RICKARBY & BENTON

ATTORNEYS AT LAW

E. G. RICKARBY DANIEL A. BENTON P. O. BOX 471 FAIRHOPE, ALABAMA 36532 TELEPHONE (205) 928-2308

. August 4, 1971

2897

Mr. Wm. H. Gwaltney Box 24 Robertsdale, Alabama 36567

Inre: Funds for Education, Inc.,

v. Wm.H. Gwaltney Our File #67-342

Dear Sir:

Temperature and a second

Today I got a letter from Mrs. Eunice Blackmon in regard to the costs in the above referenced matter.

You will remember that on September 3, 1970, you came in and paid me \$701.83 on the judgment in this case and agreed to pay the costs direct. Mrs. Blackmon now writes that she has not received these costs and I had told you that I would satisfy the judgment when the costs are paid.

For your convenience I am sending you a copy of this certificate of judgment. Please straighten out the costs with Mrs. Blackmon, the Clerk.

Yours very truly,

E. G. Rickarby

EGR:h

cc: Mrs. Eunice Blackmon Mr. Kenneth Cooper

9/3/71

875 ELM STREET

MANCHESTER, N. H. 03101 April 21, 19670 -

20 2 2

Baldwin County Circuit Court

Bay Minette, Ala.

TO WIGGIN, NOURIE, SUNDEEN, NASSIKAS & PINGREE

FOR PROFESSIONAL SERVICES AND EXPENDITURES

1970 Feb.	16	Re: Funds for Education, Inc. v. Gwaltney and Gwältney (Plaintiff & Defendant)	150	00
:				
:		MAY 1 3 1970		
		ALICE J. DUCK REGISTER		

Mailing Address P.O. BOX 471

CODE 205 Telephone: 928-9836

E. G. RICKARBY

35 South Section Street Fairhope, Alabama 36532

December 4, 1967

1897

Mrs. Alice Duck Clerk of the Circuit Court Bay Minette, Alabama 36507

Dear Mrs. Duck:

Inre: Funds for Education, Inc.
Vs: William H. & Delta Gwaltney

File: 67-342

Enclosed find Summons & Complaint in the above styled cause, together with itemized and verified statement of account and \$25.00 deposit for costs.

Please process and oblige and hand copy of same to Sheriff.
Thanks.

Yours very truly,

jlb Encls. cc: Client 12-14-67

FUNDS FOR EDUCATION, INC.,	Ĭ	IN THE CIRCUIT COURT OF
A Corporation,	Ĭ	BALDWIN COUNTY, ALABAMA
Plaintiff,	Ŏ	AT LAW
Vs.	Ĭ	CASE NO. <u>7897</u>
WILLIAM H. GWALTNEY and DELTA GWALTNEY,	X	
Defendants.	Ĭ	

Comes now the Defendants in this cause, and propounds the following interrogatories to Paul V. Carrie, whose testimony, when taken, will be material evidence for the Defendants on the trial of this cause, to-wit:

- l. If your answer is in the affirmative to question 2 submitted by the Plaintiff, then:
 - A. When did you obtain the original instrument?
 - B. From whom did you obtain it?
 - C. What was the actual amount of cash paid for it? Then attach a xerox copy of the amount paid.
 - D. Was the instrument witnessed by anyone?
 - E. If your answer to paragraph D, above, is in the affirmative, then give the (1) name of the witness and (2) his current mailing address.
 - F. Give the date the original instrument was signed by the defendants in this cause.
- 2. If your answer to question 3 submitted by the Plaintiff is affirmative, then:
 - A. When did Plaintiff pay the \$800.00 to Massey Business college?
 - B. To whom was payment made?
- 3. If your answer is in the affirmative to question 4 of the Plaintiff, then:

- A. Was a policy actually issued upon the terms of paragraph 3?
 - B. To whom was the policy issued?
 - C. Who was the insured?
 - D. Attach copy of the insurance policy.
- If your answer to question 5 is in the affirmative, then explain just how such compliance takes place?
 - 5. If your answer to question 6 is in the affirmative, then:
 - A. List, separately, each provision which was not complied with by the Defendants.
- 6. Give the name, and residence of Plaintiff's agent, servant or employee who secured the alleged Agreement from the Defendants.
 - 7. Where was the Agreement signed?
 - 8. Who was present at the time of signing the instrument?
- 9. What was the time of the Defendant's actually signing the alleged Agreement?
- 10. Did your agent tell the Defendants, just prior to signing the alleged instrument, that if Glen Gwaltney was to be drafted into the military service, he would secure a deferment, at least until he completed his schooling?
- 11. Did your agent assure the Defendants, before they each signed the Education Loan Plan Agreement, that if the student, Glen Gwaltney, was drafted into the military service, then the Gwaltneys would not owe anymore money on the Agreement?

I have mailed a copy of the foregoing to How Elleoth Co. Richardy. Fambope ala-var this 4th day of Da 1969 Lewelle Coper attorney for Defendants

DEC 4 1969

FUNDS FOR EDUCATION, INC., A Corporation.	Ĭ	IN THE CIRCUIT COURT OF
<u>.</u>	Ĭ	BALDWIN COUNTY, ALABAMA
Plaintiff,	Ĭ	AT LAW
Vs.	Ĭ	CASE NO.
WILLIAM H. GWALTNEY and DELTA GWALTNEY,	Ĭ	
Defendants.	ď	

STATE OF ALABAMA COUNTY OF BALDWIN

Before me, James H. James, a Notary Public in and for said State and County, personally appeared Kenneth Cooper, who being by me first duly sworn, deposes and says that he is the attorney for the Defendants, William H. Gwaltney and Delta Gwaltney, individuals; that the witness, Paul V. Carrier, whose testimony is to be taken, is a non-resident of the State of Alabama, residing in Manchester, New Hampshire; that the witness, Paul V. Carrier, is a material witness for the Defendants and his evidence to be secured by this deposition will be material evidence for the Defendants in the trial of this cause.

KENNETH COOPER, AFEXANT

Sworn to and Subscribed before me this

day of December, 1969.

