

MEMORANDUM TO:

FILE MUR 244(76)

FROM:

CAROL DARR *cd*

DATE:

JUNE 2, 1977

Attached are copies of two checks in payment of civil penalties which were levied in MUR 244(76).

The checks represent fines of \$250 each from Robert B. Long and Dan Eller.

The checks were sent to Bruce Homberg, Accounting Officer for the Commission, on June 2, 1977, to be forwarded to the Treasury.

77-400-581

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

LONG, McCURE & DODD, Attorneys
TRUST ACCOUNT
P.O. BOX 7053
ASHEVILLE, N.C. 28807

7 7 0 4

IN PAYMENT FOR
Re: NICK 247 (76)
Civil Penalties
Robert B. Long

66-1145
531

0378

PAY *Two Hundred Fifty and no/100* DOLLARS

DATE *4/25/77* TO THE ORDER OF *United States Treasury*

CHECK AMOUNT
250.10

Robert B. Long

WESTERN CAROLINA BANK AND TRUST CO.
ASHEVILLE, N.C. 28801

⑆0531⑈1145⑆ ⑈01000051142⑈ 01

OFFICE OF GENERAL COUNSEL
FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY

LONG, McCURE & DODD, Attorneys
TRUST ACCOUNT
P.O. BOX 7053
ASHEVILLE, N.C. 28807

IN PAYMENT FOR
Re: NICK 247 (76)
Civil Penalties
Robert B. Long

66-1145
531

0379

PAY *Two Hundred Fifty and no/100* DOLLARS

DATE *4/25/77* TO THE ORDER OF *United States Treasury*

CHECK AMOUNT
250.10

Robert B. Long

WESTERN CAROLINA BANK AND TRUST CO.
ASHEVILLE, N.C. 28801

⑆0531⑈1145⑆ ⑈01000051142⑈ 01

16 MAY 1977

Mr. Robert B. Long
Mr. Dan Eller
c/o Long, McClure, and Dodd
P.O. Box 7053
Ashville, North Carolina 28801

Re: MUR 244 (76)

Dear Messrs. Long and Eller:

Enclosed are copies of the Conciliation Agreement, the General Counsel's Report, and the 48 Hour Report. These documents, along with the Complaint and copies of correspondence between you and this office, comprise the public record of this case.

The Conciliation Agreement became effective on May 9, 1977, the date the Commission approved the entire agreement.

If you have any questions pertaining this matter, please call Carol Darr (telephone no. 202/523-4038), the attorney assigned to this case.

Sincerely yours,

William C. Oldaker
General Counsel

Enclosures

CDarr:pjg:5/12/77

cd

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

77040023583

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
The Briggs for Congress)
Committee)
Robert Long)
Dan Eller)

MUR 244 (76)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on May 7, 1977, the Commission approved the Conciliation Agreement recommended by the General Counsel in the above-captioned matter.

Marjorie W. Emmons

Marjorie W. Emmons
Secretary to the Commission

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

77040023587



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

May 3, 1977

MEMORANDUM TO: COMMISSION

FROM: WILLIAM C. OLDAKER

RE: CONCILIATION AGREEMENT, MUR 244 (76)

Attached hereto is the Conciliation Agreement signed by the General Counsel and by the respondents, Robert Long and Dan Eller.

A draft of this agreement, containing the identical language as this copy, was unanimously approved by the Commission on March 16, 1977, as part of an interim conciliation report on this matter.

ATTACHMENT

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL



MAY 6 1977

FEDERAL ELECTION COMMISSION
APR 29 11:09

BEFORE THE FEDERAL ELECTION COMMISSION

THE BRIGGS FOR CONGRESS COMMITTEE)
ROBERT LONG)
DAN ELLER)
Respondents) MUR 244 (76)
Conciliation Agreement

This matter was initiated by the Federal Election Commission (hereinafter, "the Commission") under the provisions of the Federal Election Campaign Act of 1971, as amended (hereinafter "the Act") pursuant to information obtained in the normal course of carrying out its supervisory responsibilities. An investigation was made, and reasonable cause to believe was found that respondents violated 2 U.S.C. §441a(a)(1)(A).

The respective parties herein, the Federal Election Commission and the respondents, having duly entered into conciliation pursuant to 2 U.S.C. §437g(a)(5), and respondents having voluntarily cooperated in the production of all relevant information, now therefore, it is agreed as follows:

I. That the Federal Election Commission has jurisdiction over the respondents and the subject matter of this proceeding.

II. That respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the respondents, solely for the purpose of this proceeding, admit the following:

A. The 10th Day Report Preceding the Primary filed by the "Briggs for Congress Committee" (hereinafter "the Committee") listed 10 contributions of \$975 each from 10 individuals.

B. Robert B. Long, attorney for the Committee, stated in a letter to the Commission dated October 25, 1977, that the contributions were actually loans from the 10 individuals who had all borrowed the money for the purpose of contributing the funds to the Committee.

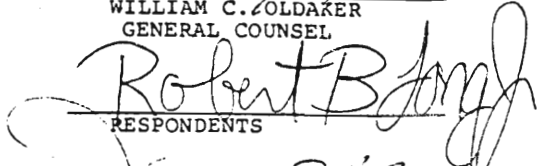
FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

7704001558

III. It is also understood that the Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue herein, or on its own motion may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court of the District of Columbia.

IV. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

V. It is agreed that Respondent shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement.


WILLIAM C. OLDAKER
GENERAL COUNSEL

RESPONDENTS

RESPONDENTS

DATE: 4/29/77

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

77040013591

C. The respondents, Robert B. Long and Dan Eller, each guaranteed the 10 (ten) loans totalling \$9,750, with the intention that the monies be contributed to the Committee.

D. On January 11, 1977, the ten (10) principals renegotiated the loans with the bank, with the candidate, Bruce Briggs, signing as guarantor, thus relieving the respondents of legal and financial responsibility for the repayments of the loans.

E. The original guarantee of loans by the respondents "shall be considered a loan by each endorser or guarantor in that proportion of the unpaid balance thereof that each endorser bears to the total number of endorsers or guarantor", according to the provisions of 2 U.S.C. §431(e) (5) (G) (ii).

F. Robert Long and Dan Eller are each liable for a loan to the Committee in the amount of \$4,875, which is half the total amount of \$9,750.

G. Each of these loans by respondents is considered a contribution to the Committee within the meaning of 2 U.S.C. §431(e) (1), in excess of the \$1,000 contribution limitation imposed by §441a(1) (A).

Wherefore, the respondents agree:

I. Each respondent will pay a civil penalty in the amount of two hundred and fifty dollars (\$250) pursuant to 2 U.S.C. §437g(a) (6) (B).

II. This agreement shall in no manner be construed as an admission by the respondents that either of them has knowingly or willfully violated any provisions of the Federal Election Commission. This conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with respect to the matters set forth in this

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF RECEPTION

7704001359

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of:)
)
THE BRIGGS FOR CONGRESS COMMITTEE) MUR 244(76)
ROBERT B. LONG)
DAN ELLER)

CONCILIATION REPORT

This matter was internally generated on the basis of a report filed by the "Briggs for Congress Committee" which listed ten (10) contributions of \$975.00 each from ten (10) individuals whose occupations indicated they may have been unable to make such loans.

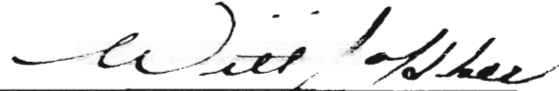
In response to an October 6, 1976 request for information, respondent Robert Long, attorney for the Committee, stated that the contributions were actually loans from the ten individuals who had all borrowed the money for the purpose of contributing the funds to the Briggs for Congress Committee. Copies of the loan agreements indicated that the respondents Robert Long and Dan Eller had each endorsed all ten loans, thus making each of them liable for a contribution to the Committee of \$4,875.00, which is half the total amount of loans of \$9,750.00.

The Commission found reasonable cause to believe on February 10, 1977, that the respondents had violated the \$1,000.00 contribution limitation of Section 441a(a)(1)(A).

Pursuant to Section 437g(a)(5), the Office of General Counsel met with the respondents on February 25, 1977, the result of which is the Conciliation Agreement attached hereto. Respondents have preliminarily indicated that they

will sign the Agreement.

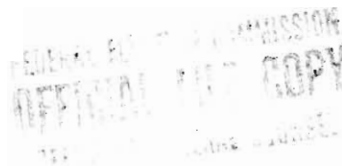
It should be noted that throughout this matter respondents have cooperated fully with Commission staff.



William C. Oldaker
General Counsel

DATED:

3/14/77



770400:659

RECEIVED
FEDERAL ELECTION
COMMISSION

(704) 258-2296

Enclosures

270417:3
LONG, McCLURE AND DODD

ATTORNEYS AT LAW

P. O. BOX 7053

ASHEVILLE, NORTH CAROLINA 28807



Federal Election Commission
1325 K Street, NW
Washington, D.C. 20463

Attn: Ms. Carol Darr

BEFORE THE FEDERAL ELECTION COMMISSION '77 APR 28 AM 11:09

THE BRIGGS FOR CONGRESS COMMITTEE)
ROBERT LONG)
DAN ELLER)
Respondents) MUR 244 (76)
Conciliation Agreement

This matter was initiated by the Federal Election Commission (hereinafter, "the Commission") under the provisions of the Federal Election Campaign Act of 1971, as amended (hereinafter "the Act") pursuant to information obtained in the normal course of carrying out its supervisory responsibilities. An investigation was made, and reasonable cause to believe was found that respondents violated 2 U.S.C. §441a(a)(1)(A).

The respective parties herein, the Federal Election Commission and the respondents, having duly entered into conciliation pursuant to 2 U.S.C. §437g(a)(5), and respondents having voluntarily cooperated in the production of all relevant information, now therefore, it is agreed as follows:

I. That the Federal Election Commission has jurisdiction over the respondents and the subject matter of this proceeding.

II. That respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the respondents, solely for the purpose of this proceeding, admit the following:

A. The 10th Day Report Preceding the Primary filed by the "Briggs for Congress Committee" (hereinafter "the Committee") listed 10 contributions of \$975 each from 10 individuals.

B. Robert B. Long, attorney for the Committee, stated in a letter to the Commission dated October 25, 1977, that the contributions were actually loans from the 10 individuals who had all borrowed the money for the purpose of contributing the funds to the Committee.

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL COUNSEL

C. The respondents, Robert B. Long and Dan Eller, each guaranteed the 10 (ten) loans totalling \$9,750, with the intention that the monies be contributed to the Committee.

D. On January 11, 1977, the ten (10) principals renegotiated the loans with the bank, with the candidate, Bruce Briggs, signing as guarantor, thus relieving the respondents of legal and financial responsibility for the repayments of the loans.

E. The original guarantee of loans by the respondents "shall be considered a loan by each endorser or guarantor in that proportion of the unpaid balance thereof that each endorser bears to the total number of endorsers or guarantor", according to the provisions of 2 U.S.C. §431(e) (5) (G) (ii).

F. Robert Long and Dan Eller are each liable for a loan to the Committee in the amount of \$4,875, which is half the total amount of \$9,750.

G. Each of these loans by respondents is considered a contribution to the Committee within the meaning of 2 U.S.C. §431(e) (1), in excess of the \$1,000 contribution limitation imposed by §441a(1) (A).

Wherefore, the respondents agree:

I. Each respondent will pay a civil penalty in the amount of two hundred and fifty dollars (\$250) pursuant to 2 U.S.C. §437g(a) (6) (B).

II. This agreement shall in no manner be construed as an admission by the respondents that either of them has knowingly or willfully violated any provisions of the Federal Election Commission. This conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in this agreement.

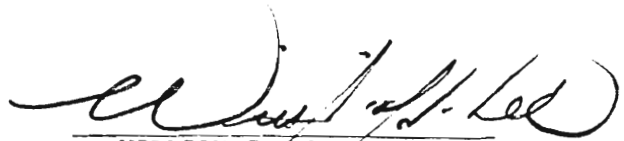
FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

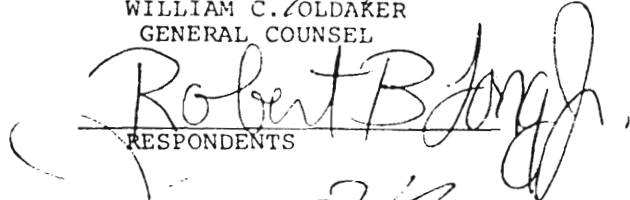
7704/100:6691

III. It is also understood that the Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue herein, or on its own motion may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court of the District of Columbia.

IV. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

V. It is agreed that Respondent shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement.


WILLIAM C. ZOLAKER
GENERAL COUNSEL


RESPONDENTS


RESPONDENTS

DATE: 4/29/77

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

7704/00:359

7 APR 1977

Mr. Robert B. Long
Mr. Dan Eller
P.O. Box 7053
Ashville, North Carolina 28807

Re: MUN 244 (76)

Dear Messrs. Long and Eller:

Enclosed is a copy of the Conciliation Agreement which the Commission approved on March 16, 1977. This is the same agreement to which you tentatively agreed during the conciliation negotiations.

If the Agreement is acceptable to you, please sign it and return it to this office. Upon receipt, I will also sign it and return a complete copy to you for your records.

In discharge of the civil penalty of \$250 each, please remit to the Commission a check or money order payable to the "U.S. Treasury".

The Agreement, along with the General Counsel's Report, correspondence, and other official documents in the case will become part of the Commission's public records. Although this will be made available to the press, no "press release" will be issued in connection with this matter.

Sincerely yours,

William C. Oldaker
General Counsel

Enclosure

CDarr:pjg:4/4/77
cc: Chron file
MUR file
CD

C.C. #14327
2-1011

LONG, McCLURE AND DODD

ATTORNEYS AT LAW
410 GENNETT BUILDING
ASHEVILLE, NORTH CAROLINA 28801
(704) 258-2296

ROBERT B. LONG, JR.
ROBERT G. McCLURE, JR.
GARY A. DODD
JEFF P. HUNT

MAILING ADDRESS:
P. O. BOX 7053
ASHEVILLE, N. C. 28807

March 4, 1977

Ms. Carol Darr
Federal Elections Commission
1325 K Street, N.W.
Washington, D.C. 20463

770773

Re: MUR 244 (76)

Dear Ms. Darr:

I am enclosing herewith for your attention copies of the front and back sides of the promissory notes executed by the ten individuals on or about January 11, 1977, which were endorsed, as you will note, by the candidate himself. The principal of each loan has been reduced to \$918.24 as of the time of the renewal and it is my understanding that one or more of these notes have been further reduced at this time. Neither Mr. Dan Eller nor myself are endorsers, guarantors, or otherwise responsible for these notes.

I would like to thank you and your Supervisor for taking the time to discuss this matter with us. In addition to the matters which we discussed with you in Washington, there were two things which I wish to ask questions about.

First, Section 437G(a)(6)(B) speaks in terms of paying a quote "civil penalty" and I would like to request that the \$250.00 each that Mr. Eller and I will pay under the conciliation agreement be designated a civil penalty rather than a "fine".

Secondly, I note in the Rules and Regulations, a copy of which you sent me, that Section 111.8(b) states that after the Commission has concluded any conciliation attempts, it shall make available the results of any such attempts, including any conciliation agreement entered into. I also noticed a section of your office marked "press relations", and my inquiry is to whether or not the conciliation agreement, etc.,

Ms. Carol Darr
Page Two
March 4, 1977

will be put out in the form of a press release by the Commission or whether it will simply be filed in Washington. The reason for my asking this question is that if the matter is to be released to the press, both Mr. Eller and I would like to go ahead and give a copy of the conciliation agreement to our local newspaper upon it being finalized before the Commission and get any adverse publicity out of the way at this time. In other words, we feel that if some press release is to be made, we would rather give the entire agreement to our local paper and let them run the whole thing rather than having some wire service report of "two Asheville men fined" and then having to go through a follow up story when our local reporters call us. I would really rather handle it that way if some press release is to be made by the Commission. I would very much appreciate the thoughts of your office on this aspect of the conciliation agreement.

Again, I would like to thank you for bearing with me and my ignorance of the workings of the Election Commission. Now that I have a copy of all of the pertinent laws and rules and regulations, you may be sure that I will check it over before I give to anything.

With best wishes, I am,

Very truly yours,

~~Robert B. Long, Jr.~~

RBLjr:vl

January 11 1977 \$ 918.24 plus int.

90 DAYS AFTER DATE, FOR VALUE RECEIVED, I PROMISE TO PAY TO



Western Carolina
Bank & Trust Co.

OR ORDER, AT ITS OFFICE WHERE BORROWED

Nine Hundred Eighteen and 24/100 DOLLARS

Interest rate before maturity, 9% per annum payable in advance and computed on the basis of a year of 360 days for the actual number of days in the interest period; after maturity, at highest rate permitted by applicable law. All Parties to this note, including the makers, endorsers, sureties and guarantors, and whether bound by this or by separate instrument or agreement, hereby waive presentment for payment, demand, protest, notice of non-payment, or dishonor and of protest, and any and all other notices and demands whatsoever, and hereby consent that at any time, or from time to time, payment of any sum payable under this note may be extended without notice, whether for a definite or indefinite time. In the event any such party to this note defaults in the payment of any obligation due any creditor, then, at the option of the holder hereof, this note together with accrued interest and all other loan charges thereon shall become immediately due and payable. Any credit life insurance securing the payment of this note was effected solely at the option of the undersigned insured. In the event the indebtedness evidenced hereby is collected by or through an attorney, the holder shall be entitled to recover reasonable attorney's fees to the extent permitted by applicable law.

Given under the hand and seal of each party hereto.

Kenneth Mark Wallin

Address 123 N. Main Street., Mars Hill, N. C. 28754

Due April 11, 1977

No. 775 01261088-60

DISCLOSURES REQUIRED BY FEDERAL LAW:

INSURANCE DISCLOSURE

CREDIT LIFE INSURANCE is not required for credit, purchase of such through Creditor(s) being voluntary on Customers' part. No such Credit Insurance is provided unless the Customer to be insured under such Credit Insurance Policies signs the appropriate Statement below: The Premium (cost) for Credit Life Insurance, for the term of the credit, is stated above.

I DESIRE CREDIT LIFE INSURANCE

(Date)

(Signature of Customer to be Insured)

BASIC TERMS OF LOAN AGREEMENT:

1. Loan Amount: \$ 918.24
2. Other Charges: (Total) \$
 - a. Premium Credit Life: \$
 - b. Other \$
3. Less: Prepaid Finance Charge: \$
4. Amount Financed (No. 1 + No. 2 - No. 3): \$ 918.24
5. FINANCE CHARGE \$ 20.38
6. Total of Payments (No. 4 + No. 5) \$ 938.62
7. ANNUAL PERCENTAGE RATE 9 %

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURES:

The undersigned hereby acknowledges receipt of the DISCLOSURES contained herein, and further acknowledges that, at the time of execution of this instrument, the undersigned received a copy of this note and that, at the time, the copy was complete and filled in and, further, that all blanks were filled in prior to signing the same.

(Witness)

(Date Disclosures Received)

(Signature of One of Borrowers)

RECEIVED
ORIGINAL FILE COPY
OFFICE OF GENERAL COUNSEL

Bruce Biggs

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

7704002600

January 11 19 77 \$ 918.24 plus int.

-----90----- DAYS AFTER DATE, FOR VALUE RECEIVED, I PROMISE TO PAY TO



OR ORDER, AT ITS OFFICE WHERE BORROWED

Nine Hundred Eighteen and 24/100-----DOLLARS

Interest rate before maturity, 9 % per annum payable in advance and computed on the basis of a year of 360 days for the actual number of days in the interest period; after maturity, at highest rate permitted by applicable law. All Parties to this note, including the makers, endorsers, sureties and guarantors, and whether bound by this or by separate instrument or agreement, hereby waive presentment for payment, demand, protest, notice of non-payment, or dishonor and of protest, and any and all other notices and demands whatsoever, and hereby consent that at any time, or from time to time, payment of any sum payable under this note may be extended without notice, whether for a definite or indefinite time. In the event any such party to this note defaults in the payment of any obligation due any creditor, then, at the option of the holder hereof, this note together with accrued interest and all other loan charges thereon shall become immediately due and payable. Any credit life insurance securing the payment of this note was effected solely at the option of the undersigned insured. In the event the indebtedness evidenced hereby is collected by or through an attorney, the holder shall be entitled to recover reasonable attorney's fees to the extent permitted by applicable law.

0001958

Given under the hand and seal of each party hereto.

Larry Roger Swann

Address Rt. 1, Mars Hill, N.C. 28754 (Seal)

Date April 11, 1977 No. 773-01261061-60 (Seal)

DISCLOSURES REQUIRED BY FEDERAL LAW:

INSURANCE DISCLOSURE

CREDIT LIFE INSURANCE is not required for credit, purchase of such through Creditor(s) being voluntary on Customers' part. No such Credit Insurance is provided unless the Customer to be insured under such Credit Insurance Policies signs the appropriate Statement below: The Premium (cost) for Credit Life Insurance, for the term of the credit, is stated above.

I DESIRE CREDIT LIFE INSURANCE

(Date) (Signature of Customer to be insured)

BASIC TERMS OF LOAN AGREEMENT:

1. Loan Amount. \$ 918.24
2. Other Charges: (Total) \$
 - a. Premium Credit Life: \$
 - b. Other: \$
3. Less: Prepaid Finance Charge: \$
4. Amount Financed (No. 1 + No. 2 - No. 3): \$ 918.24
5. FINANCE CHARGE \$ 20.66
6. Total of Payments (No. 4 + No. 5): \$ 938.90
7. ANNUAL PERCENTAGE RATE 9 %

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURES:

The undersigned hereby acknowledges receipt of the DISCLOSURES contained herein, and further acknowledges that, at the time of execution of this instrument, the undersigned received a copy of this note and that, at the time, the copy was complete and filled in and, further, that all blanks were filled in prior to signing the same.

(Witness)

1-12-77 (Date Disclosures Received)

(Signature of One of Borrowers)

(SEAL)



June Briggs

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

7704072600

January 11 19 77 \$ 918.24 plus int.

-----90----- DAYS AFTER DATE, FOR VALUE RECEIVED, I PROMISE TO PAY TO



Western Carolina
Bank & Trust Co.

