

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

May 10, 1971

Mrs. Eunice Blackmon, Clerk
Circuit Court, Baldwin County
Bay Minette, Alabama 36507

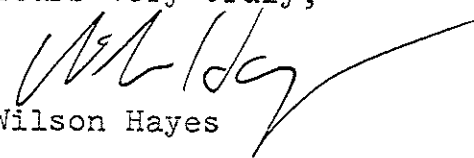
Re: Pinto Credit Union Vs. Sanks
Number 9513

Dear Eunice:

Please file the enclosed demurrer in the above
noted case.

With kind regards, I am

Yours very truly,


Wilson Hayes

WH/ms
Enc.

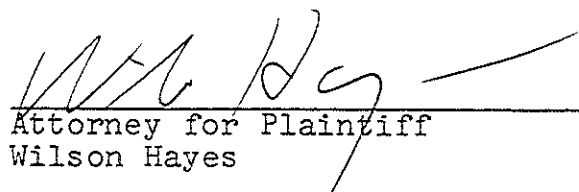
cc: Hon. C. Lenoir Thompson

PINTO CREDIT UNION, § IN THE CIRCUIT COURT OF
 § BALDWIN COUNTY, ALABAMA
 § AT LAW
JAMES S. SANKS, §
 § NUMBER: 9513
Defendant.

DEMURRER

Comes now Plaintiff in the above styled cause and demurs to the answer heretofore filed in this cause by Defendant and says:

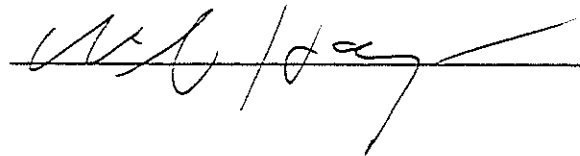
1. For aught that appears Defendant was not covered by any insurance policy described in Answer Number 3.
2. For aught that appears, Defendant was not disabled in such fashion as to become a beneficiary under any insurance policy described in Answer Number 3.
3. Answer Number 3 is immaterial.
4. Answer Number 4 is immaterial.
5. Answer Number 5 is multifarious.



Attorney for Plaintiff
Wilson Hayes

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 10 day of May, 1971, served a copy of the foregoing pleading on counsel for all Parties to this proceeding by mailing the same by United States Mail, properly addressed, with first class postage prepaid.



FILED

MAY 11 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

October 13, 1970

Clerk, Circuit Court
Baldwin County
Bay Minette, Alabama 36507

Dear Mrs. Duck:

Please file the enclosed suits entitled:

Pinto Credit Union Vs. James S. Sanks

Pinto Credit Union Vs. J. L. Boutwell

9513
9514

With kind regards, I am

Yours very truly,


Wilson Hayes

WH/ms
Encs.


PINTO CREDIT UNION,
Plaintiff,
-vs-
JAMES S. SANKS,
Defendant.

X
X
X
X
X
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
NUMBER: 9513

A N S W E R :

Comes the defendant in the above styled cause and for answer to the complaint filed in said cause shows unto this Honorable Court as follows:

- (1) He denies the allegations of said complaint.
- (2) The said defendant for answer to the said complaint says that he has paid the debt for recovery for which this suit was brought before said action was commenced.
- (3) That at the time said loan was obtained the said plaintiff maintained a group insurance, which said policy would pay the outstanding obligations of any member of said Credit Union, who became disabled. The said defendant herein is totally disabled under the rules of the Social Security Administration.
- (4) Comes the defendant and, without in any way confessing the plaintiff's claim or demand, as a defense to the action of the plaintiff, says: That at the time said action was commenced, the plaintiff was indebted to the defendant in the sum of One Hundred Twenty-Eight and Thirty/One Hundredths (\$128.30) Dollars, for this: That the said defendant had on deposit with the plaintiff the sum of \$5.30, and that said defendant had a certain insurance policy through the said plaintiff, which policy said plaintiff cancelled and collected the sum of One Hundred Twenty-Three (\$123.00) Dollars; for all of which said injuries the plaintiff is indebted to the defendant in the sum of One Hundred Twenty-Eight and Thirty/One Hundredths (\$128.30) Dollars which the defendant hereby offers to set off against the demand of the plaintiff, and he claims judgment for the excess.


