers that the Plaintiff did qualify for a lien by assuming the balance of the outstanding loan set forth in the agreement and that the Defendant agreed to a second mortgage to the Plaintiff for the balance of the purchase price which Plaintiff refused to execute.

The Defendant for recoupment claims of the Plaintiff the sum of FIVE HUNDRED DOLLARS (\$500.00) for that in accordance with the terms of the agreement entered into by the Plaintiff and the Defendant on, to-wit: November 20, 1970, the Defendant in reliance on said agreement made no further effort to sell the property or rent the property and as a result of the Plaintiff's refusal to comply with the terms of said agreement, suffered a loss of FIVE HUNDRED DOLLARS (\$500.00) rental.


 Attorney for the Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 8th day of November, 1972, served a copy of the foregoing pleading on Wilson Hayes, attorney for the Plaintiff, by mailing same by United States mail properly addressed, and first class postage prepaid.


 Richard C. Lacey

FILED

NOV 10 1972

EUNICE B. BLACKMON CIRCUIT CLERK

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon James E. King to appear within thirty days from the service of this Writ in the Circuit Court to be held for said County at the place of holding the same, then and there to answer the complaint of Richard L. White.

Witness my hand this 11th day of August, 1971.

Defendant may be served:

King's Grocery Store
Mullet Point
Baldwin County, Alabama

Eunice B. Blackmon
Clerk

RICHARD L. WHITE,	∩	IN THE CIRCUIT COURT OF
Plaintiff,	∩	BALDWIN COUNTY, ALABAMA
Vs.	∩	AT LAW
JAMES E. KING,	∩	
Defendant.	∩	NUMBER: <u>9988</u>

The Plaintiff claims of the Defendant FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS, as damages, for the breach of a written contract made, to-wit, November 20, 1970, wherein for a consideration of \$500.00 deposited with the Defendant by the Plaintiff, the Defendant agreed to sell to the Plaintiff a house and lot located on Gator Drive in Mobile County, Alabama, and by the terms of said agreement the Defendant agreed to return to the Plaintiff the \$500.00 deposited in the event that the Plaintiff could not qualify for a loan to purchase the house. The Plaintiff avers that he failed to qualify for the loan to purchase the house, and has made demand upon the Defendant for the return of his \$500.00 deposit, and the Defendant has breached the said agreement by failing or otherwise refusing to deliver up to the Plaintiff the \$500.00

sued for. **FILED**

AUG 11 1971

Wilson Hayes
Attorney for Plaintiff
Wilson Hayes

EUNICE B. BLACKMON CIRCUIT CLERK

848-12-71

9988

I served 12 day of Aug 1971
 and on 12th day of Aug 1971
 I served 2 copy of the within DCC
 on James E. King
 By service on James E. King
 TAYLOR WILKINS, Sheriff
 By Paul Gilbert D. S.
Mullet Point

Sheriff claims 100 miles at
 Ten Cents per mile Total \$ 10.00
 TAYLOR WILKINS, Sheriff
 BY DEPUTY SHERIFF

Richard L. White
 vs.
 James E. King

FILED
 AUG 17 1971
 FUNICE B. BLACKMON CIRCUIT CLERK
 AUG 12 1971
 TAYLOR WILKINS SHERIFF

Wilson Hayes

This document contains the original and a copy of the same. The original is being retained by the Sheriff's Office and a copy is being furnished to the County Clerk's Office. The original is being retained by the Sheriff's Office and a copy is being furnished to the County Clerk's Office. The original is being retained by the Sheriff's Office and a copy is being furnished to the County Clerk's Office.


TAYLOR WILKINS
 SHERIFF

RICHARD L. WHITE,)	IN THE CIRCUIT COURT OF
)	
Plaintiff,)	BALDWIN COUNTY, ALABAMA
)	
vs.)	AT LAW
)	
JAMES E. KING,)	NUMBER: 9988
)	
Defendant.)	

Comes now the Defendant in the above styled cause and files this his answer, under oath, to Interrogatories heretofore propounded by the Plaintiff as follows:

1. James E. King
2. Rte. 2, Box 173-A, Fairhope, Alabama
3. Yes.
4. Self-employed in King's Grocery.
5. Yes.
6. Yes.
7. Yes.
8. No.
9. Yes, and I agreed to give the \$4,000 second mortgage myself.
10. No.
11. Not applicable.
12. Rte. 1, Box 118-Z Gator Drive, Mobile, Alabama.
13. See attached.
14. Edwin J. Zimlich, Jr. and Vivian S. Zimlich, husband and wife, 4103 North Lake Circle, Mobile, Alabama; said account was collected through the American National Bank and Trust Company, Mobile, Alabama; estimated amount of mortgage indebtedness as of November 20, 1970, \$19,400.
15. Two payments in the amount of \$155.06 each.
16. Yes, I do deny that I owe the Plaintiff the \$500.00 under the contract, the subject of this suit.
17. I do not owe the Plaintiff any refund under the contract.