OR ORDER, AT ITS OFFICE WHERE BORROWED

Nine Hundred Eighteen and 24/100-----DOLLARS

Interest rate before maturity, 9 per annum payable in advance and computed on the basis of a year of 360 days for the actual number of days in the interest period; after maturity, at highest rate permitted by applicable law. All Parties to this note, including the makers, endorsers, sureties and guarantors, and whether bound by this or by separate instrument or agreement, hereby waive presentment for payment, demand, protest, notice of non-payment, or dishonor and of protest, and any and all other notices and demands whatsoever, and hereby consent that at any time, or from time to time, payment of any sum payable under this note may be extended without notice, whether for a definite or indefinite time. In the event any such party to this note defaults in the payment of any obligation due any creditor, then, at the option of the holder hereof, this note together with accrued interest and all other loan charges thereon shall become immediately due and payable. Any credit life insurance securing the payment of this note was effected solely at the option of the undersigned insured. In the event the indebtedness evidenced hereby is collected by or through an attorney, the holder shall be entitled to recover reasonable attorney's fees to the extent permitted by applicable law.

Given under the hand and seal of each party hereto.

Mary Elizabeth Springfield

Address 122 N. Main St., Mars Hill, N.C. 28754

Due April 11, 1977 N. 774-01261070-60

Mary Elizabeth Springfield (Seal)

DISCLOSURES REQUIRED BY FEDERAL LAW:

INSURANCE DISCLOSURE

CREDIT LIFE INSURANCE is not required for credit, purchase of such through Creditor(s) being voluntary on Customers' part. No such Credit Insurance is provided unless the Customer to be insured under such Credit Insurance Policies signs the appropriate Statement below: The Premium (cost) for Credit Life Insurance, for the term of the credit, is stated above.

I DESIRE CREDIT LIFE INSURANCE

(Date) (Signature of Customer to be insured)

BASIC TERMS OF LOAN AGREEMENT:

1. Loan Amount:	\$ 918.24
2. Other Charges: (Total)	\$
a. Premium Credit Life:	\$
b. Other:	\$
3. Less: Prepaid Finance Charge:	\$
4. Amount Financed (No. 1 + No. 2 - No. 3):	\$ 918.24
5. FINANCE CHARGE	\$ 20.66
6. Total of Payments (No. 4 + No. 5)	\$ 938.90
7. ANNUAL PERCENTAGE RATE	9

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURES:

The undersigned hereby acknowledges receipt of the DISCLOSURES contained herein, and further acknowledges that, at the time of execution of this instrument, the undersigned received a copy of this note and that, at the time, the copy was complete and filled in and, further, that all blanks were filled in prior to signing the same.

Rebecca C. Towell
(Witness)

1-13-77
(Date Disclosures Received)

Mary Elizabeth Springfield (SEA)
(Signature of One of Borrowers)

Spence Dieff

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
U.S. DEPT. OF GENERAL COUNSEL

7704000000

January 11 19 77 \$ 918.24 plus int.

90

DAYS AFTER DATE, FOR VALUE RECEIVED,

I

PROMISE TO PAY TO

Western Carolina
Bank & Trust Co.

OR ORDER, AT ITS OFFICE WHERE BORROWED

Nine Hundred Eighteen and 24/100-----DOLLARS

Interest rate Before maturity, 9% per annum payable in advance and computed on the basis of a year of 360 days for the actual number of days in the interest period; after maturity, at highest rate permitted by applicable law. All Parties to this note, including the makers, endorsers, sureties and guarantors, and whether bound by this or by separate instrument or agreement, hereby waive presentment for payment, demand, protest, notice of non-payment, or dishonor and of protest, and any and all other notices and demands whatsoever, and hereby consent that at any time, or from time to time, payment of any sum payable under this note may be extended without notice, whether for a definite or indefinite time. In the event any such party to this note defaults in the payment of any obligation due any creditor, then, at the option of the holder hereof, this note together with accrued interest and all other loan charges thereon shall become immediately due and payable. Any credit life insurance securing the payment of this note was effected solely at the option of the undersigned insured. In the event the indebtedness evidenced hereby is collected by or through an attorney, the holder shall be entitled to recover reasonable attorney's fees to the extent permitted by applicable law.

0001461

Given under the hand and seal of each party hereto.

William F. Mitchell

William F. Mitchell

(Seal)

Address. Box 520, Mars Hill, N.C. 28754

Date April 11, 1977

No. 776-01261096-60

(Seal)

DISCLOSURES REQUIRED BY FEDERAL LAW:

INSURANCE DISCLOSURE

CREDIT LIFE INSURANCE is not required for credit, purchase of such through Creditor(s) being voluntary on Customers' part. No such Credit Insurance is provided unless the Customer to be insured under such Credit Insurance Policies signs the appropriate Statement below: The Premium (cost) for Credit Life Insurance, for the term of the credit, is stated above.

I DESIRE CREDIT LIFE INSURANCE

(Date)

(Signature of Customer to be Insured)

BASIC TERMS OF LOAN AGREEMENT:

1. Loan Amount	\$ 918.24
2. Other Charges: Total	\$
a. Premium Credit Life:	\$
b. Other	\$
3. Less: Prepaid Finance Charge:	\$
4. Amount Financed (No. 1 + No. 2 - No. 3):	\$ 918.24
5. FINANCE CHARGE	\$ 20.66
6. Total of Payments (No. 4 + No. 5):	\$ 938.90
7. ANNUAL PERCENTAGE RATE	9 %

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURES:

The undersigned hereby acknowledges receipt of the DISCLOSURES contained herein, and further acknowledges that, at the time of execution of this instrument, the undersigned received a copy of this note and that, at the time, the copy was complete and filled in and, further, that all blanks were filled in prior to signing the same.

(Witness)

(Date Disclosures Received)

(Signature of One of Borrowers)

(SEAL)

FEDERAL ELECTRIC COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

Reverend Biggs

77040023600

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

January 11 19 77 \$ 918.25 plus int.

90 DAYS AFTER DATE, FOR VALUE RECEIVED, I PROMISE TO PAY TO



Western Carolina
Bank & Trust Co.

OR ORDER, AT ITS OFFICE WHERE BORROWED

Nine Hundred Eighteen and 25/100-----DOLLARS

Interest rate before maturity, 9 % per annum payable in advance and computed on the basis of a year of 360 days for the actual number of days in the interest period; after maturity, at highest rate permitted by applicable law. All Parties to this note, including the makers, endorsers, sureties and guarantors, and whether bound by this or by separate instrument or agreement, hereby waive presentment for payment, demand, protest, notice of non-payment, or dishonor and of protest, and any and all other notices and demands whatsoever, and hereby consent that at any time, or from time to time, payment of any sum payable under this note may be extended without notice, whether for a definite or indefinite time. In the event any such party to this note defaults in the payment of any obligation due any creditor, then, at the option of the holder hereof, this note together with accrued interest and all other loan charges thereon shall become immediately due and payable. Any credit life insurance securing the payment of this note was effected solely at the option of the undersigned insured. In the event the indebtedness evidenced hereby is collected by or through an attorney, the holder shall be entitled to recover reasonable attorney's fees to the extent permitted by applicable law.

0001339

Given under the hand and seal of each party hereto

ROBERT G. MCCLURE, JR.

Address P.O. Box 7053, Asheville, N. C. 28807

Due April 11, 1977 No. 768 01261011-60

DISCLOSURES REQUIRED BY FEDERAL LAW:

INSURANCE DISCLOSURE

CREDIT LIFE INSURANCE is not required for credit, purchase of such through Creditor(s) being voluntary on Customers' part. No such Credit Insurance is provided unless the Customer to be insured under such Credit Insurance Policies signs the appropriate Statement below: The Premium (cost) for Credit Life Insurance, for the term of the credit, is stated above.

I DESIRE CREDIT LIFE INSURANCE

(Date) (Signature of Customer to be Insured)

BASIC TERMS OF LOAN AGREEMENT:

1. Loan Amount:	\$ 918.25
2. Other Charges: (Total)	\$
a. Premium Credit Life:	\$
b. Other:	\$
3. Less: Prepaid Finance Charge:	\$
4. Amount Financed (No. 1 + No. 2 - No. 3):	\$ 918.25
5. FINANCE CHARGE	\$ 20.38
6. Total of Payments (No. 4 + No. 5)	\$ 938.63
7. ANNUAL PERCENTAGE RATE	9 %

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURES:

The undersigned hereby acknowledges receipt of the DISCLOSURES contained herein, and further acknowledges that, at the time of execution of this instrument, the undersigned received a copy of this note and that, at the time, the copy was complete and filled in and, further, that all blanks were filled in prior to signing the same.

(Witness)

(Date Disclosures Received)

(Signature of One of Borrowers)

(SEAL)

Bruce Briggs

FEDERAL BUREAU OF INVESTIGATION
OFFICIAL FILE
OFFICE OF THE ATTORNEY GENERAL

77740013611

January 11

1977

\$ 918.25 plus int.

-----90-----

DAYS AFTER DATE, FOR VALUE RECEIVED,

I

PROMISE TO PAY TO

Western Carolina
Bank & Trust Co.

OR ORDER, AT ITS OFFICE WHERE BORROWED

Nine Hundred Eighteen and 25/100-----DOLLARS

Interest rate before maturity, 9 % per annum payable in advance and computed on the basis of a year of 360 days for the actual number of days in the interest period; after maturity, at highest rate permitted by applicable law. All Parties to this note, including the makers, endorsers, sureties and guarantors, and whether bound by this or by separate instrument or agreement, hereby waive presentment for payment, demand, protest, notice of non-payment, or dishonor and of protest, and any and all other notices and demands whatsoever, and hereby consent that at any time, or from time to time, payment of any sum payable under this note may be extended without notice, whether for a definite or indefinite time. In the event any such party to this note defaults in the payment of any obligation due any creditor, then, at the option of the holder hereof, this note together with accrued interest and all other loan charges thereon shall become immediately due and payable. Any credit life insurance securing the payment of this note was effected solely at the option of the undersigned insured. In the event the indebtedness evidenced hereby is collected by or through an attorney, the holder shall be entitled to recover reasonable attorney's fees to the extent permitted by applicable law.

0001123

Given under the hand and seal of each party hereto

Jeff P. Hunt

Address P.O. Box 7053, Asheville, N.C. 28807

Due April 11, 1977 No 769 01261029-60

DISCLOSURES REQUIRED BY FEDERAL LAW:

INSURANCE DISCLOSURE

CREDIT LIFE INSURANCE is not required for credit, purchase of such through Creditor(s) being voluntary on Customers' part. No such Credit Insurance is provided unless the Customer to be insured under such Credit Insurance Policies signs the appropriate Statement below: The Premium (cost) for Credit Life Insurance, for the term of the credit, is stated above.

I DESIRE CREDIT LIFE INSURANCE

(Date)

(Signature of Customer to be Insured)

BASIC TERMS OF LOAN AGREEMENT:

1. Loan Amount	\$ 918.25
2. Other Charges: (Total)	\$
a. Premium Credit Life	\$
b. Other	\$
3. Less: Prepaid Finance Charge	\$
4. Amount Financed (No. 1 + No. 2 - No. 3)	\$ 918.25
5. FINANCE CHARGE	\$ 20.89
6. Total of Payments (No. 4 + No. 5)	\$ 939.14
7. ANNUAL PERCENTAGE RATE	9 %

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURES:

The undersigned hereby acknowledges receipt of the DISCLOSURES contained herein, and further acknowledges that, at the time of execution of this instrument, the undersigned received a copy of this note and that, at the time, the copy was complete and filled in and, further, that all blanks were filled in prior to signing the same.

(Witness)

(Date Disclosures Received)

(Signature of One of Borrowers)

(SEAL)

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
JAN 13 1977

Duice Briggs

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

77040023613

January 11 19 77 \$ 918.24 plus int.

90 DAYS AFTER DATE, FOR VALUE RECEIVED, I PROMISE TO PAY TO



OR ORDER, AT ITS OFFICE WHERE BORROWED

Nine Hundred Eighteen and 24/100----- DOLLARS

Interest rate before maturity, 9% per annum payable in advance and computed on the basis of a year of 360 days for the actual number of days in the interest period; after maturity, at highest rate permitted by applicable law. All Parties to this note, including the makers, endorsers, sureties and guarantors, and whether bound by this or by separate instrument or agreement, hereby waive presentment for payment, demand, protest, notice of non-payment, or dishonor and of protest, and any and all other notices and demands whatsoever, and hereby consent that at any time, or from time to time, payment of any sum payable under this note may be extended without notice, whether for a definite or indefinite time. In the event any such party to this note defaults in the payment of any obligation due any creditor, then, at the option of the holder hereof, this note together with accrued interest and all other loan charges thereon shall become immediately due and payable. Any credit life insurance securing the payment of this note was effected solely at the option of the undersigned insured. In the event the indebtedness evidenced hereby is collected by or through an attorney, the holder shall be entitled to recover reasonable attorney's fees to the extent permitted by applicable law.

Given under the hand and seal of each party hereto.

John Albert Bucy

Address Box 489, Mars Hill, N.C. 28754

Due April 11, 1977

No 771-01261045-60 0000307

DISCLOSURES REQUIRED BY FEDERAL LAW:

INSURANCE DISCLOSURE

CREDIT LIFE INSURANCE is not required for credit, purchase of such through Creditor(s) being voluntary on Customers' part. No such Credit Insurance is provided unless the Customer to be insured under such Credit Insurance Policies signs the appropriate Statement below: The Premium (cost) for Credit Life Insurance, for the term of the credit, is stated above.

I DESIRE CREDIT LIFE INSURANCE

(Date)

(Signature of Customer to be Insured)

BASIC TERMS OF LOAN AGREEMENT:

1. Loan Amount: \$ 918.24
2. Other Charges: (Total) \$
 - a. Premium Credit Life: \$
 - b. Other: \$
3. Less: Prepaid Finance Charge: \$
4. Amount Financed (No. 1 + No. 2 - No. 3): \$ 918.24
5. FINANCE CHARGE \$ 20.66
6. Total of Payments (No. 4 + No. 5) \$ 938.90
7. ANNUAL PERCENTAGE RATE 9 %

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURES:

signed hereby acknowledges receipt of the DISCLOSURES contained herein, and further acknowledges that, at the time of execution of this undersigned received a copy of this note and that, at the time, the copy was complete and filled in and, further, that all blanks were filled g the same.

Springfield
(Signature)

1-12-77
(Date Disclosures Received)

John A Bucy
(Signature of One of Borrowers) (SEAL)

Renee Briggs

77040016611

RECEIVED
OFFICE OF THE
ATTORNEY GENERAL

January 11 19 77 \$ 918.24 plus int.
-----90----- DAYS AFTER DATE, FOR VALUE RECEIVED, 1 PROMISE TO PAY TO



OR ORDER, AT ITS OFFICE WHERE BORROWED

Nine Hundred Eighteen and 24/100----- DOLLARS

Interest rate before maturity, 9 % per annum payable in advance and computed on the basis of a year of 360 days for the actual number of days in the interest period; after maturity, at highest rate permitted by applicable law. All Parties to this note, including the makers, endorsers, sureties and guarantors, and whether bound by this or by separate instrument or agreement, hereby waive presentment for payment, demand, protest, notice of non-payment, or dishonor and of protest, and any and all other notices and demands whatsoever, and hereby consent that at any time, or from time to time, payment of any sum payable under this note may be extended without notice, whether for a definite or indefinite time. In the event any such party to this note defaults in the payment of any obligation due any creditor, then, at the option of the holder hereof, this note together with accrued interest and all other loan charges thereon shall become immediately due and payable. Any credit life insurance securing the payment of this note was effected solely at the option of the undersigned insured. In the event the indebtedness evidenced hereby is collected by or through an attorney, the holder shall be entitled to recover reasonable attorney's fees to the extent permitted by applicable law.

Given under the hand and seal of each party hereto:

Carolyn M. Buchanan

Address 102 Furman Ave #42, Asheville, N.C. (Seal)

28801

Due April 11, 1977 No. 766-01260995-60 0000219 (Seal)

DISCLOSURES REQUIRED BY FEDERAL LAW:

INSURANCE DISCLOSURE

CREDIT LIFE INSURANCE is not required for credit, purchase of such through Creditor(s) being voluntary on Customers' part. No such Credit Insurance is provided unless the Customer to be insured under such Credit Insurance Policies signs the appropriate Statement below: The Premium (cost) for Credit Life Insurance, for the term of the credit, is stated above.

I DESIRE CREDIT LIFE INSURANCE

(Date) (Signature of Customer to be Insured)

BASIC TERMS OF LOAN AGREEMENT:

1. Loan Amount:	\$ 918.24
2. Other Charges: (Total)	\$
a. Premium Credit Life:	\$
b. Other:	\$
3. Less: Prepaid Finance Charge:	\$
4. Amount Financed (No. 1 + No. 2 - No. 3):	\$ 918.24
5. FINANCE CHARGE	\$ 20.66
6. Total of Payments (No. 4 + No. 5)	\$ 938.90
7. ANNUAL PERCENTAGE RATE	9 %

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURES:

The undersigned hereby acknowledges receipt of the DISCLOSURES contained herein, and further acknowledges that, at the time of execution of this instrument, the undersigned received a copy of this note and that, at the time, the copy was complete and filled in and, further, that all blanks were filled in prior to signing the same.

(Witness)

1-12-77
(Date Disclosures Received)

(Signature of One of Borrowers)

(SEAL)

Duane Briggs

77040023617

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

January 11

19 77

\$ 918.24 plus int.

-90-

DAYS AFTER DATE, FOR VALUE RECEIVED,

I

PROMISE TO PAY TO

Western Carolina
Bank & Trust Co.

OR ORDER, AT ITS OFFICE WHERE BORROWED

Nine Hundred Eighteen and 24/100-----

DOLLARS

Interest rate before maturity, 9% per annum payable in advance and computed on the basis of a year of 360 days for the actual number of days in the interest period; after maturity, at highest rate permitted by applicable law. All Parties to this note, including the makers, endorsers, sureties and guarantors, and whether bound by this or by separate instrument or agreement, hereby waive presentment for payment, demand, protest, notice of non-payment, or dishonor and of protest, and any and all other notices and demands whatsoever, and hereby consent that at any time, or from time to time, payment of any sum payable under this note may be extended without notice, whether for a definite or indefinite time. In the event any such party to this note defaults in the payment of any obligation due any creditor, then, at the option of the holder hereof, this note together with accrued interest and all other loan charges thereon shall become immediately due and payable. Any credit life insurance securing the payment of this note was effected solely at the option of the undersigned insured. In the event the indebtedness evidenced hereby is collected by or through an attorney, the holder shall be entitled to recover reasonable attorney's fees to the extent permitted by applicable law.

Given under the hand and seal of each party hereto.

Albert Ralph Ferguson

Address Box L, Mars Hill, N. C. 28754

0000752

Due April 11, 1977

No. 772-01261053-60

(Seal)

(Seal)

DISCLOSURES REQUIRED BY FEDERAL LAW:

INSURANCE DISCLOSURE

CREDIT LIFE INSURANCE is not required for credit, purchase of such through Creditor(s) being voluntary on Customers' part. No such Credit Insurance is provided unless the Customer to be insured under such Credit Insurance Policies signs the appropriate Statement below: The Premium (cost) for Credit Life Insurance, for the term of the credit, is stated above.

I DESIRE CREDIT LIFE INSURANCE

(Date)

(Signature of Customer to be Insured)

BASIC TERMS OF LOAN AGREEMENT:

1. Loan Amount:	\$ 918.24
2. Other Charges: (Total)	\$
a. Premium Credit Life:	\$
b. Other:	\$
3. Less: Prepaid Finance Charge:	\$
4. Amount Financed (No. 1 + No. 2 - No. 3):	\$ 918.24
5. FINANCE CHARGE	\$ 20.66
6. Total of Payments (No. 4 + No. 5):	\$ 938.90
7. ANNUAL PERCENTAGE RATE	9 %

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURES:

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(Witness)

(Date Disclosures Received)

(Signature of One of Borrowers)

(SEAL)

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

Paula Briggs

77040023610

January 11 19 77 \$ 918.24 plus int.

-----90----- DAYS AFTER DATE, FOR VALUE RECEIVED, I PROMISE TO PAY TO



Western Carolina
Bank & Trust Co.

OR ORDER, AT ITS OFFICE WHERE BORROWED

Nine Hundred Eighteen and 24/100-----DOLLARS

Interest rate before maturity, 9 per annum payable in advance and computed on the basis of a year of 360 days for the actual number of days in the interest period; after maturity, at highest rate permitted by applicable law. All Parties to this note, including the makers, endorsers, sureties and guarantors, and whether bound by this or by separate instrument or agreement, hereby waive presentment for payment, demand, protest, notice of non-payment, or dishonor and of protest, and any and all other notices and demands whatsoever, and hereby consent that at any time, or from time to time, payment of any sum payable under this note may be extended without notice, whether for a definite or indefinite time. In the event any such party to this note defaults in the payment of any obligation due any creditor, then, at the option of the holder hereof, this note together with accrued interest and all other charges thereon shall become immediately due and payable. Any credit life insurance securing the payment of this note was effected solely at the option of the undersigned insured. In the event the indebtedness evidenced hereby is collected by or through an attorney, the holder shall be entitled to recover reasonable attorney's fees to the extent permitted by applicable law.

Given under the hand and seal of each party hereto

Kenneth Mark Wallin

Address 123 N. Main Street., Mars Hill, N. C. 28754

Due April 11, 1977

No. 775 01261088-60

DISCLOSURES REQUIRED BY FEDERAL LAW:

INSURANCE DISCLOSURE

CREDIT LIFE INSURANCE is not required for credit, purchase of such through Creditor(s) being voluntary on Customers' part. No such Credit Insurance is provided unless the Customer to be insured under such Credit Insurance Policies signs the appropriate Statement below: The Premium (cost) for Credit Life Insurance, for the term of the credit, is stated above.

I DESIRE CREDIT LIFE INSURANCE

(Date)

(Signature of Customer to be insured)

BASIC TERMS OF LOAN AGREEMENT:

1. Loan Amount: \$ 918.24
2. Other Charges: (Total) \$
 - a. Premium Credit Life: \$
 - b. Other: \$
3. Less: Prepaid Finance Charge: \$
4. Amount Financed (No. 1 + No. 2 - No. 3): \$ 918.24
5. FINANCE CHARGE \$ 20.38
6. Total of Payments (No. 4 + No. 5) \$ 938.62
7. ANNUAL PERCENTAGE RATE 9 %

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURES:

The undersigned hereby acknowledges receipt of the DISCLOSURES contained herein, and further acknowledges that, at the time of execution of this instrument, the undersigned received a copy of this note and that, at the time, the copy was complete and filled in and, further, that all blanks were filled in prior to signing the same.

(Witness)

(Date Disclosures Received)

(Signature of One of Borrowers)

Bruce Biggs

770400:3621

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11-19-01 BY 60322

January 11 19 77 \$ 918.24 plus int.