ATTORNEY FOR DEFENDANT.

CERTIFICATE OF SERVICE

I, C. LeNoir Thompson, Attorney for the Defendant in the foregoing Answer, do hereby certify that I have this day mailed a copy of the foregoing Answer to Honorable Wilson Hayes, Attorney for the Plaintiff, by depositing a copy of same in the United States Mail, postage prepaid.


C. LeNOIR THOMPSON

FILED

MAR 8 1971

EDWINCE B. BLACKMON CIRCUIT
CLERK

PINTO CREDIT UNION	*	IN THE CIRCUIT COURT OF
Plaintiff	*	BALDWIN COUNTY, ALABAMA
vs	*	AT LAW
JAMES S. SANKS	*	NUMBER: 9513
Defendant	*	

Comes the defendant in the above styled cause and
propounds the following interrogatories to the plaintiff,
Pinto Credit Union:

1. State your name.
2. Are you an officer or official of any kind in
the Pinto Credit Union?
3. State the names and addresses of the President and
Secretary of the Credit Union.
4. Is the Credit Union a cooperative association?
5. Is the Credit Union incorporated?
6. If so, state where.
7. Do you have a loan account with James S. Sanks,
defendant in this cause?
8. If so, attach a copy of his note and an itemized
statement of his account, if any part is outstanding.
9. Did the Credit Union carry disability insurance on
the borrowers on the date shown on the said note?
10. If your answer to the foregoing is "yes", state
the name of the company with which the account was insured
on the date of the loan and list the name of all companies
with which disability insurance was carried subsequent
to the date of the loan.
11. State whether or not the Credit Union was notified
of the disability of the said defendant and on what date
said notice was received by the Credit Union.
12. Attach a statement of the account of the said
James S. Sanks being sure that said account shows all
payments and the dates on which said payments were made and
the name of the payee for the dates payments were made after
notice of disability was received by the Credit Union.

13. Attach a Xerox copy of the Credit Life Insurance carried.


Attorney for Defendant

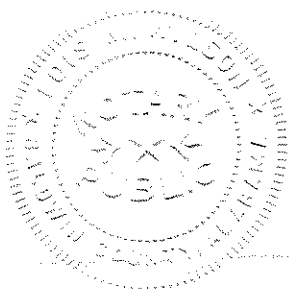
STATE OF ALABAMA
BALDWIN COUNTY

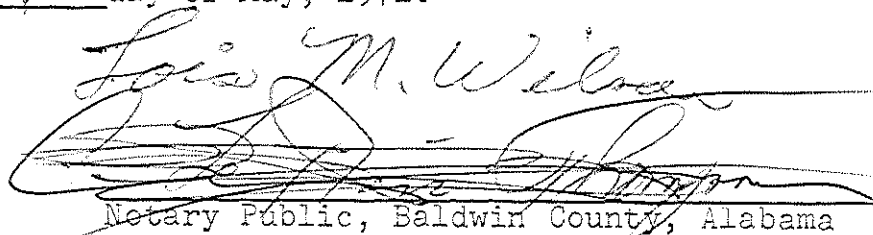
Before me, the undersigned Notary Public, in and for said State and County, personally appeared C. LeNoir Thompson, who being by me first duly sworn, deposes on oath and says as follows:

My name is C. LeNoir Thompson, I am the Attorney of Record for the defendant in the above entitled cause and as such, I am authorized to make this affidavit. I further state that the answer of the plaintiff to the foregoing interrogatories will, if truthfully made, be material evidence for the defendant on the trial of said cause.


C. LeNoir Thompson

Subscribed and sworn to before me by the said C. LeNoir Thompson on this the 24th day of May, 1971.




