

around and try to find them out; but when this case was filed, it was enough that we got the temporary restraining order, and as you know as a lawyer, you do not have to give notice, give notice subsequently for the date when the case is set down for preliminary injunction.

This case was filed on January 13, 1967.

Senator TYDINGS. Can you give us a little more information about the case?

I do not think this case is typical. What did they try to sell the lady?

Mr. WILLIAMS. Well, in this case they were selling her renovations and repairs to her house, and she signed the contract for these renovations and repairs, and as I say—

Senator TYDINGS. What were the repairs supposed to cost?

Mr. WILLIAMS. They were supposed to cost \$3,500, but in order to pay this \$3,500, it would be necessary that she sign a note, not only for that amount, but for an additional amount which they could discount to immediately get their \$3,500.

Senator TYDINGS. How much was the additional note she signed?

Mr. WILLIAMS. I think all together it runs up around \$7,000.

Senator TYDINGS. You mean she signed, she obligated herself for an additional \$3,500 and above of the initial \$3,500. In other words, she wound up signing \$7,000 worth of paper?

Mr. WILLIAMS. That is correct.

Senator TYDINGS. And in that paper she signed was their a lien or a mortgage against her home?

Mr. WILLIAMS. A deed of trust; yes.

Senator TYDINGS. Deed of trust?

Mr. WILLIAMS. Yes.

Senator TYDINGS. So what followed?

Mr. WILLIAMS. Then they sued her on the note, the \$3,500 note, in the District of Columbia Court of General Sessions. While that case was pending, a few months later, they—Monarch Construction Co.—filed for foreclosure proceedings.

Senator TYDINGS. A moment ago you indicated that she had paid off her note to Monarch.

Mr. WILLIAMS. She paid off the note, but she refinanced the property on the first occasion. That is true.

Senator TYDINGS. Who did she refinance with?

Mr. WILLIAMS. I do not know offhand. I mean—

Senator TYDINGS. But, when she paid off the note, was the deed of trust released?

Mr. WILLIAMS. No; she only—she paid off the first \$3,500. She was unaware that there was an additional encumbrance secured by the deed of trust.

Senator TYDINGS. Who did she refinance with and who did they pay off?

Mr. WILLIAMS. I do not know the company she refinanced with, but I can supply that for you.

Senator TYDINGS. If it was not Monarch, was it a different company?

Mr. WILLIAMS. Yes; she refinanced her house, presumably through a legitimate company and asked them to pay off these notes. They paid