

(b) The effective date of the policy referred to in answer number 4 above was September 11, 1961.

(c) Policy No. 4048-G; copy attached.

5. This defendant does not have a list of parties insured under Policy No. 4048-G. Under said policy, members of the Eglin Federal Credit Union, as defined in policy, may be insured if said members are eligible for insurance under the policy, and if insurance becomes effective for said members under the terms and conditions of the policy.


6. See attached exhibits.

7. This defendant did not notify Sullivan Sanks, Jr., of the issuance of Policy No. 4048-G. This policy is a group credit life insurance policy issued to the Eglin Federal Credit Union, and the Eglin Federal Credit Union is designated in said policy as the entity to receive payment of any insurance proceeds payable under the policy. Members of the Eglin Federal Credit Union are not required to pay any sum to the Eglin Federal Credit Union or this defendant for insurance under said policy.

8. See answer to number 6 above.

9. No.

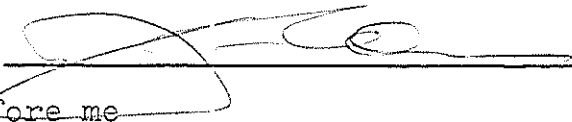
10. The last payment to this defendant for insurance under Policy No. 4048-G was made by Eglin Federal Credit Union on or about November 5, 1968. Members of the Eglin Federal Credit Union are not required to pay any sum to the Eglin Federal Credit Union for this defendant for insurance under the said policy.


Attorney for Defendant, Minnesota
Mutual Life Insurance Company of
Minnesota, a corporation.

STATE OF ALABAMA)
 *
BALDWIN COUNTY)

Before me, the undersigned authority, personally appeared James R. Owen, who first being duly and legally sworn deposes and says: That he is the attorney for defendant, Minnesota Mutual Life Insurance Company; that he has read over the foregoing answers to interrogatories; that he is informed and believes and on such

information and belief states that the answers to said interrogatories are true and correct.


Sworn to and subscribed before me
on this the 25th day of July, 1969.

Ernestine R. Davis
Notary Public, Baldwin County, Alabama

FILED

JUL 25 1969

ALICE J. DUCK CLERK
REGISTER



GROUP DEPARTMENT

THE MINNESOTA MUTUAL LIFE INSURANCE COMPANY

SAINT PAUL, MINNESOTA 55101

CREDIT UNION CLAIM STATEMENT

POLICY NUMBER 4048-G☐ DEATH CLAIM ☒ DISABILITY CLAIM

1. Name of Member Sullivan Sanks, Jr.
2. Address 607 Moog Ave.
Bay Minette, Ala. 36507
3. Employer Retired Usual Duties of Livelihood _____
(Instructor, motor mechanic, housewife, student, etc.)
4. Date of Birth 6 October 1929 Date of Death _____ Date of Disability 25 April 1967
5. Date Usual Duties Last Performed Full Time 25 April 1967 Reason Duties Discontinued Disability
(Illness, injury—If retired, state reason)
6. Were Member's Accounts Subject to Payroll Deduction? ☐ Yes ☐ No
If yes, give last entry date on account record which represents deductions from wages earned prior to date usual duties last performed _____
7. Is this a Joint Account? ☐ Yes ☐ No
- NOTE: Copy of application must be submitted on all joint loan accounts

COMPLETE FOR LOAN INSURANCE

8. On date of each loan for which claim is made, was member physically able to perform the usual duties (including military) of his livelihood on a full time basis?

Yes No
☒ ☐
☐ ☐
☐ ☐

Date of Loan

14 Oct. 1966

Original Amount of Loan

\$ 565.00

Principal Balance at Date of Death or Disability

\$ 372.19

NOTE: Attach explanation if any answer is "no"

Interest Due, if Any
(Exclude interest payments in arrears more than 6 months)

5.83

Total Amount Claimed

\$ 378.02

COMPLETE FOR SAVINGS INSURANCE

9. Date Member's Savings Account Opened _____ Savings Account Balance on Date of Death \$ _____

NOTE: The amount payable at death is determined by the age and physical condition of the insured at the time of deposit or withdrawal and is subject to the maximum amount stated in the policy.

COMPLETE FOR ALL CLAIMS

I certify that the above named person is, or was, a member insured under this policy. The payment of the amounts claimed under the loan insurance contract, subject to the limitations thereunder, will release the Minnesota Mutual Life Insurance Company from all obligations under such contract resulting from the death or disability of the above identified member.

I further certify that the information provided above is true and correct to the best of my knowledge and belief.

