

IN THE CIRCUIT COURT OF COUNTY, MISSISSIPPI

PLAINTIFF

VS.

NO.

, AND THE ,
DIVISION OF THE UNITED STATES DEPARTMENT
OF AGRICULTURE, DEFENDANTS

COMPLAINT TO INTERPLEAD

COMES NOW the Plaintiff, (hereinafter " ") and files this its Complaint to Interplead, pursuant to Mississippi Rule of Civil Procedure 22, against the Defendants herein, and in support thereof would show unto the Court the following:

1.

Plaintiff, , is a Mississippi corporation authorized and licensed to do business in the State of Mississippi, and is headquartered in , County, Mississippi.

2.

Defendants, and , are adult resident citizens of County, Mississippi, and may be served with process at the residence of , , Mississippi , or at the 's residence located at , , Mississippi.

3.

Defendant, (hereinafter " "), is a federal governmental agency which does business in Mississippi and maintains offices in and counties, and may be served with process by service upon the County Supervisor's office (for County), located at , , Mississippi , or upon , Esq., Office of the , , , Mississippi .

4.

At all times relevant herein, Defendants, and , were insured under a policy of insurance issued by the , bearing Number , providing coverage on a dwelling located at , , Mississippi against loss by fire or other peril. This policy insured the dwelling against such loss in the amount of \$, and also provided \$ coverage for loss of household and personal property due to fire or other peril. Defendant, , is first mortgagee under said policy, and at all times relevant herein held a lien secured by the subject dwelling. This mortgage lien of is reflected in the terms of a Deed of Trust given by Defendants, and , in favor of Defendant, , dated , , and upon information and belief is recorded at Book , Page in the County

Chancery Court records. A copy of the subject policy (Number) is attached hereto as Exhibit " ", and incorporated herein by reference.

5.

On or about , ; the aforesaid dwelling suffered a partial loss in the area of the kitchen as a result of a fire therein. investigated and adjusted a claim made by Defendants, and , as a result of the loss. retained the services of , of , to prepare a repair estimate for the same. Mr./Ms. 's services were accepted by the . Mr./Ms. prepared a repair estimate reflecting total repair costs in the amount of \$, a copy of which is attached hereto as Exhibit " " and incorporated herein by reference.

6.

Defendants were informed that where the insured dwelling could be repaired, would tender to the and , as insured under the subject policy, the amount of the repair estimate less a \$ deductible provided for under the policy, or \$ (\$ - \$ = \$). The repair estimate was accepted by the and as reflecting the cost of repairs reasonable and necessary to restore the aforesaid dwelling to a pre-fire condition.

7.

The issued two drafts to Defendants, and , under the contents coverage of the subject policy totaling \$, in payment of loss to household items. Payment of this amount exhausted the coverage under the contents aspect of the subject policy. These drafts were accepted and negotiated by the .

8.

Thereafter, a separate draft for repair funds in the above amount (\$) was issued by under the dwelling coverage aspect of the subject policy and made payable to the and , and was to be tendered in exchange for a Release of for any and all claims under the aforesaid policy relative to the loss in issue. However, a settlement could not be consummated and this Release was not executed as a result of the refusal of Defendants, and , to negotiate the draft in light of foreclosure efforts initiated by Defendant, , against the . Additionally, refused to execute the Release unless agreed to issue a draft (in the aforesaid amount for structure repairs) payable only to and to the exclusion of the . Copies of the proposed Release and settlement draft are attached hereto as collective Exhibit " ". Copies of relevant correspondence between counsel for and the are attached hereto as collective Exhibit " ".

9.

asserts that it became owner of the subject dwelling on or about , (prior to the , fire loss) by virtue of foreclosure proceedings instituted by against the . Further, asserts that an eviction notice was mailed to the

on or about _____, advising the _____ to vacate the property. letter to this effect, dated _____, from _____, acting _____ County Supervisor (for _____ County) to _____, is attached hereto as Exhibit "_____" . Undersigned counsel for _____ have been advised by the _____'s counsel, _____, Esq. of _____, County, Mississippi, that the _____ dispute the position and contentions of _____ and deny that _____ is entitled to pursue foreclosure proceedings against the _____ or that _____ became owner of the subject dwelling on _____, _____ or at any time prior to the subject fire loss.

10.

Plaintiff, _____, desires to interplead the sum of \$ _____ pursuant to Rule 22, Mississippi Rules of Civil Procedure. _____ believes that Defendants, the _____ and _____, may each have a potential claim to the proceeds under the subject policy of insurance. Said claims are such that Plaintiff _____, is or may be exposed to multiple liability. Further, _____ as a stakeholder does not wish to be obligated to determine at its own peril which Defendant has a better claim, and requests the Court to determine the rights and obligations of all parties hereto without embroiling _____ in litigation over the merits of the respective claims of Defendants.

11.

Plaintiff, _____, would further show that the interests of Defendants, the _____, and _____, would best be protected by bringing them together in one civil action and the Court reaching an equitable division of funds or disbursing all funds sought to be interplead to the Defendant entitled under Mississippi law to receive the same. Defendants herein would suffer no prejudice or harm in their claims being brought together in one civil action.

WHEREFORE, PREMISES CONSIDERED, Plaintiff, _____, requests pursuant to M.R.C.P. 22(b) that its Complaint to Interplead be received and filed, and that, upon a hearing thereon and deposit of the aforesaid funds in the amount of \$ _____ this Court will issue its order discharging Plaintiff, _____, from any further liability to Defendants under said policy relative to the aforesaid claims and fire loss in issue, and, further, the Court may then allow the action to continue as between Defendants herein as potential claimants to the aforesaid funds to determine legal and proper entitlement to the same.

This the _____ day of _____, _____.

Respectfully submitted,

Attorney for

Of counsel:

Telephone:
MSB #
Attorney for