

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. 8179

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

T. Stuart Reid
Attorney for Plaintiff

Defendant may be served:

Box 63
Summerdale, Alabama

FILED

JUN 20 1968

ALICE J. DUCK

CLERK
REGISTER

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No. 8179

.....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

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

Alice J. Furr Clerk

Ex 7-3-68

No. 8179

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

FUNDS FOR EDUCATION, INC., A CORP.,

Plaintiffs

vs.

DAVID L. McKEOWN and INDIA J.
McKEOWN, Jointly and Defendants
Severally,

SUMMONS AND COMPLAINT

Filed June 20, 19.68

Alice J. Duck Clerk

PERLOFF & REID

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

JUN 20 1968 19.....

TAYLOR WILKINS Sheriff

I have executed this summons

this 2nd day of July 1968

by leaving a copy with

David L. McKeown
India J. McKeown

Sheriff claims 120 miles at

Ten Cents per mile Total \$ 12.00

TAYLOR WILKINS Sheriff

BY Deputy Sheriff

Aggravation Sheriff

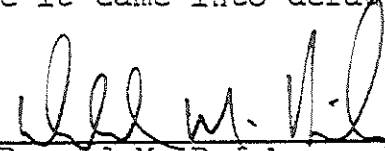
Deputy Sheriff

Amuse

FUNDS FOR EDUCATION, INC.,*	IN THE CIRCUIT COURT OF
a corporation,	* BALDWIN COUNTY, ALABAMA
Plaintiff	* AT LAW
VS	*
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?
18. Does the contract provide for an attorney's fee if the employment of one is 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

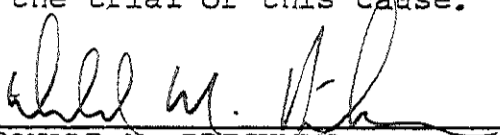
FILED

JUL 15 1969

ALICE J. DUCK 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 relevant, competent, and material evidence for the Plaintiff upon the trial of this cause.


DONALD M. BRISKMAN

Subscribed and sworn to before me on this the _____
day of _____, 1969.

NOTARY PUBLIC,

My Commission Expires: _____

COMMISSION TO TAKE DEPOSITIONS

THE STATE OF ALABAMA

Baldwin County

Circuit Court

TO RICHARD A. GOSSELIN,
1221 YOUVILLE 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

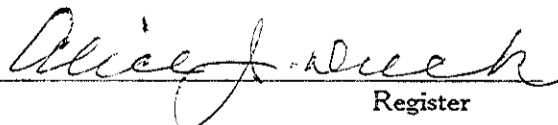
and

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


Register

Commissioner's Fee, \$

Witness' Fees, \$

FILED

JUL 20 1969

Answers to Interrogatories

ALICE J. DUCK

CLERK
REGISTER

- # 1. Paul V. Carrier
2. Funds for Education, Inc.
3. President
4. Yes
5. Yes
6. Yes
7. 4/19/66
8. Attached
9. Yes
10. 7/18/67
11. Yes
12. Yes
13. Yes
- | | | | | |
|-----|----------------|-------|----------------|-----------------------|
| 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
17. The balance is 573.29 plus accrued interest.
18. Yes
19. \$68.79 accrued interest at 6% per annum since July 18, 1967

Education Loan Plan Agreement

PLAN # 247/24 David G. McKeown 2/05/1992 AGREEMENT # 201 10225
name of student school
David L. McKeown Massey Technical Institute
name of sponsor name of school to whom advances will be made
Box 63 148 East Seventh Street
number and street
Summerville, Alabama Jacksonville, Florida
city zip code state

Funds For Education, Inc.
 319 Lincoln Street
 Manchester, New Hampshire
 Gentlemen:

I hereby submit this Agreement duly executed by me for your acceptance.

1. Funds For Education, Inc., hereinafter called FFE, agrees to pay the sum of \$ 800.00 to the school I have above designated when required by that school to defray expenses incurred by the student named above.

2. I, the undersigned, hereinafter called the "Sponsor", agree to pay FFE or its assignee, at the office of the Company at 319 Lincoln Street, Manchester, New Hampshire, the sum of \$ 932.16 as follows: a first payment of \$ 38.84 will be made on 23 6 1986
(Day) (Month) (Year)
 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 payments equal, in the aggregate, the total amount of money to be advanced by FFE, plus a Credit Service Charge of \$ 120.11 and the Insurance Premium Charge shown in the Certificate of Insurance provided me.

