FUNDS FOR EDUCATION, INC., a corporation	(	IN THE CIRCUIT COURT OF
-	(	BALDWIN COUNTY, ALABAMA,
Plaintiff,	(	AT LAW
vs.	(	
DAVID L. McKEOWN and INDIA J. McKEOWN, jointly and severally,	(	
Defendants.		case no. 8/79

Plaintiff claims of the defendants, jointly and severally, the sum of SEVEN HUNDRED SIXTY FOUR & 38/100 (\$764.38) DOLLARS for that heretofore on to-wit: April 14, 1966, the defendants executed a written contract wherein the defendants agreed to pay Education Funds, Inc., the sum of NINE HUNDRED THIRTY TWO & 16/100(\$932.16) DOLLARS in installments of \$38.84 per month, including interest, commencing on the to-wit: June 20, 1966. Plaintiff avers that the defendant defaulted in payments thereunder on to-wit: February 20, 1967, and pursuant to the terms of said contract the plaintiff herein has declared the entire balance due and owing.

Plaintiff avers that by the terms of said contract the defendants agreed to pay a reasonable attorneys fee in the event employment of an attorney was necessary for the collection, which said attorney's fee plaintiff claims in the amount of\$191.09, which is one-third of \$573.29.

WHEREFORE, plaintiff claims of the defendants, \$573.29, plus interest, plus attorney's fee as aforesaid.

PERLOFF & REID

Attorney for Plaintiff

Defendant may be served: Box 63 Summerdale, Alabama

JUN 2 0 1968

ALICE J. DUCK REGISTER

#### STATE OF ALABAMA Baldwin County

Circuit Court, Baldwin County

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon David L. McKeown and India J. McKeown, Jointly
and & Severally
to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint
to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint
filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against David L. McKeown and
India J. McKeown, Jointly & Severally, Defendant
by Funds for Education, Inc., a Corporation,
Plaintiff
Witness my hand this 20th day of June 19 68

No8179 Page	
STATE OF ALABAMA	Defendant lives at
Baldwin County	
CIRCUIT COURT	Réccived in Office
FUNDS FOR EDUCATION, INC., A	CORP.,JUN-2-0-196819
	Sheriff
Plai	ntiffs I have executed this summons
vs.	this
	by leaving a copy with
McKEOWN, Jointly and Defend Severally,	
SUMMONS AND COMPLAINT	Ladia ( f. M. Leow
Filed June 20, 19.6	8
rilea	<b>M</b>
Alice J. Duck	Clerk
100 miles (100 miles (	Shoriff claims 120 miles 3
	Ten Cents per mile Total \$ TAYLOR WILKIN, Eberiff
	DEPUTY SHERIFF
PERLOFF & REID	Rancount of on
Plaintiff's Atto	orney Sneriff
Defendant's Atto	orney  Applant Sheriff  Orney  Deputy Sheriff
	= dincue

FUNDS FOR EDUCATION, INC.,\* IN THE CIRCUIT COURT OF a corporation,

BALDWIN COUNTY, ALABAMA

Plaintiff AT LAW

VS

DAVID L. MckEOWN and INDIA  $_{\star}$ J. McKEOWN, jointly and severally,

Defendants

\* CASE NO. 8179

Comes now, DONALD M. BRISKMAN, Attorney for the Plaintiff in the above styled cause and propounds the following questions in order to take deposition by interrogatory of PAUL V. CARRIER, President of Funds for Education, Inc., 319 Lincoln Street, Manchester, New Hampshire.

- 1. State your name.
- 2. Where are you employed?
- 3. What is your position?
- 4. In your capacity, are you familiar with the books, records and accounts of Funds for Education, the Plaintiff?
- 5. More particularly, are you familiar with the books and records of David L. and India J. McKeown, Defendants in this suit?
  - 6. Did the Defendants execute a contract to the Plaintiff?
  - 7. What was the date of that contract?
  - 8. Attach a copy of that contract.
  - 9. Did that contract come in default?
  - 10. What was the date it came in default?
- 11. Was the contract in default at the time this suit was filed, on, to-wit: June 25, 1968?
  - 12. Is the contract still in default?
  - 13. Were there any payments made on the contract?
  - 14. Give dates and amounts of payments made on the contract.
- 15. Where there any additional credits given to the Defendants?
- 16. If so, give the date, amount and nature of the credit given.
- 17. What is the balance due to the Plaintiff on this contract?
- 18. Does the contract provide for an attorney's fee if the employment of one if necessary?
- 19. What is the interest due on the contract computed at 6% of the balance per year since it came into default up until the time of this deposition?