MOUNDY DITELL

My Commission Expires:

Flan maled a copy of foregoing to Hon Elhott to Ridbardy, Fairhope, ale. 1969

DEC 4 1960

ALGE J. DION CLERK REGISTER loge sugard maled

FUNDS FOR EDUCATION, II A Corporation,	NC.,	
그리고 지금 네 뚫었다면서 하다		IN THE CIRCUIT COURT OF
Plaintiff,	$ar{\mathbf{x}}$	BALDWIN COUNTY, ALABAMA,
VERSUS	$\hat{\mathbf{x}}$	AT LAW.
WILLIAM H. GWALTNEY and DELTA GWALTNEY,	x	CASE NO. 7897
Defendants.	X	

Now comes the Plaintiff and propounds interrogatories to Mr. Paul V. Carrier, whose testimony, when taken, will be material evidence for the Plaintiff on the trial of the above cause.

- 1. Please state your name, residence, occupation and position of employment.
- 2. Do you have the original instrument sued on in the above mentioned case? If so, produce and have the Commissioner mark it for identification.
- Did Plaintiff comply with Paragraph 1 of agreement sued on? If so, identify and attach evidence of payment.
- 4. Did Plaintiff comply with Paragraph 3 of agreement? If so, attach notification from insurance company that insurance was placed.
- 5. Did Plaintiff comply with all of agreement's provisions on their part?
- 6. Did the Defendant comply with all of the agreements provisions on their part?
 - 7. What provisions did they fail to comply with?
- What is still owed on this agreement, excluding attorney's fees?

CERTIFICATE OF SERVICE

This is to certify that I have this day served counted for the opposing party in the foregoing matter with a copy of this plateling by depositing in the United States Mill a copy of some in an envelops with adaptrate postings proposed the ein and pipuly69...

saciesies. day of _____low E. G. RICKARBY

> la Attorney for P. O. Box 471, Fairhope, Ala, 35532

NOV 26 1959

ALIGE I. DECE RECETER

STATE OF ALABAMA
Baldwin County

Circuit Court

TO Headley G. Pingree, Attorney at Law 875 Elm Street Manchester, New Hampshire

KNOW YE: That we, having full faith in your prudence and competency, have appointed you Commissioner, and by these presents do authorize you, as such time and place as you may appoint, to call before you and examine

Paul V. Carrier

a witness in behalf of Plaintiff
Circuit Court in Baldwin County, of said State, wherein

in a cause pending in our

Funds for Education, Inc., a corp.

, Complaintant

and

William H. Gwaltney and Delta Gwaltney

Respondent

on oath, to be by you administered, upon Headley G. Pingree
to take and certify the deposition of the witness and return the same to our Court, with all convenient speed, under your hand.

Witness

26th day of November

, 1969

Register

Commissioner's Fee, \$

Witness' Fees, \$

FUNDS FOR EDUCATION, INC., A Corporation,	IN THE CIRCUIT COURT OF
Plaintiff,	BALDWIN COUNTY, ALABAMA,
VS.	AT LAW.
WILLIAM H. GWALTNEY and DELTA GWALTNEY,	CASE NO. 7897
Defendants.	X

NOMINATION OF COMMISSIONER

The name of Headley G. Pingree, Attorney at Law, 875 Elm Street, Manchester, New Hampshire, is suggested as a fit and suitable person to take down the answers to the Interrogatories hereto attached; and

It is requested that a Commission be issued to him for that purpose.

E. G. Rickarby, Attorney for Plaintiff.

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for the opposing party in the foregoing matter with a copy of this pleading by depositing in the United States Mill a copy of same in an envelope with adequate postage prepaid the eon and properly

addressed. ...day of

G. RICKARBY E.

P. O. Box 471, Fairhope, Ala 35532

MOV 26 1969

CLERK REGISTER

FUNDS FOR EDUCATION, INC.,	χ
a Corporation,	IN THE CIRCUIT COURT OF
Plaintiff,	BALDWIN COUNTY, ALABAMA,
VS.	AT LAW.
WILLIAM H. GWALTNEY and DELTA GWALTNEY,	CASE NO. 7897
Defendants.	χ̈́

STATE OF ALABAMA, COUNTY OF BALDWIN.

Before me, Jacqueline Burtnett, a Notary Public in and for said State and County, personally appeared E. G. Rickarby, who being by me first duly sworn, deposes and says that he is the attorney for the Plaintiff, Funds for Education, Inc., a Corporation; that the witness, Paul V. Carrier, whose testimony is to be taken, is a non-resident of the State of Alabama, residing in Manchester, New Hampshire; that the witness, Paul V. Carrier, is a material witness for the Plaintiff and his evidence to be secured by this deposition will be material evidence for the Plaintiff in the trial of this cause.

Rickarby, Affiant

Sworn to and Subscribed before me this the Jarday of

certificate of service

This is to certify that I have this day served counsel for the opposing party in the foregoing matter with a copy of this plead 3 by depositing in the United States Mull a copy of same in ... envelope with adequate postage Brepaid the eun and propay addressed. This tay of day

G. RICKARBY

Attorney for P. O. Box 471, Fairhope, Ala. 36392

NOV 26 1969

LE LESSE RECESTER

FUNDS FOR EDUCATION, INC., A Corporation,)	IN THE CIRCUIT COURT OF
Plaintiff,)	BALDWIN COUNTY, ALABAMA
V.)	AT LAW
WILLIAM H. GWALTNEY and DELTA GWALTNEY,)))	CASE NO. 7897
Defendants.	j	

ANSWERS TO INTERROGATORIES

NOW COMES Paul V. Carrier, of Manchester, County of Hillsborough and State of New Hampshire, in answer to the interrogatories submitted by the Plaintiff herein and propounded by Hedley G. Pingree, of said Manchester, as Commissioner by Order of the Circuit Court of Baldwin County, State of Alabama, November 26, 1969, being duly sworn does depose and say as follows:

 Question: State your name, residence, occupation and position of employment.

Answer: Paul V. Carrier of 2125 Elm Street, Manchester, New Hampshire. I am President of Funds for Education, Inc.