Belin Federal Credit Union

Name of Credit Union

14 June 1967

Date

Wilmer A. Marques, Jr. Signature and Title of Authorized Representative

INSTRUCTIONS

- A. Use this form for either DEATH OR DISABILITY claims. Check the box at the top of the form to indicate type of claim.
- B. For ALL CLAIMS submit original or certified copy of member's account records for period from date account opened to date of death (to current date for disability claim).
- C. For DEATH CLAIMS, attach a certified copy of the official death record or have attending physician complete statement on reverse side of this form. Newspaper clipping of public death notice may be substituted for claims of \$250 or less.
- D. For DISABILITY CLAIMS, member should complete "Statement of Insured" F 1284 B, Part I. Member's physician should complete "Attending Physician's Statement of Disability" F 1284 B, Part II.

B

✓



PHYSICIAN'S STATEMENT

RECEIVED

1. FULL NAME OF DECEASED

JUN 10 1967

DATE OF DEATH

AGE AT DEATH

RESIDENCE AT DEATH

GROUPELLE, J. C.
MINN. MUTUAL LIFE INS. CO.

PLACE OF DEATH

(If hospital or institution, give name)

2. CAUSE OF DEATH

Enter only one cause per line for
(A), (B) and (C).

*This does not mean the mode of
dying, such as heart failure, as-
thenia, etc. It means the disease,
injury, or complication which
caused death.

MEDICAL CERTIFICATION

DISEASE OR CONDITION DIRECTLY LEADING TO DEATH*

(A)

ANTECEDENT CAUSES

Morbidity conditions, if any, giving rise to the above cause (A) stating the underlying cause last.

DUE TO (B)

DUE TO (C)

INTERVAL BETWEEN
ONSET AND DEATH

(A)

(B)

(C)

OTHER SIGNIFICANT CONDITIONS

Conditions contributing to the death but not related to the disease or condition causing death.

3. DATE OF FIRST ATTENDANCE IN LAST ILLNESS

DATE OF LAST ATTENDANCE IN LAST ILLNESS

4. IF DEATH WAS DUE TO ACCIDENT, SUICIDE, OR HOMICIDE, SPECIFY WHICH.
DESCRIBE BRIEFLY.WAS AN INQUEST HELD? ☐ YES ☐ NOWAS AN AUTOPSY PERFORMED? ☐ YES ☐ NO
IF SO, BY WHOM AND WITH WHAT FINDINGS?5. HAVE YOU TREATED OR ADVISED THE DECEASED DURING THE LAST 5 YEARS PRIOR TO THE LAST ILLNESS?
DID THE DECEASED, TO YOUR KNOWLEDGE, RECEIVE TREATMENT DURING THE LAST 5 YEARS FROM ANY
OTHER PHYSICIAN, OR IN ANY HOSPITAL OR INSTITUTION?☐ YES ☐ NO☐ YES ☐ NO

If yes to either question, please furnish the following:

NAME

ADDRESS

NATURE OF ILLNESS OR INJURY

DATES

THESE STATEMENTS ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

(Signature)

M.D.

(Date)

19

(Address)

A GRADUATE OF _____ YEAR 19____

TO THE PHYSICIAN:

PLEASE CONFORM AS CLOSELY AS POSSIBLE TO THE INTERNATIONAL LIST OF CAUSES OF DEATH. IF THE CASE FALLS IN THE CLASS OF VIOLENT
OR ACCIDENTAL DEATH, PLEASE GIVE DETAILS AND DESCRIBE HOW INJURY WAS RECEIVED. IF SUICIDE OR HOMICIDE, STATE THE MEANS EMPLOYED.
IN SURGICAL CASES, STATE THE NATURE OF THE OPERATION AND OF THE DISEASE OR CONDITION WHICH REQUIRED SUCH PROCEDURE. IN FEMALES,
PUERPERAL STATES ARE TO BE INDICATED, IF INVOLVED. IN NEOPLASMS, GIVE TYPE AND PART FIRST INVOLVED. PLEASE AVOID INDEFINITE
TERMS. DESCRIBE ANY UNUSUAL FEATURES AND AMPLIFY SUFFICIENTLY TO MAKE THE CASE CLEAR.

16779



Name <i>SULLIVAN SANKS JR.</i>	Disability Claim Number
Present Address <i>607 Meag Ave, Bay Minette, Ala, 36507</i>	

ATTENDING PHYSICIAN'S STATEMENT OF DISABILITY

The Insured is responsible for the completion of this form without expense to the Company. You may mail this form direct to the Home Office of the Company. Space is available on the reverse side if you wish to amplify your answers.