Lois M. Wilson
Notary Public, Baldwin County, Alabama

FILED

MAY 24 1971

EUNICE B. BLACKMON CIRCUIT CLERK

*Semin accepted & h.
25th day of May, 1971
W. L. Day -
Atty for Defend*

STATE OF ALABAMA
DEPARTMENT OF INSURANCE

I, the undersigned as Superintendent of Insurance for the State of Alabama,
hereby certify that on the 17th day of December, 1971, I
sent by registered mail in an envelope as follows:

Cuna Mutual Insurance Society
5910 Mineral Point Road
Madison, Wisconsin 53705

REGISTERED MAIL
RETURN RECEIPT REQUESTED

bearing sufficient prepaid postage, a copy of a summons and/^{third-party}complaint served upon
me by the Sheriff of Montgomery County, Alabama, in a cause styled as follows:

Pinto Credit Union, Plaintiff

Case No. 9513

in the Circuit Court of Baldwin County

VERSUS

James S. Sanks, vs.

Cuna Mutual Insurance Society,

(Name of Court)

Third-Party, Defendant

And that on the 27th day of December, 1971, I received
the return card showing receipt by the designated addressee of said envelope on
the 23rd day of December, 1971.

Witness my hand and official seal this the 27th day of December,
1971.

John A. Bookout
SUPERINTENDENT OF INSURANCE

FILED

DEC 29 1971

EUNICE B. BLACKMON
CIRCUIT
CLERK

9513

THE UNITED STATES OF AMERICA
DEPARTMENT OF JUSTICE

INVESTIGATION OF THE ACTS OF VIOLENCE
AND THE DESTRUCTION OF PROPERTY
IN THE CITY OF NEW YORK
ON THE 11TH DAY OF SEPTEMBER, 1957

THE FOLLOWING IS A SUMMARY OF THE
EVIDENCE OBTAINED FROM THE
INTERVIEW OF THE WITNESSES
ON THE 11TH DAY OF SEPTEMBER, 1957

THE WITNESSES STATED THAT
THEY HAD BEEN INFORMED BY
THE POLICE THAT THE
ACTS OF VIOLENCE HAD
TAKEN PLACE IN THE
CITY OF NEW YORK

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CITY OF NEW YORK

PINTO CREDIT UNION,)	
Plaintiff,)	IN THE CIRCUIT COURT OF
Vs.)	BALDWIN COUNTY, ALABAMA
JAMES S. SANKS,)	AT LAW
Defendant,)	CASE NUMBER <u>9513</u>
Vs.)	
CUNA MUTUAL INSURANCE SOCIETY,)	
Third-Party Defendant.))	

THIRD-PARTY COMPLAINT

Comes James S. Sanks, original defendant, in the above styled cause and files this his third party complaint against Cuna Mutual Insurance Society and has grounds for said action shows under this Honorable Court as follows:

That on to-wit the 29th day of May, 1968 said defendant was obligated for a loan from Pinto Credit Union in the balance due of \$254.59 together with interest thereon and that the said James S. Sanks became disabled on to-wit the 28th day of March, 1969.

That the said James S. Sanks was insured by a group insurance policy issued by Cuna Mutual Insurance Society through to or to EPinto Credit Union insuring the elligible members of the Pinto Credit Union as to the amount remaining unpaid on any loan between said members and the said Pinto Credit Union, as to the amount remaining unpaid at the time of the death or total and permanent disability of the member on any insurable loan balance up to a maximum of \$10,000 plus interest as herein provided.

(a) of the amount of members unpaid loan balance and

(b) of the members total and permanent disability prior to his 60th birthday.

And your defendant further shows that such contract was also for the payment of such an insurance policy on the life of your said defendant.

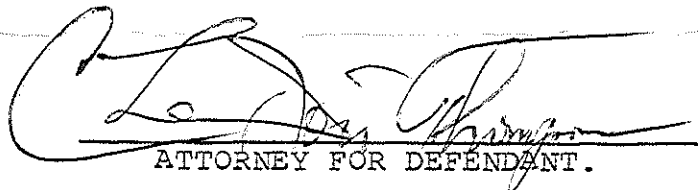
That your said defendant, although, being totally disabled has been sued by the said Pinto Credit Union for the sum of \$254.59 together with interest thereon and a reasonable attorney fee therefore.

That the said Cuna Mutual Insurance Society is liable for said indebtedness, interest, and penalty, for which your said defendant has been sued.

That the said Cuna Mutual Insurance Society has refused to carry out the obligation of its insurance contract entered into with Pinto Credit Union for the benefit of its members.

WHEREFORE your said defendant prays that said Cuna Mutual Insurance Society be interpleaded.