3. FFE will procure and maintain sufficient insurance coverage on my life and health to discharge any unpaid balance of the amount shown in Paragraph 2 above. This coverage is described in the Certificate of Insurance provided me. Said insurance shall be effective from the date the first advance is made under this Agreement and shall continue until this Agreement is terminated. The burden of proving "Total and Permanent Disability", as defined in the Certificate of Insurance provided me, shall be mine; and I agree to make all monthly payments required under this Agreement as they become due and payable until such proof has been established to the satisfaction of the insuring company.

4. Failure of the student above named to enter class for any reason shall terminate this Agreement. I agree that FFE may advise the school the student will attend of this Agreement and may inquire at any time as to the student's enrollment status at that school and I agree, further, should any refund of any part of any advance made by FFE be due me for any reason such refund shall be made to FFE for credit to my account and not to me.

5. FFE will be required to advance no funds under this Agreement while any monthly payment is past due.

6. If any monthly payment is not made within seven (7) days after it becomes due, I agree to pay a "late payment" charge of three per cent (3%) per month on such delinquent monthly payment until it is paid. If such default shall continue until two (2) consecutive payments are past due, FFE may then or subsequently declare this Agreement terminated by so notifying me in writing and if it does so, there shall become immediately due and payable, at the option of FFE or its assignee, any unpaid balance on advances made by FFE plus all earned charges; and in the event this Agreement is placed in the hands of an attorney or agency for collection, all costs of collection will be added to the balance due. Failure of FFE or its assignee to enforce a provision relating to default shall not constitute a waiver of rights to enforce such provisions in the event of subsequent default.

7. Upon receipt of each monthly payment FFE shall deduct earned charges due; the balance shall then be credited to the principal due on my account.

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 part of this Agreement.

11. In consideration of the acceptance by FFE of this Agreement, I, the undersigned Co-Sponsor, 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 demand 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.

David G. McKeown
Co-Sponsor should sign here
P.O. Box 63
number & street
Summerville, Alabama
city zip code state
 SAS 36580

David L. McKeown 4-14-66
Sponsor named in this Agreement should sign here
 Accepted at MANCHESTER, NEW HAMPSHIRE
 by [Signature] APR 19 1986
authorized agent date

STATE OF NEW HAMPSHIRE)

: SS

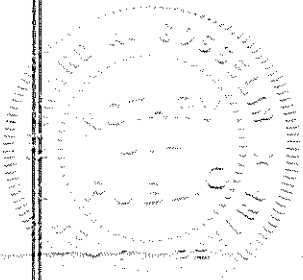
COUNTY OF HILLSBOROUGH)

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: _____


Richard A. Gosselin
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

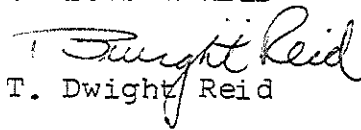
Dear Mrs. Duck:

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/sjm

Enc.

Law Offices of
PERLOFF & REID
SUITE 205 . VAN ANTWERP BLDG.
MOBILE, ALABAMA 36602

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

July 14, 1969

AREA CODE 205
TELEPHONE 432-5412

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

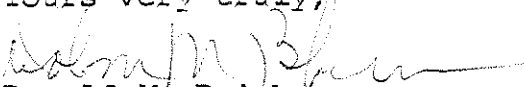
RE: Funds For Education Inc. VS David L. McKeown, et al

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.


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

Yours very truly,


Donald M. Briskman

DMB: jlk

enc.


7-15-69

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. 8179

A N S W E R

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

1. General issue.
2. Not guilty.

CERTIFICATE OF SERVICE

I hereby certify that I have on this
23 day of Feb, 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
counsel.

Kenneth Cooper
Attorney for: *Defendants*

Kenneth Cooper
ATTORNEY FOR DEFENDANTS

FILED

FEB 23 1970

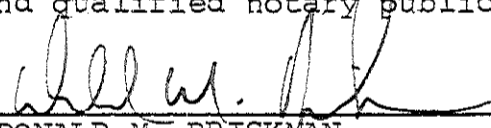
ALICE J. BOOK CLERK
REGISTER

FUNDS FOR EDUCATION, INC., * IN THE CIRCUIT COURT OF
a corporation, * BALDWIN COUNTY, ALABAMA
Plaintiff * AT LAW
vs
DAVID L. McKEOWN and INDIA *
J. McKEOWN, jointly and *
severally, *
Defendants * CASE NO. 8179

STATE OF ALABAMA
COUNTY OF MOBILE

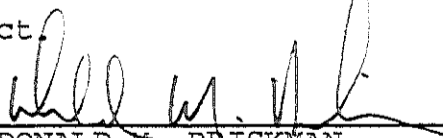
Personally appeared before me, the undersigned authority,
DONALD M. BRISKMAN, who, after being by me first duly sworn on
oath, deposes and says as follows:

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 in-
dispensible 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 pro-
per 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. Gos~~sel~~in is to the best of the affiant's knowledge,
information and belief a duly and qualified notary public.