HISTORY	(Answers should give dates)
(a) When did present illness begin, or injury occur?	Oct. 1966
(b) When was the Insured obliged to cease work?	April 25, 1967
(c) Is there a previous history of this illness?	No

PRESENT CONDITION	
(a) Subjective symptoms	<i>Asymptomatic</i> <i>Gen. lymphadenopathy</i>
(b) Objective findings	
Give report of latest x-rays, E.K.Gs., or any other special tests.	
(c) Is the Insured ...	
Ambulatory? <input checked="" type="checkbox"/> Bed confined? <input type="checkbox"/> House confined? <input type="checkbox"/> Hospital confined?.. <input type="checkbox"/>	

DIAGNOSIS	Lymphosarcoma, generalized
-----------	----------------------------

TREATMENT	
(a) Date of last visit	Patient is being treated by Dr. ^A William J. Atkinson in Mobile, Ala., and Dr. Lory Campbell. 2-3-67
(b) Frequency of visits	
(c) When did you last examine the Insured? ..	

PROGRESS	
Recovered..... <input type="checkbox"/> Improved..... <input type="checkbox"/> Unimproved..... <input type="checkbox"/> Retrogressed.... <input type="checkbox"/>	

DEGREE OF DISABILITY	REGULAR WORK	OTHER WORK
(a) Has the Insured been able to do any work? If so, from what date?	No 100 % permanent disability 4-25-67	
(b) If not, give approximate date when you think he will be able to work.	Mo.....Day.....Yr.....	Mo.....Day.....Yr.....
	Mo.....Yr.....	Mo. permanently disabled

If disability involves a mental condition, is the Insured competent to endorse checks and direct the use of the proceeds thereof with a clear understanding of the nature of his acts?	JUN 23 1967 CLAIMS DEPT
--	----------------------------

D

Complete appropriate section, if disability is due to **CARDIAC CONDITION, PULMONARY TUBERCULOSIS, or VISUAL IMPAIRMENT.**

HEART

(a) **CARDIAC**

(1) Functional capacity (AMERICAN HEART ASS'N.):

- Class 1 (No limitation)
Class 2 (Slight limitation)
Class 3 (Marked limitation)
Class 4 (Complete limitation)

☐
☐
☐
☐

(2) Blood pressure:

TUBERCULOSIS

(b) **PULMONARY TUBERCULOSIS**

(1) Extent: { Minimal
Moderately advanced
Far advanced

☐
☐
☐

(2) Clinical: { Active
(National TBC. Ass'n.) { Arrested
Inactive

☐
☐
☐

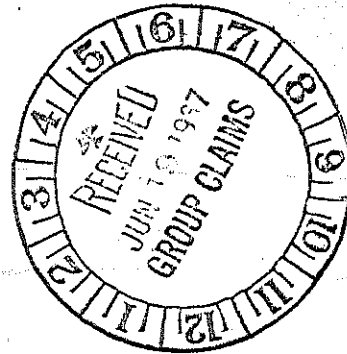
(3) Exercise status: { Not ambulatory
Partially ambulatory
Living under ordinary conditions of life

☐
☐
☐

(4) Any recent adverse laboratory findings?

Date Sputum last positive

(5) Therapy: Type & Dates



EYE

(c) **VISUAL IMPAIRMENT**

(1) Is Insured totally blind?

(Snellen Notation)

(2) If not totally blind, what was vision at last observation? { With Glasses
Without Glasses

O.D. O.S. Date

O.D. O.S. Date

(3) What is the extent of any gross visual field defect?

(4) Can vision be improved by treatment, operation, or lenses?

REMARKS

Date June 2, 19 67

Signed [Signature] M.D.

Address 1207 So. Main St.

Atmore, Ala.

A Graduate of Univ. of Ala. Year 1957

PART I. Claim for Total and Permanent Disability Benefits to
The Minnesota Mutual Life Insurance Company, St. Paul, Minn.

STATEMENT OF THE INSURED

—THIS STATEMENT IS NOT COMPLETE UNLESS ALL QUESTIONS ARE ANSWERED FULLY AND CLEARLY—

1. a. Full name Sullivan Sanks Jr. b. Permanent Address 607 Moog Ave.
c. Address where you may be called upon now Bay Minette, Ala.

2. a. Height 5 ft. 9 in. b. Weight 160 lbs. c. Born Oct. 6, 1929 at Alabama
(Date) (Place of Birth)

3. Number and amount of each policy in this Company under which you claim disability benefits.	Policy No.	Amount	Policy No.	Amount
	No.	\$	No.	\$
	No.	\$	No.	\$

4. a. What was your occupation prior to onset of disability?
Answer: Eglin Air Force Base b. Last employer's name and address.
Answer: Eglin Air Force Base c. If self-employed, state nature of work.
Answer:

5. a. When did your injury occur or illness begin?
Date Unknown, 19..... b. When did you give up work entirely because of disability?
Date 4-25-, 1967.