-----90----- DAYS AFTER DATE, FOR VALUE RECEIVED, I PROMISE TO PAY TO



Western Carolina
Bank & Trust Co.

OR ORDER, AT ITS OFFICE WHERE BORROWED

Nine Hundred Eighteen and 24/100----- DOLLARS

Interest rate before maturity, 9. % per annum payable in advance and computed on the basis of a year of 360 days for the actual number of days in the interest period; after maturity, at highest rate permitted by applicable law. All Parties to this note, including the makers, endorsers, sureties and guarantors, and whether bound by this or by separate instrument or agreement, hereby waive presentment for payment, demand, protest, notice of non-payment, or dishonor and of protest, and any and all other notices and demands whatsoever, and hereby consent that at any time, or from time to time, payment of any sum payable under this note may be extended without notice, whether for a definite or indefinite time. In the event any such party to this note defaults in the payment of any obligation due any creditor, then, at the option of the holder hereof, this note together with accrued interest and all other loan charges thereon shall become immediately due and payable. Any credit life insurance securing the payment of this note was effected solely at the option of the undersigned insured. In the event the indebtedness evidenced hereby is collected by or through an attorney, the holder shall be entitled to recover reasonable attorney's fees to the extent permitted by applicable law.

Given under the hand and seal of each party hereto.

Carl Eller

Address Box 404, Mars Hill, N.C. 28754

Due April 11, 1977

No 770 01261037-60

(Seal)

(Seal)

DISCLOSURES REQUIRED BY FEDERAL LAW:

INSURANCE DISCLOSURE

CREDIT LIFE INSURANCE is not required for credit, purchase of such through Creditors being voluntary on Customers' part. No such Credit Insurance is provided unless the Customer to be insured under such Credit Insurance Policies signs the appropriate Statement below: The Premium (cost) for Credit Life Insurance, for the term of the credit, is stated above.

I DESIRE CREDIT LIFE INSURANCE

(Date)

(Signature of Customer to be insured)

BASIC TERMS OF LOAN AGREEMENT:

1. Loan Amount:	\$ 918.24
2. Other Charges: (Total)	\$
a. Premium Credit Life:	\$
b. Other:	\$
3. Less: Prepaid Finance Charge:	\$
4. Amount Financed (No. 1 + No. 2 - No. 3):	\$ 918.24
5. FINANCE CHARGE	\$ 20.66
6. Total of Payments (No. 4 + No. 5):	\$ 938.90
7. ANNUAL PERCENTAGE RATE	9 %

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURES:

The undersigned hereby acknowledges receipt of the DISCLOSURES contained herein, and further acknowledges that, at the time of execution of this instrument, the undersigned received a copy of this note and that, at the time, the copy was complete and filled in and, further, that all blanks were filled in prior to signing the same.

(Witness)

1-12-77
(Date Disclosures Received)

(Signature of One of Borrowers)

(SEAL)

FEDERAL RESERVE COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

Duce Biggs

77040023623

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

77040023621

RECEIVED
FEDERAL ELECTION
COMMISSION

77 MAR 8 AM 10:13



OFFICIAL FILE COPY
FEDERAL ELECTION COMMISSION
DIVISION OF GENERAL COUNSEL

Ms. Carol Darr
Federal Elections Commission
1325 K Street, N.W.
Washington, D.C. 20463

7704008023

)

MUR 244 (76)

CERTIFICATION

Marjorie W. Commons

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL



FEDERAL ELECTION COMMISSION

1325 K STREET NW
WASHINGTON, D.C. 20463

March 3, 1977

Mr. Dan Eller
c/o Mr. Robert Long
Long, McClure & Dodd
P.O. Box 7053
Ashville, North Carolina 28807

Re: MUR 244 (76)

Dear Mr. Eller:

On February 10, 1977, the Commission determined that there is reasonable cause to believe that you and Mr. Long have committed a violation of 2 U.S.C. §441a(a)(1)(A) of the Federal Election Campaign Act of 1971, as amended, by assuming liability, as endorsers, for loans (contributions) in excess of the \$1,000 limitation imposed by §441a(a)(1)(A). On the basis of the information available to the Commission it appears that you and Mr. Long have co-endorsed ten loans totalling \$9,750 to the "Briggs for Congress Committee." These loans are contributions within the meaning of §431(e)(5)(iii) and as such violate the above-mentioned limitation of §441a(a)(1)(A).

The Commission has a duty to correct such violations for a period of thirty days by informal methods of conference, conciliation and persuasion and to enter into a conciliation agreement. 2 U.S.C. §437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may upon a finding of probable cause to believe a violation has occurred, institute civil suit. 2 U.S.C. §437g(a)(5)(B).

Please advise me at your earliest opportunity whether you desire to conciliate in this matter. If you have any questions, please contact Carol Darr (telephone no. 202/382-4041), the attorney assigned to this matter.

Sincerely yours,

William C. O'Neil
General Counsel



7704002662

FILE COPY
OFFICE OF GENERAL COUNSEL

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 244 (76)
The Briggs for Congress Committee)
Robert B. Long, Jr. and)
Dan Eller)

GENERAL COUNSEL'S REPORT

I. Allegations

This MUR was initiated internally on the basis of a review of the Reports Analysis Section of the "10 Day Report Preceding the Primary" filed by the "Briggs for Congress Committee."

In their report, the "Briggs for Congress Committee" listed ten (10) contributions of \$975. each from individuals whose occupations (e.g., secretary, student, football coach) would cast doubt as to whether they were likely to have made the contributions.

On October 6, 1976, the Commission requested further information to document these contributions. The Briggs Committee responded that the contributions were actually loans from the 10 individuals who had all borrowed the money

FEDERAL ELECTION COMMISSION
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OFFICE OF GENERAL COUNSEL

77040013627

for purpose of contributing the funds to the "Briggs for Congress Committee". The copies of the loan agreements submitted by the Committee indicated, however, that two individuals, Robert Long and Dan Eller, had each endorsed all ten loans.

II. Evidence

In response to the Commission's initial request for further information, Robert Long, attorney for the Briggs Committee (and one of the endorsers), submitted affidavits from the principals on the loans, copies of the loan agreements, and copies of the cancelled checks evidencing the contributions.

These documents corroborate Long's explanation of the transactions:

All of the persons who made the loans worked in the Briggs for Congress Campaign or were close, personal friends of the candidate. No bank was willing to extend a loan to the campaign committee and for that reason ten (10) individuals agreed to seek funds to loan the campaign themselves with the understanding that they would be responsible for repaying the money in the event that the campaign committee was unable to do so . . .

FEDERAL ELECTION COMMISSION
OFFICIAL FILE
OFFICE OF GENERAL COUNSEL

77040023623

A friend of the candidate and a friend of mine, Mr. Dan Eller, joined me in endorsing these notes in order to secure the bank on all loans.

Based on this submission, the Commission found reason to believe that Long's and Eller's endorsements of the loans placed them in violation of the \$1,000 contribution limitation of §441a(a)(1)(A).

In response to the Commission's "reason to believe" letter, Long stated,

Mr. Eller and I did endorse the notes of ten individuals who borrowed \$975. each However, I do not know of any other item that I might submit to you other than to simply make the statement for us that there was and is no intention on the part of either of us to violate any Federal Election Law whatsoever.

Mr. Long added that the candidate was now making provisions personally to loan his committee enough money to repay the loans, and so to relieve also the endorsers of the financial responsibility.

III. Legal Analysis

According to the Uniform Commercial Code 3-414(1) regarding the contract of endorsers,



"Unless the endorsement otherwise specifies . . . every endorser engages that upon dishonor and any necessary notice of dishonor and protest he will pay the instrument according to its at the time of his endorsement to the holder . . .

Long admits that he and Eller endorsed the loans "in order to secure the bank on all loans;" in view of the occupations of the principals (secretary, student, football coach), the liability of the endorsements by Long and Eller on the notice appear to have been essential to establishing that the loans were made "in the ordinary course of business."

Under the provisions of §431(e)(5)(G)(ii), "loans shall be considered a loan by each endorser or guarantor in that proportion of the unpaid balance thereof that each endorser bears to the total number of endorsers or guarantors.

Robert Long and Dan Eller are each liable for a loan to the "Briggs for Congress Committee" in the amount of \$4,875, which is half the total amount of \$9,750. These loans are in violation of the \$1,000 contribution limitation imposed by §441a(a)(1)(A).

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
GENERAL COUNSEL

IV. Recommendation

It is recommended that the Commission find reasonable cause to believe that Robert Long and Dan Eller violated §441a(a)(1)(A).



WILLIAM C. OLDAKER
GENERAL COUNSEL

DATE:

2/8/77

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

77040023631

LONG, MCCLURE AND DODD

ATTORNEYS AT LAW

410 GENNETT BUILDING

ASHEVILLE, NORTH CAROLINA 28801

(704) 258-2296

MUR 244

ROBERT B. LONG, JR.
ROBERT G. MCCLURE, JR.
GARY A. DODD

JEFF R. HUNT

MAILING ADDRESS:
P. O. BOX 7053
ASHEVILLE, N. C. 28807

December 20, 1976

761284

Ms. Carol Darr
Federal Elections Commission
1325 K Street, Northwest
Washington, D.C. 20463

Re: MUR 244 (76)

Dear Ms. Darr:

This letter is to acknowledge receipt of your letter of December 7, 1976.

After discussing the matter with Mr. Eller who received an identical letter to mine, I don't believe that there is anything else that we can submit that we have not already submitted. Mr. Eller and I did endorse the notes of ten individuals who borrowed \$975.00 each, which individuals desired to make loans themselves with the proceeds of their bank loan to the Briggs For Congress Committee. The Committee is responsible for paying them back, and each of them is responsible for repaying the bank.

Both Mr. Eller and I wish that no action be taken against us. However, I do not know of any other item that I might submit to you other than to simply make the statement for us that there was and is no intention on the part of either of us to violate any Federal Election Law whatsoever. I might add that the candidate is now making provisions to personally loan his committee enough money to repay the ten individuals who obtained the loans and whose notes Mr. Eller and I endorsed so as to relieve us of financial responsibility in the matter.

I believe you have copies of about everything we have to offer and Mr. Eller and I are available to discuss the matter either by telephone or in person at Washington at your or the Commission's convenience.

Ms. Carol Darr
Page Two
December 20, 1976

Thanking you for your consideration and attention to
this matter, I am,

Very truly yours,

LONG, McCLURE & DODD

Robert B. Long, Jr.

RBLjr:vl

77040013633



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

Mr. Robert B. Long
Long, McClure & Dodd
P.O. Box 7053
Ashville, North Carolina 28807

Dear Mr. Long:

On 1977, the Commission determined that there is reasonable cause to believe that you and Mr. Eller have committed a violation of 2 U.S.C. §441a(a)(1)(A) of the Federal Election Campaign Act of 1971, as amended, by assuming liability, as endorsers, for loans (contributions) in excess of the \$1,000 limitation imposed by §441a(a)(1)(A). On the basis of the information available to the Commission it appears that you and Mr. Eller have co-endorsed ten loans totalling \$9,750 to the "Briggs for Congress Committee." These loans are contributions within the meaning of §431(e)(5)(iii) and as such violate the above-mentioned limitation of §441a(a)(1)(A).

The Commission has a duty to correct such violations for a period of thirty days by informal methods of conference, conciliation and persuasion and to enter into a conciliation agreement. 2 U.S.C. §437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may upon a finding of probable cause to believe a violation has occurred, institute civil suit. 2 U.S.C. §437g(a)(5)(B).

Please advise me at your earliest opportunity whether you desire to conciliate in this matter. If you have any questions, please contact Carol Darr (telephone no. 202/382-4041), the attorney assigned to this matter.

Sincerely yours,

William C. Oldaker
General Counsel



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

Mr. Dan Eller
c/o Mr. Robert Long
Long, McClure & Dodd
P.O. Box 7053
Ashville, North Carolina 28807

Re: MUR 244 (76)

Dear Mr. Eller:

On 1977, the Commission determined that there is reasonable cause to believe that you and Mr. Long have committed a violation of 2 U.S.C. §441a(a)(1)(A) of the Federal Election Campaign Act of 1971, as amended, by assuming liability, as endorsers, for loans (contributions) in excess of the \$1,000 limitation imposed by §441a(a)(1)(A). On the basis of the information available to the Commission it appears that you and Mr. Long have co-endorsed ten loans totalling \$9,750 to the "Briggs for Congress Committee." These loans are contributions within the meaning of §431(e)(5)(iii) and as such violate the above-mentioned limitation of §441a(a)(1)(A).

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Sincerely yours,

William C. Oldaker
General Counsel



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

JAN 17 1977

Mr. Robert B. Long, Jr.
Long, McClure & Dodd
Attorney at Law
P.O. Box 7053
Ashville, North Carolina 28807

Re: MUR 244(76)

Dear Mr. Long:

Enclosed is a copy of the Commission's Proposed Rules and Regulations. The Compliance Procedure is delineated in Part III.

Sincerely yours,

Carol Darr
Staff Attorney

Enclosure

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
JAN 17 1977



LONG, McCLURE AND DODD

ATTORNEYS AT LAW

410 GENNETT BUILDING

ASHEVILLE, NORTH CAROLINA 28801

(704) 258-2286

MUR 244

ROBERT B. LONG, JR.
ROBERT G. McCLURE, JR.
GARY A. DODD
JEFF R HUNT

MAILING ADDRESS:
P. O. BOX 7053
ASHEVILLE, N. C. 28807

December 20, 1976

761284

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Federal Elections Commission
1325 K Street, Northwest
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I believe you have copies of about everything we have to offer and Mr. Eller and I are available to discuss the matter either by telephone or in person at Washington at your or the Commission's convenience.



Very truly yours,

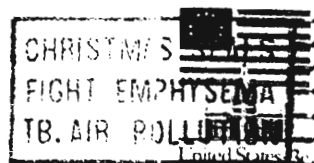
LONG, McCLURE & DODD
Robert B. Long, Jr.

~~Robert B. Long, Jr.~~

RBLjr: v1

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 84

P. O. BOX 7053



Ms. Carol Darr
Federal Elections Commission
1325 K Street, Northwest
Washington, D. C. 20463

10



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

DEC 07 1976

Mr. Robert B. Long, Jr.
Long, McClure and Dodd
P. O. Box 7053
Ashville, N.C. 28807

Re: MUR 244 (76)

Dear Mr. Long:

This letter is to notify you that the Federal Election Commission has found reason to believe that you have violated §441a(a)(1)(A) of the Federal Election Campaign Act of 1971, as amended. We have numbered this matter MUR 244 (76).

According to your letter to the Commission dated October 25, 1976, you and Mr. Eller each endorsed 10 individual loans totalling \$9,969.40 including interest, with the intention that the monies be contributed to the "Briggs for Congress Committee."

Under the provisions of §431(e)(5)(G)(ii), "loans shall be considered a loan by each endorser or guarantor in that proportion of the unpaid balance thereof that each endorser bears to the total number of endorsers or guarantors." You are thus liable for a loan to the "Briggs for Congress Committee" in the amount of \$4,984.70, which is half the total amount of \$9,969.40. This loan is in violation of the \$1,000 contribution limitation imposed by §441a(a)(1)(A).

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath.

The Commission is under a duty to investigate this matter expeditiously; therefore, your response should be submitted within ten days after receipt of this notification. If you



have any questions, please contact Carol Darr (telephone no. 202/382-4041), the attorney assigned to this case.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3) unless you notify the Commission in writing that you wish the investigation to be made public.

If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely yours,

15/

John G. Murphy, Jr.
General Counsel

77041002564

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

66
● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

- ☐ Show to whom and date delivered..... 15¢
☒ Show to whom, date, & address of delivery.. 35¢
☐ RESTRICTED DELIVERY.
Show to whom and date delivered..... 65¢
☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:

Robert B. Long

3. ARTICLE DESCRIPTION:

| REGISTERED NO. | CERTIFIED NO. | INSURED NO. |
|----------------|---------------|-------------|
| | <i>438431</i> | |

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

Darlene Taylor

4. DATE OF DELIVERY
DEC 10 1976

POSTMARK
DEC 10 1976

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S
INITIALS
W



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Dan W. Eller
293 Shellborne
Ashville, North Carolina

DEC 07 1976

Re: MUR 244 (76)

Dear Mr. Eller:

This letter is to notify you that the Federal Election Commission has found reason to believe that you have violated §441a(a)(1)(A) of the Federal Election Campaign Act of 1971, as amended. We have numbered this matter MUR 244 (76).

According to a letter to the Commission from Robert B. Long, Jr., dated October 25, 1976, you and Mr. Long each endorsed 10 individual loans totalling \$9,969.40 including interest, with the intention that the monies be contributed to the "Briggs for Congress Committee."

Under the provisions of §431(e)(5)(G)(ii), "loans shall be considered a loan by each endorser or guarantor in that proportion of the unpaid balance thereof that each endorser bears to the total number of endorsers or guarantors." You are thus liable for a loan to the "Briggs for Congress Committee" in the amount of \$4,984.70, which is half the total amount of \$9,969.40. This loan is in violation of the \$1,000 contribution limitation imposed by §441a(a)(1)(A).

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath.

The Commission is under a duty to investigate this matter expeditiously; therefore, your response should be submitted within ten days after receipt of this notification.



- 2 -

If you have any questions, please contact Carol Darr (telephone no. 202/382-4041), the attorney assigned to this case.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3) unless you notify the Commission in writing that you wish the investigation to be made public.

If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely yours,

JS/

John G. Murphy, Jr.
General Counsel

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

NOV 30 1976

Mr. Roy Underwood
P.O. Box 117
Murphy, North Carolina

Re: MUR 244 (76)

Dear Mr. Underwood:

We have received your letter of October 29, 1976, inquiring into the possibility of a violation of the Federal Election Campaign Act of 1971, as amended, by the Briggs for Congress Committee.

The Federal Election Campaign Act, as amended, requires that all complaints be signed, sworn, and notarized by the person making the complaint. (See 2 U.S.C. §437g(a)(2).) Under §111.2 of the Commission's proposed regulations it is also required that a complaint contain: (1) the full name, address and telephone number of the complainant; (2) a clear and concise statement of the acts which are alleged to constitute a violation of the Federal Election Campaign Act of 1971; (3) copies of any evidence available to the complainant which sustain the allegations of the complaint. In the event you wish to file a complaint, please comply with these requirements.

In addition we would appreciate any documentation of your assertions that the principals on the loans were not obliged to repay the notes, and that the loans made by the Western Carolina Bank were not made in the ordinary course of business because of Mr. John Veach's relationship with the bank.

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

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In addition to the statutes cited in your unnotarized complaint, I think it would be helpful for you to consult 2 U.S.C. §431(f)(4)(K), of the Act, portions of which deal with loans of money by national or State banks. A copy of the Federal Election Campaign Act of 1971, as amended is enclosed with this letter. I hope that an examination of these materials will answer most of your questions and will enable you to be specific in any assertions or allegations you might make, in the event you wish to file a complaint with the Commission.

Please feel free to contact me if you have any further questions. The attorney assigned to this matter is Carol Darr (telephone no. 202/382-4041).

Sincerely yours,

William C. Oldaker
Assistant General Counsel

CDarr:pjg:11/22/76
cc: MUR file
Chron file
CD

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Robert B. Long, Jr.)
and Dan Eller

MUR 244 (76)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on November 24, 1976, the Commission determined by a vote of 6-0 that there was reason to believe that a violation of Section 441a(a)(1)(A) had occurred in the above-captioned matter.

Marjorie W. Emmons
Secretary to the Commission

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

770400:3647

DATE AND TIME OF TRANSMITTAL: 11/24/74

NO. 244 (76)

REC'D: 9/24/76

FEDERAL ELECTION COMMISSION
Washington, D. C.

Complainant's Name: Initiated internally

Respondent's Name: Robert B. Long, Jr. and Dan Eller

Relevant Statute: §§441a(a)(1)(A), 431(e)(5)(G)(ii)

Internal Reports Checked: Briggs for Congress Committee Reports

Federal Agencies Checked: None

SUMMARY OF ALLEGATION

The "Briggs for Congress Committee" submitted a 10 Day Pre-election Report which listed 10 contributions, each in the amount of \$975 from individuals whose occupational descriptions would cast doubt as to whether they in fact could have made the contribution (e.g., football coach, secretary, student), On October 6, 1976, a letter was sent to the Committee requesting documentation of these contributions. On October 27, 1976, the Commission received an

PRELIMINARY LEGAL ANALYSIS

According to §431(e)(5)(G)(ii), "loans shall be considered a loan by each endorser or guarantor in that proportion of the unpaid balance thereof that each endorser bears to the total number of endorsers or guarantor." Long and Eller are thus liable for a loan (contribution) to the "Briggs for Congress Committee for \$4,984.70 each, in violation of the \$1,000 limitation imposed by §441a(a)(1)(A).

RECOMMENDATION

Reason to believe of §441a(a)(1)(A); send attached letters.

Date of Next Commission Review:

SUMMARY OF ALLEGATION (Cont'd.)

amended report, affidavits, copies of cancelled checks and loan agreements, and an explanation that the "contributions" were in fact loans from these individuals.

Each loan in the amount of \$975 (\$996.94, including interest) was made in accordance with the applicable banking laws and regulations and in the ordinary course of business, in the name of each individual for the purpose of contributing the money to the Briggs for Congress Committee. In order to secure these loans, however, two other individuals, Robert Long and Dan Eller, each endorsed all ten loans, which totalled \$9,969.40 including interest.

770400:1641
FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Robert B. Long, Jr.
Long, McClure and Dodd
P. O. Box 7053
Ashville, N.C. 28807

Re: MUR 244 (76)

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Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. When and where statements should be submitted under oath.

The Commission is under a duty to investigate this matter expeditiously; therefore, your response should be submitted within ten days after receipt of this notification. If you

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL



have any questions, please contact Carol Darr (telephone no. 202/382-4041), the attorney assigned to this case.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3) unless you notify the Commission in writing that you wish the investigation to be made public.

If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely yours,

John G. Murphy, Jr.
General Counsel

7704001161



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Dan W. Eller
293 Shelborne
Ashville, North Carolina

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This letter is to notify you that the Federal Election Commission has found reason to believe that you have violated §441a(a)(1)(A) of the Federal Election Campaign Act of 1971, as amended. We have numbered this matter MUR 244 (76).

According to a letter to the Commission from Robert B. Long, Jr., dated October 25, 1976, you and Mr. Long each endorsed 10 individual loans totalling \$9,969.40 including interest, with the intention that the monies be contributed to the "Briggs for Congress Committee."