Question: Do you have the original instrument sued on in the above mentioned case? If so, produce and have the Commissioner mark for identification.

Answer: I do not have the original agreement, it was forwarded to E. G. Rickarby, Esquire, on December 13, 1967.

3. Question: Did Plaintiff comply with Paragraph 1 of agreement sued on? If so, identify and attach evidence of payment.

Answer: Yes. I produced cancelled check No. 6682 of Funds for Education, Inc., drawn on the Amoskeag National Bank of Manchester, New Hampshire, and payable to the order of Massey Business College, 148 East Seventh Street, Jacksonville, Florida, dated June 20, 1966, in the amount

WIGGIN, NOURIE, SUNDEEN, NASSIKAS & PINGREE, MANCHESTER, NEW HAMPSHIRE

of \$800.00. Check No. 6682 was marked for identification Plaintiff's Exhibit No. 1.

4. Question: Did Plaintiff comply with Paragraph 3 of agreement? If so, attach notification from insurance company that insurance was placed.

Answer: Yes, insurance coverage was provided under a Creditor

Group Life Policy No. CU-62427 by the Washington National

Insurance Company, Evanston, Illinois. Certified copy of
the policy produced and marked for identification as

Plaintiff's Exhibit No. 2.

5. Question: Did Plaintiff comply with all of agreement's provisions on their part?

Answer: Yes.

6. Question: Did the Defendant comply with all of the agreement's provisions on their part?

Answer: No.

7. Question: What provisions did they fail to comply with?
Answer: Paragraphs 2 and 6 of the Educational Loan Plan Agreement.

8. Question: What is still owed on this agreement, excluding attorney's fees?

Answer: \$701.83, together with interest from March 29, 1967, at the maximum rate allowed by law.

Deponent

STATE OF NEW HAMPSHIRE Hillsborough, SS.

February // , 1970

Personally appeared before me, Hedley G. Pingree, Commissioner to take interrogatories, Paul V. Carrier, and the above questions were

WIGGIN, NOURIE, SUNDEEN, NASSIKAS & PINGREE, MANCHESTER, NEW HAMPSHIRE

propounded and the above answers given under oath.

Hédley J. Pingree, Commissioner

STATE OF NEW HAMPSHIRE Hillsborough, SS.

Subscribed and sworn to, before me.

Doris a. Anderson Notary Public

ALIGI & DIBY CLERK

Certificate of Life Insurance Protection

CREDITOR-DEBTOR INSURANCE



PAN

EVANSTON. ILLINOIS

This is to Certify that

WILLIAM H. GWALTNEY

is insured under and subject to the provisions of a policy of creditor group life insurance issued by the Washington National Insurance Company of Evanston, Illinois, to the Creditor designated below. In the event of more than one debtor for the same indebtedness, only the principal debtor first named on the Creditor's records shall be eligible for insurance hereunder.

DEATH BENEFIT

Upon receipt of due proof of the death of the debtor named above who was accepted by the Creditor under its Investment-In-Education plan of installment repayment, except by suicide, whether sane or insane, within a period of two (2) years from the date the debtor becomes insured under the said policy of creditor group life insurance, the Company will pay to the Creditor an amount equal to such debtors' initial indebtedness, less any payments on the principal which have been made by the debtor. Initial indebtedness shall be the sum of the actual amounts of payments on behalf of the student and shall not include any interest thereon. Any Death Benefit payment shall be less the total of the monthly payments which may have been made to the Creditor under the Total and Permanent Disability Benefit provision.

Initial Amount of Indebtedness \$800

SCHEDULE Term of Insured Indebtedness 6/20/66 - 5/20/68

Premium Contribution of Insured Debtor

\$12.05

EXCEPTIONS

Late payment charges, collection costs, and attorney's fees are not covered hereunder.

FUNDS FOR EDUCATION, INC.

Creditor

6/20/66 Date....

WASHINGTON NATIONAL INSURANCE COMPANY

F 5045

- OVER -

I certify that this is a true copy of the Creditor - Debtor Insurance Policy issued to William H. Gwaltney.

January 20, 1970

My commission expires 12/1/74

TOTAL AND PERMANENT DISABILITY BENEFIT

If the debtor named herein becomes totally and permanently disabled for 6 consecutive months except from causes relating to attempted suicide occurring within a period of two (2) years from the date the debtor becomes insured under the said policy of creditor group life insurance and is prevented thereby from engaging in any occupation or employment for wage or profit because of accidental bodily injury or sickness occurring after the effective date of his insurance, the Company will pay to the Creditor the regular monthly payments which the debtor has agreed to make to the Creditor, including payments which have become due during the first 6 months of such total and permanent disability. These payments will continue during the period of such disability until the indebtedness is discharged, except that in the event of the death of the insured debtor during total and permanent disability, such Total and Permanent Disability Benefits shall lease. A debtor who is not on active duty in his regular occupation on a full time basis on the date the indebtedness was incurred will not be covered for Total and Permanent Disability Benefits hereunder.

In case of claim under this Total and Permanent Disability Benefit, written notice of sickness or injury must be given to the Washington National Insurance Company in Evanston, Illinois, or to any authorized agent of the Company, within 20 days after the date when such sickness or injury occurs. Failure to give notice within this time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

Written proof of loss under this Total and Permanent Disability Benefit must be furnished to the Insurance Company within 90 days after the date that the insured debtor is considered to be totally and permanently disabled. Failure to furnish such proof within such time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof and that such proof was furnished as soon as was reasonably possible.

The Company will furnish to the insured debtor claim forms for filing proof of loss under this Total and Permanent Disability Benefit.

All accrued total and permanent disability benefits for which due proof has been submitted will be payable at the expiration of each 30 days during the continuance of the period for which the Company is liable, and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

The Company, at its own expense, has the right to examine an insured debtor when it may reasonably require to do so during the pendency of a total and permanent disability claim.