Briskman, Attorney

for Plaintiff

JUL 15 1969

PERLOFF & REID ATTORNEYS AT LAW 205 VAN ANTWERP BLDG.

ALGE J. DIGH CLERK REGISTER

STATE OF ALABAMA COUNTY OF MOBILE

Before me, the undersigned authority, personally appeared DONALD M. BRISKMAN, attorney of record for Plaintiff in the above styled cause, and who was by me duly sworn on oath to speak the truth, and who stated and deposes that the above and foregoing interrogatories and the answers thereto, if well and truly given and made will constitute relevent, competent, and material evidence for the Plaintiff upon the trial of this cause.

DONALD M. BRISKMAN

Subs	scri	bed	and	sworn	to	before	me	on	this	the	
day	of	i i i			, 19	969.					
NOT	RY	PUBI	IC,								
My C	Comm	issi	lon I	Expires	s <b>:</b>						

THE STATE OF ALABAMA

Baldwin County

Circuit Court

RICHARD A. GOSSELIN,

REZLYOUVILLE 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, President of Funds For Education, Inc., 319 Lincoln Street, Manchester, New Hampshire

a witness is behalf of

Plaintiff

in a cause pending in our

Circuit Court in Baldwin County, of said State, wherein

Funds For Education, Inc

, Complainant

and

David L. McKeown et al

Respondent

on oath, to be by you administered, upon

him

to take and certify the deposition of the witness and return the same to our Court, with all convenient

speed, under your hand.

Witness

15th day of

July

, 19 69

Commissioner's Fee, \$

Witness' Fees, \$

JUL 2 0 1969

Answers to Interrogatories 1. Dick

# 1. Paul V. Carrier

- Funds for Education, Inc. 2.
- 3. President
- Yes
- 5. Yes
- 6. Yes
- 7. 4/19/66
- 8. Attached
- 9 Yes
- 7/18/67 10.
- 11. Yes
- Yes 12.
- Yes 13.
- 14. July 6, 1966 38.84 Dec. 9, 1966 38.84 July 26, 1966 38.84 Dec. 9, 1966 2.34 Late charges Pd. Aug. 29, 1966 38.84 Jan. 13,1967 38.84 Sept. 26, 1966 38.84 Jan. 13, 1967 1.17 Late charge Pd. Nov. 3, 1966 38.84 March 24, 1967 77.68
- 15. Yes
- 16. Yes, credit adjustment of unearned charges totaling \$23.35 on 7/18/67
- The balance is 573.29 plus accrued interest. 17.
- 18. Yes
- 19... \$68.79 accrued interest at 6% per annum since July 18, 1967