Under the provisions of §431(e)(5)(G)(ii), "loans shall be considered a loan by each endorser or guarantor in that proportion of the unpaid balance thereof that each endorser bears to the total number of endorsers or guarantors." You are thus liable for a loan to the "Briggs for Congress Committee" in the amount of \$4,984.70, which is half the total amount of \$9,969.40. This loan is in violation of the \$1,000 contribution limitation imposed by §441a(a)(1)(A).

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath.

The Commission is under a duty to investigate this matter expeditiously; therefore, your response should be submitted within ten days after receipt of this notification.



If you have any questions, please contact Carol Darr (telephone no. 202/382-4041), the attorney assigned to this case.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3) unless you notify the Commission in writing that you wish the investigation to be made public.

If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely yours,

John G. Murphy, Jr.
General Counsel

7704001165

RECEIVED
JUL 10 1970
FBI - WASH DC

CC 597

MUR 244



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

September 24, 1976

MEMORANDUM TO: Bill Oldaker
THROUGH: Drew McKay *DM*
FROM: Al Keema *AK*
SUBJECT: Unusual pattern of contributions

Attached is a copy of Briggs for Congress Committee's 10 Day Pre Election Report. Please note that on July 16, 1976 the committee reported receipt of ten (10) contributions from residents of Mars Hill and Ashville, North Carolina each amounting to \$975.00. The contributions were reported from individuals whose occupational descriptions would cast doubt as to whether they in fact could have made the contributions (ie: football coach, secretary, student).

I am refering this matter to you for appropriate action. Please advise RAS as to what action will be taken, so that we may keep our files current.

cc: Keith Vance

FEDERAL ELECTION COMMISSION
RECEIVED FILE COPY



Form 100
January 1976
Federal Election Commission
1225 K Street, N.W.
Washington, D.C. 20463

Report of Receipts and Expenditures
for a Candidate or Committee
Supporting any Candidate(s) for
Nomination or Election to Federal Office

RECEIVED
1976 AUG -9
U.S. HOUSE OF REPRESENTATIVES

Note: Committees authorized by a candidate to receive contributions and make expenditures in connection with more than one election must maintain separate records with respect to each election.

1(a) Name of Candidate or Committee (in full)
BRIGGS FOR CONGRESS COMMITTEE

2 Identification Number
060402

3(a) Is this a report of receipts and expenditures for only one election? ☒ Yes ☐ No

(b) If "Yes," for which election?
Primary on **8-17-76**
(General, Primary, Runoff), (Date)

(b) Address (number and street)
Box B

(c) City, State and ZIP code
Mars Hill, North Carolina 28754

4 Type of Report (Check appropriate box and complete, if applicable)
(a) ☐ Amendment (c) ☐ July 10 report
(b) ☐ April 10 Report (d) ☐ October 10 report
(e) ☐ January 31 Report
(f) ☐ Alternative Monthly Report
(g) ☐ Termination

(h) ☐ Tenth day report preceding **Primary** election on **8-17-76** in the state of **North Carolina**
(primary, general or convention) (date)

(i) ☐ Thirtieth day report following _____ election on _____ in the state of _____
(primary, general or convention) (date)

Committee Summary of Receipts and Expenditures

| Section A - Cash Balance Summary | | Column A
This Period | Column B
Calendar Year-To-Date |
|---|---|-------------------------|-----------------------------------|
| 6 | Cash on hand January 1, 1976 | | \$ 00.00 |
| 7 | Cash on hand at beginning of reporting period | \$ 941.48 | |
| 8 | Add total receipts (from line 19) | \$ 13285.00 | \$ 22011.50 |
| (a) | Subtotal | \$ 14226.48 | \$ 22952.98 |
| 9 | Subtract total expenditures (From line 24) | \$ 10046.68 | \$ 17831.70 |
| 10 | Cash on hand at close of reporting period | \$ 4179.80 | \$ 5121.28 |
| 11 | Contributed items on hand to be liquidated (attach itemized list) | \$ | |
| Section B - Presidential Campaign Expenditures Subject to Limitation - Summary
(Applies Only To Presidential Candidates Receiving Federal Funds) | | | |
| 12 | Operating expenditures (from line 20) | \$ | \$ |
| 13 | Less Refunds and Rebates (from line 17) | | |
| 14 (a) | Expenditures subject to limitation | | \$ |
| (b) | Expenditures from prior years subject to limitation | | \$ |
| (c) | Total expenditures subject to limitation | | \$ |

FEDERAL ELECTION COMMISSION
FEDERAL FILE COPY

I certify that I have examined this Report, and to the best of my knowledge and belief it is true, correct and complete.
Walter P. Smith August 5, 1976
(Signature of Treasurer or Candidate) (Date)

Note: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. § 441 (Text on reverse side of form).

For further information Contact: Federal Election Commission
1225 K Street, N.W.
Washington, D.C. 20463

76011030385

STATE JMO

Detailed Summary Schedule of Receipts and Expenditures

(Page 2)

| Name of Candidate or Committee
BRIGGS FOR CONGRESS COMMITTEE | | Report covering the period
From: 7-1-76 To: 8-2-76 | |
|---|-------------|---|-----------------------------------|
| Part I - Receipts | | Column A
This Period | Column B
Calendar year-to-date |
| 15 Contributions and other income: | | | |
| (a) Itemized (use Schedule A) | \$ 10875.00 | | |
| (b) Unitemized | \$ 2410.00 | | |
| (c) Sales and Collections Included Above:
List by event on memo Schedule D (S <u>590.00</u>) | | | |
| (d) Subtotal of contributions and other income | \$ 13285.00 | \$ 22011.50 | |
| 16 Loans and Loan Repayments Received: | | | |
| (a) Itemized (use Schedule A) | \$ | | |
| (b) Unitemized | \$ | | |
| (c) Subtotal of loans and loan repayments received | \$ | \$ | |
| 17 Refunds, Rebates, etc.: | | | |
| (a) Itemized (use Schedule A) | \$ | | |
| (b) Unitemized | \$ | | |
| (c) Subtotal of refunds, rebates, etc. | \$ | \$ | |
| 18 Transfers In: | | | |
| (a) From Affiliated Committee (Itemize all on Schedule A) | \$ | | |
| (b) From other Committees (Itemize all on Schedule A) | \$ | | |
| (c) Subtotal of transfers in | \$ | \$ | |
| 19 Total Receipts | \$ 13285.00 | \$ 22011.50 | |
| Part II - Expenditures | | | |
| 20 Operating Expenditures: | | | |
| (a) Itemized (use Schedule B) | \$ 9346.48 | | |
| (b) Unitemized | \$ 700.20 | | |
| (c) Subtotal of operating expenditures | \$ 10046.68 | \$ 17831.70 | |
| 21 Loans, Loan Repayments, and Contribution Refunds: | | | |
| (a) Itemized (use Schedule B) | \$ | | |
| (b) Unitemized | \$ | | |
| (c) Subtotal of loans and loan repayments made and contribution refunds | \$ | | |
| 22 Fundraising Expenditures: (Apply to 20% Exemption—Presidential Campaigns Receiving Federal Funds) | | | |
| (a) Itemized (use Schedule B) | \$ | | |
| (b) Unitemized | \$ | | |
| (c) Subtotal of fundraising expenditures | \$ | | |
| 23 Transfers Out: | | | |
| (a) To Affiliated Committee (Itemize all on Schedule B) | \$ | | |
| (b) To Other Committees (Itemize all on Schedule B) | \$ | | |
| (c) Subtotal of transfers out | \$ | \$ | |
| 24 Total Expenditures | \$ 10046.68 | \$ 17831.70 | |
| Part III - Debts and Obligations | | | |
| 25 Debts and obligations owed to the Committee (Itemize all on Schedule C) | \$ | | |
| 26 Debts and obligations owed by the Committee (Itemize all on Schedule C) | \$ | | |
| Part IV - Receipts and Expenditures, Net of Transfers to and from Affiliated Committees | | | |
| 27 Total Receipts (from line 19) | \$ 13285.00 | | |
| 28 Less Transfers In (from line 18(a)) | \$ | | |
| 29 Net Receipts | \$ 13285.00 | | |
| 30 Total Expenditures (from line 24) | \$ 10046.68 | | |
| 31 Less Transfers out (from line 23(a)) | \$ | | |
| 32 Net Expenditures | \$ 10046.68 | | |

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

734011030086

Schedule A
January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Itemized Receipts,
Contributions, Ticket Purchases, Loans,
Rebates, and Transfers for Line
Numbers 15, 16, 17 and/or 18 of FEC Form 3
(see instructions on back)

Page 1 of 3 for
LINE NUMBER 15a
(Use separate schedule(s) for each
numbered line).

76011030387

| Name of Candidate or Committee in full | | Date (month, day, year) | Amount of each receipt this period |
|---|--|-------------------------|------------------------------------|
| BRIGGS FOR CONGRESS COMMITTEE | | | |
| Full Name, mailing address and ZIP code
Cecelia C. Powell
132 Mountain View Road, Mars Hill, NC 28754 | | 7-1-76 | \$400.00 |
| Principal place of business | Occupation
Housewife
☐ Check if Contributor is self-employed
Aggregate Year-to-Date > \$ 400 | | |
| Full Name, mailing address and ZIP code
Herman H. West
P.O. Box 539, Murphy, NC 28906 | | 7-2-76 | \$200.00 |
| Principal place of business | Occupation
Herman H. West & Co.
Corporate President
Andrews Road
☐ Check if Contributor is self-employed
Murphy, NC 28906
Aggregate Year-to-Date > \$ 200 | | |
| Full Name, mailing address and ZIP code
Mary Springfield
Box 614, Mars Hill, NC 28754 | | 7-16-76 | \$975.00 |
| Principal place of business | Occupation
Briggs for Congress
Secretary
Box B
☐ Check if Contributor is self-employed
Mars Hill, NC 28754
Aggregate Year-to-Date > \$ 975 | | |
| Full Name, mailing address and ZIP code
Albert Ralph Ferguson
Box L, Mars Hill, NC 28754 | | 7-16-76 | \$975.00 |
| Principal place of business | Occupation
Mars Hill College
Football Coach
Mars Hill, NC 28754
☐ Check if Contributor is self-employed
Aggregate Year-to-Date > \$ 975 | | |
| Full Name, mailing address and ZIP code
William F. Mitchell
Box 520, Mars Hill, NC 28754 | | 7-16-76 | \$975.00 |
| Principal place of business | Occupation
Mars Hill College
Football Coach
Mars Hill, NC 28754
☐ Check if Contributor is self-employed
Aggregate Year-to-Date > \$ 975 | | |
| Full Name, mailing address and ZIP code
John A. Bucy
Box 489, Mars Hill, NC 28754 | | 7-16-76 | \$975.00 |
| Principal place of business | Occupation
Epicure Management Services, Inc.
District Manager
P.O. Box 3148 CRS
☐ Check if Contributor is self-employed
Rock Hill, SC 29730
Aggregate Year-to-Date > \$ 975 | | |
| Subtotal of receipts this page (optional) | | | \$ 4500.00 |
| Total this period (last page this line number only) | | | \$ |

4

Schedule A
January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

**Itemized Receipts,
Contributions, Ticket Purchases, Loans,
Rebates, and Transfers for Line
Numbers 15, 16, 17 and/or 18 of FEC Form 3**
(see instructions on back)

Page 2 of 3 for
LINE NUMBER 15a
(Use separate schedule(s) for each
numbered line).

| Name of Candidate or Committee in full | | | |
|--|------------|-------------------------|------------------------------------|
| BRIGGS FOR CONGRESS COMMITTEE | | | |
| Full Name, mailing address and ZIP code | | Date (month, day, year) | Amount of each receipt this period |
| Kenneth Mark Wallin
123 N. Main St., Mars Hill, NC 28754 | | 7-16-76 | \$975.00 |
| Principal place of business | Occupation | | |
| | Student | | |
| ☐ Check if Contributor is self-employed | | | |
| Aggregate Year-to-date | | ▷ \$ 975 | |
| Full Name, mailing address and ZIP code | | Date (month, day, year) | Amount of each receipt this period |
| Carl Eller
Box 404, Mars Hill, NC 28754 | | 7-16-76 | \$975.00 |
| Principal place of business | Occupation | | |
| Eller Oil Company
Mars Hill, NC 28754 | Owner | | |
| ☐ Check if Contributor is self-employed | | | |
| Aggregate Year-to-date | | ▷ \$ 975 | |
| Full Name, mailing address and ZIP code | | Date (month, day, year) | Amount of each receipt this period |
| L. Roger Swann
Route 1, Mars Hill, NC 28754 | | 7-16-76 | \$975.00 |
| Principal place of business | Occupation | | |
| Eller Oil Company
Mars Hill, NC 28754 | Employee | | |
| ☐ Check if Contributor is self-employed | | | |
| Aggregate Year-to-date | | ▷ \$ 975 | |
| Full Name, mailing address and ZIP code | | Date (month, day, year) | Amount of each receipt this period |
| Jeff P. Hunt
P.O. Box 7053, Asheville, NC 28807 | | 7-16-76 | \$975.00 |
| Principal place of business | Occupation | | |
| Long, McClure, & Dodd
P.O. Box 7053
Asheville, NC 28807 | Attorney | | |
| ☐ Check if Contributor is self-employed | | | |
| Aggregate Year-to-date | | ▷ \$ 975 | |
| Full Name, mailing address and ZIP code | | Date (month, day, year) | Amount of each receipt this period |
| Robert G. McClure, Jr.
P.O. Box 7053, Asheville, NC 28807 | | 7-16-76 | \$975.00 |
| Principal place of business | Occupation | | |
| Long, McClure, & Dodd
P.O. Box 7053
Asheville, NC 28807 | Attorney | | |
| ☐ Check if Contributor is self-employed | | | |
| Aggregate Year-to-date | | ▷ \$ 975 | |
| Full Name, mailing address and ZIP code | | Date (month, day, year) | Amount of each receipt this period |
| Carolyn Buchanan
102 Furman Ave., #42, Asheville, NC 28801 | | 7-16-76 | \$975.00 |
| Principal place of business | Occupation | | |
| Briggs for Congress
Box B
Mars Hill, NC 28754 | Secretary | | |
| ☐ Check if Contributor is self-employed | | | |
| Aggregate Year-to-date | | ▷ \$ 975 | |
| Subtotal of receipts this page (optional) | | | ▷ \$ 5850.00 |
| Total this period (last page this line number only) | | | ▷ \$ |

Schedule A

January 1976
Federal Election Commission
325 K Street, N.W.
Washington, D.C. 20463

Itemized Receipts,
Contributions, Ticket Purchases, Loans,
Rebates, and Transfers for Line
Numbers 15, 16, 17 and/or 18 of FEC Form 3
(See Instructions on back)

Page 3 of 3 for
LINE NUMBER 15a

(Use separate schedule(s) for each
numbered line).

Name of Candidate or Committee in full

BRIGGS FOR CONGRESS COMMITTEE

Full Name, mailing address and ZIP code

Square D. Political Action Committee
205 S. North west Highway, Park Ridge, Illinois 60068

Date (month,
day, year)

7-20-76

Amount of each
receipt this period

\$250.00

Principal place of business

Occupation

☐ Check if Contributor is self-employed

Aggregate Year-to-Date ▷ \$ 250

Full Name, mailing address and ZIP code

Winfield Shiras
40 Gertrude Place, Asheville, NC 28801

Date (month,
day, year)

7-21-76

Amount of each
receipt this period

\$250.00

Principal place of business

Occupation

Retired

☐ Check if Contributor is self-employed

Aggregate Year-to-Date ▷ \$ 250

Full Name, mailing address and ZIP code

Willain J. Freeman
968 Tunnel Road, Asheville, NC 28805

Date (month,
day, year)

7-12-76

Amount of each
receipt this period

\$ 25.00

Principal place of business

Occupation

Retired

☐ Check if Contributor is self-employed

Aggregate Year-to-Date ▷ \$ 125

Full Name, mailing address and ZIP code

Date (month,
day, year)

Amount of each
receipt this period

Principal place of business

Occupation

☐ Check if Contributor is self-employed

Aggregate Year-to-Date ▷ \$

Full Name, mailing address and ZIP code

Date (month,
day, year)

Amount of each
receipt this period

Principal place of business

Occupation

☐ Check if Contributor is self-employed

Aggregate Year-to-Date ▷ \$

Full Name, mailing address and ZIP code

Date (month,
day, year)

Amount of each
receipt this period

Principal place of business

Occupation

☐ Check if Contributor is self-employed

Aggregate Year-to-Date ▷ \$

Subtotal of receipts this page (optional) ▷ \$ 525.00

Total this period (last page this line number only) ▷ \$ 10875.00

Itemized Expenditures

Campaign Fundraising, Loans, and Transfers for Lines 20, 21, 22, and/or 23 of FEC Form 3 (see instructions on back)

Page 1 of 2 for

LINE NUMBER 20a

(Use separate schedule(s) for each numbered line).

Schedule B
January 1976
Federal Election Commission
25 K Street, N.W.
Washington, D.C. 20543

Name of Candidate or Committee in full

BRIGGS FOR CONGRESS COMMITTEE

Full Name, mailing address and ZIP code

Diraction Services, Inc.
13 Third Street
Rye, New York 10580

Purpose of Expenditure

Balance due for
political survey

Date (month,
day, year)

7-1-76

Amount of each expenditure this period

\$3000.00

Full Name, mailing address and ZIP code

Southern Bell Telephone Co.
179 Woodfin Street
Asheville, NC 28801

Purpose of Expenditure

Phone bills and
phone deposits

Date (month,
day, year)

7-14-76

Amount of each expenditure this period

112.82

7-23-76

65.00

8-2-76

185.00

8-2-76

208.00

Full Name, mailing address and ZIP code

Westco Telephone Co.
Weaverville, NC 28787

Purpose of Expenditure

Phone bills

Date (month,
day, year)

7-14-76

Amount of each expenditure this period

31.92

8-2-76

711.47

Full Name, mailing address and ZIP code

Exxon Company USA
P.O. Box 351
Bala-Cynwyd, PA 19004

Purpose of Expenditure

Campaign travel
expense

Date (month,
day, year)

7-14-76

Amount of each expenditure this period

134.85

Full Name, mailing address and ZIP code

Dowis Duplicating Services
63 Dorchester Ave.
W. Asheville, NC 28806

Purpose of Expenditure

Brochures and
Envelopes

Date (month,
day, year)

7-14-76

Amount of each expenditure this period

166.40

7-27-76

507.52

Full Name, mailing address and ZIP code

Instant Copies of Pack Square
4 1/2 N. Pack Square
Asheville, NC 28801

Purpose of Expenditure

Duplication
Services

Date (month,
day, year)

7-14-76

Amount of each expenditure this period

69.68

7-27-76

34.53

Full Name, mailing address and ZIP code

R. Robert Freeman
P.O. Box 1221
Hendersonville, NC 28739

Purpose of Expenditure

Consultant's fee

Date (month,
day, year)

7-23-76

Amount of each expenditure this period

750.00

8-2-76

750.00

Full Name, mailing address and ZIP code

Art Specialty Advertising
1300 Paddock Drive
Raleigh, NC 27609

Purpose of Expenditure

4x8 billboards,
yard signs,
bumperstickers

Date (month,
day, year)

7-23-76

Amount of each expenditure this period

1500.00

Subtotal of expenditures this page (optional)

\$7727.19

Total this period (last page this line number only)

\$

Schedule B
July 1976
Federal Election Commission
1100 K Street, N.W.
Washington, D.C. 20463

Itemized Expenditures
Campaign Fundraising, Loans, and Transfers
for Lines 20, 21, 22, and/or 23 of FEC Form 3
(see instructions on back)

Page 2 of 2 for
LINE NUMBER 20a
(Use separate schedule(s) for each
numbered line).

Name of Candidate or Committee in full
BRIGGS FOR CONGRESS COMMITTEE

| Full Name, mailing address and ZIP code | Purpose of Expenditure | Date (month, day, year) | Amount of each expenditure this period |
|---|--------------------------------------|-------------------------|--|
| Internal Revenue Service
3131 Democrat Road
Memphis, TN 38110 | Social Security
Quarterly payment | 7-26-76 | \$ 107.78 |
| Full Name, mailing address and ZIP code | Purpose of Expenditure | Date (month, day, year) | Amount of each expenditure this period |
| Atkins Harper Lumber Co.
332 Haywood Road
Asheville, NC 28806 | Building supplies | 7-29-76 | 406.52 |
| Full Name, mailing address and ZIP code | Purpose of Expenditure | Date (month, day, year) | Amount of each expenditure this period |
| Booth-Barfield Realtors
12 Church Street
Asheville, NC 28801 | Headquarters rent | 7-23-76 | 300.00 |
| Full Name, mailing address and ZIP code | Purpose of Expenditure | Date (month, day, year) | Amount of each expenditure this period |
| Carolyn Buchanan
102 Furman Ave., #42
Asheville, NC 28801 | Salary | 7-16-76
7-24-76 | 94.15
211.84 |
| Full Name, mailing address and ZIP code | Purpose of Expenditure | Date (month, day, year) | Amount of each expenditure this period |
| Wilma Sherrill
220 Robinhood Road
Asheville, NC 28804 | Salary | 7-16-76 | 122.40 |
| Full Name, mailing address and ZIP code | Purpose of Expenditure | Date (month, day, year) | Amount of each expenditure this period |
| Mary Springfield
Box 614
Mars Hill, NC 28754 | Salary | 7-14-76
7-29-76 | 200.00
176.60 |
| Full Name, mailing address and ZIP code | Purpose of Expenditure | Date (month, day, year) | Amount of each expenditure this period |
| | | | |
| Full Name, mailing address and ZIP code | Purpose of Expenditure | Date (month, day, year) | Amount of each expenditure this period |
| | | | |

Subtotal of expenditures this page (optional) ▷ \$1619.29

Total this period (last page this line number only) ▷ \$9346.48

July 1976
Special Training Commission
25 W. Street, N.W.
Washington, D.C. 20463

(see instructions on back)

Page 1 of 1 for
LINE NUMBER 15C

BRIGGS FOR CONGRESS COMMITTEE

| | | | |
|---|--|----|--------|
| 1 | Sale of tickets (List by event below) | \$ | 590.00 |
| 2 | Mass collections (List by event below) | \$ | |
| 3 | Sale of items | \$ | |
| 4 | Total (Carry forward to Line 15C of Detailed Summary Schedule Page 2, F.C.C. Form 3) | \$ | 590.00 |

Amount from Mass
Collections this Period

5590.00

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
BUREAU OF GENERAL COUNSEL

A 590.00

• \$590.00

CC 1022
MOR 244

P.O. Box 117
Murphy, North Carolina
October 29, 1976

18 All: 25
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

Attn: Office of General Council

763713

Gentlemen:

Under the provisions of Title 2, U. S. Code, Chapter 14, Paragraph 437-G, the following information and request for investigation is respectfully submitted:

Reference is made to the report covering period from July 1, 1976 through August 2, 1976, Briggs For Congress Committee, Box B, Mars Hill, North Carolina, identification number 060402. This report covered activity in the Republican Primary for Congress in the North Carolina 11th Congressional District, 1976. May I call your attention specifically to page 1 and 2 of Schedule A, Itemized Receipts, Contributions, Ticket Purchases, Loans, Rebates, and Transfers for line numbers 15, 16, 17 and/or 18 of FEC Form 3.