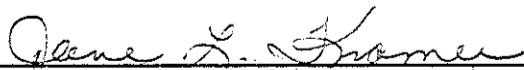

DONALD M. BRISKMAN

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 correct.


DONALD M. BRISKMAN

Subscribed and sworn to before
me on this the 16 day of July, 1969.


NOTARY PUBLIC, Alabama State At Large
My Commission Expires: 11/7/71

FUNDS FOR EDUCATION, INC.,
a corporation

Plaintiff,

vs.

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

Defendants.

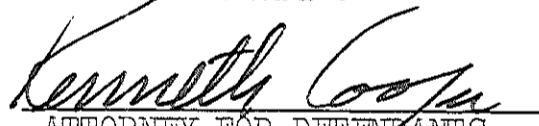
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW

CASE NO. 8179

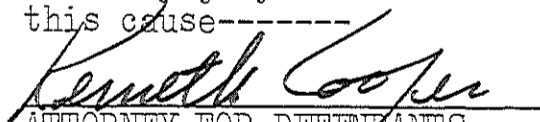
D E M U R R E R

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
this cause-----


ATTORNEY FOR DEFENDANTS

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.

FILED

JUL 17 1968


ATTORNEY FOR DEFENDANTS

ALICE J. DUCK CLERK
REGISTER

Law Offices of
PERLOFF & REID
SUITE 205 - VAN ANTWERP BLDG.
MOBILE, ALABAMA 36602

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

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,


T. Dwight Reid

TDR:jkn

STATE OF ALABAMA

Baldwin County

§ 179 1/2

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....., Defendant.S.....

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
16th day ofOctober....., 1970..

Clerk of the Circuit Court.

CASE NO. 8179 $\frac{1}{2}$

NOTICE
TO DEFENDANT OF GARNISHMENT
BY
CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA
TO
DAVID L. & INDIA J. McKEOWN.....

FUNDS FOR EDUCATION, INC.....
Plaintiff....

VS.

DAVID L. & INDIA J. McKEOWN.....

Defendant.....

T. Dwight Reid, Atty.

TAYLOR WILKINS, SHERIFF OF BALDWIN
COUNTY, ALABAMA, CLAIM \$1.50 EACH
FOR SERVING 2 PROCESS(ES) AND
TRAVEL EXPENSE ON EACH OF \$14.40
PROCESS(ES) OR A TOTAL OF \$ 17.90

Received 20 day of Oct 1970
and on 7 day of Mar 1972
I served a copy of the within Notice
on David L. & India J. McKeown
By service on _____

TAYLOR WILKINS, Sheriff
Charles L. F.

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..... Term, 19....., of the Circuit Court of Baldwin County, to-wit: On the 17th day of March, 1970, 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 - - - - - Dollars, and cost of suit, and affidavit having been made by T. Dwight Reid, Attorney that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

Farmers & Merchants Bank, Foley, Alabama

has or is believed to have in its possession, or under its control money or effects belonging to said defendant David L. & India J. McKeown or that it is, or is believed to be indebted to said defendant S 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 Summon Farmers & 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 making its answer, or at any time intervening the time of serving the garnishment, and making the answer it was indebted to said defendant S and whether it will not be indebted in future to said defendant S by a contract then existing, and whether by a contract then existing it

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 property, and whether it has not in its possession or under its control money or effects belonging to the defendants David L. & India J. McKeown,

Herein fail not, and have you then and there this Writ.

Witness, Alice J. Duck, Clerk of said Court, this 16th day of October, A. D., 1970.

Issued 16th day of October, A. D., 1970.

ATTEST:

Alice J. Duck Clerk

CIRCUIT COURT, BALDWIN COUNTY

No. 8179 $\frac{1}{2}$

FUNDS FOR EDUCATION, INC.

VS. }

GARNISHMENT ON JUDGMENT

DAVID L. & INDIA J. McKEOWN

Farmer & Merchants Bank, Foley,

Issued 16th day of October 19 70

Returnable _____ day of _____ 19 _____

T. Dwight Reid

Attorney

Moore Printing Co. - Bay Minette, Ala.