## Education Toan Plan Agreement

name of student school  David L. Mokara Massey Restricted Research when advances will be made  name of spensor  David S. Mokara Massey Restricted Research Beneal Research when advances will be made  148 Mose Seventh Beneal  number and street  Stromericals  city zip code state  Funds For Education, Inc. 319 Lincoln Street Manchester, New Hampshire				10235
Security 10.10 (above 10 colors)  Securi	247/24	Mavid G. McKeowa		TENT # 20/
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State of State 12. The State 1		nd street		
Each for State Teach and the Company of the Company	•			
214 Lincoln Street  Interestly submit this Agroment Cally accused by me for your acceptance.  I plants For Entertain, Ira., barelanter called SFE, pares to pay the sum of S_000.00	city zip i	code state	city zip (	ode state
when required by that school to defray expanses incurred by the stedent named above.  2. I, the understoned, hereinster called the "Spanser", agree to pay FFE or its assignate, at the office of the Company at 319 Lincoln Street, Manchester, New Hampdare, the same of \$ 202 45 as a follows: a first payment of \$ 20.00 Amendment of the state of the Company at 319 Lincoln Street, and a payment in the same amount will be made on the same day of each succeeding ments for the next 22 mounts. These words; payments equal, in the aggregate, the total amount of mancy to be advanced by FFE, plus a Credit Service Change of \$ 20.00 Amendment of the company at 319 Lincoln Street, and a payment in the same and maintain sufficient insurance provided me.  3. FFE will precure and maintain sufficient insurance coverage to my life and bealth to displaye any ampaid beliance of the amount, there in Partagraph 2 above. The coverage is sufficient in the Certificate of Insurance provided me, maintain sufficient insurance insurance provided me, maintain sufficient insurance in	319 Lincoln Street Manchester, New Hampshire Gentlemen:	t duly executed by me for your acceptance.		
Manchester, New Hampshire, the sum of \$ 922.25 as follows: a first payment of \$ 90.00 will be made on \$ 10.00 (Martill Creat)  and a payment in the same amount will be made on the same day of each succeeding month for the next 23 months. These monthly cayments equal, in the aggregate, the total amount of money to be advanced by FFE, plus a Credit Service Charge of \$ 12.00.12 and the Insurance Premium Charge shown in the Certificate of Insurance provided me.  3. FFE will precure and maintain sufficient insurance coverage on my life and health to discharge age unadd salance of the amount shown in Paragraph 2 above. This coverage is described in the Dertificate of some content provided me. Sand insurance plant be effective from the date the first admance is name under 2 disc Agrees provided my, shall be mine; and I sarge to make all mentally payments required under this Agreement as they become due in the Certificate 2 discovery provided my, shall be mine; and I sarge to make all mentally payments required under this Agreement as they become due in the Certificate 3 of the suifaction of the innuring consonary 4 of the provided my shall be mine; and I sarge to make all mentally payments required under this Agreement as they become due to the suifaction of the innuring consonary 4 of the provided my shall be mine; and I sarge to make all mentally payments required under this Agreement as they become due to the payment of any advance only 1782 by due no for any rounds such refund shall be made to FFE for or of they advanced and to the suifaction of the innuring consonary.  5. FFE will be required to advance no for any rounds such refund shall be mine that other and large payments are payment to the payments and to the suifaction of the payment of the p	<ol> <li>Funds For Education, Inc.</li> </ol>	., hereinafter called FFE, agrees to pay t	he sum of S <u>800.(0</u>	to the school I have above designated
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7. Upon receipt of each monthly payment FFE shall deduct earned charges due; the balance shall then be credited to the principal due on all accounts.  8. I agree to notify FFE promptly of any change of address.  9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Hampshire.  10. FFE's acceptance shall constitute this Agreement between us. Further, the Certificate of insurance provided me is incorporated herein by reference and is fully a port of this Agreement.  11. In consideration of the acceptance by FFE of this Agreement, I, the undersigned Co-Spon or, hereby unconditionally guarantee to FFE the performance of this Agreement in every particular by the Sponsor and waive anyland all notice of default or denand for payment. FFE's acceptance of this Agreement shall constitute the Agreement between FFE and me as well as the Agreement between FFE and the Sponsor.  Sponsor nemed in this Agreement should sign here  Accepted at MinnCHESTER, NEW HAMPSHIRE  Accepted at MinnCHESTER, NEW HAMPSHIRE  Apr 1 9 1865	6. If any monthly payment per month on such delinquent mor then or subsequently declare this the option of FFE or its assignce, hands of an attorney or agency for the period of the country of the count	is not made within seven (7) days after thiy payment until it is paid. If such do agreement terminated by so notifying me any unpaid balance on advances made be collection, all costs of collection will be the a waiver of rights to enforce such profiles.	it becomes due, I agree to pay a "late pay fault shall continue until two (2) consecut in writing and if it dees so, there shall bee y FFE plus all earned charges; and in the ce added to the balance due. Failure of FFE rovisions in the event of subsequent default.	ome immediately due and payable, at event this Agreement is placed in the or its assignce to enforce a provision
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and is fully a port of this Agreement.  11. In consideration of the acceptance by FFE of this Agreement, I, the undersigned Co-Spon or, hereby unconditionally guarantee to FFE the performance of this Agreement in every particular by the Sponsor and waive any and all notice of default or denand for payment. FFE's acceptance of this Agreement shall constitute the Agreement between FFE and the Sponsor.  Co-Sponsor should sign here  Accepted at MianCHESTER, NEW HAMPSHIRE  The sponsor and the street by authorized agent date.  Accepted at MianCHESTER, NEW HAMPSHIRE authorized agent date.	70 FFF's acceptance shall	constitute this Agreement between us, Fi	orther, the Certificate of Insurance provided	me is incorporated herein by reference
Po. Box 63  Accepted at MANCHESTER, NEW HAMPSHIRE  Output April 191866  by authorized agent date	and is fully a part of this Agreem  11. In consideration of the	acceptance by FFE of this Agreement, I, the	ne undersigned Co-Spon or, hereby uncondition notice of default or demand for payment. FF	ally quarantee to FFE the performance
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number & street  SUMMERING APR 1 9 1866  by authorized agent date	Do 72 v/	or should sign here	i i i	
city zip code state	10 MA (1812) 11 11 11 11 11 11 11 11 11 11 11 11 11	Wallama	hv // ///	APR 1 9 1966
	SAB city zip code	state	authorized agent	date