Within these pages appear contributions as follows - each in the amount of \$975. and each dated July 16, 1976:

1. Mary Springfield, Box 614, Mars Hill, N. C., Secretary, Briggs for Congress
2. Albert Ralph Ferguson, Box L, Mars Hill, N. C., Football Coach, Mars Hill College
3. William F. Mitchell, Box 520, Mars Hill, N. C., Football Coach, Mars Hill College
4. John A. Bucy, Box 489, Mars Hill, N. C., District Manager, Epicure Management Services, Inc.
5. Kenneth Mark Wallin, 123 N. Main St., Mars Hill, N. C., Student
6. Carl Eller, Box 404, Mars Hill, N. C., Owner, Eller Oil Co.
7. L. Roger Swann, Route 1, Mars Hill, N. C., Employee, Eller Oil Co.
8. Jeff P. Hunt, P. O. Box 7053, Asheville, N. C., Attorney, Long, McClure & Dodd
9. Robert G. McClure, Jr., P. O. Box 7053, Asheville, N. C., Attorney, Long, McClure & Dodd
10. Carolyn Buchanan, 102 Furman Ave., #42, Asheville, N. C. Secretary, Briggs For Congress

It is believed that part, if not all, of the above contributors signed notes in the stated amount of \$975. each, with Western Carolina Bank, Asheville, or one of its Branches. This has been stated by two of the above contributors. It has also been indicated that they were not obligated to repay the notes.

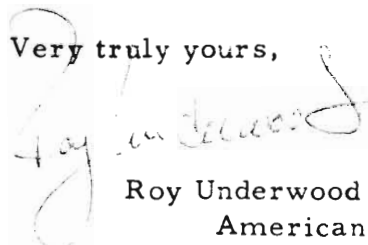
77040015661

It should be noted that Mr. John B. Veach, 390 Vanderbilt Road, Biltmore Forest, Asheville, N. C. was at that time Finance Chairman for the Briggs Campaign. Mr Veach is also Chairman of the Board of the Western Carolina Bank. It should also be noted that loans under \$1,000. do not come under the close scrutiny of the Bank Examiners, hence what would seem to be a logical explanation of the \$975. figure rather than the \$1,000. legally allowable amount under the Federal Election Campaign Laws.

It seems evident that the above-described situation constitutes a violation of Title 2, U. S. Code 441F, and a possible violation of Title 2, U. S. Code 441A and 441B. It seems obvious to me that most students and secretaries do not possess sufficient financial resources to enable them to independently contribute any such sizeable amounts to any political campaign. This certainly raises a question and warrants an investigation as to whether or not illegal campaign contributions have been made to the Briggs Campaign by Western Carolina Bank, or whether individuals would be making contributions in excess of the legal limits by making them appear to be made by another person.

I respectfully request your immediate attention and investigation of this situation.

Very truly yours,


Roy Underwood
American Party Candidate
U. S. Congress
11th Congressional District, N. C.

P.O. Box 117
Murphy, N. C.



Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

LONG, McCLURE AND DODD
ATTORNEYS AT LAW
410 GENNETT BUILDING
ASHEVILLE, NORTH CAROLINA 28801
(704) 258-2298

CC # 857
MUR 244
RECEIVED
FEDERAL ELECTION
COMMISSION

'76 OCT 27 PM 4:13

ROBERT B. LONG, JR.
ROBERT G. McCLURE, JR.
GARY A. DODD
JEFF R. HUNT

MAILING ADDRESS:
P. O. BOX 7053
ASHEVILLE, N. C. 28807

October 25, 1976

The Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

763225

Attention: Ms. Carol Darr

Re: MUR 244 (76)

Dear Ms. Darr:

I am enclosing herewith all of the information with regard to the amended report showing the loan of \$975.00 by ten (10) individuals to the Briggs For Congress Committee. These materials consist of:

1. The amended return which shows the loans on Schedule C and also retains the entry of such sums under contributions as it is our understanding that the two entries are necessary. If they are not, please delete the \$975.00 entries from contributions and simply file as Schedule C.
2. Affidavits of the ten (10) individuals who made the loans to the Briggs For Congress Committee and attached bank notes and checks of the bank that were used to make the loans to the Briggs For Congress Committee.
3. Affidavit of William P. Powell, Treasurer of the Briggs For Congress Committee with regard to the reason for Schedule C not being filed, i. e., his being out of the country and leaving no instructions for the secretary on how to fill out these forms.

In this cover letter I should, perhaps, tell you something of the reason for handling the transaction in the manner it was. As you will note from a review of our opponent's campaign reports to date, he shows loans in a sum of \$40,119.00 and has loans from several different sources.

The Federal Election Commission

Page 2 of 2

October 25, 1976

The Briggs For Congress Committee only has loans in the amount of \$9,750.00 from these ten (10) individuals. All of the persons who made the loans worked in the Briggs For Congress Campaign or were close, personal friends of the candidate. No bank was willing to extend a loan to the campaign committee and for that reason the ten (10) individuals agreed to seek funds to loan to the campaign themselves with the understanding that they would be responsible for repaying the money in the event that the campaign committee was unable to do so.

I might add, that the candidate, Mr. Briggs, has stated that he will see these sums repaid even if he has to repay them himself over a period of time. In any event, the sums were all for less than the contribution limit and were all bona fide transactions with the bank. A friend of the candidate and a friend of mine, Mr. Dan Eller, joined me in endorsing these notes in order to secure the bank on all loans. Neither Mr. Eller nor myself have been called upon to pay any sum in connection with these loans to date, and hopefully, we will not ever be called upon to do so.

It is my understanding that the sum of \$500.00 has been repaid against these loans at the rate of \$50.00 each and that the campaign treasurer, Mr. Powell, is attempting to raise funds in order to pay back the remaining portions of these loans prior to the end of the campaign. Each of the individuals in question deposited the money in the Briggs For Congress account as a loan with the understanding that they would repay the bank if the campaign committee could not repay them.

If there is any further information that you need or desire in connection with this matter, please let me know.

Very truly,

LONG, McCLURE & DODD

Robert B. Long, Jr.

RBLjr:rb

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

COUNTY OF BUNCOMBE

CAROLYN M. BUCHANAN, being first duly sworn,
deposes and says:

That I am a citizen and resident of BUNCOMBE County, North Carolina and that I have been a friend and supporter of Bruce Briggs, candidate for Congress, for some period of time, and am actively engaged in working for his election to the United States Congress.

That during the month of July, 1976, it came to my attention that the Briggs for Congress Committee was short on campaign funds and was having difficulty in paying all bills then due and that it would be necessary to get some money for the campaign.

That no banking institution was willing to extend a loan; that no individuals were willing to extend loans in the sums necessary to pay for campaign expenses during this period of time, which was prior to the Republican Primary.

That I agreed to borrow the money and loan it to the campaign in the sum of Nine Hundred Seventy Five (\$975.00) Dollars, which sum was the most that I could be responsible for repaying in the event the campaign committee was unable to repay the loan to me. In order that I might obtain this loan, Robert B. Long, Jr. and Dan W. Eller endorsed my Note to the Western Carolina Bank. To this date, I have renewed my loan with Western Carolina Bank and the total sum that has been repaid to me by the campaign committee on the loan that I made to it is in the sum of Fifty (\$50.00) Dollars. It is my hope that the campaign committee will repay this sum in its entirety, but I do understand that I am legally responsible for repayment of this debt to the bank if the campaign committee cannot repay the loan to me.

Attached hereto is a copy of the check that was made to me by the bank and which I endorsed over to the campaign committee and also attached hereto is a copy of the note I executed to obtain the funds and a copy of the endorsements on the reverse side.

Further, this Deponent sayeth not.

Carolyn M. Buchanan

SWORN TO AND SUBSCRIBED BEFORE ME, this the 25 day of October, 1976.

Luella P. Bulcher
NOTARY PUBLIC

My commission expires:

1-17-76

7704/100:3663

TO: The Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Attention: Ms. Carol Darr

A F F I D A V I T

Re: MUR 244 (76)

WILLIAM P. POWELL, being by me first duly sworn,
deposes and says:

That he is the Treasurer of the Briggs For Congress Committee, whose address is Box B, Mars Hill, North Carolina 28754. Attached hereto is an amended report on FEC Form 3, dated August 5, 1976, and which was filed in connection with the appropriate primary report for the primary taking place on August 17, 1976. The amendment specifically concerns Schedule A concerning the following names as contributors and the amount of their contributions as listed and to add a new Schedule C listing loans from those individuals. All subsequent reports should be amended in like fashion so as to insert an amendment listing the sum of Nine Thousand Seven Hundred Fifty (\$9,750.00) Dollars as loans on all subsequent reports. It is my understanding from contact with the FEC Representative assigned to handle this matter that such is sufficient to authorize you to reflect these amendments on all such subsequent reports without further need of amending each individual report.

The reason for the necessity of such amendment is that the undersigned Affiant was not in the country at the time of the filing of this report, but rather was on a trip to Europe on August 5, 1976, and he had pre-signed the report schedule so as to allow it to be filed on time and had authorized the secretary to go ahead and make all entries thereon. Through inadvertence and mistake on the part of the undersigned, the secretary recording all information had not been instructed to list these as loans. The understanding of the Briggs For Congress Committee was that these individuals would be repaid these sums if sufficient campaign funds are raised and that the individuals would have to make good the notes if the funds were not available. Accompanying Affidavits will be submitted explaining the entire series of these loans.

The names and the amounts thereof to be added to Schedule C as loans read as follows:

- | | |
|--|---|
| 1. Mary Springfield
Box 614
Mars Hill, NC 28754 | A contribution on page
1 of 3 for \$975.00 |
| 2. Albert Ralph Ferguson
Box L
Mars Hill, NC 28754 | A contribution on page
1 of 3 for \$975.00 |
| 3. William F. Mitchell
Box 520
Mars Hill, NC 28754 | A contribution on page
1 of 3 for \$975.00 |
| 4. John A. Bucy
Box 489 | A contribution on page
1 of 3 for \$975.00 |

770400:1660

5. Kenneth Mark Wallin
123 North Main Street
Mars Hill, NC 28754

A Contribution on page
2 of 3 for \$975.00

6. Carl Eller
Box 404
Mars Hill, NC 28754

A contribution on page
2 of 3 for \$975.00

7. L. Roger Swann
Route 1
Mars Hill, NC 28754

A contribution on page
2 of 3 for \$975.00

8. Jeff P. Hunt
P.O. Box 7053
Asheville, NC 28807

A contribution on page
2 of 3 for \$975.00

9. Robert G. McClure, Jr.
P.O. Box 7053
Asheville, NC 28807

A contribution on page
2 of 3 for \$975.00

10. Carolyn Buchanan
102 Furman Avenue, No. 42
Asheville, NC 28801

A contribution on page
2 of 3 for \$975.00

Further, this Deponent sayeth not.

This the 22 day of OCTOBER, 1976.

William P. Powell
WILLIAM P. POWELL

SWORN TO AND SUBSCRIBED before me, the the 22 day of
OCTOBER, 1976.

Carl Eller
NOTARY PUBLIC

My Commission Expires:

July 4/9 80

A F F I D A V I T

OF Madison

KENNETH MARK WALLIN
and says:

Madison

That during the month of July, 1976, it came to my attention that the Briggs for Congress Committee was short on campaign funds and was having difficulty in paying all bills then due and that it would be necessary to get some money for the campaign.

That no banking institution was willing to extend a loan; that no individuals were willing to extend loans in the sums necessary to pay for campaign expenses during this period of time, which was prior to the Republican Primary.

That I agreed to borrow the money and loan it to the campaign in the sum of Nine Hundred Seventy Five (\$975.00) Dollars, which sum was the most that I could be responsible for repaying in the event the campaign committee was unable to repay the loan to me. In order that I might obtain this loan, Robert B. Long, Jr. and Dan W. Eller endorsed my Note to the Western Carolina Bank. To this date, I have renewed my loan with Western Carolina Bank and the total sum that has been repaid to me by the campaign committee on the loan that I made to it is in the sum of Fifty (\$50.00) Dollars. It is my hope that the campaign committee will repay this sum in its entirety, but I do understand that I am legally responsible for repayment of this debt to the bank if the campaign committee cannot repay the loan to me.

Attached hereto is a copy of the check that was made to me by the bank and which I endorsed over to the campaign committee and also attached hereto is a copy of the note I executed to obtain the funds and a copy of the endorsements on the reverse side.

Further, this Deponent sayeth not.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 25 day of October, 1976.

Ruth P. Belcher
NOTARY PUBLIC

My commission expires:

1-17-76

Ninety (90)

July 15

19 76 \$ 975.00+interest

DAYS AFTER DATE, FOR VALUE RECEIVED,

PROMISE TO PAY TO

Western Carolina
Bank & Trust Co.

OR ORDER, AT ITS OFFICE WHERE BORROWED

--Nine Hundred, Seventy Five and no/100--

DOLLARS

Interest rate before maturity, 9 % per annum payable in advance and computed on the basis of a year of 360 days for the actual number of days in the interest period; after maturity, at highest rate permitted by applicable law. All Parties to this note, including the makers, endorsers, sureties and guarantors, and whether bound by this or by separate instrument or agreement, hereby waive presentment for payment, demand, protest, notice of non-payment, or dishonor and of protest, and any and all other notices and demands whatsoever; and hereby consent that at any time, or from time to time, payment of any sum payable under this note may be extended without notice, whether for a definite or indefinite time. In the event any such party to this note defaults in the payment of any obligation due any creditor, then, at the option of the holder hereof, this note together with accrued interest and all other loan charges thereon shall become immediately due and payable. Any credit life insurance securing the payment of this note was effected solely at the option of the undersigned insured. In the event the indebtedness evidenced hereby is collected by or through an attorney, the holder shall be entitled to recover reasonable attorney's fees to the extent permitted by applicable law.

Given under the hand and seal of each party hereto.

123 N. Main Street

Address Mars Hill, N. C. 28754


(Seal)

Kenneth Mark Wallin

Due Oct. 13, 1976No. 775

(Seal)

0126105860

DISCLOSURES REQUIRED BY FEDERAL LAW:

INSURANCE DISCLOSURE

CREDIT LIFE INSURANCE is not required for credit, purchase of such through Creditor(s) being voluntary on Customers' part. No such Credit Insurance is provided unless the Customer to be insured under such Credit Insurance Policies signs the appropriate Statement below: The Premium (cost) for Credit Life Insurance, for the term of the credit, is stated above.

I DESIRE CREDIT LIFE INSURANCE

(Date)

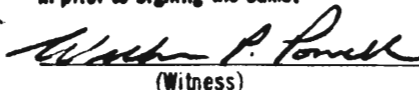
(Signature of Customer to be Insured)

BASIC TERMS OF LOAN AGREEMENT:

| | |
|---|------------------|
| 1. Loan Amount: | \$ <u>975.00</u> |
| 2. Other Charges: (Total) | \$ _____ |
| a. Premium Credit Life: | \$ _____ |
| b. Other: | \$ _____ |
| 3. Less: Prepaid Finance Charge: | \$ _____ |
| 4. Amount Financed (No. 1 + No. 2 - No. 3): | \$ <u>975.00</u> |
| 5. FINANCE CHARGE | \$ <u>21.94</u> |
| 6. Total of Payments (No. 4 + No. 5) | \$ <u>996.94</u> |
| 7. ANNUAL PERCENTAGE RATE | <u>9</u> % |

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURES:

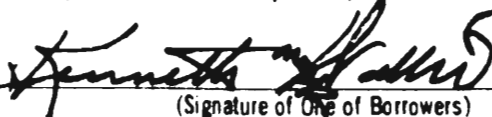
The undersigned hereby acknowledges receipt of the DISCLOSURES contained herein, and further acknowledges that, at the time of execution of this instrument, the undersigned received a copy of this note and that, at the time, the copy was complete and filled in and, further, that all blanks were filled in prior to signing the same.



(Witness)

7-14-76

(Date Disclosures Received)



(SEAL)

(Signature of One of Borrowers)

FEDERAL ELECTION COMMISSION
OFFICE OF THE CLERK
WASHINGTON, D.C. 20543

endorsed by:
Robert B. King
Dan E. Lee

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

7704101367

REMITTER



Western Carolina Bank and Trust Co.

ASHEVILLE, NORTH CAROLINA 28801

5883

less amount

NOT NEGOTIABLE

July 15

78

65-1145
831

PAYABLE TO

Edward Mark Wilson

975.00

Nine Hundred Seventy-Five No/100

MEMORANDUM

CASHIER'S CHECK

FOR

⑈053⑈1145⑈ ⑈0⑈00000035⑈0⑈

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
BUREAU OF GENERAL COUNSEL

770410160

Ninety (90)

July 15

76

\$ 975.00+interest

DAYS AFTER DATE, FOR VALUE RECEIVED,

PROMISE TO PAY TO

0126099560

Western Carolina
Bank & Trust Co.

OR ORDER, AT ITS OFFICE WHERE BORROWED

--Nine Hundred, Seventy Five and no/100--

DOLLARS

Interest rate before maturity, 9 % per annum payable in advance and computed on the basis of a year of 360 days for the actual number of days in the interest period; after maturity, at highest rate permitted by applicable law. All Parties to this note, including the makers, endorsers, sureties and guarantors, and whether bound by this or by separate instrument of agreement, hereby waive presentment for payment, demand, protest, notice of non-payment, or dishonor and of protest, and any and all other notices and demands whatsoever, and hereby consent that at any time, or from time to time, payment of any sum payable under this note may be extended without notice, whether for a definite or indefinite time. In the event any such party to this note defaults in the payment of any obligation due any creditor, then, at the option of the holder hereof, this note together with accrued interest and all other loan charges thereon shall become immediately due and payable. Any credit life insurance securing the payment of this note was effected solely at the option of the undersigned insured. In the event the indebtedness evidenced hereby is collected by or through an attorney, the holder shall be entitled to recover reasonable attorney's fees to the extent permitted by applicable law.

Given under the hand and seal of each party hereto.

Address 102 James Ave. # 42, Asheville 28801 Carolyn A. Buckner (Seal)Due Oct. 13, 1976 No. 766 (Seal)

DISCLOSURES REQUIRED BY FEDERAL LAW:

INSURANCE DISCLOSURE

CREDIT LIFE INSURANCE is not required for credit, purchase of such through Creditor(s) being voluntary on Customers' part. No such Credit Insurance is provided unless the Customer to be insured under such Credit Insurance Policies signs the appropriate Statement below: The Premium (cost) for Credit Life Insurance, for the term of the credit, is stated above.

I DESIRE CREDIT LIFE INSURANCE

(Date)

(Signature of Customer to be insured)

BASIC TERMS OF LOAN AGREEMENT:

- | | |
|---|----------------------|
| 1. Loan Amount: | \$ <u>975.00</u> |
| 2. Other Charges: (Total) | \$ <u> </u> |
| a. Premium Credit Life: | \$ <u> </u> |
| b. Other | \$ <u> </u> |
| 3. Less: Prepaid Finance Charge: | \$ <u> </u> |
| 4. Amount Financed (No. 1 + No. 2 - No. 3): | \$ <u>975.00</u> |
| 5. FINANCE CHARGE | \$ <u>21.94</u> |
| 6. Total of Payments (No. 4 + No. 5) | \$ <u>996.94</u> |
| 7. ANNUAL PERCENTAGE RATE | <u>9</u> % |

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURES:

The undersigned hereby acknowledges receipt of the DISCLOSURES contained herein, and further acknowledges that, at the time of execution of this instrument, the undersigned received a copy of this note and that, at the time, the copy was complete and filled in and, further, that all blanks were filled in prior to signing the same.

(Witness)

7-15-76
(Date Disclosures Received)Carolyn A. Buckner (SEAL)
(Signature of One of Borrowers)

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

Endorsed by:
Robert B Lang
Dw Eiler

7704001607



Photograph
 Description
 Location

ASHEVILLE NORTH CAROLINA 28801

5867

Loan guarantees

44 15

64-1145

PAYABLE TO



~~NOT~~ NEGOTIABLE ^{July 1964}

22

Nine Hundred Seventy-Six and No/100

MEMORANDUM

CASHIER'S CHECK

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FOR
Sen. J. Manning
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COUNTY OF BUNCOMBE

ROBERT G. McCLURE, JR., being first duly sworn,
deposes and says:

That I am a citizen and resident of Buncombe County,
North Carolina and that I have been a friend and supporter of Bruce Briggs,
candidate for Congress, for some period of time, and am actively engaged
in working for his election to the United States Congress.

That during the month of July, 1976, it came to my attention that the
Briggs For Congress Committee was short on campaign funds and was having
difficulty in paying all bills then due and that it would be necessary to get
some money for the campaign.

That no banking institution was willing to extend a loan; that no
individuals were willing to extend loans in the sums necessary to pay for
campaign expenses during this period of time, which was prior to the
Republican Primary.

That I agreed to borrow the money and loan it to the campaign in the
sum of Nine Hundred Seventy-Five (\$975.00) Dollars, which sum was the
most that I could be responsible for repaying in the event the campaign
committee was unable to repay the loan to me. In order that I might obtain
this loan, Robert B. Long, Jr. and Dan W. Eller endorsed my Note to the
Western Carolina Bank. To this date, I have renewed my loan with Western
Carolina Bank and the total sum that has been repaid to me by the campaign
committee on the loan that I made to it is in the sum of Fifty (\$50.00) Dollars.
It is my hope that the campaign committee will repay this sum in its entirety,
but I do understand that I am legally responsible for repayment of this debt
to the bank if the campaign committee cannot repay the loan to me.

Attached hereto is a copy of the check that was made to me by the
bank and which I endorsed over to the campaign committee and also attached
hereto is a copy of the Note I executed to obtain the funds and a copy of the
endorsements on the reverse side.

Further, this Deponent sayeth not.

Robert G. McClure, Jr.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 22nd day of
October, 1976.