TERMINATION OF INDIVIDUAL DEBTOR COVERAGE

The insurance on a debtor shall automatically terminate under any of the following conditions:

- a. The indebtedness insured hercunder is discharged.
- b. The premium for the debtor's insurance is not paid when due, or within the grace period.
- c. The group policy terminates.
- d. At the end of the policy month in which the debtor has failed to make his regular payment to the Creditor, unless the Company is making such payments under the Total and Permanent Disability Benefit provision, or unless the Creditor, acting on an uniform basis precluding individual selection, continues the insurance for debtors in default by the payment of premium, but in no event for more than 6 months.

LEGAL ACTIONS

No action at law or in equity shall be brought to recover under the Total and Permanent Disability Benefit prior to the expiration of 60 days after proof of loss has been filed in accordance with the requirements of the policy, and no such action shall be brought at all unless brought within two years from the expiration of the time within which proof of loss is required by the policy.

I will need \$500.00 to cover tuition and other expenses of: Repayment will be made in _______ monthly installments. These funds should be paid to the school as required. The student will enter class on 20 Jail GC and his her course of study will extend over approximately months. DELTA H. IUSBAND OR WIFE) (PRINT) Flome Address: 1945-1966 SECE EMPLOYER Spouse's income \$ 25.2 CROON PCICACRT TR (YEARS THERE) BOLDWIN HATINIAL INSURANCE QUESTIONS I enclose with this application 3. Month, day and year of birth: 1. Have you, the parent, been turned a \$10.00 fee down for accident and sickness or life to cover the cost of processin MAY 6, 1911 insurance within the past ten years by itatements in this application are true to the any insurance company? () Yes. (No. best of my knowledge and belief, and I agree they 4. What is your height? 5 ft., 6 in. shall be the basis for your extension of credit to 2. Have you, the parent, professionally me and for your procurement of insurance covconsulted or been treated by a doctor What is your weight? 1.30 erage on my life and health. within the past two years for your heart, high blood pressure, cancer, dia-(PARENT SPONSOR MUST SIGN betes, paralysis, or any disease of the 5. Are you now in good health? mental, nervous, genito-unnary Send mail to: Home M Office Date: digestive systems? () Yes. &

EFFECTIVE

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What happens if I die? years of age. Financial y responsible parents under 60 disability will be returned. Who may use an Education Loan Plan?

Fands are advanced when school bills are When are funds advanced?

the sponior is included in each Plan insurance covering the life and health of is insurance provided?

If you are totally disabled 6 consecutive what happens if i become disabled? ance Commissioner of New Hampshire. ander schedules on file with the Insurunder the terms of a group policy maintional Bank, Manchester, N. H.

pank reference: The Amoskeag Na-

Insurance Company, Evanston, III. Its

vided by the Washington National

men. Its insurance, coverage is pro-

tindnce company, it employs no sales-

connection with any small loan or

versifies. Funds For Education has no

than 800 schools, colleges and uniare now using its facilities at more

stitutions. Students from all 50 states

of nationally known educational in-

tablished in March, 1960, by trustees

ENNDS FOR EDUCATION was es-

our insurers until you have recovered,

mourns, your payments will be made by

Also, the payments you made during your

advanced and your indebtedness can-All funds called for in your Plan will be

On the date our first advance is made. When will my insurance coverage begin? tions in the Application are satisficatory. Not if your answers to our health ques-Is an examination required for insurance?

When our first advance is made. When will my first payment be due?

NIDOZYSLI GINNA

ALLIM ELLOD > 01

and locality in which you live. One to two weeks, depending on the state How much time is required for approval?

JACKSONVILLE, FLA. **WASSEY BUSINESS COLLEGE**

available to parents of students at

EDUCATION LOAN PLANS

HONDS HOK EDUCATION

7 ELES - 11 1970

FUNDS FOR EDUCATION, INC.

A Corporation,

Plaintiff,

BALDWIN COUNTY, ALABAMA

V.

WILLIAM H. GWALTNEY and

DELTA GWALTNEY,

Defendants.

Defendants.

ANSWERS TO INTERROGATORIES

NOW COMES Paul V. Carrier, of Manchester, County of Hillsborough and State of New Hampshire, in answer to the interrogatories submitted by the Defendants herein and propounded by Hedley G. Pingree, of said Manchester, as Commissioner by Order of the Circuit Court of Baldwin County, State of Alabama, December 4, 1969, being duly sworn does depose and say as follows:

1. Question: If your answer is in the affirmative to question 2 submitted by the Plaintiff, then:

A. When did you obtain the original instrument?

Answer: May 16, 1966

B. From whom did you obtain it?

Answer: William H. Gwaltney and Delta Gwaltney.

C. What was the actual amount of cash paid for it?

Answer: None

D. Was the instrument witnessed by anyone?

Answer: Not known

E. If your answer to paragraph D, above, is in the affirmative, then give the (1) name of the witness and (2) his current mailing address.

Answer: Not propounded.

F. Give the date the original instrument was signed by the defendants in this cause.

Answer: May 12, 1966.

WIGGIN, NOURIE, SUNDEEN, NASSIKAS & PINGREE, MAN

2. Question: If your answer to question 3 submitted by the Plaintiff is affirmative, then:

A. When did Plaintiff pay the \$800.00 to Massey Business College?

Answer: June 20, 1966.

B. To whom was payment made?

Answer: Massey Business College.

3. Question: If your answer is in the affirmative to question 4 of the Plaintiff, then:

A. Was a policy actually issued upon the terms of paragraph 3?

Answer: Yes.

B. To whom was the policy issued?

Answer: William H. Gwaltney.

C. Who was the insured?

Answer: William H. Gwaltney.

D. Attach copy of the insurance policy.
(Copy of insurance policy was produced and was marked for identification Defendants' Exhibit No. 1)

4. Question: If your answer to question 5 is in the affirmative, then explain just how such compliance takes place?

Answer: Debtor's Application requesting funds was filed. (The application was produced and marked for identification as Defendants' Exhibit No. 2.) The funds were advanced to Massey Business College as required in Paragraph 1 and deposited by Massey Business College as evidenced by cancelled check No. 6682 in the sum of \$800.00. Insurance coverage was provided as required in Paragraph 3.

