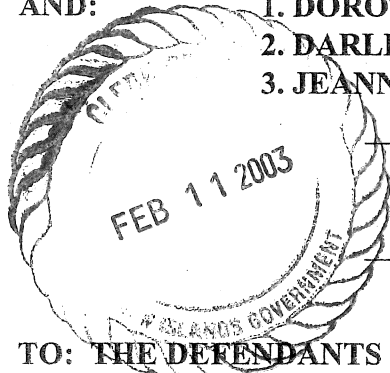
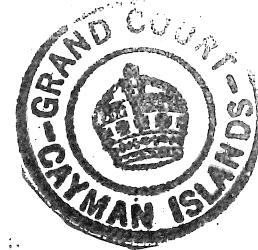


BETWEEN: NATIONAL BUILDING SOCIETY OF CAYMAN PLAINTIFF

AND: 1. DOROTHY DEAN KELLY DEFENDANTS  
2. DARLENE E ZELAYA  
3. JEANNE D EBANKS



WRIT OF SUMMONS



TO: THE DEFENDANTS  
DOROTHY DEAN KELLY  
C/o Caledonian Bank  
Caledonian House  
69 Roy's Drive  
GEORGE TOWN  
GRAND CAYMAN, CAYMAN ISLANDS

DARLENE ZELAYA  
P O Box 31299 SMB  
GRAND CAYMAN, CAYMAN ISLANDS

JEANNE D EBANKS  
P O Box 31299 SMB  
GRAND CAYMAN, CAYMAN ISLANDS

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within fourteen (14) days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495 GT, Grand Cayman, Cayman Islands, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

NOTE: This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issued unless renewed by order of the Court.

**IMPORTANT**

Directions for Acknowledgement of Service are given with the accompanying form.

**BETWEEN: NATIONAL BUILDING SOCIETY OF CAYMAN PLAINTIFF**

**AND: 1. DOROTHY DEAN KELLY DEFENDANTS**  
**2. DARLENE E ZELAYA**  
**3. JEANNE D EBANKS**

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**STATEMENT OF CLAIM**

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1. Pursuant to the terms of a legal charge registered on 8<sup>th</sup> March 1996 executed by the Defendants in favour of the Plaintiff ("the Charge") and subsequent variations of the Charge the Plaintiff loaned the Defendants the sum of CI\$55,000.00 on the terms and conditions set out in the schedule attached to the Charge and its subsequent variations.
2. By demand dated 22<sup>nd</sup> June 2001 the Plaintiff demanded payment in full of the amounts due and owing under the Charge. Despite the said demand the Defendants have failed to pay the amount due and owing to the Plaintiff.
3. As at 7<sup>th</sup> February 2003:
  - 3.1 The amount due and owing under the charge was CI\$74,410.10.
  - 3.2 The agreed rate of interest is 12.5% per annum.
  - 3.3 Interest is payable from the date of the charge.
  - 3.4 The total amount of interest claimed is nil.

3.5 The amount of interest accruing each day is CI\$25.45.


**AND THE PLAINTIFF CLAIMS:**

1. The said sum of CI\$74,410.10.
2. Pre and post judgment interest at the rate of 12.5% or CI\$25.45 per day until payment.
3. Costs.

If within the time for returning the acknowledgment of service the Defendant pays the total sum claimed of **CI\$74,410.10** plus interest calculated at **CI\$25.45** per day from 7th February 2003 until payment the further sum of CI\$500.00 in respect of fixed costs and CI\$798.33 in respect of Court fees, further proceedings will be stayed. The funds must be paid to the Bank or its attorney.

DATED: 10<sup>th</sup> day of February 2003

FILED:                      day of February 2003



**CAMPBELLS**

**Attorneys at Law for the Plaintiff**