6. a. When did you first consult a physician?
Informed of Diagnosis
Date Oct. 15, 1966.
b. What physician is now attending you?
Name Dr. H. O. Wilson
Address Atmore, Ala.
c. Give names and addresses of all other physicians whom you have consulted during your disability.
Name Dr. A. J. Atkinson Address Mobile, Ala.
Name Dr. Lory Campbell Address Mobile, Ala.
Name Address
Name Address

7. What is the nature of the disease or injury which caused the disability you claim?
(Describe fully, giving history of your case to date and your present condition.)
LymphoSarcoma cancer in generalized Stage.
100 per cent, permanent disability.

RECEIVED

OCT 23 1967

8. a. Are you now *totally* disabled and prevented from performing any work or engaging in any occupation for remuneration or profit by reason of the above-described disability?
Answer: Yes b. If so, state date from which you have been *continuously and totally* so disabled.
Date 4-25-, 1967.

9. a. If totally disabled, will your disability be permanent?
Answer: Yes b. When do you think you will be able to resume your duties in part?
Answer: Not At All

10. a. How long were you confined to your bed?
From, 19....., to, 19..... b. Are you still confined to your bed?
Answer: No

STATEMENT OF INSURED—(Cont'd)

11. a. How long were you confined to the house?

From....., 19....., to....., 19.....

b. Are you still confined to the house?

Answer: NO

12. a. Were you confined to a hospital or sanitarium?

Name Mobile Infirmary

Address Mobile, Ala.

From Oct 19 66 to Oct 21 66

b. Do you contemplate entering a hospital or sanitarium?

Answer: Whenever needed

13. a. Have you resumed any part of your work?

NO

If so, give date.....

b. Describe fully any work you are now doing indoors, around

the premises or elsewhere. NONE

14. a. Are you making claim for workmen's compensation?

Answer: NO

b. Have you ever made claim to the U. S. Veterans Administration?

Answer: NO

15. Give full information concerning any insurance on your life in other companies.

	Name of Company	Amount	Year of Issue	Disability Income
a. Life Insurance		\$.....		\$..... Month
		\$.....		\$..... "
		\$.....		\$..... "
		\$.....		\$..... "
		\$.....		\$..... "
b. Accident Insurance		\$.....		\$..... Week
		\$.....		\$..... "
c. Health Insurance		\$.....		\$..... "
		\$.....		\$..... "

16. Remarks: (You may use this space to give any additional information.)

Letter Attached.

The furnishing of this form by the Company shall not constitute either an admission by it that any disability insurance is in force or a waiver of any of the Company's rights or defenses.

Date 6-12-67

Witness

Signature of the Insured

Sullivan Sanks Jr.
607 Moog Ave.
Bay Minette, Ala.

Ailment: Lymphosarcoma cancer in a generalized stage.

First saw a doctor Oct. 6, 1966.

Informed of diagnosis Oct. 15, 1966.

Hospitalized for treatment Mobile Infirmary Oct. 19
thru Oct. 21, 1966. And again in Mobile Infirmary
Jan. 16 thru Jan. 20, 1967.

He has not been able to perform his regular work
since Oct. He used his sick leave and retired
from his job at Eglin Air Force Base with a
100 per cent permanent disability. His retirement
became effective April 25, 1967. He is not going
to work anywhere, anytime for anybody.

The doctors he has consulted are:
Dr. H. Q. Wilson, Atmore, Ala.
Dr. A. J. Atkinson, Mobile, Ala.
Dr. Lory Campbell, Mobile, Ala.

He is not confined to his bed or to the house.
He has no set appointment to reenter the hospital
but he will go anytime his doctor thinks it
advisable.

RECEIVED

12-1967

CLAIMS DEPT

F

✓

NAME John A. Smith, Jr.LOAN OR ACCOUNT NO. 16779

CREDIT UNION

Insurance Questions -

1. Have you ever been treated for or told that you have any of the following:
Heart Trouble, High Blood Pressure, Rheumatic Fever, Mental Illness, Bone
& Joint Disorder, Cancer, Diabetes, Lung Disease? ☐ Yes ☒ No
2. Are you aware of any condition, or have you been advised of a condition,
that will require you to be hospitalized, or to receive medical advice or
treatment, or to undergo a surgical procedure? ☐ Yes ☒ No

The answers to the above are true to the best of my knowledge and belief. They are given for the purpose of obtaining Total and Permanent Disability insurance through the above named Credit Union. I understand that disability benefits are payable only in the event I become totally and permanently disabled to the extent that I am thereby unable to engage in any occupation.