5. Question: If your answer to question 6 is in the affirmative, then:

A. List, separately, each provision which was not com-

plied with by the Defendants.

Answer: Defendants did not comply with paragraphs 2 or 6 of the Education Loan Plan Agreement.

6. Question: Give the name, and residence of Plaintiff's agent,
servant or employee who secured the alleged Agreement
from the Defendants.

Answer: None, Plaintiff has no salesmen; applications are received by mail.

7. Question: Where was the Agreement signed?

Answer: I do not know.

8. Question: Who was present at the time of signing the instrument?
Answer: I do not know.

9. Question: What was the time of the Defendant's actually signing the alleged Agreement?

Answer: I do not know.

10. Question: Did your agent tell the Defendants, just prior to signing the alleged instrument, that if Glen Gwaltney was to be drafted into the military service, he would secure a deferment, at least until he completed his schooling?

Answer: No answer.

11. Question: Did your agent assure the Defendants, before they each signed the Education Loan Plan Agreement, that if the student, Glen Gwaltney, was drafted into the military service, then the Gwaltneys would not owe anymore money on the Agreement?

Answer: No answer.

Deponent

STATE OF NEW HAMPSHIRE Hillsborough, SS.

February 11, 1970

Personally appeared before me, Hedley G. Pingree, Commissioner to take interrogatories, Paul V. Carrier, and the above questions were propounded and the above answers given under oath.

Hedley G. Fingree, Commissioner

STATE OF NEW HAMPSHIRE Hillsborough, SS.

February 1/, 1970

Subscribed and sworn to, before me.

Notary Public

WIGGIN, NOURIE, SUNDEEN, NASSIKAS & PINGREE, MANCHESTER, NEW HAMPSHIRE

Certificate of Life Insurance Protection CREDITOR-DEBTOR INSURANCE



EVANSTON, ILLINOIS

This is to Certify that

WILLIAM H. GWALTNEY

is insured under and subject to the provisions of a policy of creditor group life insurance issued by the Washington National Insurance Company of Evanston, Illinois, to the Creditor designated below. In the event of more than one debtor for the same indebtedness, only the principal debtor first named on the Creditor's records shall be eligible for insurance hereunder.

DEATH BENEFIT

Upon receipt of due proof of the death of the debtor named above who was accepted by the Creditor under its Investment-In-Education plan of installment repayment, except by suicide, whether sane or insane, within a period of two (2) years from the date the debtor becomes insured under the said policy of creditor group life insurance, the Company will pay to the Creditor an amount equal to such debtors' initial indebtedness, less any payments on the principal which have been made by the debtor. Initial indebtedness shall be the sum of the actual amounts of payments on behalf of the student and shall not include any interest thereon. Any Death Benefit payment shall be less the total of the monthly payments which may have been made to the Creditor under the Total and Permanent Disability Benefit provision.

SCHEDULE

Initial Amount of Indebtedness \$800

Term of Insured Indebtedness 6/20/66 - 5/20/68 Premium Contribution of Insured Debtor

\$12.05

EXCEPTIONS

Late payment charges, collection costs, and attorney's fees are not covered hereunder,

FUNDS FOR EDUCATION, INC.

WASHINGTON NATIONAL INSURANCE COMPANY

Creditor

6/20/66

Freston Kendal

F 5045

- OVER -

I certify that this is a true copy of the Creditor - Debtor Insurance Policy issued to William H. Gwaltney.

January 20, 1970

My commission expires 12/1/74

TOTAL AND PERMANENT DISABILITY BENEFIT

If the debtor named herein becomes totally and permanently disabled for 6 consecutive months except from causes relating to attempted suicide occurring within a period of two (2) years from the date the debtor becomes insured under the said policy of creditor group life insurance and is prevented thereby from engaging in any occupation or employment for wage or profit because of accidental bodily injury or sickness occurring after the effective date of his insurance, the Company will pay to the Creditor the regular monthly payments which the debtor has agreed to make to the Creditor tor, including payments which have become due during the first 6 months of such total and permanent disability. These payments will continue during the period of such disability until the indebtedness is discharged, except that in the event of the death of the insured debtor during total and permanent disability, such Total and Permanent Disability Benefits shall cease. A debtor who is not on active duty in his regular occupation on a full time basis on the date the indebtedness was incurred will not be covered for Total and Permanent Disability Benefits hereunder.

In case of claim under this Total and Permanent Disability Benefit, written notice of sickness or injury must be given to the Washington National Insurance Company in Evanston, Illinois, or to any authorized agent of the Company, within 20 days after the date when such sickness or injury occurs. Failure to give notice within this time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

Written proof of loss under this Total and Permanent Disability Benefit must be furnished to the Insurance Company within 90 days after the date that the insured debtor is considered to be totally and permanently disabled. Failure to furnish such proof within such time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof and that such proof was furnished as soon as was reasonably possible.

The Company will furnish to the insured debtor claim forms for filing proof of loss under this Total and Permanent Disability Benefit.

All accrued total and permanent disability benefits for which due proof has been submitted will be payable at the expiration of each 30 days during the continuance of the period for which the Company is liable, and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

The Company, at its own expense, has the right to examine an insured debtor when it may reasonably require to do so during the pendency of a total and permanent disability claim.

TERMINATION OF INDIVIDUAL DEBTOR COVERAGE

The insurance on a debtor shall automatically terminate under any of the following conditions:

- a. The indebtedness insured hereunder is discharged.
- b. The premium for the debtor's insurance is not paid when due, or within the grace period.
- c. The group policy terminates.
- d. At the end of the policy month in which the debtor has failed to make his regular payment to the Creditor, unless the Company is making such payments under the Total and Permanent Disability Benefit provision, or unless the Creditor, acting on an uniform basis precluding individual selection, continues the insurance for debtors in default by the payment of premium, but in no event for more than 6 months.

LEGAL ACTIONS

No action at law or in equity shall be brought to recover under the Total and Permanent Disability Benefit prior to the expiration of 60 days after proof of loss has been filed in accordance with the requirements of the policy, and no such action shall be brought at all unless brought within two years from the expiration of the time within which proof of loss is required by the policy.