That said Cuna Mutual Insurance Society may be served upon the Insurance Commission of the State of Alabama, Montgomery, Alabama, and also may be served by registered mail to P. O. Box 391, Madison, Wisconsin.


ATTORNEY FOR DEFENDANT.

FILED

DEC 7 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

*Servic accepted
Thru 13th day of Dec, 1971
W. L. Day -
M. J. L.*

SUMMONS AND COMPLAINT

MOORE PRINTING CO. BAY MINETTE ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 9513

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Pinto Credit Union & Cuna Mutual Insurance Society

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 Cuna Mutual

Insurance Society, Third- Party Defendant.....

by James S. Sanks, Defendant,

Pinto Credit Union, Plaintiff.....

witness my hand this 7th day of December 1971

Carrie L. Blackman Clerk

STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

Pinto Credit Union

Plaintiffs

James S. Sanks, Dept
res.
Cum Mutual Ins. Defendants
3rd party

SUMMONS AND COMPLAINT

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

DEC 7 1971 Clerk

EUNICE B. BLACKMON CIRCUIT
CLERK

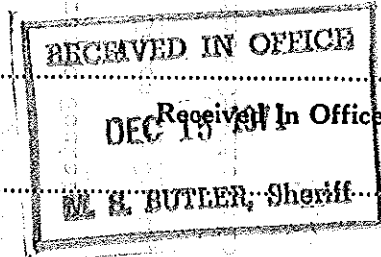
DEC 14 1971

TAYLOR WILKINS
SHERIFF

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at



19.....

Sheriff

I have executed this summons

this 19.....

by leaving a copy with

Executed by 2 copies of
the within J. G. Bosboud

Superintendent
of Insurance, State of Alabama

This 17 day Dec 1971

Sheriff of Montgomery County

M. S. Butler,

By McMath

M. S. Butler, Sheriff of Montgomery

County, Alabama, Claim \$1.50 each for

serving 1 process(es) and \$1.00

travel expense on each of 1 Sheriff

process(es) or a total of 2.50 Deputy Sheriff

McMath Deputy Sheriff

PINTO CREDIT UNION,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
	X	
vs.	X	
	X	
JAMES S. SANKS,	X	BALDWIN COUNTY, ALABAMA
Defendant,	X	
and	X	
CUNA MUTUAL INSURANCE	X	AT LAW NO. 9513
SOCIETY,	X	
Third Party	X	
Defendant.	X	

DEMURRER TO THIRD PARTY COMPLAINT

Comes now Cuna Mutual Insurance Society, Third Party Defendant in the above styled cause, by its attorneys, and demurs to the Complaint heretofore filed against it and assigns the following separate and several grounds in support thereof:

1. The Complaint fails to state a cause of action.
2. The Complaint fails to allege that the Defendant, James S. Sanks, is totally and permanently disabled.
3. The Complaint fails to allege that the Defendant, James S. Sanks, is indebted to the Plaintiff.
4. The Complaint fails to allege that the Defendant, James S. Sanks, is a member of Pinto Credit Union.
5. The allegations of the Complaint are conclusions of the pleader.
6. The allegation of the Complaint that Cuna Mutual Insurance Society is liable for said indebtedness, interest and penalty for which the Defendant has been sued is but a conclusion of the pleader and no facts are alleged to support such conclusion.

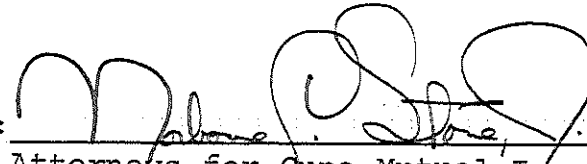
CERTIFICATE OF SERVICE


I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 5th day

of January, 1972

Respectfully submitted,

CHASON, STONE & CHASON

BY: 
Attorneys for Cuna Mutual Insurance Society



FILED

JAN 6 - 1972

EUNICE B. BLACKMON
CIRCUIT CLERK

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

August 9, 1972

° Mrs. Eunice Blackmon, Clerk
Circuit Court, Baldwin County
Bay Minette, Alabama 36507

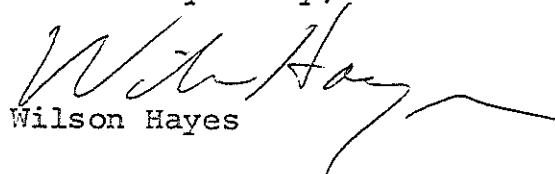
Re: Pinto Credit Union v Sanks
and Cuna Mutual, #9513

° Dear Eunice:

Please dismiss the above noted case and
tax the cost against the Defendants.