Oct 19-6
DateJohn A. Smith, Jr.
Signature of Member

To be Completed by the Company

Approved ☐Declined ☐

By _____

Date _____

F. 12459 3-64



RECEIVED
JUN 26 1967
CLAIMS DEPT

EGLIN FEDERAL CREDIT UNION,
Plaintiff,

VS.

SULLIVAN SANKS, JR.,
Defendant and Third
Party Plaintiff,

AND

MINNESOTA MUTUAL LIFE INSURANCE
COMPANY OF MINNESOTA, a corpora-
tion,

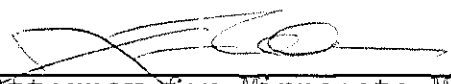
Third Party Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
NO. 8349

PLEA

Now comes Minnesota Mutual Life Insurance Company of
Minnesota, a corporation, and for plea to the complaint heretofore
filed by Sullivan Sanks, Jr., defendant and third party plaintiff,
and to each and every count and paragraph thereof, separately and
severally, and says:

1. The allegations of the complaint are untrue.


Attorney for Minnesota Mutual Life
Insurance Company of Minnesota,
a corporation, Third Party Defendant.

FILED

JUL 7 1969

ALICE J. DUCK CLERK
REGISTER

STATE OF ALABAMA

DEPARTMENT OF INSURANCE

I, the undersigned as Superintendent of Insurance for the State of Alabama, hereby certify that on the 8th day of November, 1968, I sent by registered mail in an envelope as follows:

Minnesota Mutual Life Insurance Company
Victory Square
St. Paul, Minnesota 55101

REGISTERED MAIL
RETURN RECEIPT REQUESTED

bearing sufficient prepaid postage, a copy of a summons and complaint served upon me by the Sheriff of Montgomery County, Alabama, in a cause styled as follows:

Eglin Federal Credit Union, Plaintiff

in the Circuit Court of Baldwin County

VERSUS

Sullivan Sanks, Jr., Defendant & Third Party Plaintiff

Minnesota Mutual Life Insurance Company, Defendant
(Name of Court)

And that on the 18th day of November, 1968, I received the return card showing receipt by the designated addressee of said envelope on the 14th day of November, 1968.

Witness my hand and official seal this the 18th day of November, 1968.

Walter J. Hance
SUPERINTENDENT OF INSURANCE

FILED

NOV 19 1968

VOL

63 PAGE 634

ALICE J. DUCK

CLERK
REGISTER

EGLIN FEDERAL CREDIT UNION

X

Plaintiff

X

IN THE CIRCUIT COURT OF

vs

X

BALDWIN COUNTY, ALABAMA

SULLIVAN SANKS, JR.

X

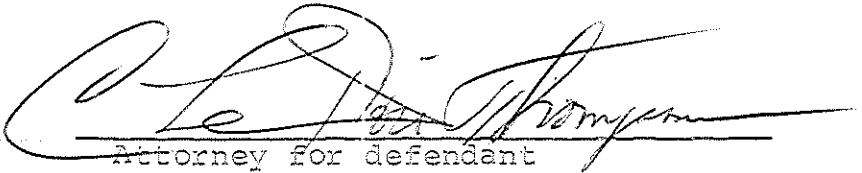
CASE NO. _____

Defendant

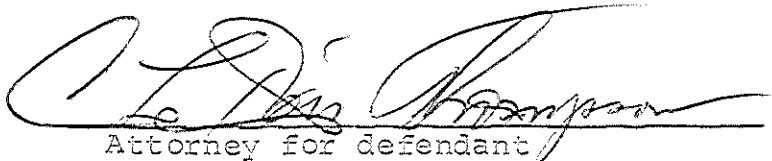
X

Now comes the defendant, Sullivan Sanks, Jr., ^{by his attorney of record} upon whom service of the original complaint in the above described cause has been made and shows unto the court that the plaintiff in such cause is a non-resident corporation of the State of Alabama, and security for costs has not been made by the plaintiff.

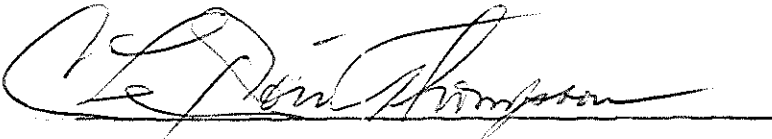
Wherefore, defendant moves that the cause be dismissed for failure to give security for costs in the mode and manner provided by the statutes of the State of Alabama, thereunto relating.