Ĭ IN THE CIRCUIT COURT OF FUNDS FOR EDUCATION, INC., A Corporation, BALDWIN COUNTY, ALABAMA Plaintiff, AT LAW VS. CASE NO. <u>7897</u> Ĭ WILLIAM H. GWALTNEY and DELTA GWALTNEY, Defendants.

Comes now the Defendants in above-styled cause, and suggests the name of Headley G. Pingree, Attorney At Law, of 875 Elm Street, Manchester, New Hampshire, as a suitable and fit person to take the answers to the Interrogatories, submitted by the Defendants herein, and it is requested that the Commissioner requested by Plaintiff in this cause also include the same duties to be performed by him for the Defendants.

Than marked a copy of foregoing to How Elkott 6. Richarby, Farchers. Alle. on this 4 to day of Dec. 1969

Kinnett Cooper

ALCE J. DIJK CLERK REGISTER

FUNDS FOR EDUCATION, INC.,	X
A Corporation,	X IN THE CIRCUIT COURT OF
Plaintiff,	X BALLWIN COUNTY, ALABAM
VS.	X AT LAW.
WILLIAM H. GWALTNEY and DELTA GWALTNEY,	X CASE NO. 7897
Defendants.	χ

DEMURRER TO DEFENDANT'S SPECIAL PLEA

Comes the Plaintiff and files the following Demurrers to the Defendant's Special Plea:

- 1. Said Plea seeks to vary the terms of a written agreement by oral statements.
- 2. Said Plea does not show whether the assurance is oral or written.
- 3. Said Plea does not show to whom the Defendant reported their son's notice of induction into the military service.

Attorney for Plaintiff

CERTIFICATE OF SERVICE

This is to certify that I have this day screed council to the opposing party in the foregoing motion with a tray a cold to the by depositing in the United States Mail a copy of come condition of the bank of the

Satisfaction of

Attorney for Quality Attorney for P. O. Box 471, Fairhope, Ala. 36532

FEB 0 1969

ALICE J. DICK REGISTER

FUNDS FOR EDUCATION, INC., A Corporation,	Ĭ	IN THE CIRCUIT COURT OF
Plaintiff,	Ĭ	BALDWIN COUNTY, ALABAMA
Vs.	Ĭ	AT LAW
WILLIAM H. GWALTNEY and	Ž	CASE NO. 7897
DELTA GWALTNEY,	Ĭ	
Defendants.	Ĭ.	

ANSWER

Comes now the Defendants in the above styled cause, and for answer to the complaint heretofore filed in this cause saith:

General issue.

And for further answer saith:

Not guilty

ATTORNEY FOR DEFENDANTS

I certify that I have mailed a copy of the foregoing ANSWER to Hon. Elliott G. Rickarby, Attorney At Law, Fairhope, Alabama, by depositing the same in United States Mail, postage prepaid at Bay Minette, Alabama, on this the day of 1969.

ATTORNEY FOR DEFENDANTS

SEP 1 9 1969

ALIGE J. DIGN CLERK REGISTER

FUNDS FOR EDUCATION, INC.,	Ĭ	IN THE CIRCUIT COURT OF
A Corporation,	X.	BALDWIN COUNTY, ALABAMA
Plaintiff,	X	WA.I TA
Vs.	X	CASE NO. 7897
WILLIAM H. GWALTNEY and DELTA GWALTNEY,	Ĭ	
Defendants.	X	

SPECIAL PLEA

Come now the Defendants, William H. Gwaltney and Delta Gwaltney, and for answer to the complaint heretofore filed in this cause make the following special plea, to-wit:

1. Your Defendants allege and make known unto this Honorable Court that immediately prior to their signing of the Education Loan Plan Agreement, set forth as "Exhibit A" of Plaintiff's complaint, the agent, servant or employee of Plaintiff, whose name is not known to your Defendants, assured your Defendants that if Glem Gwaltney, their son, on whose behalf said Agreement was signed, was called by his local draft board into the military service, a deferment for him would be obtained, until he could complete the course your Defendants were agreeing to pay for, or, if such deferment could not be obtained, then no further funds would need to be paid to Plaintiff; and Defendants allege and make known unto this Honorable Court that the said Glenn Gwaltney was called into the military service after he was enrolled in the school, but the Plaintiff, or those at the School where the said Glenn Gwaltney was enrolled, through arrangements with the Plaintiff, refused and failed to secure the aforementioned draft deferment, and now seek full payment for the school course, although your Defendants immediately reported their son's notice of induction into the military service and his induction, hence the refusal of Defendants to pay the balance now claimed by the Plaintiff.

General issue.

Not guilty.

Milliam H. Gwaltney
DEFENDANT

X Delta Gwaltney
DEFENDANT

STATE OF ALABAMA BALDWIN COUNTY

Before me, Kenneth Cooper, Notary Public, State At Large, State of Alabama, personally appeared William H. Gwaltney and Delta Gwaltney, husband and wife, who are known to me, and who upon being duly and legally sworn, depose and say on oath that they have read the foregoing SPECIAL PLEA, and that the facts alleged therein are true and correct.

Milliam H. Gwalfney
WILLIAM H. GWALTNEY

DELTA GWALTNEY

Subscribed and sworn to before me this 3 day of

NOTARY PUBLIC, STATE AT LARGE, STATE OF ALABAMA

My Commission Expires:
4 February, 1971

I certify that I have mailed a copy of the foregoing SPECIAL PLEA to Hon. Elliott G. Rickarby, Attorney At Law, Fairhope, Alabama, by depositing the same in United States Mail, postage prepaid, at Bay Minette, Alabama, on this the day of ________, 1969.