With kind regards, I am

Yours very truly,


Wilson Hayes

WH/mm

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon James S. Sanks to appear within thirty days from the service of this Writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of the Pinto Credit Union.

Witness my hand this the 14 day of Oct, 1970.

Alice J. Duck
Clerk

* * * * *

PINTO CREDIT UNION,	I	IN THE CIRCUIT COURT OF
Plaintiff,	I	BALDWIN COUNTY, ALABAMA
Vs.	I	AT LAW
JAMES S. SANKS,	I	
Defendant.	I	NUMBER: <u>9513</u>
	I	

The Plaintiff claims of the Defendant the sum of TWO HUNDRED FIFTY-FOUR AND 59/100 (\$254.59) DOLLARS, as balance due on a promissory note for \$400 made by him on the 29th day of May, 1968 and payable on the 5th day of January, 1970 with interest thereon.

The note contains provision for a reasonable Attorney's fee and waiver of exemption whereof Plaintiff claims benefit.

HAYES & BOGGS
Attorneys for Plaintiff

Wilson Hayes
Wilson Hayes

Defendant may be found at:

Route 2
Bay Minette, Alabama 36507

FILED

OCT 14 1970

ALICE J. DUCK CLERK
REGISTER

NUMBER: 9513

PINTO CREDIT UNION,
Plaintiff,
Vs.
JAMES S. SANKS,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

Defendant may be served:

Route 2
Bay Minette, Alabama 36507

Received 15 day of Oct 1970
and on 17 day of Oct 1970
I served a copy of the within JCL
on James S. Sanks
By service on _____

Sherriff claims 24 miles at
Ten Cents per mile Total \$ 240
TAYLOR WILKINS, Sheriff
By Self
Deputy Sheriff

TAYLOR WILKINS, Sheriff
By W. D. Self S.

12 miles north of B14

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

June 24, 1971

• Mrs. Eunice B. Blackmon, Clerk
Circuit Court, Baldwin County
Bay Minette, Alabama 36507

Re: Pinto Credit Union Vs.
James S. Sanks, #9513

• Dear Eunice:

Please file the enclosed answers to
Interrogatories propounded by the Defendant in the
above noted case.

With kind regards, I am

Yours very truly,


Wilson Hayes

WH/ms
Enc.

cc w/atch: Hon. Lenoir Thompson

PINTO CREDIT UNION	X	IN THE CIRCUIT COURT OF
Plaintiff,	X	BALDWIN COUNTY, ALABAMA
Vs.	X	AT LAW
JAMES S. SANKS,	X	
Defendant.	X	NUMBER: 9513

Comes now the Plaintiff in the above styled cause and for answer to the interrogatories heretofore propounded by the Defendant in this cause, says as follows:

1. Billy Saxon.
2. Yes.
3. President-R. H. McInvale, 1860 N. Belle Cour Dr., Mobile, Alabama; Secretary-J. Ellis Davis, 1816 Finch Avenue, Mobile, Alabama.
4. No.
5. Yes.
6. Alabama.
7. Yes.
8. Attached.
9. No.

The Credit Union does not carry disability insurance on anyone. The Credit Union makes available total disability or death coverage insurance. However, the Credit Union is not the insurer but does pay for a blanket policy to cover insurable members' loans. The other questions regarding insurance in these interrogatories will be answered in light of this fact.

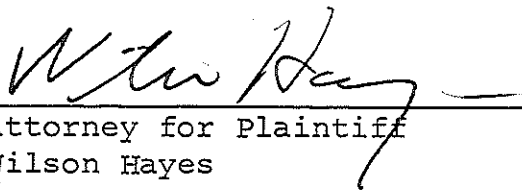
10. An insurance company is involved, its name is Cuna Mutual Insurance Society, P. O. Box 391, Madison, Wisconsin 53701.