Attorney for defendant

Defendant respectfully demands a trial by jury.


Attorney for defendant

I hereby certify that I have this 25 day of October, 1968, served a copy of the foregoing motion on Honorable Walter S. Patton, attorney for the plaintiff, by depositing copy of same in the U. S. Mail, postage prepaid, properly addressed to his office at P. O. Box 413, Fairhope, Alabama.



FILED

OCT 29 1968

ALICE J. DICK

CLERK
REGISTER

Eglin Federal Credit Union

Plaintiff,

vs.

Sullivan Sanks, Jr.

Defendant

In the Circuit Court of

Baldwin County, Alabama,

Case No. 8349AT LAW

The Plaintiff claims of the defendant Four Hundred Twenty and 69/100 (\$420.69) DOLLARS, this amount being the unpaid balance due by a promissory note made by the defendant on, to-wit, October 14, 1966, in the face of Five Hundred Sixty-five and no/100 (\$565.00) DOLLARS and payable in monthly installments with a provision that in case of any default in payments the entire balance of said note would become immediately due and payable, at the option of the holder, which said unpaid balance became due and payable on, to-wit, June 1, 1968, by virtue of default in said installment payments, and plaintiff also claims interest thereon as provided by said note.

Plaintiff further avers that by the terms of said note, the defendants agreed to pay a reasonable attorney's fee in the event said note was placed in the hands of an attorney for collection, and the plaintiff claims the benefit thereof.

A copy of said note is attached hereto and is hereby incorporated in this complaint.

Owens & Patton
Attorneys for Plaintiff

By Walter J. Patton

FILED

OCT 3 1968

ALICE J. DUCK CLERK
REGISTER

NOTE

Account No. 14779Note No. 14\$ 51.50

For value received, I/we, jointly and severally, promise to pay to the Eglin Federal Credit Union, or order, the sum of Five hundred and fifty dollars and no / 100 Dollars with interest on unpaid balances at the rate of 3 1/2% per month, payable in 24 installments of Twenty Dollars and no / 100 Dollars; the first payment to be made on 12.1.66 and a like amount every month thereafter until the full amount has been paid in full.

Collateral: My car

It is agreed that upon cessation from this activity, this loan shall become due and payable in full at the option of the holder. In case of any default in payments as herein agreed, the entire balance of this note shall become immediately due and payable, at the option of the holder.

Each party to this note, whether as maker, indorser or guarantor, severally waives presentment for payment, demand, protest and notice of protest and dishonor of the same.

It is further agreed by each party hereto, that in case payments shall not be made at maturity, he shall pay the costs of collection or attorney's fee, in an amount equal to twenty per cent of the principal and interest due on this note, but such charge in no event to be less than ten dollars.

I/We, the undersigned, do hereby pledge all paid shares and payments on shares which I/We have now or hereafter may have in this Credit Union as security for this loan and do further pledge, assign, transfer and set over any salaries and or commission from U. S. A. F. (employer) which have or may accrue to my/our credit as security for this loan; and the Eglin Federal Credit Union is hereby authorized to give such notice to said employer as may be necessary to make this assignment operative. This pledge and assignment is given to secure the payment of this loan and interests and costs that may accrue thereon, and I/we hereby authorize the Treasurer to apply any or all such paid shares and payments on shares to the payment of said loan and interests and costs.

Signature of Witness	Signature of Maker and Comakers	Address
<u>M. J. Adams</u>	<u>John J. Adams</u> (SEAL)	<u>607 1/2 S. 1st St. Waco, Tex.</u>
	<u>John J. Adams</u> (SEAL)	
	<u>John J. Adams</u> (SEAL)	
	<u>John J. Adams</u> (SEAL)	
	<u>John J. Adams</u> (SEAL)	

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No.....

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to SummonSullivan Sanks, Jr.....

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.....

.....Sullivan Sanks, Jr., Defendant.....

byEglin Federal Credit Union.....

..... Plaintiff.....

Witness my hand this.....3rd.....day of.....Oct.....1968.....

.....Clerk

Ey 10-16-68

No. 8349

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Eglin Federal Credit Union

Plaintiffs

vs.

Sullivan Sanks, Jr.

Defendants

607 Moog Ave Bm

SUMMONS AND COMPLAINT

Filed **FILED** 19.....

OCT 3 1968 Clerk

ALICE J. DUCK

CLERK
REGISTER

Owens & Patton

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

607 Moog Ave. Bay Minette

Received In Office

OCT 3 1968 19.....

WALTER WILKINS
SHERIFF

Sheriff

I have executed this summons

this OCTOBER 18 1968

by leaving a copy with

SULLIVAN SANKS JR.