STATE OF NEW HAMPSHIRE)

: SS

COUNTY OF HILLSBOROUGH)

I, Richard A. Gosselin, the undersigned notary public in and for the State of New Hampshire, Hillsborough County, certify that the facts stated in the caption hereto are true; that at the time and place stated Paul V. Carrier personally appeared before me, and that after being duly sworn by me, did testify; and that the foregoing is a true record of the testimony given by said witnesses.

This 25th day of July, 1969

RICHARD A. GOSSELIN Notary Public of New Hampshire My commission expires Dec. 18, 1969

My Commission expires:

Notary Public

LAW OFFICES OF

#### PERLOFF & REID

SUITE 205 - VAN ANTWERP BLDG.
MOBILE, ALABAMA 36602

MAYER W. PERLOFF T. DWIGHT REID DONALD M. BRISKMAN June 19, 1968

AREA CODE 205 TELEPHONE 433-5412

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

Re: Educations Funds vs. David L. & India J. McKeown

#8179

Dear Mrs. Duck:

Please file the enclosed suit on a contract in the Circuit Court and notify us when service is obtained on the defendants.

Thanking you, I am

Very truly yours,

PERLOFF & REID

T. Dwight Reid

TDR/s jm

Enc.

Law Offices of PERLOFF & REID SUITE 205 . VAN ANTWERP BLDG. MOBILE, ALABAMA 36602 MAYER W. PERLOFF July 14, 1969 T. DWIGHT REID

DONALD M. BRISKMAN

AREA CODE 205 TELEPHONE 438-5412

Mrs. Alice Duck, Clerk Circuit Court Baldwin County Courthouse Bay Minette, Alabama

Funds For Education Inc. VS David L. McKeown, et al

Dear Mrs. Duck:

Enclosed please find the necessary affidavit and list of interrogatory questions to be filed for the above styled cause. Please issue the required papers to New Hampshire.

Thanking you in advance for your cooperation in this matter, I remain,

Yours very truly,

Donald M. Briskman

DMB: jlk

enc.

Done 2-15-69

FUNDS FOR EDUCATION, INC., a corporation	γ	IN THE CIRCUIT COURT OF
Plaintiff,	Ž	BALDWIN COUNTY, ALABAMA,
Vs.	Ĭ	AT LAW
DAVID L. MCKEOWN and INDIA J. McKEOWN, jointly and	Ž	
severally,	Ž	
Defendants.	Ž	CASE NO8179

#### ANSWER

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

1. General issue.

~~ <del>}</del>

2. Not guilty.

CERTIFICATE OF SERVICE

I hereby certify that I have on this 23 day of \_\_\_\_\_\_, 1970, served a copy of the foregoing on counsel of record for all parties to this proceeding by depositing same in United State mail postage prepaid, properly addressed to said

Attorney For: Defendants

ATTORNEY FOR DEFENDANTS

FEB 2 3 1970

ALOG J. DEEM CLERK REGISTER

FUNDS FOR EDUCATION, INC.,\*

IN THE CIRCUIT COURT OF

a corporation,

BALDWIN COUNTY, ALABAMA

Plaintiff

AT LAW

\*

DAVID L. McKEOWN and INDIA \* J. McKEOWN, jointly and severally,

Defendants

\* CASE NO. 8179

STATE OF ALABAMA

COUNTY OF MOBILE

Personally appeared before me, the undersigned authority, DONALD M. BRISKMAN, who, after being by me first duly sworn on oath, deposes and says as follows:

That he is the attorney of record for the Plaintiff in the above styled cause and as such has personal knowledge that the testimony of Paul V. Carrier, President of Funds for Education, Inc., 319 Lincoln Street, Manchester, New Hampshire, will be and will constitute material, relevant, competent, important, and indespensible evidence for the plaintiff at the trial of the above styled cause, that he known that said witness resides as above stated which is more than 100 miles from the place of trial. Affiant respectfully suggests that RICHARD A. GOSSELIN, 424 Youville Street, Manchester, New Hampshire, as a suitable and proper person to take the deposition of said material witness for the plaintiff, that the said Richard A. Gosselin has no interest in the matter whatever in controversy in this cause; and that the said Richard A. Gossdin is to the best of the affiant's knowledge, information and belief a duly and qualified notary public.