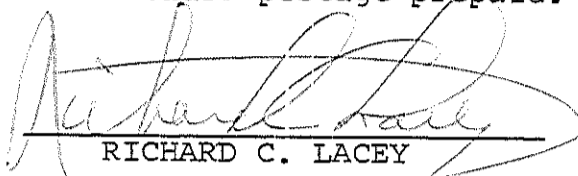
Sworn to and Subscribed Before Me
 this 1st day of October, 1971.


 JAMES E. KING


 NOTARY PUBLIC

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 1st day of October, 1971, served a copy of the foregoing answer to Wilson Hayes, counsel for the Plaintiff, by mailing the same by United States mail, properly addressed, and first class postage prepaid.


RICHARD C. LACEY

FILED

OCT 5 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

TO HAVE AND TO HOLD the same unto the said grantees for and during their joint lives and upon the death of one, the entire interest to the survivor in fee simple forever.

And the said grantor , for themselves their heirs, executors, administrators, successors and assigns, do hereby covenant with the said grantees, their heirs and assigns, that they are seized in fee simple of said property, that they are in the peaceable possession thereof, that said property is free and clear of all liens and encumbrances, and that they and their heirs, executors, administrators, successors and assigns, will forever warrant the title to and the possession of said property unto the said grantees, and unto the survivor thereof, and unto the heirs and assigns of such survivor, against the lawful claims of all persons whomsoever.

The unpaid balance of said purchase money is the sum of to-wit: Twenty Thousand and no/100 (\$20,000.00) Dollars

Dollars, and to secure the payment of which a lien upon the property above described is hereby reserved and is represented by the following promissory note:

The said sum of \$20,000.00 with interest thereon at the rate of 7% per annum from date on the unpaid balance, said principal and interest to be paid in 240 consecutive monthly installments of \$155.06 each, the first payment due and payable on the day of , 1969, and one payment on the same day of each consecutive month thereafter until the entire principal and interest is paid in full.

The said note being payable at the American National Bank and Trust Company, Mobile, Alabama. The grantees agree to pay to American National Bank and Trust Company a collection fee of \$1.50 at the time of each collection for the service of said bank in the collection of this note.

By accepting this conveyance the grantees, for themselves, and their heirs and assigns, hereby agree for so long as any part of said purchase money, or the interest thereon, remains unpaid, as follows:

1. To pay said note and the interest thereon promptly upon maturity.

2. If there are any buildings now on said property, or if any buildings are hereafter erected thereon, to keep same in good repair and insured against fire and extended coverage in an amount not less than the balance due on the note secured by this vendor's lien deed, or the insurable value of the property, whichever is the lesser, by policies made payable to and deposited with the grantor.

3. To pay promptly all taxes, assessments, liens or other charges which may hereafter become effective against said property, together with all penalties, costs, and other expenses incurred, or which may accrue, in connection therewith.

4. That if the grantor shall, upon the happening of any default hereunder, resort to litigation for the recovery of the sums hereby secured, or employ an attorney to collect said sums, or in the event of the bankruptcy of the grantee, and grantor employ an attorney for any purpose in connection with the collection of the sum secured hereby, the grantee will pay all reasonable costs, expenses and attorneys' fees thus incurred, and said costs, expenses and attorneys' fees, and any other sum or sums due the grantor by virtue of any of the special liens herein declared, may be included in any judgment or decree rendered in connection with said litigation; in the event of bankruptcy and no judgment or decree is entered, yet the grantee will pay the fee of the grantor in such proceedings.

5. That if the grantee fail to perform any of the duties herein specified the grantor may perform the same, and for any sums expended by the grantor in this behalf the grantor shall have an additional lien, secured by these presents, on said property.

6. That upon the happening of a default in the payment of that certain promissory note, or of any installment of interest thereon,

or upon any default in the performance of any of the obligations herein imposed on the grantee, the grantor shall have the right to sell said property at public outcry in front of the Court House of Mobile County, in the City of Mobile, Alabama, for cash, to the highest bidder, after giving thirty days' notice of the time and place of sale, and a description of the land to be sold, by an advertisement published once a week for three successive weeks in a newspaper published in the County of Mobile; to make proper conveyance to the purchaser; and the proceeds of said sale to apply, first to the payment of the costs of said sale, including a reasonable attorneys' fee, and a reasonable auctioneer's fee; second, to the payment of the amount of said principal note, whether due or not, with the unpaid interest thereon to date of sale, and any amount that may be due the grantor by virtue of any of the special liens herein declared; and third, the balance, if any, to pay over to the said grantee.