EGLIN FEDERAL CREDIT UNION

X

Plaintiff

X

vs

IN THE CIRCUIT COURT OF

SULLIVAN SANKS, JR.,

X

BALDWIN COUNTY, ALABAMA

Defendant and Third
Party Plaintiff

X

CASE NO. 8349

MINNESOTA MUTUAL LIFE INSURANCE
COMPANY of Minnesota, a corporationX

Third Party Defendant

X

1. That the said Third Party Defendant, is Minnesota Mutual Life Insurance Company of Minnesota and that the said corporation may be served through the Superintendent of Insurance, State of Alabama, at Montgomery, Alabama.

2. That on to-wit, October 14, 1966, as a member of said Eglin Federal Credit Union, defendant and third party plaintiff, Sullivan Sanks, Jr., did obtain a loan in the amount of \$565.00 and at the time of making said loan, he became insured by Minnesota Mutual Life Insurance Company, to-wit: said insurer would pay the said Eglin Federal Credit Union, if the said third party plaintiff, Sullivan Sanks, Jr., became totally and permanently disabled or died during the life of the said note.

3. That the said defendant and third party plaintiff, Sullivan Sanks, Jr., did become totally disabled and was retired from his said employment because of such and that said Minnesota Mutual Life Insurance Company of Minnesota breached its said contract of insurance, to-wit: its policy issued to the said Eglin Federal Credit Union covering and to the benefit of your said third party plaintiff, in that the said insurance company failed or refused to pay the debt of your said third party plaintiff in accordance with the terms of the "credit life or disability insurance policy" mentioned herein.

Wherefore, your said third party plaintiff has been damaged in that the said Eglin Federal Credit Union has sued in this said case, Civil No. 8349 for the sum of \$420.69

together with interest thereon and attorney fee, all of
which is to the damage of your said third party plaintiff.

Sullivan Sanks Jr.
Defendant and Third Party Plaintiff
Sullivan Sanks, Jr.

C. LeNoir Thompson
Counsel for Defendant and
Third Party Plaintiff

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority, personally appeared
Sullivan Sanks, Jr., who being duly sworn, deposes and says:

That the facts stated in the foregoing complaint are
true and correct.

Sullivan Sanks Jr.
Sullivan Sanks, Jr.

Sworn to and subscribed before me this 1 day of

November, 1968.

C. LeNoir Thompson
Notary Public, Baldwin County, Alabama

FILED

NOV 1 1968

ALICE J. BUCK CLERK
REGISTER

C
O
P
Y

Eglin Federal Credit Union

Plaintiff,

vs.

Sullivan Sanks, Jr.

Defendant

In the Circuit Court of

Baldwin County, Alabama,

Case No. _____

The plaintiff claims of the defendant Four Hundred Twenty and 69/100 (\$420.69) Dollars, this amount being the unpaid balance due by a promissory note made by the defendant on, to-wit, October 14, 1966, in the face of Five Hundred Sixty-five and no/100 (\$565.00) DOLLARS and payable in monthly installments with a provision that in case of any default in payments, the entire balance of said note would become immediately due and payable, at the option of the holder, which said unpaid balance became due and payable on, to-wit, June 1, 1968, by virtue of default in said installment payments, and plaintiff also claims interest thereon as provided by said note.

Plaintiff further avers that by the terms of said note, the defendants agreed to pay a reasonable attorney's fee in the event said note was placed in the hands of an attorney for collection, and the plaintiff claims the benefit thereof.

A copy of said note is attached hereto and is hereby incorporated in this complaint.

Owens & Patton
Attorneys for Plaintiff

By (Signed) Walter S. Patton

FILED

NOV 1 1968

ALICE J. SULLIVAN CLERK
REGISTER

EGLIN FEDERAL CREDIT UNION	X	
Plaintiff	X	
vs	X	IN THE CIRCUIT COURT OF
SULLIVAN SANKS, JR.,	X	BALDWIN COUNTY, ALABAMA
Defendant and Third	X	CASE NO. 8349
Party Plaintiff	X	
MINNESOTA MUTUAL LIFE INSURANCE	X	
COMPANY of Minnesota, a corpora-	X	
tion		
Third Party Defendant	X	

Now comes Sullivan Sanks, Jr., defendant and third party plaintiff in the above styled cause and propounds the following interrogatories to The Minnesota Mutual Life Insurance Company of Minnesota, a corporation:

1. Please give your full name and address and place of incorporation.

2. Are you qualified to do business under the laws of the State of Florida, and if so, please give the full name and address of your agent for service of legal process in this state, and the date of qualification.