Clifford L. Lee
NOTARY PUBLIC

My Commission Expires:

12-1-79

Ninety (90)

July 14

19 76

\$ 975.00 + interest

DAYS AFTER DATE, FOR VALUE RECEIVED,

I

PROMISE TO PAY TO



Western Carolina
Bank & Trust Co.

OR ORDER, AT ITS OFFICE WHERE BORROWED

--Nine Hundred and Seventy Five and no/100--

DOLLARS

Interest rate before maturity, 9 % per annum payable in advance and computed on the basis of a year of 360 days for the actual number of days in the interest period; after maturity, at highest rate permitted by applicable law. All Parties to this note, including the makers, endorsers, sureties and guarantors, and whether bound by this or by separate instrument or agreement, hereby waive presentment for payment, demand, protest, notice of non-payment, or dishonor and of protest, and any and all other notices and demands whatsoever, and hereby consent that at any time, or from time to time, payment of any sum payable under this note may be extended without notice, whether for a definite or indefinite time. In the event any such party to this note defaults in the payment of any obligation due any creditor, then, at the option of the holder hereof, this note together with accrued interest and all other loan charges thereon shall become immediately due and payable. Any credit life insurance securing the payment of this note was effected solely at the option of the undersigned insured. In the event the indebtedness evidenced hereby is collected by or through an attorney, the holder shall be entitled to recover reasonable attorney's fees to the extent permitted by applicable law.

Given under the hand and seal of each party hereto.

Address P. O. Box 7053, Asheville, N. C. 28807

x Robert G. McClure, Jr. (Seal)

Due Oct. 13, 1976

No. 768
0126101160

DISCLOSURES REQUIRED BY FEDERAL LAW:

INSURANCE DISCLOSURE

CREDIT LIFE INSURANCE is not required for credit, purchase of such through Creditor(s) being voluntary on Customers' part. No such Credit Insurance is provided unless the Customer to be insured under such Credit Insurance Policies signs the appropriate Statement below: The Premium (cost) for Credit Life Insurance, for the term of the credit, is stated above.

I DESIRE CREDIT LIFE INSURANCE

(Date)

(Signature of Customer to be Insured)

BASIC TERMS OF LOAN AGREEMENT:

1. Loan Amount: \$ 975.00
2. Other Charges: (Total) \$
 - a. Premium Credit Life: \$
 - b. Other: \$
3. Less: Prepaid Finance Charge: \$
4. Amount Financed (No. 1 + No. 2 - No. 3): \$ 975.00
5. FINANCE CHARGE \$ 21.94
6. Total of Payments (No. 4 + No. 5) \$ 996.94
7. ANNUAL PERCENTAGE RATE 9 %

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURES:

The undersigned hereby acknowledges receipt of the DISCLOSURES contained herein, and further acknowledges that, at the time of execution of this instrument, the undersigned received a copy of this note and that, at the time, the copy was complete and filled in and, further, that all blanks were filled in prior to signing the same.

Wicki S. Lee
(Witness)

7-14-76
(Date Disclosures Received)

Robert G. McClure, Jr. (SEAL)
(Signature of One of Borrowers)

Endorsed by:

Robert B. Lang

Wm. E. Hall

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

77141116031

REMITTER



Western Carolina Bank and Trust Co.

ASHEVILLE, NORTH CAROLINA 28801

5873

Loan proceeds

PAYABLE TO

Robert G. Williams, Jr.

NOT NEGOTIABLE

Five Hundred Twenty-Five and No/100

MEMORANDUM

CASHIER'S CHECK

Dr. J. Thomas

CO511-1-1-51 10100000039501

FEDERAL BUREAU OF INVESTIGATION
OFFICIAL FILE COPY
UNITED STATES DEPARTMENT OF JUSTICE

7714101103

STATE OF NORTH CAROLINA

A F F I D A V I T

COUNTY OF BUNCOMBE

JEFF P. HUNT, being first duly sworn,
deposes and says:

That I am a citizen and resident of Transylvania County, North Carolina and that I have been a friend and supporter of Bruce Briggs, candidate for Congress, for some period of time, and am actively engaged in working for his election to the United States Congress.

That during the month of July, 1976, it came to my attention that the Briggs For Congress Committee was short on campaign funds and was having difficulty in paying all bills then due and that it would be necessary to get some money for the campaign.

That no banking institution was willing to extend a loan; that no individuals were willing to extend loans in the sums necessary to pay for campaign expenses during this period of time, which was prior to the Republican Primary.

That I agreed to borrow the money and loan it to the campaign in the sum of Nine Hundred Seventy-Five (\$975.00) Dollars, which sum was the most that I could be responsible for repaying in the event the campaign committee was unable to repay the loan to me. In order that I might obtain this loan, Robert B. Long, Jr. and Dan W. Eller endorsed my Note to the Western Carolina Bank. To this date, I have renewed my loan with Western Carolina Bank and the total sum that has been repaid to me by the campaign committee on the loan that I made to it is in the sum of Fifty (\$50.00) Dollars. It is my hope that the campaign committee will repay this sum in its entirety, but I do understand that I am legally responsible for repayment of this debt to the bank if the campaign committee cannot repay the loan to me.

Attached hereto is a copy of the check that was made to me by the bank and which I endorsed over to the campaign committee and also attached hereto is a copy of the Note I executed to obtain the funds and a copy of the endorsements on the reverse side.

Further, this Deponent sayeth not.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 29th day of

October, 1976.

Wick S. Lee
NOTARY PUBLIC

My Commission Expires:

12-1-79

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

Ninety (90)

July 14

19 76

\$ 975.00 + interest

DAYS AFTER DATE, FOR VALUE RECEIVED,

I

PROMISE TO PAY TO

Western Carolina
Bank & Trust Co.

OR ORDER, AT ITS OFFICE WHERE BORROWED

--Nine Hundred and Seventy Five and no/100--

DOLLARS

Interest rate before maturity, 9 % per annum payable in advance and computed on the basis of a year of 360 days for the actual number of days in the interest period; after maturity, at highest rate permitted by applicable law. All Parties to this note, including the makers, endorsers, sureties and guarantors, and whether bound by this or by separate instrument or agreement, hereby waive presentment, for payment, demand, protest, notice of non-payment, or dishonor and of protest, and any and all other notices and demands whatsoever, and hereby consent that at any time, or from time to time, payment of any sum payable under this note may be extended without notice, whether for a definite or indefinite time. In the event any such party to this note defaults in the payment of any obligation due any creditor, then, at the option of the holder hereof, this note together with accrued interest and all other loan charges thereon shall become immediately due and payable. Any credit life insurance securing the payment of this note was effected solely at the option of the undersigned insured. In the event the indebtedness evidenced hereby is collected by or through an attorney, the holder shall be entitled to recover reasonable attorney's fees to the extent permitted by applicable law.

Given under the hand and seal of each party hereto.

Address P. O. Box 7053, Asheville, N. C. 28807 x

(Seal)

Due October 13, 1976No. 769

0126102960

(Seal)

DISCLOSURES REQUIRED BY FEDERAL LAW:

INSURANCE DISCLOSURE

CREDIT LIFE INSURANCE is not required for credit, purchase of such through Creditor(s) being voluntary on Customers' part. No such Credit Insurance is provided unless the Customer to be insured under such Credit Insurance Policies signs the appropriate Statement below: The Premium (cost) for Credit Life Insurance, for the term of the credit, is stated above.

I DESIRE CREDIT LIFE INSURANCE

(Date)

(Signature of Customer to be Insured)

BASIC TERMS OF LOAN AGREEMENT:

- | | |
|---|------------------|
| 1. Loan Amount: | \$ <u>975.00</u> |
| 2. Other Charges: (Total) | \$ _____ |
| a. Premium Credit Life: | \$ _____ |
| b. Other: | \$ _____ |
| 3. Less: Prepaid Finance Charge: | \$ _____ |
| 4. Amount Financed (No. 1 + No. 2 - No. 3): | \$ <u>975.00</u> |
| 5. FINANCE CHARGE | \$ <u>21.94</u> |
| 6. Total of Payments (No. 4 + No. 5) | \$ <u>996.94</u> |
| 7. ANNUAL PERCENTAGE RATE | <u>9</u> % |

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURES:

The undersigned hereby acknowledges receipt of the DISCLOSURES contained herein, and further acknowledges that, at the time of execution of this instrument, the undersigned received a copy of this note and that, at the time, the copy was complete and filled in and, further, that all blanks were filled in prior to signing the same.

(Witness)

7-14-76
(Date Disclosures Received)

(Signature of One of Borrowers)

(SEAL)

Endorsed by:

Robert A. Blaney

David Eller

77040013631

RECEIVED

REMITTER



Western Carolina Bank and Trust Co.
ASHEVILLE, NORTH CAROLINA 28801

5868

Payable to order of

PAYABLE TO JOHN A. BARR

~~NOT~~ NEGOTIABLE

701.00

Nine Hundred Twenty Five Dollars and No/100

MEMORANDUM

CASHIER'S CHECK

FOR

Handwritten signature

⑆0531⑈115⑆ ⑆010000003501

77140110031

STATE OF NORTH CAROLINA

A F F I D A V I T

COUNTY OF

John A Bacy, being first duly sworn,
deposes and says:

That I am a citizen and resident of Madison County,
North Carolina and that I have been a friend and supporter of Bruce Briggs,
candidate for Congress, for some period of time, and am actively engaged
in working for his election to the United States Congress.

That during the month of July, 1976, it came to my attention that the
Briggs For Congress Committee was short on campaign funds and was having
difficulty in paying all bills then due and that it would be necessary to get
some money for the campaign.

That no banking institution was willing to extend a loan; that no
individuals were willing to extend loans in the sums necessary to pay for
campaign expenses during this period of time, which was prior to the
Republican Primary.

That I agreed to borrow the money and loan it to the campaign in the
sum of Nine Hundred Seventy-Five (\$975.00) Dollars, which sum was the
most that I could be responsible for repaying in the event the campaign
committee was unable to repay the loan to me. In order that I might obtain
this loan, Robert B. Long, Jr. and Dan W. Eller endorsed my Note to the
Western Carolina Bank. To this date, I have renewed my loan with Western
Carolina Bank and the total sum that has been repaid to me by the campaign
committee on the loan that I made to it is in the sum of Fifty (\$50.00) Dollars.
It is my hope that the campaign committee will repay this sum in its entirety,
but I do understand that I am legally responsible for repayment of this debt
to the bank if the campaign committee cannot repay the loan to me.

Attached hereto is a copy of the check that was made to me by the
bank and which I endorsed over to the campaign committee and also attached
hereto is a copy of the Note I executed to obtain the funds and a copy of the
endorsements on the reverse side.

Further, this Deponent sayeth not.

John A Bacy

SWORN TO AND SUBSCRIBED BEFORE ME, this the 23 day of
October, 1976.

Charles Eller
NOTARY PUBLIC

My Commission Expires:

July 1, 1980

Ninety (90)

July 15

19

76

\$ 975.00+interest

DAYS AFTER DATE, FOR VALUE RECEIVED,

I

PROMISE TO PAY TO



Western Carolina
Bank & Trust Co.

OR ORDER, AT ITS OFFICE WHERE BORROWED

--Nine Hundred, Seventy Five and no/100--

DOLLARS

Interest rate before maturity, 9 % per annum payable in advance and computed on the basis of a year of 360 days for the actual number of days in the interest period; after maturity, at highest rate permitted by applicable law. All Parties to this note, including the makers, endorsers, sureties and guarantors, and whether bound by this or by separate instrument or agreement, hereby waive presentment for payment, demand, protest, notice of non-payment, or dishonor and of protest, and any and all other notices and demands whatsoever, and hereby consent that at any time, or from time to time, payment of any sum payable under this note may be extended without notice, whether for a definite or indefinite time. In the event any such party to this note defaults in the payment of any obligation due any creditor, then, at the option of the holder hereof, this note together with accrued interest and all other loan charges thereon shall become immediately due and payable. Any credit life insurance securing the payment of this note was effected solely at the option of the undersigned insured. In the event the indebtedness evidenced hereby is collected by or through an attorney, the holder shall be entitled to recover reasonable attorney's fees to the extent permitted by applicable law.

Given under the hand and seal of each party hereto.

Box 489

Mars Hill, N. C. 28754

Address

x John Albert Bucy (Seal)
John Albert Bucy

Due October 13, 1976

No. 771

0126104560

DISCLOSURES REQUIRED BY FEDERAL LAW:

INSURANCE DISCLOSURE

CREDIT LIFE INSURANCE is not required for credit, purchase of such through Creditor(s) being voluntary on Customers' part. No such Credit insurance is provided unless the Customer to be insured under such Credit Insurance Policies signs the appropriate Statement below: The premium (cost) for Credit Life Insurance, for the term of the credit, is stated above.

I DESIRE CREDIT LIFE INSURANCE

(Date)

(Signature of Customer to be Insured)

BASIC TERMS OF LOAN AGREEMENT:

1. Loan Amount: \$ 975.00
2. Other Charges: (Total) \$
 - a. Premium Credit Life: \$
 - b. Other: \$
3. Less: Prepaid Finance Charge: \$
4. Amount Financed (No. 1 + No. 2 - No. 3): \$ 975.00
5. FINANCE CHARGE \$ 21.94
6. Total of Payments (No. 4 + No. 5) \$ 996.94
7. ANNUAL PERCENTAGE RATE 9 %

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURES:

The undersigned hereby acknowledges receipt of the DISCLOSURES contained herein, and further acknowledges that, at the time of execution of this instrument, the undersigned received a copy of this note and that, at the time, the copy was complete and filled in and, further, that all blanks were filled prior to signing the same.

(Witness)

(Date Disclosures Received)

(Signature of One of Borrowers)

(SEAL)

Endorsed by:
Robert Blum,
Duffin

7714101031



Western Carolina Bank and Trust Co.
ASHEVILLE, NORTH CAROLINA 28801

5880

REMITTER

Proceeds of Loan

PAYABLE TO

John Blank Day

NOT NEGOTIABLE

July 23

76

86-1145
531

975.00

Five Hundred Twenty Five and No/100

MEMORANDUM

CASHIER'S CHECK

FOR

0531-1145 010000003501

7704000000

COUNTY OF

I Roger Swan, being first duly sworn,
deposes and says:

That I am a citizen and resident of Madison County, North Carolina and that I have been a friend and supporter of Bruce Briggs, candidate for Congress, for some period of time, and am actively engaged in working for his election to the United States Congress.

That during the month of July, 1976, it came to my attention that the Briggs For Congress Committee was short on campaign funds and was having difficulty in paying all bills then due and that it would be necessary to get some money for the campaign.

That no banking institution was willing to extend a loan; that no individuals were willing to extend loans in the sums necessary to pay for campaign expenses during this period of time, which was prior to the Republican Primary.

That I agreed to borrow the money and loan it to the campaign in the sum of Nine Hundred Seventy-Five (\$975.00) Dollars, which sum was the most that I could be responsible for repaying in the event the campaign committee was unable to repay the loan to me. In order that I might obtain this loan, Robert B. Long, Jr. and Dan W. Eller endorsed my Note to the Western Carolina Bank. To this date, I have renewed my loan with Western Carolina Bank and the total sum that has been repaid to me by the campaign committee on the loan that I made to it is in the sum of Fifty (\$50.00) Dollars. It is my hope that the campaign committee will repay this sum in its entirety, but I do understand that I am legally responsible for repayment of this debt to the bank if the campaign committee cannot repay the loan to me.

Attached hereto is a copy of the check that was made to me by the bank and which I endorsed over to the campaign committee and also attached hereto is a copy of the Note I executed to obtain the funds and a copy of the endorsements on the reverse side.

Further, this Deponent sayeth not.

I Roger Swan

SWORN TO AND SUBSCRIBED BEFORE ME, this the 23 day of October, 1976.

Dan W. Eller

NOTARY PUBLIC

My Commission Expires:

July 4 1980

Ninety (90)

July 15

1976

\$ 975.00+interest

DAYS AFTER DATE, FOR VALUE RECEIVED

I

PROMISE TO PAY TO

Western Carolina
Bank & Trust Co.

OR ORDER, AT ITS OFFICE WHERE BORROWED

--Nine Hundred, Seventy Five and no/100---

DOLLARS

Interest rate before maturity, 9 % per annum payable in advance and computed on the basis of a year of 360 days for the actual number of days in the interest period; after maturity, at highest rate permitted by applicable law. All Parties to this note, including the makers, endorsers, sureties and guarantors, and whether bound by this or by separate instrument or agreement, hereby waive presentment for payment, demand, protest, notice of non-payment, or dishonor and of protest, and any and all other notices and demands whatsoever, and hereby consent that at any time, or from time to time, payment of any sum payable under this note may be extended without notice, whether for a definite or indefinite time. In the event any such party to this note defaults in the payment of any obligation due any creditor, then, at the option of the holder hereof, this note together with accrued interest and all other loan charges thereon shall become immediately due and payable. Any credit life insurance securing the payment of this note was effected solely at the option of the undersigned insured. In the event the indebtedness evidenced hereby is collected by or through an attorney, the holder shall be entitled to recover reasonable attorney's fees to the extent permitted by applicable law.

Given under the hand and seal of each party hereto.

Route 1

Address Mars Hill, N. C. 28754Due October 13, 1976No. 7730126106160x Larry Roger Swann (Seal)

DISCLOSURES REQUIRED BY FEDERAL LAW:

INSURANCE DISCLOSURE

CREDIT LIFE INSURANCE is not required for credit, purchase of such through Creditors being voluntary on Customers' part. No such Credit Insurance is provided unless the Customer to be insured under such Credit Insurance Policies signs the appropriate Statement below: The Premium (cost) for Credit Life Insurance, for the term of the credit, is stated above.

I DESIRE CREDIT LIFE INSURANCE

(Date)

(Signature of Customer to be Insured)

BASIC TERMS OF LOAN AGREEMENT:

| | |
|---|------------------|
| 1. Loan Amount: | \$ <u>975.00</u> |
| 2. Other Charges: (Total) | \$ _____ |
| a. Premium Credit Life: | \$ _____ |
| b. Other | \$ _____ |
| 3. Less: Prepaid Finance Charge: | \$ _____ |
| 4. Amount Financed (No. 1 + No. 2 - No. 3): | \$ <u>975.00</u> |
| 5. FINANCE CHARGE | \$ <u>21.94</u> |
| 6. Total of Payments (No. 4 + No. 5) | \$ <u>996.94</u> |
| 7. ANNUAL PERCENTAGE RATE | <u>9</u> % |

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURES:

The undersigned hereby acknowledges receipt of the DISCLOSURES contained herein, and further acknowledges that, at the time of execution of this instrument, the undersigned received a copy of this note and that, at the time, the copy was complete and filled in, and, further, that all blanks were filled in prior to signing the same.

(Witness)

(Date Disclosures Received)

(Signature of One of Borrowers)

(SEAL)

Endorsed by:
Robert B. Jorgensen
Dwight H. Allen

7714171600

REMITTER



Western Carolina Bank and Trust Co.
ASHEVILLE, NORTH CAROLINA 28901

Loan Proceeds

PAYABLE TO ~~Lenny [illegible]~~

NEGOTIABLE

Nine Hundred Twenty Five and No/100

CASHIER'S CHECK

FOR

[Signature]

100000003500

7704100000

STATE OF NORTH CAROLINA

A F F I D A V I T

COUNTY OF

William F. Mitchell, being first duly sworn,
deposes and says:

That I am a citizen and resident of MADISON County,
North Carolina and that I have been a friend and supporter of Bruce Briggs,
candidate for Congress, for some period of time, and am actively engaged
in working for his election to the United States Congress.

That during the month of July, 1976, it came to my attention that the
Briggs For Congress Committee was short on campaign funds and was having
difficulty in paying all bills then due and that it would be necessary to get
some money for the campaign.

That no banking institution was willing to extend a loan; that no
individuals were willing to extend loans in the sums necessary to pay for
campaign expenses during this period of time, which was prior to the
Republican Primary.

That I agreed to borrow the money and loan it to the campaign in the
sum of Nine Hundred Seventy-Five (\$975.00) Dollars, which sum was the
most that I could be responsible for repaying in the event the campaign
committee was unable to repay the loan to me. In order that I might obtain
this loan, Robert B. Long, Jr. and Dan W. Eller endorsed my Note to the
Western Carolina Bank. To this date, I have renewed my loan with Western
Carolina Bank and the total sum that has been repaid to me by the campaign
committee on the loan that I made to it is in the sum of Fifty (\$50.00) Dollars.
It is my hope that the campaign committee will repay this sum in its entirety,
but I do understand that I am legally responsible for repayment of this debt
to the bank if the campaign committee cannot repay the loan to me.

Attached hereto is a copy of the check that was made to me by the
bank and which I endorsed over to the campaign committee and also attached
hereto is a copy of the Note I executed to obtain the funds and a copy of the
endorsements on the reverse side.

Further, this Deponent sayeth not.

William F. Mitchell

SWORN TO AND SUBSCRIBED BEFORE ME, this the 23 day of
October, 1976.

Carl Eller
NOTARY PUBLIC

My Commission Expires:

July 1, 1980

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

Ninety (90)

July 15

1976

975.00+interest

DAYS AFTER DATE, FOR VALUE RECEIVED,

PROMISE TO PAY TO



Western Carolina
Bank & Trust Co.

OR ORDER, AT ITS OFFICE WHERE BORROWED

--Nine Hundred, Seventy Five and no/100----

DOLLARS

Interest rate before maturity, 9 % per annum payable in advance and computed on the basis of a year of 360 days for the actual number of days in the interest period; after maturity, at highest rate permitted by applicable law. All Parties to this note, including the maker, endorser, sureties and guarantors, and whether bound by this or by separate instrument or agreement, hereby waive presentment for payment, demand, protest, notice of non-payment, or dishonor and of protest, and any and all other notices and demands whatsoever, and hereby consent that at any time, or from time to time, payment of any sum payable under this note may be extended without notice, whether for a definite or indefinite time. In the event any such party to this note defaults in the payment of any obligation due any creditor, then, at the option of the holder hereof, this note together with accrued interest and all other loan charges thereon shall become immediately due and payable. Any credit life insurance securing the payment of this note was effected solely at the option of the undersigned insured. In the event the indebtedness evidenced hereby is collected by or through an attorney, the holder shall be entitled to recover reasonable attorney's fees to the extent permitted by applicable law.

Given under the hand and seal of each party hereto.