STATE OF ALABAMA COUNTY OF MOBILE

Before me, the undersigned authority, personally appeared DONALD M. BRISKMAN, who stated and deposed on oath that the above and foregoing is true and correct,

Subscribed and sworn to before

me on this the // day of Gely, 1969.

NOTARY PUBLIC, alabamie State al Dag

My Commission Expires: 11/7/7/

PERLOFF & REID ATTORNEYS AT LAW 205 VAN ANTWERP BLDG FUNDS FOR EDUCATION, INC., a corporation

Plaintiff,

vs.

DAVID L. MCKEOWN and INDIA J. MCKEOWN, jointly and severally,

Defendants.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, AT LAW

CASE NO. <u>8179</u>

### DEMURRER

Comes now the defendants in above-styled cause, and demur to the complaint filed in this cause, and assign the following grounds, separately and severally, to each and every Count thereof, to-wit:

- 1. The Complanit is vague.
- 2. The Complaint is uncertain.
- 3. The Complaint fails to allege that plaintiff is owner of the alleged written contract.
- 4. For aught that appears, plaintiff is not the firm with who defendants executed the alleged written contract.

ATTORNEY FOR DEFENDANTS

Defendants demand a trial by jury in

ATTORNEY FOR DEFENSANTS

I hereby certify I have mailed a copy of the foregoing demurrer to Honorable T. Dwight Reid, Attorney for Plaintiff by depositing same in the United States Post Office, at Bay Minette, Alabama this 16 day of July, 1968, with postage prepaid.

JUL 1 7 1968

ATTORNEY FOR DEFENDANTS

ALOL J. DUGA REGISTER

Law Offices of

#### PERLOFF & REID

SUITE 205 - VAN ANTWERP BLDG. MOBILE, ALABAMA 36602

MAYER W. PERLOFF
T. DWIGHT REID
DONALD M. BRISHMAN

September 2, 1970

AREA CODE 205 TELEPHONE 433.5412

Circuit Court of Baldwin County Baldwin County Courthouse Bay Minette, Alabama

RE: Funds for Education, Inc. vs David L. & India J. McKeown Case # 8129

Dear Sirs: 8179

Please issue an alias execution on any and all furniture and/or automobile owned by the above named debtors and located at Box 63, Summerdale, Alabama,

Please advise when execution has been issued.

Thanking you for your cooperation in this matter, I am,

Very truly yours,

J. Dwill &

T. Dwight Reid

TDR : jkn

.....

STATE OF ALABAMA

Baldwin County

第179岁

TO DAVID L. McKEOWN & INDIA J. McKEOWN Defendant S .:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of..

FUNDS FOR EDUCATION, INC.

Plaintiff.

versus DAVID L. McKEOWN & INDIA J. McKEOWN

now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which Farmers &

Merchants Bank, Foley, Alabama

have, been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the ......

16thav of October 19.70.

Clerk of the Circuit Court.

TRAVEL EXPENSE ON EXCEL OF \$2 PROCESS(ES) OR A TOTAL OF \$1 Service of

## THE STATE OF ALABAMA BALDWIN COUNTY

CIRCUIT COURT,	BALDWIN	COUNTY	
		TERM.	19

To any Sheriff of the State of Alabama, Greeting:
WHEREAS, at a regular
County, to-wit: On the 17th day of March 19.70, being a regular day of
said term,FUNDS.FOR.EDUCATION, INC.
recovered judgment against DAVID L. MCKEOWN & INDIA J. MCKEOWN
for the sum of Three Hundred and no/100
and affidavit having been made byT Dwight, Reid, Attorney
Farmers & Merchants Bank, Foley, Alabama
has or is believed to have inits possession, or underits
or effects belonging to said defendant David L. & India J. or thatit, or
is believed to be indebted to said defendant or to be liable to them, or to one of them on a contract for the delivery of personal property, on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.
You Are Therefore Hereby Commanded to SummonFærmers & Merchants
Bank, Foley, Alabama
to file an answer in duplicate to the Circuit Court for Baldwin County, at the Court House thereof, in the city of Bay Minette, within 30 days from
the service of the garnishment, or at the makingitS.answer, or at any time intervening the time of
serving the garnishment, and making the answerit was indebted to said defendant s
and whetherit
is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal proper-
ty, and whetherits possession or underits
control money or effects belonging to the defendantsDavidL&IndiaJMcKeowny
Herein fail not, and have you then and there this Writ.
Witness, Alice J. Ducklerk of said Court, this 16th day of October A. D. 1970
Issued