ATTORNEY FOR DEFENDANTS

FEB 1 4 1969

ALLES DE CLERK REGISTES

VOL 64 PAGE 29

FUNDS FOR EDUCATION, INC.,	X	IN THE CIRCUIT COURT OF
A Corporation,	Ĭ	BALDWIN COUNTY, ALABAMA
Plaintiff,	Ĭ	AT LAW
Vs.	Ĭ	CASE NO. 7897
WILLIAM H. GWALTNEY and DELTA GWALTNEY,	X	
Defendants.	X	

DEMURRER

Comes now the Defendants, by their Attorney, Kenneth Cooper, Esquire, and demur to the complaint heretofore filed in this cause, and to each and every count thereof, separately and severally, and for answer thereto, saith as follows, to-wit:

- The Complaint is vague.
- The Complaint is uncertain. 2.
- The Complaint fails to state a legal cause of action.
- The Complaint fails to allege the manner in which the Defendants have failed to comply with the terms of the purported contract.
- The Complaint fails to allege that the account sued for is due.

I certify that I have mailed a copy of the foregoing DEMURRER to Hon. Elliott G. Rickarby, Attorney At Law, Fairhope, Alabama, by depositing the same in United States Mail, postage prepaid, at Bay Minette, Alabama, on this _____ day of January, 1968.

JAN 1 1 1968

64 PAGE ALCE J. DUCK

Our File No. 6.7-342
Your File No.

Law Offices

E. G. RICKARBY 35 SOUTH SECTION STREET FAIRHOPE, ALABAMA 36532 Code 205 Telephone: 928-9836

> Mailing Address P.O. Box 471

3 September, 1970

Mrs. Alice J. Duck Clerk of the Circuit Court Bay Minette, Akabama

Dear Mrs. Duck,

INRE: Funds for Education, Inc., Vs. Wm. H. Gwaltney Case # 7897

Did you get Mr. Gwaltney check settled in the cost of this case, he sent me one for Judgement and I gave him the figures for cost. Soon as it comes I'll pay it. Mark the Judgement satisfied and oblige.

I have not recorded Judgement.

Yours very truly,

EGR/jmp

WIGGIN-NOURIE-SUNDEEN-PINGREE & BIGG

Counsellors at Saw

J. WALKER WIGGIN
PAUL E. NOURIE
ROGER E. SUNDEEN
HEDLEY G. PINGREE
DORT S. BIGG
T. WILLIAM BIGELOW
WILLIAM S. ORCUTT
JOHN R. FALBY, JR.
W. WRIGHT DANENBARGER
L. JONATHAN ROSS
ROBERT H. HURD

TELEPHONE AREA CODE 603

623-8866

AMOSKEAG BANK SUILDING
MANCHESTER, NEW HAMPSHIRE
03101

February 16, 1970

Alice J. Duck, Register Baldwin County Circuit Court Bay Minette, Alabama

Dear Madam:

RE: Funds for Education, Inc. v. William H. Gwaltney and Delta Gwaltney Your Case No. 7897

I am enclosing the Answers to Interrogatories for the plaintiff and the defendants in the above entitled matter.

Also enclosed are our bills for services in this matter.

Very truly yours

Hedlev G. Pingree

HGP:jhb Enclosures

875 ELM STREET

MANCHESTER, N. H. 03101 February 16, 198 70 Baldwin County Circuit Court

Bay Minette, Alabama

TO WIGGIN, NOURIE, SUNDEEN, NASSIKAS & PINGREE

FOR PROFESSIONAL SERVICES AND EXPENDITURES

TOTAL SERVICES AND EXPENDITURES	
To time and services obtaining answers to interrogatories for defendants in the matter of Funds for Education, Inc. v. William H. Gwaltney and Delta Gwaltney	75

Baldwin County Circuit Court

Bay Minette, Alabama

TO WIGGIN, NOURIE, SUNDEEN, NASSIKAS & PINGREE

FOR PROFESSIONAL SERVICES AND EXPENDITURES

To time and services obtaining answers to interrogatories for plaintiff in the matter of Funds for Education, Inc. v.		
William H. Gwaltney and Delta Gwaltney	75	00

FUNDS FOR EDUCATION	, INC.,	Ŏ	
A Corporation,	Plaintiff,	Q	IN THE CIRCUIT COURT OF
VS.	·	Ž x	BALDWIN COUNTY, ALABAMA,
WILLIAM H. GWALTNEY DELTA GWALTNEY,	and	Ž	AT LAW.
•	Defendants.	Ŏ	7897

COMPLAINT

Count I.

The Plaintiff claims of the Defendant SIX HUNDRED NINETY AND 13/100 (\$690.13) DOLLARS damages for breach of an agreement entered into by them on the 16th day of May, 1966, a copy of said agreement being marked "Exhibit A", and attached hereto and made a part hereof; and the Plaintiff says that although it has complied with all of it's provisions on it's part, the Defendants have failed to pay SIX HUNDRED NINETY AND 13/100 (\$690.13) DOLLARS of their obligation as specified therein.

Count II.

The Plaintiff further alleges that as part of the consideration of this agreement, the Defendants did agree to pay all costs of collection of this obligation, if it was placed in the hands of an attorney for collection and the Plaintiff claims a reasonable Attorney's fee for the collection of this debt in the sum of ONH HUNDRED FORTY AND 20/100 (\$1,40.20) DOLLARS.

Count III.

The Plaintiff claims of the Defendants the sum of SEVEN HUNDRED ONE AND 83/100 (\$701.83) DOLLARS due from them by account on, to-wit, the 16th day of May, 1966, which sum of money with the interest thereon is still unpaid. The account sued on is evidenced by an itemized and verified statement of account filed herewith.

Count IV.

The Plaintiff claims of the Defendants the sum of SIX HUNDRED NINETY AND 13/100 (\$690.13) DOLLARS due from them for money loaned

-Page 1-

Cont'd, Summons & Complaint; Funds for Education vs. Gwaltney.

by the Plaintiff to the Defendants on, to-wit, the 164 day of May, 1966, which sum of money, with the interest thereon is still unpaid.

E. G. RICKARBY, Attorney for Plaintiff.

Defendant's post office address is Box 24, Robertsdale, Alabama 36567.