Box 520

Address Mars Hill, North Carolina 28754

x William Francis Mitchell (Seal)
William Francis Mitchell

Due Oct. 13, 1976

No 776

(Seal)

0126109660

DISCLOSURES REQUIRED BY FEDERAL LAW:

INSURANCE DISCLOSURE

CREDIT LIFE INSURANCE is not required for credit, purchase of such through Creditor(s) being voluntary on Customers' part. No such Credit Insurance is provided unless the Customer to be insured under such Credit Insurance Policies signs the appropriate Statement below: The Premium (cost) for Credit Life Insurance, for the term of the credit, is stated above.

I DESIRE CREDIT LIFE INSURANCE

(Date)

(Signature of Customer to be Insured)

BASIC TERMS OF LOAN AGREEMENT:

1. Loan Amount: \$ 975.00
2. Other Charges: (Total) \$
a. Premium Credit Life: \$
b. Other \$
3. Less: Prepaid Finance Charge: \$
4. Amount Financed (No. 1 + No. 2 - No. 3): \$ 975.00
5. FINANCE CHARGE \$ 21.94
6. Total of Payments (No. 4 + No. 5) \$ 996.94
7. ANNUAL PERCENTAGE RATE 9 %

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURES:

The undersigned hereby acknowledges receipt of the DISCLOSURES contained herein, and further acknowledges that, at the time of execution of this instrument, the undersigned received a copy of this note and that, at the time, the copy was complete and filled in and, further, that all blanks were filled in prior to signing the same.

(Witness)

(Date Disclosures Received)

(Signature of One of Borrowers)

(SEAL)

Endorsed by:
Robert B. [Signature]
[Signature]

FEDERAL ELECTION COMMISSION
OFFICIAL FILE
OFFICE OF GENERAL COUNSEL

7714118500

5881



Western Carolina Bank and Trust Co.
ASHEVILLE, NORTH CAROLINA 28801

REMITTER

Loan proceeds

PAYABLE TO

William Joseph Mitchell

~~NOT~~ NEGOTIABLE

July 15 78 22-1142
831

575.00

Nine Hundred Seventy-five and No/100

MEMORANDUM

CASHIER'S CHECK

FOR

⑆0531-1145⑆ ⑆0100000035⑆01

RECEIVED
JUL 16 1978
FEDERAL RESERVE BANK
OF NEW YORK

7704100000

COUNTY OF

Albert Ralph Ferguson, being first duly sworn,
deposes and says:

That I am a citizen and resident of Madison County,
North Carolina and that I have been a friend and supporter of Bruce Briggs,
candidate for Congress, for some period of time, and am actively engaged
in working for his election to the United States Congress.

That during the month of July, 1976, it came to my attention that the
Briggs For Congress Committee was short on campaign funds and was having
difficulty in paying all bills then due and that it would be necessary to get
some money for the campaign.

That no banking institution was willing to extend a loan; that no
individuals were willing to extend loans in the sums necessary to pay for
campaign expenses during this period of time, which was prior to the
Republican Primary.

That I agreed to borrow the money and loan it to the campaign in the
sum of Nine Hundred Seventy-Five (\$975.00) Dollars, which sum was the
most that I could be responsible for repaying in the event the campaign
committee was unable to repay the loan to me. In order that I might obtain
this loan, Robert B. Long, Jr. and Dan W. Eller endorsed my Note to the
Western Carolina Bank. To this date, I have renewed my loan with Western
Carolina Bank and the total sum that has been repaid to me by the campaign
committee on the loan that I made to it is in the sum of Fifty (\$50.00) Dollars.
It is my hope that the campaign committee will repay this sum in its entirety,
but I do understand that I am legally responsible for repayment of this debt
to the bank if the campaign committee cannot repay the loan to me.

Attached hereto is a copy of the check that was made to me by the
bank and which I endorsed over to the campaign committee and also attached
hereto is a copy of the Note I executed to obtain the funds and a copy of the
endorsements on the reverse side.

Further, this Deponent sayeth not.

Albert Ralph Ferguson

SWORN TO AND SUBSCRIBED BEFORE ME, this the 23 day of
October, 1976.

Dan W. Eller

NOTARY PUBLIC

My Commission Expires:

July 11/1980

Ninety (90)

July 15

1976

\$ 975.00+interest

DAYS AFTER DATE, FOR VALUE RECEIVED,

I

PROMISE TO PAY TO

Western Carolina
Bank & Trust Co.

OR ORDER, AT ITS OFFICE WHERE BORROWED

--Nine Hundred, Seventy Five and no/100--

DOLLARS

Interest rate before maturity, 9 % per annum payable in advance and computed on the basis of a year of 360 days for the actual number of days in the interest period; after maturity, at highest rate permitted by applicable law. All Parties to this note, including the makers, endorsers, sureties and guarantors, and whether bound by this or by separate instrument or agreement, hereby waive presentment for payment, demand, protest, notice of non-payment, or dishonor and of protest, and any and all other notices and demands whatsoever, and hereby consent that at any time, or from time to time, payment of any sum payable under this note may be extended without notice, whether for a definite or indefinite time. In the event any such party to this note defaults in the payment of any obligation due any creditor, then, at the option of the holder hereof, this note together with accrued interest and all other loan charges thereon shall become immediately due and payable. Credit life insurance securing the payment of this note was effected solely at the option of the undersigned insured. In the event the indebtedness evidenced hereby is collected by or through an attorney, the holder shall be entitled to recover reasonable attorney's fees to the extent permitted by applicable law.

Given under the hand and seal of each party hereto.

Box L

Address Mara Hill, N. C. 28754

Albert Ralph Ferguson (Seal)
Albert Ralph Ferguson

Due October 13, 1976No. 772

0126185360

DISCLOSURES REQUIRED BY FEDERAL LAW:

INSURANCE DISCLOSURE

CREDIT LIFE INSURANCE is not required for credit, purchase of such through Creditor(s) being voluntary on Customers' part. No such Credit Insurance is provided unless the Customer to be insured under such Credit Insurance Policies signs the appropriate Statement below: The Premium (cost) for Credit Life Insurance, for the term of the credit, is stated above.

I DESIRE CREDIT LIFE INSURANCE

BASIC TERMS OF LOAN AGREEMENT:

- | | |
|---|----------------------|
| 1. Loan Amount: | \$ <u>975.00</u> |
| 2. Other Charges: (Total) | \$ <u> </u> |
| a. Premium Credit Life: | \$ <u> </u> |
| b. Other | \$ <u> </u> |
| 3. Less: Prepaid Finance Charge: | \$ <u> </u> |
| 4. Amount Financed (No. 1 + No. 2 - No. 3): | \$ <u>975.00</u> |
| 5. FINANCE CHARGE | \$ <u>21.94</u> |
| 6. Total of Payments (No. 4 + No. 5) | \$ <u>996.94</u> |
| 7. ANNUAL PERCENTAGE RATE | <u>9</u> % |

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURES:

The undersigned hereby acknowledges receipt of the DISCLOSURES contained herein, and further acknowledges that, at the time of execution of this instrument, the undersigned received a copy of this note and that, at the time, the copy was complete and filled in and, further, that all blanks were filled in prior to signing the same.

(Witness)

(Date Disclosures Received)

(Signature of One of Borrowers)

(SEAL)

Endorsed by
Robert B. [unclear]
D. W. [unclear]

FEDERAL ELECTION COMMISSION
OFFICIAL RECORD
OFFICE OF GENERAL COUNSEL

100-111111-1111



5884

ASHEVILLE, NORTH CAROLINA 28801

Proceeds of Sale

PAYABLE TO

Albert Boldt **Rechtsanwalt**

NOT NEGOTIABLE July 19

July 1981

24-1145
US1

Nine Hundred Seventy Five and No/100

MEMORANDUM

CASHIER'S CHECK

for

105349 14651 00 10000003500

STATE OF NORTH CAROLINA

A F F I D A V I T

COUNTY OF

Mary Springfield, being first duly sworn,
deposes and says:

That I am a citizen and resident of Madison County,
North Carolina and that I have been a friend and supporter of Bruce Briggs,
candidate for Congress, for some period of time, and am actively engaged
in working for his election to the United States Congress.

That during the month of July, 1976, it came to my attention that the
Briggs For Congress Committee was short on campaign funds and was having
difficulty in paying all bills then due and that it would be necessary to get
some money for the campaign.

That no banking institution was willing to extend a loan; that no
individuals were willing to extend loans in the sums necessary to pay for
campaign expenses during this period of time, which was prior to the
Republican Primary.

That I agreed to borrow the money and loan it to the campaign in the
sum of Nine Hundred Seventy-Five (\$975.00) Dollars, which sum was the
most that I could be responsible for repaying in the event the campaign
committee was unable to repay the loan to me. In order that I might obtain
this loan, Robert E. Long, Jr. and Dan W. Eller endorsed my Note to the
Western Carolina Bank. To this date, I have renewed my loan with Western
Carolina Bank and the total sum that has been repaid to me by the campaign
committee on the loan that I made to it is in the sum of Fifty (\$50.00) Dollars.
It is my hope that the campaign committee will repay this sum in its entirety,
but I do understand that I am legally responsible for repayment of this debt
to the bank if the campaign committee cannot repay the loan to me.

Attached hereto is a copy of the check that was made to me by the
bank and which I endorsed over to the campaign committee and also attached
hereto is a copy of the Note I executed to obtain the funds and a copy of the
endorsements on the reverse side.

Further, this Deponent sayeth not.

Mary Springfield

SWORN TO AND SUBSCRIBED BEFORE ME, this the 23 day of
October, 1976.

Carl Eller
NOTARY PUBLIC

My Commission Expires:
July 4 1980

ninety (90)

July 15

19 76 \$ 975.00+interest

DAYS AFTER DATE, FOR VALUE RECEIVED,

I

PROMISE TO PAY TO



Western Carolina
Bank & Trust Co.

OR ORDER, AT ITS OFFICE WHERE BORROWED

--Nine Hundred, Seventy Five and no/100--

DOLLARS

Interest rate before maturity, 9 % per annum payable in advance and computed on the basis of a year of 360 days for the actual number of days in the interest period; after maturity, at highest rate permitted by applicable law. All Parties to this note, including the makers, endorsers, sureties and guarantors, and whether bound by this or by separate instrument or agreement, hereby waive presentment for payment, demand, protest, notice of non-payment, or dishonor and of protest, and any and all other notices and demands whatsoever, and hereby consent that at any time, or from time to time, payment of any sum payable under this note may be extended without notice, whether for a definite or indefinite time. In the event any such party to this note defaults in the payment of any obligation due any creditor, then, at the option of the holder hereof, this note together with accrued interest and all other loan charges thereon shall become immediately due and payable. Any credit life insurance securing the payment of this note was effected solely at the option of the undersigned insured. In the event the indebtedness evidenced hereby is collected by or through an attorney, the holder shall be entitled to recover reasonable attorney's fees to the extent permitted by applicable law.

Given under the hand and seal of each party hereto.

Address 122 North Main Street
Mars Hill, N. C. 28754

Mary Elizabeth Springfield (Seal)
Mary Elizabeth Springfield

Due Oct. 13, 1976

No. 774

(Seal)

0126107060

DISCLOSURES REQUIRED BY FEDERAL LAW:

INSURANCE DISCLOSURE

CREDIT LIFE INSURANCE is not required for credit, purchase of such through Creditor(s) being voluntary on Customers' part. No such Credit Insurance is provided unless the Customer to be insured under such Credit Insurance Policies signs the appropriate Statement below: The Premium (cost) for Credit Life Insurance, for the term of the credit, is stated above.

I DESIRE CREDIT LIFE INSURANCE

(Date)

(Signature of Customer to be Insured)

BASIC TERMS OF LOAN AGREEMENT:

1. Loan Amount: \$ 975.00
2. Other Charges: (Total) \$
 - a. Premium Credit Life: \$
 - b. Other: \$
3. Less: Prepaid Finance Charge: \$
4. Amount Financed (No. 1 + No. 2 - No. 3): \$ 975.00
5. FINANCE CHARGE \$ 21.94
6. Total of Payments (No. 4 + No. 5) \$ 996.94
7. ANNUAL PERCENTAGE RATE 9 %

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURES:

The undersigned hereby acknowledges receipt of the DISCLOSURES contained herein, and further acknowledges that, at the time of execution of this instrument, the undersigned received a copy of this note and that, at the time, the copy was complete and filled in and, further, that all blanks were filled in prior to signing the same.

(Witness)

(Date Disclosures Received)

(Signature of One of Borrowers)

1. **NAME** _____
 2. **ADDRESS** _____
 3. **CITY** _____
 4. **STATE** _____
 5. **ZIP** _____
 6. **PHONE** _____
 7. **FAX** _____
 8. **E-MAIL** _____
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Western Carolina Bank and Trust Co.

ASHEVILLE NORTH CAROLINA 28801

58 歲

99-1145
LBI

1. 2

PAYABLE TO

~~NOT~~ NEGOTIABLE

Nine Hundred Twenty-five and No/200

MEMORANDUM

CASHIER'S CHECK

FOR

1896

[illegible]

FEDERAL ELECTION COMMISSION
OFFICE

OFFICE

24

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF

Carl Eller, being first duly sworn,
deposes and says:

That I am a citizen and resident of Madison County,
North Carolina and that I have been a friend and supporter of Bruce Briggs,
candidate for Congress, for some period of time, and am actively engaged
in working for his election to the United States Congress.

That during the month of July, 1976, it came to my attention that the
Briggs For Congress Committee was short on campaign funds and was having
difficulty in paying all bills then due and that it would be necessary to get
some money for the campaign.

That no banking institution was willing to extend a loan; that no
individuals were willing to extend loans in the sums necessary to pay for
campaign expenses during this period of time, which was prior to the
Republican Primary.

That I agreed to borrow the money and loan it to the campaign in the
sum of Nine Hundred Twenty-Five (\$975.00) Dollars, which sum was the
most that I could be responsible for repaying in the event the campaign
committee was unable to repay the loan to me. In order that I might obtain
this loan, Robert B. Long, Jr. and Dan W. Eller endorsed my Note to the
Western Carolina Bank. To this date, I have renewed my loan with Western
Carolina Bank and the total sum that has been repaid to me by the campaign
committee on the loan that I made to it is in the sum of Fifty (\$50.00) Dollars.
It is my hope that the campaign committee will repay this sum in its entirety,
but I do understand that I am legally responsible for repayment of this debt
to the bank if the campaign committee cannot repay the loan to me.

Attached hereto is a copy of the check that was made to me by the
bank and which I endorsed over to the campaign committee and also attached
hereto is a copy of the Note I executed to obtain the funds and a copy of the
endorsements on the reverse side.

Further, this Deponent sayeth not.

Carl Eller

SWORN TO AND SUBSCRIBED BEFORE ME, this the 23rd day of
Oct., 1976.

Mary J. Edwards
NOTARY PUBLIC

My Commission Expires:

Nov. 19, 1981

Ninety (90)

July 15

1976

\$ 975.00+interest

DAYS AFTER DATE, FOR VALUE RECEIVED,

PROMISE TO PAY TO

Western Carolina
Bank & Trust Co.

OR ORDER, AT ITS OFFICE WHERE BORROWED

--Nine Hundred and Seventy Five and no/100

DOLLARS

Interest rate before maturity, 9 % per annum payable in advance and computed on the basis of a year of 360 days for the actual number of days in the interest period; after maturity, at highest rate permitted by applicable law. All Parties to this note, including the makers, endorsers, sureties and guarantors, and whether bound by this or by separate instrument or agreement, hereby waive presentment for payment, demand, protest, notice of non-payment, or dishonor and of protest, and any and all other notices and demands whatsoever, and hereby consent that at any time, or from time to time, payment of any sum payable under this note may be extended without notice, whether for a definite or indefinite time. In the event any such party to this note defaults in the payment of any obligation due any creditor, then, at the option of the holder hereof, this note together with accrued interest and all other loan charges thereon shall become immediately due and payable. Any credit life insurance securing the payment of this note was effected solely at the option of the undersigned insured. In the event the indebtedness evidenced hereby is collected by or through an attorney, the holder shall be entitled to recover reasonable attorney's fees to the extent permitted by applicable law.

Given under the hand and seal of each party hereto.

Box 404

Address Mars Hill, N. C. 28754Due October 13, 1976No. 7700126103760

x

Carl Eller

(Seal)

(Seal)

DISCLOSURES REQUIRED BY FEDERAL LAW:

INSURANCE DISCLOSURE

CREDIT LIFE INSURANCE is not required for credit, purchase of such through Creditor(s) being voluntary on Customers' part. No such Credit Insurance is provided unless the Customer to be insured under such Credit Insurance Policies signs the appropriate Statement below: The Premium (cost) for Credit Life Insurance, for the term of the credit, is stated above.

I DESIRE CREDIT LIFE INSURANCE

BASIC TERMS OF LOAN AGREEMENT:

- | | |
|---|------------------|
| 1. Loan Amount: | \$ <u>975.00</u> |
| 2. Other Charges: (Total) | \$ _____ |
| a. Premium Credit Life: | \$ _____ |
| b. Other: | \$ _____ |
| 3. Less: Prepaid Finance Charge: | \$ _____ |
| 4. Amount Financed (No. 1 + No. 2 - No. 3): | \$ <u>975.00</u> |
| 5. FINANCE CHARGE | \$ <u>21.94</u> |
| 6. Total of Payments (No. 4 + No. 5) | \$ <u>996.94</u> |
| 7. ANNUAL PERCENTAGE RATE | <u>9</u> % |

(Date)

(Signature of Customer to be insured)

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURES:

The undersigned hereby acknowledges receipt of the DISCLOSURES contained herein, and further acknowledges that, at the time of execution of this instrument, the undersigned received a copy of this note and that, at the time, the copy was complete and filled in and, further, that all blanks were filled in prior to signing the same.

William P. Powell
(Witness)

7-14-76
(Date Disclosures Received)

Carl Eller (SEAL)
(Signature of One of Borrowers)

Endorsed by:
John J. Bling
D. W. E. Allen

REMITTER



Western Carolina Bank and Trust Co.

ASHEVILLE NORTH CAROLINA 28801

5869

Proceeds of Loan

PAYABLE TO Cash

~~NOT~~ NEGOTIABLE

July 12

75

28-1142

Nine Hundred Seventy Five and No/100

MEMORANDUM

CASHIER'S CHECK

FOR

60531-11151 #0100000035#01

77140010700

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF ELECTIONS

January 1976

Federal Election Commission

1325 K Street, N.W.

Washington, D.C. 20463

Report of Receipts and Expenditures for a Candidate or Committee Supporting any Candidate(s) for Nomination or Election to Federal Office

RECEIVED
FEDERAL ELECTION
COMMISSION
**AMENDED
REPORT**

Note: Committees authorized by a candidate to receive contributions and make expenditures in connection with more than one election must maintain separate records with respect to each election.

| | | |
|---|--|---|
| 1(a) Name of Candidate or Committee (in full)
BRIGGS FOR CONGRESS COMMITTEE | | 2 Identification Number
060402 |
| (b) Address (number and street)
Box B | | 3(a) Is this a report of receipts and expenditures for only one election? ☒ Yes ☐ No |
| (c) City, State and ZIP code
Mars Hill, NC 28754 | | (b) If "Yes," for which election?
Primary on 8/17/76
(General, Primary, Runoff) (Date) |
| 4 Type of Report (Check appropriate box and complete, if applicable) | | |
| (a) ☒ Amendment (c) ☐ July 10 report | | |
| (b) ☐ April 10 Report (d) ☐ October 10 report | | |
| (e) ☐ January 31 Report | | |
| (f) ☐ Alternative Monthly Report | | |
| (g) ☐ Termination | | |
| (h) ☒ Tenth day report preceding Primary election on 8/17/76 in the state of North Carolina
(primary, general or convention) (date) | | |
| (i) ☐ Thirtieth day report following _____ election on _____ in the state of _____
(primary, general or convention) (date) | | |

Committee Summary of Receipts and Expenditures

| 5 Covering Period: From 7/1/76 Through 8/2/76 | | |
|---|-------------------------|-----------------------------------|
| Section A - Cash Balance Summary | Column A
This Period | Column B
Calendar Year-To-Date |
| 6 Cash on hand January 1, 1976 | | \$ 00.00 |
| 7 Cash on hand at beginning of reporting period | \$ 941.48 | |
| 8 Add total receipts (from line 19) | \$ 13,285.00 | \$ 22,011.50 |
| (a) Subtotal | \$ 14,226.48 | \$ 22,952.98 |
| 9 Subtract total expenditures (From line 24) | \$ 10,046.68 | \$ 17,831.70 |
| 10 Cash on hand at close of reporting period | \$ 4,179.80 | \$ 5,121.28 |
| 11 Contributed items on hand to be liquidated (attach itemized list) | \$ | |
| Section B - Presidential Campaign Expenditures Subject to Limitation - Summary
(Applies Only To Presidential Candidates Receiving Federal Funds) | | |
| 12 Operating expenditures (from line 20) | \$ | \$ |
| 13 Less Refunds and Rebates (from line 17) | \$ | \$ |
| 14 (a) Expenditures subject to limitation | \$ | \$ |
| (b) Expenditures from prior years subject to limitation | | \$ |
| (c) Total expenditures subject to limitation | | \$ |

I certify that I have examined this Report, and to the best of my knowledge and belief it is true, correct and complete.

Walter P. Briggs

(Signature of Treasurer or Candidate)

October 22, 1976

(Date)

Note: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. § 441 (text on reverse side of form).