VOL 66 PAGE 381

FOR SERVING PROCESS(ES) OR A TOTAL OF 5. COUNTY, ALABAMA, CLAIM \$1.50 EACH TAYLOR WILKINS, SHERIFF OF BALDWIN TRAVEL EXPENSE ON BACK OF S. -By service on AYEOR WILKINS. day of Col 当然 Bank, Moore Printing Co. - Bay Minette, Ala.

CIRCUIT COURT, BALDWIN COUNTY
No8179½
-
UNDS FOR EDUCATION, INC.
vs. } GARNISHMENT ON JUDGMEN
DAVID L. & INDIA J. McKEOWN
Farmer & Merchants Bank, Foley,
ssued 16th day of October 19_7
Returnableday of19
T. Dwight Reid
Attorney

# COURT 81791/2

# THE STATE OF ALABAMA MOBILE COUNTY Baldwin

Personally appeared before me, J	Notary Public, Alabar who.Ex.Mendoville.xGlesk.e6x	ma State at Large kascinnin Commin and for Mobile County
and State aforesaidPer loft	f, Reid & Briskman	
		fMarch, 19 70
in the Circuit Court of Mobile Count	y, in Case No81 <b>7</b> 9	The Plaintiff
"		
recovered a judgment against	David…L.&…Inda…JMcF	(eown
		the Defendant, whose address
is Box 63, Summer da	le, Alabama	
for the sum of\$300.00		
Dollars, besides costs of suit; that	ıt said judgment remains whol	lly unsatisfied and in full force and effect;
thatFarmers. & Merchant	s Bank	······
		·····
	and the second of the second o	and the second of the second o
***************************************		
whose address is FollowAl	ahama	
	San North San La Communication	
is supposed to be indebted to or ha	ive effects of the said	
	ndia J. McKeown	
		s
•	· ·	said
David L. & India	J. McKeown	

is necessary to obtain satisfaction of said Judgment.

Runfalt

Sworn to and subscribed this 15

day of ..... October ..... A.D., 19 ... 70

OCT 161970

tary Public, A State at Large

ALGE J. DICK CLERK REGISTER

#### ANSWER DENYING INDEBTEDNESS

FUNDS FOR EDUCATION, INC.	X.						
PLAINTIFF,	X	IN THE COURT OF GENERAL					
VS:	I	SESSIONS OF MOBILE COUNTY,					
DAVID L. MCKEOWN &	χ	X ALABAMA					
INDIA J. McKEOWN	X	CASE NO. 8179%					
DEFENDANT,	Ÿ	-					
FARMERA & MERCHANTS BANK	X						
Foley, Alabama,	X						
GARNISHEE.	X						

Personally appeared before me, Forest A. Christian, a Notary Public in and for said County and State, JAY W. RICE, who is personally known to me, who being by me duly sworn, on oath says that he is the Cashier for the FARMERS & MERCHANTS BANK of Foley, Alabama, and as such, is the agent for making answers in garnishment cases, and as such agent has authority to make answer for the garnishee in the above stated case, and answering the garnishment or attachment therein he says that the garnishees is not now indebted to the Defendants in any sum whatsoever, and were not indebted to them at the time of the service of this garnishment, nor at any time intervening between the time of the service of the garnishment and the making of this answer, and that it will not be indebted in the future to the said Defendants by any contract then or now existing, and that it will not be liable to the Defendant for the delivery of personal property by any contract then or now existing, for the deliver of personal property, nor for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property and that it has no property in its possession or under its control, money or effects belonging to the Defendant.

Forest A. Christian Notary Public Baldwin County, Ala. My Commission Expires Dec. 20, 1973
Sworn to and subscribed
before me on this 23rd

day of October,/1970.