DEC 71967

ALGE J. DUCK REGISTER

Education Loan Plan Agreement

PLAN # 24F/24	/ Glenn Gwaltney	2/05/1292	agreement # 20/ 10363
William H. Gwaltney	4	Massey Business	College
Brix 24		_148 East: 7th Sti	reet
			number and street
Robertsdale, city zm cell Func' For Education, Inc. 319 Lincoln Street Manute iter, New Hampshire Gentlemen:	Alabama c state	_Jacksonvillo,	Florida zip cede State
	uly executed by me for your acceptance.		
L. Funds For Education, Inc.,	hereinafter called FFE, agrees to pay the	sum of \$ 800.0(1	to the school I have above designated
when required by that school to defray	expenses incurred by the student named	above.	day.
			ice of the Company at 319 Lincoln Street,
Marchester, New Hampshire, the sum of	of \$ 932.16 as follows: a first	payment of \$ 38.84 will	The made on 20 6 1966
and a payment in the same amount wil	I be made on the same day of each succe	eding month for the rest 23 ma	nths. These monthly payments equal, in the
aggregate, the total amount of money	to be advanced by FFE, plus a Credit S	Service Charge of \$ 120.11	and the Jacussiace Premium Charge shown in [7]
the Certificate of Insurance provided m	e		
2 answer into coverage is described in this Agreement and shall continue until	the Certificate of Insurance provided me. I this Agreement is terminated. The burd e; and I agree to make all monthly payn	Said insurance shall be effective for len of proving "Total and Permanea	d balance of the amount shown in Paragraph on the date the first advance is made under it Disability", as defined in the Certificate as they become due and payable until such
will attend of this Agreement and may	named to enter class for any reason shall inquire at any time as to the student's me for any reason such refund shall be	enrollment status at that school are	that FFE may advise the school the student of Lagree, further, should any refund of any not not to me
FFE will be required to ad	vance no funds under this Agreement w	hile any monthly payment is past d	lue.
per fibility on such delinquent monthly then or subsequently declare this Agree the obtion of FFE or its assignee, any hands of an atterney or agency for cell relating to default shall not constitute	payment until it is paid. If such defautment terminated by so notifying me in volumpaid batance on advances made by Fection, all costs of collection will be adaptive of rights to enforce such provise.	It shall continue until two (2) cen writing and if it does so, there shal FE plus all earned clarges; and in ided to the balance cue. Failure of ions in the event of masequent defa	e payment" charge of three per cent (3%) iscoutive payments are past due, FFE may il become immediately due and payable, at the event this Agreement is placed in the FFE or its assignee to enforce a provision with the principal due on my account.
8. 1 agree to notify FFE promp	Uy of any change of address.		
	erned by and interpreted in accordance wi Litute this Agreement between us. Furthe		ampshire. ided me is incorporated herein by reference
11. In consideration of the accept of this Agreement in every particular by	tance by FFE of this Agreement, I, the un the Sponser and waive any and all notice and me as well as the Agreement between	te of default or demand for paymen:	litionally guarantee to FFE the performance . FFE's acceptance of this Agreement shall
N/12/19/6	en e		OF GIA
Co-Sponsor show Delta H. Gwaltney	d sign baro	- William H.,-€walt	is Agreement should sign here they
nomber & st	Solo / Alar	by	5 12 66
	and the second		
	.exional	VOL 64 PAGE 2	

1.28—Proof of	Claim or	Debt in	Equity,	Receivership	or	Assignmen

State	Of New Hampshire)
	of	ss
	f Hillsborough	à.

PAUL V. CARRIER

being duly sworn, doth depose and say, that he is President of Funds For Education, Inc.

319 Lincoln Street, Manchester, New Hampshire that the annexed statement of the account of

WILLIAM H. & DELTA GWALTNEY

lately doing business at Box 24, Robertsdale,

in the State of Alabama

is just, true and correct, that there is now due

the sum of Seven Hundred One and -----83/100 (\$701.83^{Rollars}, that no part thereof has been paid or satisfied, and that there are no set offs, or counterclaims thereto to the knowledge or belief of deponent.

Sworn to before me, this November

: VO:

5 1967De.

AUREEMENT NO. 21/203634

____STATE ##\$\$###

CONTRACT NO.

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More 24 STREET

STUDENT

CITY

Robertsdale zone STATE olabina

Glong Wall Gallony 2/05/\$392

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CITY

PAY TO THESSY Business Guileen

STREET 148 East Beverble Beinet

Jacksonvillo,

032.26

INSURED

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DWINENT LEDGER

STATE OF ALABAMA BALDWIN COUNTY

Circuit Court, Baldwin County

BALDWIN COUNTY		
	TERM, 19	•••
TO ANY SHERIFF OF THE STATE	OF ALABAMA:	
You Are Hereby Commanded to Summor	m WILLIAM H. GWALTNEY and	
DELTA GWALTNEY		
to appear and plead, answer or demur, wi	ithin thirty days from the service hereof, to the complaint file	d
n the Circuit Court of Baldwin County, S	tate of Alabama, at Bay Minette, against	
	ELTA GWALTNEY Defendants.	
	C., a Corporation,	
	Company of the Compan	
Witness my hand this	Plaintiff	
Witness my hand this	.day of 1967.	
<u> </u>	day of Lee - 1067.	k

24-12-13-67

VOL 64 PATE 26

No. 7897 Pa	age	Defendant lives at
STATE OF ALA Baldwin Count		RECEIVED
CIRCUIT CO	URT	Received In Office DEC 7 1967
Hunds Jord	Education	DEC (1907
Une a la	Plaintiffs	I have executed this summons this 12-13-14-)
William H. & Welta She	Livalino	by leaving a copy with
4 Welta She	Defendants	J William Hewalthey Weller Sunliney
SUMMONS AND COM	MPLAINT	
Filed	19	Sheriff claims 100 miles at
DEC 7 1967	Clerk	Len Cents per mile Total 3/0 TAYLOR WILKINS, Shoriff Chilches
ALCE J. DIJU CLEI	RK ISTER	TOSPUTY SHERIFF
E. S. Rica Plaintif	Racky f's Attorney	Ommunichen Sheriff
Defenda	nt's Attorney	larlal La Deputy Sheriff
		RIOale