3. Are you qualified to do business under the laws of the State of Alabama, and if so, please give the full name and address of your agent for service of legal process in this state, and the date of qualification.

4. State whether or not on or about October 14, 1966, you had an insurance contract with Eglin Federal Credit Union whereby you insured said Credit Union as to its employee members on loans made by said members from said Credit Union against death or permanent disability as to the balance due on said loans at the time the act insured against should occur, and if such insurance contract was in force on to-wit, April 25, 1967.

(b) If you answer that you did entered into a contract as inquired about in number four, please state the date of your contract with this Company.

(c) Also give policy number and attach a copy of said policy to your answers.

5. Was defendant and third party plaintiff, Sullivan Sanks, Jr., included on the list of parties insured under said policy?

6. Did you have any notice that defendant and third party plaintiff, Sullivan Sanks, Jr., was separated from Eglin Air Force Base at any time while said policy was in force, and if so, please state who gave you such notice, and if said notice was given to you in writing, please attach a copy of the same.

7. If you issued the policy inquired about in number four above, please state whether or not you notified Sullivan Sanks, Jr., of the issuance of said policy, and if so, state on what date you notified him, and if in writing, attach a copy of your notice to him.

8. If you issued a policy inquired about in number four above, please state whether or not the Credit Union ever notified you that Sullivan Sanks, Jr., had been separated from Eglin Air Force Base.

(b) If you did receive such notice, please attach a copy of any communication to you of this fact, showing reason for termination of such employment.

9. Have you ever been called on by the Credit Union inquired about in number four above, to make any payment to defendant and third party plaintiff, Sullivan Sanks, Jr., or the Credit Union inquired about?

(b) If so, please attach a copy of any written communication showing when you were called upon to make such payments.

(c) Have you ever made any payments to defendant and third party plaintiff Sullivan Sanks, Jr., or the Credit Union inquired about in number four above?

(d) If you did make any such payments, please state the name and date of such payments and the amount.

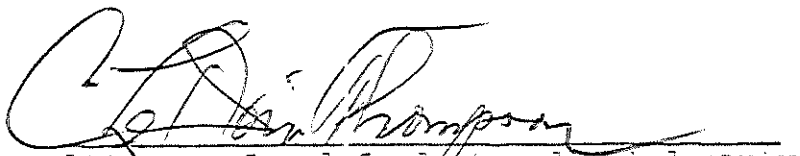
10. Please state when the last payment was made to you for the insurance inquired about in number four above, if you issued the policy inquired about.

FILED

NOV 1 1968

ALICE J. DUCK

CLERK
REGISTER


Attorney for defendant and third party
plaintiff, Sullivan Sanks, Jr.

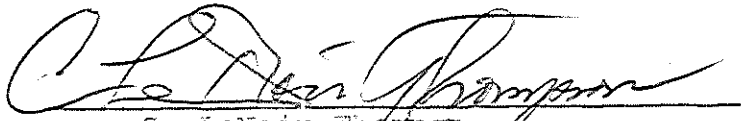
VOL

63 PAGE 627

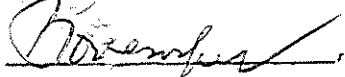
STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority, on this day personally appeared C. LeNoir Thompson attorney for defendant and third party plaintiff, who after being duly sworn says on his oath that the answers to the foregoing interrogatories, if fully and truthfully made, will be material evidence for defendant and third party plaintiff Sullivan Sanks, Jr., in this cause.


C. LeNoir Thompson

Subscribed and sworn to before me this 1st day of

 1968.


Notary Public, Baldwin County, Alabama

FILED

NOV 1 1968

ALICE J. BECK CLERK
REGISTER

Mr. C. B. 9

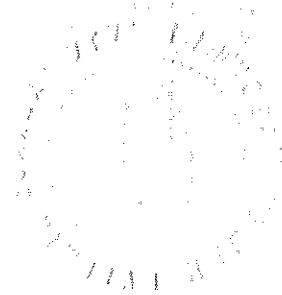
Elgin Federal Credit Union

US

Sullivan Sank's, Jr.
Dept Third Party
11/1/71

Minnesota Mutual Life
Ins Co of Minnesota.
Third Party Dept

Interrogatories



SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No. 8349

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Minnesota Mutual Life Insurance Company of
Minnesota, a corporation

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 Sullivan Sanks, Jr.,
Defendant and third party plaintiff, and Minnesota Mutual Life Insurance Company of
Minnesota, a corp., Third party Defendant. Defendant.....

by Elgin Federal Credit Union

..... Plaintiff.....

Witness my hand this..... 1st day of November 19.. 68

Alice D. Dukes Clerk

24:11-8-68