TAYLOR WILKINS, SHERIFF OF BALDWIN
COUNTY, ALABAMA, CLAIM \$1.50 EACH
FOR SERVING 1 PROCESS(S) AND
TRAVEL EXPENSE ON EACH OF \$ 2.25
PROCESS(S) OR A TOTAL OF \$ 8 7.0

Received 30 day of Oct 19 70
and on 23 day of Oct 19 70
I served a copy of the within writ
on Farmer & Merchants Bank, Foley
By service on Spencer Adams V.P.

TAYLOR WILKINS, SHERIFF
Spencer Adams

AFFIDAVIT FOR GARNISHMENT
ON JUDGMENT

CC LAW 12-2M-6-69

8179 1/2

THE STATE OF ALABAMA }
MOBILE COUNTY
Baldwin

CIRCUIT COURT

Notary Public, Alabama State at Large

Personally appeared before me, ~~John E. Menderville, Clerk of the Circuit Court in and for Mobile County,~~
and State aforesaid ~~Perloff, Reid & Briskman~~
who being duly sworn, on oath says, that on the 17th day of March, 1970
in the Circuit Court of Mobile County, in Case No. 8179 The Plaintiff
Funds for Education, Inc.

recovered a judgment against David L. & India J. McKeown
the Defendant, whose address
is Box 63, Summerdale, Alabama
for the sum of \$300.00
Dollars, besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect;
that Farmers & Merchants Bank

whose address is Foley, Alabama
is supposed to be indebted to or have effects of the said
David L. & India J. McKeown
in its possession or under its
control, and that he believes process of Garnishment against the said
David L. & India J. McKeown

is necessary to obtain satisfaction of said Judgment.

T. Dwight Ren

Sworn to and subscribed this 15
day of October A.D., 1970

James L. Smith
Notary Public, Alabama
State at Large

FILED

OCT 16 1970

ALICE J. DUCK CLERK
REGISTER

ANSWER DENYING INDEBTEDNESS

FUNDS FOR EDUCATION, INC.	X	
PLAINTIFF,	X	IN THE COURT OF GENERAL
VS:	X	SESSIONS OF MOBILE COUNTY,
DAVID L. MCKEOWN &	X	ALABAMA
INDIA J. MCKEOWN	X	CASE NO. 8179½
DEFENDANT,	X	
FARMERS & 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.

[Signature]
Notary Public, Baldwin
County, Alabama

Affix Bank Seal:

FARMERS & MERCHANTS BANK, Foley,
Alabama

BY:

[Signature]
Jay W. Rice, Cashier

FILED

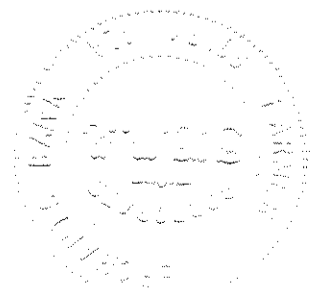
OCT 24 1970

ALICE J. DUCK

VOL

66 PAGE 382

C. ERK
REGISTER



FUNDS FOR EDUCATION, INC.,*	IN THE CIRCUIT COURT OF
a corporation,	* BALDWIN COUNTY, ALABAMA
Plaintiff	* AT LAW
VS	*
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?
18. Does the contract provide for an attorney's fee if the employment of one is 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


FILED

JUL 15 1969

ALICE J. DUCK 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 relevant, competent, and material evidence for the Plaintiff upon the trial of this cause.


DONALD M. BRISKMAN

Subscribed and sworn to before me on this the _____
day of _____, 1969.

NOTARY PUBLIC,

My Commission Expires: _____

FUNDS FOR EDUCATION, INC., * IN THE CIRCUIT COURT OF
a corporation, * BALDWIN COUNTY, ALABAMA
Plaintiff * AT LAW
vs
DAVID L. McKEOWN and INDIA *
J. McKEOWN, jointly and *
severally, *
Defendants * CASE NO. 8179

STATE OF ALABAMA
COUNTY OF MOBILE

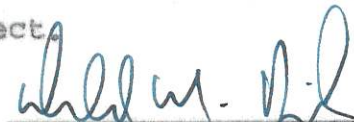
Personally appeared before me, the undersigned authority,
DONALD M. BRISKMAN, who, after being by me first duly sworn on
oath, deposes and says as follows:

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 in-
dispensible 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 pro-
per 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 correct.


DONALD M. BRISKMAN

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


NOTARY PUBLIC, Alabama State at Large
My Commission Expires: 11/7/71

FILED

JUL 15 1969

ALICE J. DUCK CLERK
REGISTER