7. That at any sale under the powers herein the grantor may bid for and purchase said property like a stranger hereto.

8. That the word grantor, wherever herein used, is intended also to include the heirs and assigns of the grantor.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 25 day of April 1969

[Signature]

 EDWIN J. ZEPHARY, JR.

 (SEAL)
 HENRY W. SIMMONS

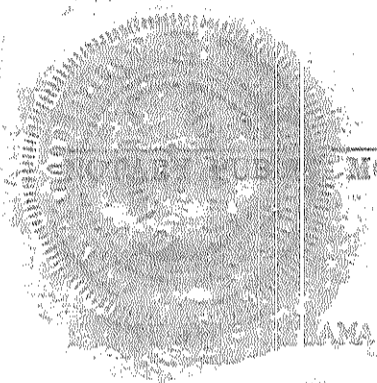
[Signature]

 (SEAL)
 SHIRLEY D. KING

STATE OF ALABAMA
COUNTY OF MOBILE

I, _____, a notary public
in and for said state and county, hereby certify that Edwin J. Zimlich, Jr. and
Vivian S. Zimlich, husband and wife
whose names are signed to the foregoing instrument, and who are known
to me, acknowledged before me on this day, that being informed of the contents of said
instrument, was executed the same voluntarily on the day the same bears date.

Given under my hand this the _____ day of _____ 1969

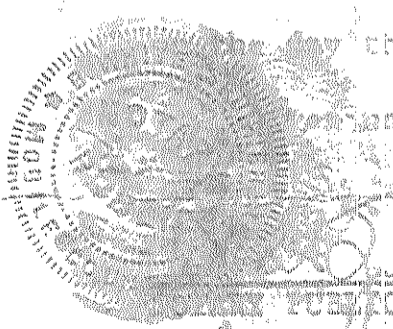


COUNTY OF MOBILE

I, Robert J. King, a notary public

in and for said state and county, hereby certify that James E.
King and Shirley L. King, husband and wife, whose names are
signed to the foregoing instrument and who are known to me,
acknowledged before me on this day, that being informed of the
contents of said instrument, was executed the same voluntarily
on the same bears date.

Given under my hand this the 25 day of April 1969.



RECORD FEE
STATE OF ALA. MOBILE CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

APR 30 3 57 PM '69

RECORDED & INDEXED
OFFICE TAX \$4.00
OPEN PG OR THIS INSTRUMENT
John L. McEachern
Notary Public

ROBERT J. KING, NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

RECEIVED
FEDERAL BUREAU OF INVESTIGATION
U. S. DEPARTMENT OF JUSTICE
WASHINGTON, D. C. 20535
MAY 15 1964



CONFIDENTIAL

TO : SAC, NEW YORK

FROM : SAC, PHOENIX

SUBJECT: [Illegible]

[Handwritten signature]

COUNCIL OF MEMBERS



8866

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COUNCIL OF MEMBERS

BOARD OF INVESTIGATION

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RICHARD L. WHITE,
Plaintiff
VS.
JAMES E. KING,
Defendant.

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IN THE CIRCUIT COURT
OF
BALDWIN COUNTY, ALABAMA

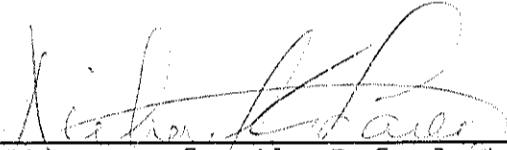
AT LAW

CASE NO. 9988

DEMURRER

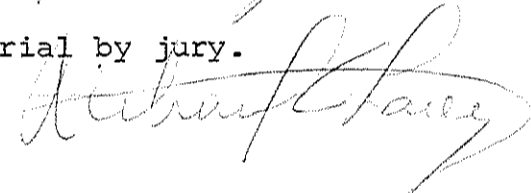
Comes now the Defendant in the above-styled cause and demurs to said Bill of Complaint as follows:

1. The Complaint fails to state the cause of action.
2. The Complaint does not state sufficient facts to support a cause of action.
3. The Complain is multifarious.
4. The Complaint is vague and unclear.



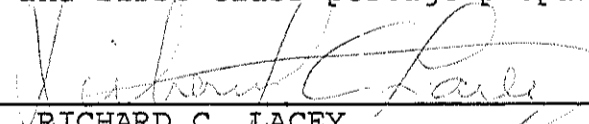
Attorney for the Defendant

The Defendant respectfully demands trial by jury.



CERTIFICATE OF SERVICE

I do hereby certify that I have on this 26th day of August, 1971, served a copy of the foregoing demurrer on LEON G. DUKE, Attorney at Law, by mailing the same by United States mail, properly addressed, and first class postage prepaid.



RICHARD C. LACEY
Attorney for Defendant
Fairhope, Alabama

FILED

AUG 27 1971

EUNICE B. BLACKMON CIRCUIT CLERK