Mu! uplic, Baldwin

County, Alabama

Affix Bank Seal:

FARMERS & MERCHANTS BANK, Foley, Alabama

Rice, Casn







FUNDS FOR EDUCATION, INC.,\* IN THE CIRCUIT COURT OF a corporation,

BALDWIN COUNTY, ALABAMA

Plaintiff

AT LAW

DAVID L. MckEOWN and INDIA, J. McKEOWN, jointly and severally,

Defendants

CASE NO. 8179

Comes now, DONALD M. BRISKMAN, Attorney for the Plaintiff in the above styled cause and propounds the following questions in order to take deposition by interrogatory of PAUL V. CARRIER, President of Funds for Education, Inc., 319 Lincoln Street, Manchester, New Hampshire.

- 1. State your name.
- 2. Where are you employed?
- 3. What is your position?
- 4. In your capacity, are you familiar with the books, records and accounts of Funds for Education, the Plaintiff?
- 5. More particularly, are you familiar with the books and records of David L. and India J. McKeown, Defendants in this suit?
  - 6. Did the Defendants execute a contract to the Plaintiff?
  - 7. What was the date of that contract?
  - 8. Attach a copy of that contract.
  - 9. Did that contract come in default?
  - 10. What was the date it came in default?
- 11. Was the contract in default at the time this suit was filed, on, to-wit: June 25, 1968?
  - 12. Is the contract still in default?
  - 13. Were there any payments made on the contract?
  - 14. Give dates and amounts of payments made on the contract.
- 15. Where there any additional credits given to the Defendants?
- 16. If so, give the date, amount and nature of the credit given.
- 17. What is the balance due to the Plaintiff on this contract?
- 13. Does the contract provide for an attorney's fee if the employment of one if necessary?
- 19. What is the interest due on the contract computed at 6% of the balance per year since it came into default up until the time of this deposition?

Donald M. Briskman, Attorney

for Plaintiff

JUL 15 1969

ALGE J. DIJIK CLERK REGISTER

STATE OF ALABAMA COUNTY OF MOBILE

Before me, the undersigned authority, personally appeared DONALD M. BRISKMAN, attorney of record for Plaintiff in the above styled cause, and who was by me duly sworn on oath to speak the truth, and who stated and deposes that the above and foregoing interrogatories and the answers thereto, if well and truly given and made will constitute relevent, competent, and material evidence for the Plaintiff upon the trial of this quuse.

DONALD M. BRISKMAN

Subsc	ribed	and	sworn	to	before	me	on	this	the	water or property sector
day o	e B	OH BRIDE LOVE - NUMBER	-	, 1	969.					
NOT'AR	Y PUBI	Lic,	nteligrane - colonyare o colonical -	- repair of the			PORTUGAL PRO	crepagacine		
My Co	nmiss:	ion I	Expires	3 3			where the second contract of	DOMESTIC STATE		

FUNDS FOR EDUCATION, INC., \* a corporation,

Plaintiff

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW

Tres

DAVID L. McKEOWN and INDIA \*
J. McKEOWN, jointly and \*
severally,

Defendants

CASE NO. 8179

STATE OF ALABAMA COUNTY OF MOBILE

Personally appeared before me, the undersigned authority, DONALD M. BRISKMAN, who, after being by me first duly sworn on oath, deposes and says as follows:

That he is the attorney of record for the Plaintiff in the above styled cause and as such has personal knowledge that the testimony of Paul V. Carrier, President of Funds for Education, Inc., 319 Lincoln Street, Manchester, New Hampshire, will be and will constitute material, relevant, competent, important, and indespensible evidence for the plaintiff at the trial of the above styled cause, that he known that said witness resides as above stated which is more than 100 miles from the place of trial. Affiant respectfully suggests that RICHARD A. GOSSELIN, 424 Youville Street, Manchester, New Hampshire, as a suitable and proper person to take the deposition of said material witness for the plaintiff, that the said Richard A. Gosselin has no interest in the matter whatever in controversy in this cause; and that the said Richard A. Gosselin is to the best of the affiant's knowledge, information and belief a duly and qualified notary public.

DONALD M. BRISKMAN

STATE OF ALABAMA COUNTY OF MOBILE

Before me, the undersigned authority, personally appeared DONALD M. BRISKMAN, who stated and deposed on oath that the above and foregoing is true and correctA

Subscribed and sworn to before me on this the 14 day of July 1969.

NOTARY PUBLIC, Clabona Store (et Range My Commission Expires: 11/7/7/

JUL 15 1969

ALUL J. CLERK REGISTER