11. The Credit Union forwarded a claim by the Defendant to Cuna Mutual Insurance Society. The Insurance Company only pays the claim if the borrower is permanently and totally disabled; according to the medical information furnished Cuna by the

borrower, he was not totally disabled.

12. See Number 8 above.

13. Subject to the explanation set out immediately before answer Number 10, a copy is attached.



Attorney for Plaintiff
Wilson Hayes

FILED

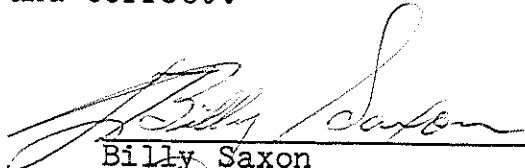
JUN 25 1971

EUNICE B. BLACKMON CIRCUIT
CLERK


STATE OF ALABAMA

MOBILE COUNTY

Before me, J. E. DAVIS, a Notary Public
in and for said County in said State, personally appeared Billy
Saxon, who being by me first duly sworn, deposes and says as
follows: That he is the Manager of Pinto Credit Union, the
Plaintiff in this cause and that the answers to the foregoing
Interrogatories are true and correct.

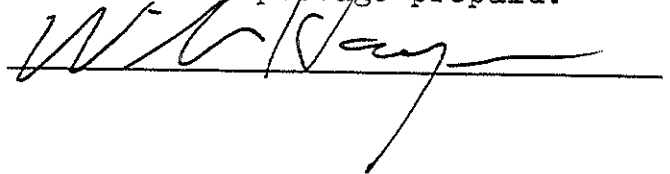

Billy Saxon

Sworn to and subscribed before me the 7th day of
JUNE, 1971.


Notary Public Mobile County, Ala.

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 24 day of July,
1971, served a copy of the foregoing pleading on counsel for all
Parties to this proceeding by mailing the same by United States
Mail, properly addressed, with first class postage prepaid.



FILED

JUN 25 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

DATE MAY 29 1968 Badge 3553 Book No. 563 Note No. 2291

On demand after date, for value received, we J. S. Leuba as principal
And _____ as co-makers

Waiving our rights of demand and notice, jointly and severally promise to pay to the PINTO CREDIT UNION,
or order, the sum of Four hundred dollars
(\$ 400.00) with interest payable at the rate of _____ One per cent per month on the unpaid
balance, in 40 (Weekly) (Semi-monthly) installments of (Principal \$ 10.00
Interest \$ 50 Total \$ 10.50) The first payment to be made 6-7-68 and a like
amount every _____ payday thereafter, until the full amount has been paid.

Collateral Signature

This note is subject to all rules and regulations, as set forth in Pinto Credit Union By-Laws, to-wit:
When a Member's employment by the Alabama Dry Dock & Shipbuilding Company, its affiliated companies,
or the Pinto Credit Union, has been terminated, and the unpaid balance on any loan or loans is greater than
that amount credited to his shares accounts, such unpaid balance shall immediately become due and payable.

In case of any default in payments as herein agreed, the entire balance of this note shall become imme-
diately due and payable, at the option of the holder. We hereby pledge the above described collateral and all
paid shares, payments of shares, which we now have or hereafter may have in this Credit Union, for loans,
interest, fines, costs or expenses, and we hereby authorize the Treasurer to apply any or all such above
described collateral and paid shares, or payments of shares, to the payment of said loans, interest, fines,
costs, or expenses.

Said principal and co-makers severally waive demand, presentment, protest, notice of protest, suit
and all other requirements necessary to hold them, or any of them; and we severally agree that the time of
payment may be extended, or renewal note taken, or other indulgence granted without notice of or consent
to such action, without release of liability as to any such party.

Said principal and co-makers severally agree that the entire balance of this note shall become imme-
diately due and payable at the option of this Credit Union; and we severally agree to waive demand, present-
ment, protest, notice of protest, suit and all other requirements necessary to the exercise of said option
to declare the entire balance of this note immediately due and payable.

Said principal and co-makers hereby severally authorize the Credit Union or its successors to deduct
from their earnings for the benefit of this Credit Union, amounts sufficient to cover any sums which may
be due and payable, or any sums which may be declared to be due and payable on this note.

Said principal and co-makers, jointly and severally, promise to pay, while in default, a fine at the
rate of one per cent per month on amounts in default, together with costs or expenses incurred in the col-
lection of any sum due.

Also, if the holder hereof, after default, shall place this note in the hands of an attorney for collection,
to pay an additional sum equal to twenty percent of the aggregate of principal, interest and fines due on this
note at the time of the employment of such attorney such charge in no event to be less than ten dollars.

Said principal and co-makers, hereby jointly and severally waive as to this debt, or any renewal there-
of, all rights of exemption under the Constitution and Laws of Alabama, or any other state, as to personal
property.

It is agreed and understood that the loan application attached to this note is a part of said note, and the
maker hereby certifies that the statements contained therein are true to the best of his knowledge and belief.

ADDRESS	BADGE	NAME
_____	<u>3553</u>	1- Maker <u>J. S. Leuba</u>
<u>DECEASED</u>	<u>2824</u>	2- Co-Maker <u>M. R. Leuba</u>
_____	_____	3- Co-Maker _____
_____	_____	4- Co-Maker _____

☒ Posted On Card

DATE OF LOAN	AMT. OF LOAN	COLLATERAL	BALANCE DUE	AMT. OF PAYMENTS

Badge Number _____

Pass Book No. _____

Share Balance _____

I hereby apply for a Loan of \$ _____ To be repaid in _____ Pmts. At the rate of \$ _____

Plus interest each _____ by _____ deduction from my payroll check.

I desire this loan for the following purpose (Explain Fully) _____

Names of co-makers or security _____

It is understood that the payment of an insurance claim because of Total and Permanent Disability of a member of PINTO CREDIT UNION shall be made solely for the reason, that the member, prior to his 60th birthday, is totally and permanently unable to engage in any occupation for remuneration or profit.

Employed By _____ Foreman _____ Your Phone No. _____ Shift _____

Job _____ Seniority Date _____

Birth Date _____ Wage Rate \$ _____

Social Security Number _____ Value of home _____

I HEREBY CERTIFY THAT ALL OF THE FOREGOING STATEMENTS ARE TRUE AND COMPLETE AND ARE SUBMITTED FOR THE PURPOSE OF OBTAINING THIS LOAN.

Date MAY 29 1968 Badge Number 3553 Name [Signature]

Address _____

COMMITTEE ACTION

We, the undersigned members of the Credit and/or Advisory Committee, PINTO CREDIT UNION, after having considered the financial position of the applicant, do hereby approve a loan in the amount applied for.

CREDIT COMMITTEE

ADVISORY COMMITTEE

(Signed) _____

(Signed) _____

(Signed) _____

(Signed) _____

(Signed) _____

(Signed) _____

(Remarks: _____

Remarks: _____

Committee's action is recorded in the Minutes of

Committee's action is recorded in the Minutes of

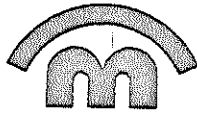
, 19 _____

, 19 _____

BADGE 3553
 NAME SANKS, JAMES S.
 ADDRESS RT. 2, BAY MINETTE, ALA.
 SS 421-26-4772
 BOOK NO. 5630
 BIRTH DATE 11-10-26
 SENIORITY 11-23-56
 CARD NO. 4-A

INDIVIDUAL SHARE AND LOAN LEDGER									
LOAN LEDGER					SHARE LEDGER				
	DATE	AMT. LOANED AND INT. PD.	PRINCIPAL PAID	LOAN BALANCE	WITHDRAWN FEES & FINES	PAID IN	NO. SHARES		
1	MAY 29-68								
2	MAY 29-68								
3	MAY 29-68	*400.00							
4	MAY 31-68			*400.00	RETIRED				
5	JUN -7-68	***50	**10.00	*390.00		***15.00			
6	JUN 14-68	***50	**10.00	*380.00		***15.00			
7	JUN 21-68	***50	**10.00	*370.00		***15.00			
8	JUN 28-68	***50	**10.00	*360.00		***15.00			
9	JUN 28-68					***15.00			
10	JUL -5-68	***50	**10.00	*350.00		***15.00			
11	JUL 12-68	***50	**10.00	*340.00		***15.00			
12	JUL 19-68	***50	**10.00	*330.00		***15.00			
13	JUL 26-68								
14	DEC 31-68								
15	APR 13-69	*28.29	**10.00	*320.00					
16	JAN 10-69								
17	12-5-69	28.91	99.39	220.61					
18									
19									
20									
21									
22									
23									
24									
25									
26									

NOTE RECORD										
DATE LOAN	NOTE NO.	1ST. PMT	AMT. LOAN	TERMS OF PAYMENT	COMAKERS OR SECURITY		CO-SIGNER ON NOTES OF OTHERS			
					BADGE	NAME	DATE	NOTE NO.	BADGE NO.	AMOUNT
5-21-68	2291	6/1	400.00	10 @ 10.00 + 50 = 10.50	2824	M.R. GREEK [Signature]	5/3/69	2192	2824	4/10/69
							5/6/69	2953	1242	135.00
							11-30-68	3787	1292	135.00



CUNA MUTUAL INSURANCE SOCIETY

5910 MINERAL POINT ROAD • P.O. BOX 391 • 238-5851 • MADISON, WISCONSIN 53701

April 24, 1969

Mr. J. Ellis Davis, Treasurer
Pinto Credit Union
Post Office Box 1507
Mobile, Alabama 36601

Dear Mr. Davis:

James Sullivan Sanks

The medical report we have received in support of Mr. Sanks' claim has been reviewed and it is found that the doctor has indicated that this member has been totally disabled since July 15, 1968, but the length of the disability is not determined at this time. Therefore, based on this medical report, it would appear that there is a question as to the permanency of the disability and, for this reason, we cannot favorably recognize Mr. Sanks' claim at the present time.

We are sorry, Mr. Davis, that we are unable to be of assistance to you and this member concerning his claim, but if it is later determined that he is totally and permanently disabled from all gainful employment, we will be happy to again review the file based on current medical information forwarded.

Also, if there is a question at this time regarding the claim or if I could be of any additional service to you, please feel free to write me.

Yours very truly,

Frederick J. Frankey
Division Manager
Claims Department

FJF:mld
opeiu-39

Copy to Regional Manager

COPY OF THIS LETTER
WITH DATES REVER
FROM SENT TO SANKS



J. RICHARD MOORE, M. D.
SURGEON
1720 SPRING HILL AVENUE
MOBILE, ALABAMA

July 8, 1969

RE: James C. Smith

TO WHOM IT MAY CONCERN:

This patient has been under my care since October of 1967, for a very complicated case of actinomycosis of the corium and the adnexal wall. He has undergone major surgery on two occasions, the most recent being in November 1968.

The patient has now reached his maximum degree of disability from this condition, and it is my feeling that the extensive scarring and adnexal wall weakness caused by this condition will permanently and totally disable him and prevent him from carrying out his previous employment as a shipyard worker or any other similar activity.

Very truly yours,

J. Richard Moore, M.D.

JRM
mk

ORIGINAL CUNA
SENT TO
7-15-69



CUNA MUTUAL INSURANCE SOCIETY

5910 MINERAL POINT ROAD • P.O. BOX 391 • 538-5851 • MADISON, WISCONSIN 53701

July 23, 1969

Mr. J. Ellis Davis, Treasurer
Pinto Credit Union
Post Office Box 1507
Tomball, Alabama 36601

Dear Mr. Davis:

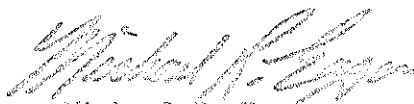
I am writing in regard to the disability claim which you have submitted for your member, Mr. James Sullivan Sanks.

The medical information received has been reviewed by our Medical Director and it is his opinion that the disability is occupational in nature and Mr. Sanks cannot be considered totally and permanently disabled. It is on this basis, that we are unable to be of assistance to you and your member at this time.

However, if in the future there would be medical information available that would indicate that the disability is of a degree of total and permanent, kindly have it forwarded to us and we will again evaluate this claim.

Thank you for your cooperation in this matter.

Sincerely,


Michael R. Egan

MRE:ska
opeiu-39

Copy to Regional Manager