For further
information
Contact:

Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

AMENDED REPORT

Detailed Summary Schedule of Receipts and Expenditures
(Page 2)

| Name of Candidate or Committee
BRIGGS FOR CONGRESS COMMITTEE | | Report Covering the period
From: 7/1/76 To: 8/2/76 | |
|---|--------------|---|-----------------------------------|
| | | Column A
This Period | Column B
Calendar year-to-date |
| Part I - Receipts | | | |
| 15 Contributions and other Income: | | | |
| (a) Itemized (use Schedule A) | \$ 1,125.00 | | |
| (b) Unitemized | \$ 2,410.00 | | |
| (c) Sales and Collections Included Above:
List by event on memo Schedule D (\$ 590.00) | | | |
| (d) Subtotal of contributions and other income | \$ 3,535.00 | \$ 12,261.50 | |
| 16 Loans and Loan Repayments Received: | | | |
| (a) Itemized (use Schedule A) | \$ 9,750.00 | | |
| (b) Unitemized | \$ | | |
| (c) Subtotal of loans and loan repayments received | \$ 9,750.00 | \$ 9,750.00 | |
| 17 Refunds, Rebates, etc.: | | | |
| (a) Itemized (use Schedule A) | \$ | | |
| (b) Unitemized | \$ | | |
| (c) Subtotal of refunds, rebates, etc. | \$ | \$ | |
| 18 Transfers In: | | | |
| (a) From Affiliated Committee (Itemize all on Schedule A) | \$ | | |
| (b) From other Committees (Itemize all on Schedule A) | \$ | | |
| (c) Subtotal of transfers in | \$ | \$ | |
| 19 Total Receipts | \$ 13,285.00 | \$ 22,011.50 | |
| Part II - Expenditures | | | |
| 20 Operating Expenditures: | | | |
| (a) Itemized (use Schedule B) | \$ 9,346.48 | | |
| (b) Unitemized | \$ 700.20 | | |
| (c) Subtotal of operating expenditures | \$ 10,046.68 | \$ 17,831.70 | |
| 21 Loans, Loan Repayments, and Contribution Refunds: | | | |
| (a) Itemized (use Schedule B) | \$ | | |
| (b) Unitemized | \$ | | |
| (c) Subtotal of loans and loan repayments made and contribution refunds | \$ | \$ | |
| 22 Fundraising Expenditures: (Apply to 20% Exemption—Presidential Campaigns Receiving Federal Funds) | | | |
| (a) Itemized (use Schedule B) | \$ | | |
| (b) Unitemized | \$ | | |
| (c) Subtotal of fundraising expenditures | \$ | \$ | |
| 23 Transfers Out: | | | |
| (a) To Affiliated Committee (Itemize all on Schedule B) | \$ | | |
| (b) To Other Committees (Itemize all on Schedule B) | \$ | | |
| (c) Subtotal of transfers out | \$ | \$ | |
| 24 Total Expenditures | \$ 10,046.68 | \$ 17,831.70 | |
| Part III - Debts and Obligations | | | |
| 25 Debts and obligations owed to the Committee (Itemize all on Schedule C) | | \$ | |
| 26 Debts and obligations owed by the Committee (Itemize all on Schedule C) | | \$ 9,750.00 | |
| Part IV - Receipts and Expenditures, Net of Transfers to and from Affiliated Committees | | | |
| 27 Total Receipts (from line 19) | | \$ | |
| 28 Less Transfers In (from line 18(a)) | | \$ | |
| 29 Net Receipts | | \$ | |
| 30 Total Expenditures (from line 24) | | \$ | |
| 31 Less Transfers out (from line 23(a)) | | \$ | |
| 32 Net Expenditures | | \$ | |

Schedule AJanuary 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463**AMENDED REPORT
Itemized Receipts,
Contributions, Ticket Purchases, Loans,
Rebates, and Transfers for Line
Numbers 15, 16, 17 and/or 18 of FEC Form 3**
(see instructions on back)Page 1 of 1 forLINE NUMBER 15a(Use separate schedule(s) for each
numbered line).

Name of Candidate or Committee in full

BRIGGS FOR CONGRESS COMMITTEE

Full Name, mailing address and ZIP code

Cecelia C. Powell
132 Mountain View Road, Mars Hill, NC 28754Date (month,
day, year)

7/1/76

Amount of each
receipt this period

\$400.00

Principal place of business

Occupation

Housewife☐ Check if Contributor is self-employed

Aggregate Year-to-Date ▶ \$400.00

Full Name, mailing address and ZIP code

Herman H. West
P.O. Box 539, Murphy, NC 28906Date (month,
day, year)

7/2/76

Amount of each
receipt this period

200.00

Principal place of business

Occupation

Herman H. West and Company
Andrews Road, Murphy, NC**President**☐ Check if Contributor is self-employed

Aggregate Year-to-date ▶ \$200.00

Full Name, mailing address and ZIP code

Square D Political Action Committee
205 S. Northwest Highway, Park Ridge, Illinois 60068Date (month,
day, year)

7/20/76

Amount of each
receipt this period

250.00

Principal place of business

Occupation

NA

☐ Check if Contributor is self-employed

Aggregate Year-to-date ▶ \$250.00

Full Name, mailing address and ZIP code

Winfield Shiras
40 Gertrude Place, Asheville, NC 28801Date (month,
day, year)

7/21/76

Amount of each
receipt this period

250.00

Principal place of business

Occupation

Retired☐ Check if Contributor is self-employed

Aggregate Year-to-date ▶ \$250.00

Full Name, mailing address and ZIP code

William J. Freeman
968 Tunnel Road, Asheville, NC 28805Date (month,
day, year)

7/12/76

Amount of each
receipt this period

25.00

Principal place of business

Occupation

Retired☐ Check if Contributor is self-employed

Aggregate Year-to-date ▶ \$125.00

Full Name, mailing address and ZIP code

Date (month,
day, year)Amount of each
receipt this period

Principal place of business

Occupation

☐ Check if Contributor is self-employed

Aggregate Year-to-date ▶ \$

Subtotal of receipts this page (optional) ▶ \$

Total this period (last page this line number only) ▶ \$1,125.00

Schedule A

January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

**AMENDED REPORT
Itemized Receipts,
Contributions, Ticket Purchases, Loans,
Rebates, and Transfers for Line
Numbers 15, 16, 17 and/or 18 of FEC Form 3**
(see Instructions on back)

Page 1 of 2 forLINE NUMBER 16a

(Use separate schedule(s) for each numbered line).

Name of Candidate or Committee in full

BRIGGS FOR CONGRESS COMMITTEE

Full Name, mailing address and ZIP code

Mary Springfield
Box 614, Mars Hill, NC 28754

Date (month,
day, year)

7/16/76

Amount of each
receipt this period

975.00

Principal place of business

Briggs for Congress
Box B
Mars Hill, NC 28754

Occupation

Secretary

☐ Check if Contributor is self-employed

Aggregate Year-to-Date ▶ \$975.00

Full Name, mailing address and ZIP code

Albert Ralph Ferguson
Box L, Mars Hill, NC 28754

Date (month,
day, year)

7/16/76

Amount of each
receipt this period

975.00

Principal place of business

Mars Hill College
Mars Hill, NC 28754

Occupation

Football Coach

☐ Check if Contributor is self-employed

Aggregate Year-to-date ▶ \$975.00

Full Name, mailing address and ZIP code

William F. Mitchell
Box 520, Mars Hill, NC 28754

Date (month,
day, year)

7/16/76

Amount of each
receipt this period

975.00

Principal place of business

Mars Hill College
Mars Hill, NC 28754

Occupation

Football Coach

☐ Check if Contributor is self-employed

Aggregate Year-to-date ▶ \$ 975.00

Full Name, mailing address and ZIP code

John A. Bucy
Box 489, Mars Hill, NC 28754

Date (month,
day, year)

7/16/76

Amount of each
receipt this period

975.00

Principal place of business

Epicure Mangement Services, Inc. District Manager
P.O. Box 3148 CRS
Rock Hill, SC 29730

Occupation

☐ Check if Contributor is self-employed

Aggregate Year-to-date ▶ \$ 975.00

Full Name, mailing address and ZIP code

Kenneth Mark Wallin
123 N. Main St., Mars Hill, NC 28754

Date (month,
day, year)

7/16/76

Amount of each
receipt this period

975.00

Principal place of business

Occupation

Student

☐ Check if Contributor is self-employed

Aggregate Year-to-date ▶ \$ 975.00

Full Name, mailing address and ZIP code

Carl Eller
Box 404, Mars Hill, NC 28754

Date (month,
day, year)

7/16/76

Amount of each
receipt this period

975.00

Principal place of business

Eller Oil Company
Mars Hill, NC 28754

Occupation

Owner

☐ Check if Contributor is self-employed

Aggregate Year-to-date ▶ \$ 975.00

Subtotal of receipts this page (optional) ▶

\$ 5,850.00

Total this period (last page this line number only) ▶

\$

**FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL**

Schedule A

January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

AMENDED REPORT
Itemized Receipts,
Contributions, Ticket Purchases, Loans,
Rebates, and Transfers for Line
Numbers 15, 16, 17 and/or 18 of FEC Form 3
(see Instructions on back)

Page 2 of 2 forLINE NUMBER 16a

(Use separate schedule(s) for each numbered line).

Name of Candidate or Committee in full

BRIGGS FOR CONGRESS COMMITTEE

Full Name, mailing address and ZIP code

Jeff P. Hunt
P.O. Box 7053, Asheville, NC 28807

Date (month,
day, year)

7/16/76

Amount of each
receipt this period

975.00

Principal place of business

Long, McClure, & Dodd
P.O. Box 7053
Asheville, NC 28807

Occupation

Attorney

☐ Check if Contributor is self-employed

Aggregate Year-to-Date ▶ \$975.00

Full Name, mailing address and ZIP code

Robert G. McClure, Jr.
P.O. Box 7053, Asheville, NC 28807

Date (month,
day, year)

7/16/76

Amount of each
receipt this period

975.00

Principal place of business

Long, McClure, & Dodd
P.O. Box 7053
Asheville, NC 28807

Occupation

Attorney

☐ Check if Contributor is self-employed

Aggregate Year-to-date ▶ \$975.00

Full Name, mailing address and ZIP code

Carolyn Buchanan
102 Furman Ave., #42, Asheville, NC 28801

Date (month,
day, year)

7/16/76

Amount of each
receipt this period

975.00

Principal place of business

Briggs for Congress
Box B
Mars Hill, NC 28754

Occupation

Secretary

☐ Check if Contributor is self-employed

Aggregate Year-to-date ▶ \$ 975.00

Full Name, mailing address and ZIP code

L. Roger Swann
Route 1, Mars Hill, NC 28754

Date (month,
day, year)

7/16/76

Amount of each
receipt this period

975.00

Principal place of business

Eller Oil Company
Mars Hill, NC 28754

Occupation

Employee

☐ Check if Contributor is self-employed

Aggregate Year-to-date ▶ \$975.00

Full Name, mailing address and ZIP code

Date (month,
day, year)Amount of each
receipt this period

Principal place of business

Occupation

☐ Check if Contributor is self-employed

Aggregate Year-to-date ▶ \$

Full Name, mailing address and ZIP code

Date (month,
day, year)Amount of each
receipt this period

Principal place of business

Occupation

☐ Check if Contributor is self-employed

Aggregate Year-to-date ▶ \$

Subtotal of receipts this page (optional) ▶

\$ 3,900.00

Total this period (last page this line number only) ▶

\$ 9,750.00

Schedule C

January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

**Debts and Obligations for
Line Numbers 25 and/or 26 of FEC Form 3**

Page 1 of 2 for

LINE NUMBER 26

(Use separate schedule(s) for each numbered line).

(see instructions on back)

| Name of Candidate or Committee in full | | Amount of Original Debt, Contract, Agreement, or Promise | Cumulative Payment To Date | Outstanding Balance at Close of This Period |
|---|------------------------------------|--|----------------------------|---|
| BRIGGS FOR CONGRESS COMMITTEE | | | | |
| Full Name, mailing address and ZIP code, and nature of obligation
Mary Springfield
Box 614
Mars Hill, NC 28754
(Loan) | Date (month, day, year)
7/16/76 | \$
975.00 | \$ | \$
975.00 |
| Full Name, mailing address and ZIP code, and nature of obligation
Albert Ralph Ferguson
Box L
Mars Hill, NC 28754
(Loan) | Date (month, day, year)
7/16/76 | \$
975.00 | \$ | \$
975.00 |
| Full Name, mailing address and ZIP code, and nature of obligation
William F. Mitchell
Box 520
Mars Hill, NC 28754
(Loan) | Date (month, day, year)
7/16/76 | \$
975.00 | \$ | \$
975.00 |
| Full Name, mailing address and ZIP code, and nature of obligation
John A. Bucy
Box 489
Mars Hill, NC 28754
(Loan) | Date (month, day, year)
7/16/76 | \$
975.00 | \$ | \$
975.00 |
| Full Name, mailing address and ZIP code, and nature of obligation
Kenneth Mark Wallin
123 N. Main Street
Mars Hill, NC 28754
(Loan) | Date (month, day, year)
7/16/76 | \$
975.00 | \$ | \$
975.00 |
| Full Name, mailing address and ZIP code, and nature of obligation
Carl Eller
Box 404
Mars Hill, NC 28754
(Loan) | Date (month, day, year)
7/16/76 | \$
975.00 | \$ | \$
975.00 |
| Full Name, mailing address and ZIP code, and nature of obligation
Jeff P. Hunt
P.O. Box 7053
Asheville, NC 28807
(Loan) | Date (month, day, year)
7/16/76 | \$
975.00 | \$ | \$
975.00 |
| Full Name, mailing address and ZIP code, and nature of obligation
Robert G. McClure, Jr.
P.O. Box 7053
Asheville, NC 28807
(Loan) | Date (month, day, year)
7/16/76 | \$
975.00 | \$ | \$
975.00 |
| Subtotals this period this page (optional) ▶ | | \$ 7,800.00 | \$ | \$7,800.00 |
| Total this period (last page this line number only) ▶ | | \$ | \$ | \$ |
| Carry outstanding balance only, to appropriate line of summary. | | | | |

AMENDED REPORT

Schedule C

January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

**Debts and Obligations for
Line Numbers 25 and/or 26 of FEC Form 3**

Page 2 of 2 for
LINE NUMBER 26

(Use separate schedule(s) for each numbered line).

(see instructions on back)

| Name of Candidate or Committee in full | | Amount of Original Debt, Contract, Agreement, or Promise | Cumulative Payment To Date | Outstanding Balance at Close of This Period |
|--|------------------------------------|--|----------------------------|---|
| BRIGGS FOR CONGRESS COMMITTEE | | | | |
| Full Name, mailing address and ZIP code, and nature of obligation
Carolyn Buchanan
102 Furman Avenue, #42
Asheville, NC 28801
(Loan) | Date (month, day, year)
7/16/76 | \$ 975.00 | \$ | \$ 975.00 |
| Full Name, mailing address and ZIP code, and nature of obligation
L. Roger Swann
Route 1
Mars Hill, NC 28754
(Loan) | Date (month, day, year)
7/16/76 | \$ 975.00 | \$ | \$ 975.00 |
| Full Name, mailing address and ZIP code, and nature of obligation | Date (month, day, year) | \$ | \$ | \$ |
| Full Name, mailing address and ZIP code, and nature of obligation | Date (month, day, year) | \$ | \$ | \$ |
| Full Name, mailing address and ZIP code, and nature of obligation | Date (month, day, year) | \$ | \$ | \$ |
| Full Name, mailing address and ZIP code, and nature of obligation | Date (month, day, year) | \$ | \$ | \$ |
| Full Name, mailing address and ZIP code, and nature of obligation | Date (month, day, year) | \$ | \$ | \$ |
| Full Name, mailing address and ZIP code, and nature of obligation | Date (month, day, year) | \$ | \$ | \$ |
| Full Name, mailing address and ZIP code, and nature of obligation | Date (month, day, year) | \$ | \$ | \$ |
| Subtotals this period this page (optional) ▶ | | \$ 1,950.00 | \$ | \$ 1,950.00 |
| Total this period (last page this line number only) ▶ | | \$ 9,750.00 | \$ | \$ 9,750.00 |

Carry outstanding balance only, to appropriate line of summary.

**AMENDED REPORT
Itemized Expenditures**

**Campaign Fundraising, Loans, and Transfers
for Lines 20, 21, 22, and/or 23 of FEC Form 3**
(see instructions on back)

Page 1 of 2 for 1
LINE NUMBER 20
(Use separate schedule(s) for each numbered line).

Schedule B
May 1976
Federal Election Commission
5 K Street, N.W.
Washington, D.C. 20463

Name of Candidate or Committee in full

BRIGGS FOR CONGRESS COMMITTEE

| | | | |
|--|---|---|---|
| Full Name, mailing address and ZIP code
Diraction Services, Inc.
13 Third Street
Rye, New York 10580 | Purpose of Expenditure
Balance due for political survey | Date (month, day, year)
7-1-76 | Amount of each expenditure this period
\$3000.00 |
| Full Name, mailing address and ZIP code
Southern Bell Telephone Co.
179 Woodfin Street
Asheville, NC 28801 | Purpose of Expenditure
Phone bills and phone deposits | Date (month, day, year)
7-14-76
7-23-76
8-2-76
8-2-76 | Amount of each expenditure this period
112.82
65.00
185.00
208.00 |
| Full Name, mailing address and ZIP code
Westco Telephone Co.
Weaverville, NC 28787 | Purpose of Expenditure
Phone bills | Date (month, day, year)
7-14-76
8-2-76 | Amount of each expenditure this period
31.92
211.47 |
| Full Name, mailing address and ZIP code
Exxon Company USA
P.O. Box 361
Bala-Cynwyd, PA 19004 | Purpose of Expenditure
Campaign travel expense | Date (month, day, year)
7-14-76 | Amount of each expenditure this period
134.85 |
| Full Name, mailing address and ZIP code
Dowis Duplicating Services
63 Dorchester Ave.
W. Asheville, NC 28806 | Purpose of Expenditure
Brochures and Envelopes | Date (month, day, year)
7-14-76
7-27-76 | Amount of each expenditure this period
166.40
507.52 |
| Full Name, mailing address and ZIP code
Instant Copies of Pack Square
4 1/2 N. Pack Square
Asheville, NC 28801 | Purpose of Expenditure
Duplication Services | Date (month, day, year)
7-14-76
7-27-76 | Amount of each expenditure this period
69.68
34.53 |
| Full Name, mailing address and ZIP code
K. Robert Freeman
P.O. Box 1221
Hendersonville, NC 28739 | Purpose of Expenditure
Consultant's fee | Date (month, day, year)
7-23-76
8-2-76 | Amount of each expenditure this period
750.00
750.00 |
| Full Name, mailing address and ZIP code
Art Specialty Advertising
1300 Paddock Drive
Raleigh, NC 27609 | Purpose of Expenditure
4x8 billboards, yard signs, bumperstickers | Date (month, day, year)
7-23-76 | Amount of each expenditure this period
1500.00 |

Total of expenditures this page (optional) **\$7727.19**

Total this period (last page this line number only) **\$**

**AMENDED REPORT
Itemized Expenditures**

**Campaign Fundraising, Loans, and Transfers
for Lines 20, 21, 22, and/or 23 of FEC Form 3**
(see Instructions on back)

2 of 2 for
LINE NUMBER 20a

(Use separate schedule(s) for each numbered line).

Name of Candidate or Committee in full

BRIGGS FOR CONGRESS COMMITTEE

Full Name, mailing address and ZIP code

**Internal Revenue Service
3131 Democrat Road
Memphis, TN 38110**

Purpose of Expenditure

**Social Security
Quarterly payment**

Date (month,
day, year)

7-26-76

Amount of each expenditure this period

\$ 107.78

Full Name, mailing address and ZIP code

**Atkins Harper Lumber Co.
332 Haywood Road
Asheville, NC 28806**

Purpose of Expenditure

Building supplies

Date (month,
day, year)

7-29-76

Amount of each expenditure this period

406.52

Full Name, mailing address and ZIP code

**Booth-Barfield Realtors
12 Church Street
Asheville, NC 28801**

Purpose of Expenditure

Headquarters rent

Date (month,
day, year)

7-23-76

Amount of each expenditure this period

300.00

Full Name, mailing address and ZIP code

**Carolyn Buchanan
102 Furman Ave., #42
Asheville, NC 28801**

Purpose of Expenditure

Salary

Date (month,
day, year)

**7-16-76
7-24-76**

Amount of each expenditure this period

**94.15
211.84**

Full Name, mailing address and ZIP code

**Wilma Sherrill
220 Robinhood Road
Asheville, NC 28804**

Purpose of Expenditure

Salary

Date (month,
day, year)

7-16-76

Amount of each expenditure this period

122.40

Full Name, mailing address and ZIP code

**Mary Springfield
Box 614
Mars Hill, NC 28754**

Purpose of Expenditure

Salary

Date (month,
day, year)

**7-14-76
7-29-76**

Amount of each expenditure this period

**200.00
176.60**

Full Name, mailing address and ZIP code

Purpose of Expenditure

Date (month,
day, year)

Amount of each expenditure this period

Full Name, mailing address and ZIP code

Purpose of Expenditure

Date (month,
day, year)

Amount of each expenditure this period

Subtotal of expenditures this page (optional)

\$ 1619.29

Total this period (last page this line number only)

\$ 9346.48

Itemized Receipts Sales and Collections For Line Number 15C Only of FEC Form 3

Page 1 of 1 for
LINE NUMBER 15C

Name of Candidate or Committee in full

BRIGGS FOR CONGRESS COMMITTEE**Total Proceeds during the Reporting Period:**

| | | | |
|---|---|----|--------|
| 1 | Sale of tickets (List by event below) | \$ | 590.00 |
| 2 | Mass collections (List by event below) | \$ | |
| 3 | Sale of items | \$ | |
| 4 | Total (Carry forward to Line 15C of Detailed Summary Schedule Page 2, FEC Form 3) | \$ | 590.00 |

List of Sales and Collections by Event

[illegible]

101
Briggs for Congress
RALLY

Court Hill Inn
Sylva, N. C.

Monday Night — July 19, 1976

\$25.00

7:30 P.M.

1976 QUESTIONNAIRE

Background information relating to the following questions is summarized on the reverse side of form.

- | | | |
|---|---|--|
| 1. Do you believe an employee who does not want the "services" of a labor union should be compelled to accept that union as his exclusive representative, as now provided by federal law? | ☐ Yes | ☒ No |
| 2. Will you support repeal of the provisions in federal laws which authorize compulsory unionism? | ☒ Yes | ☐ No |
| 3. Do you favor preservation of Section 14(b) of the Taft-Hartley Act? | ☒ Yes | ☐ No |
| 4. Do you favor enactment of 14(b)-type legislation extending the protection of state Right to Work laws to workers governed by the National Railway Labor Act? | ☒ Yes | ☐ No |
| 5. Do you oppose giving officials of construction unions the power to compel union membership through "common situs" picketing? | ☒ Yes | ☐ No |
| 6. Will you oppose the forced unionization of federal, state, county and municipal employees? | ☒ Yes | ☐ No |
| 7. Will you oppose the forced unionization of farm workers? | ☒ Yes | ☐ No |
| 8. Will you support new legislation prohibiting the use of compulsory union dues and fees for any kind of partisan political activity? | ☒ Yes | ☐ No |

Comments: _____

Please return completed and signed questionnaire to:

National Right to Work Committee
8316 Arlington Blvd.
Fairfax, Va. 22038

Signed

Bruce Briggs
Bruce Briggs-R
NC-11

(over)

OFFICE
OFFICE
OFFICE

BRUCE BRIGGS
for Congress
integrity and good judgement

7734111:672
Enclosed is a copy of my response to the National Right to Work Committee Questionnaire which you requested I fill out and return. I believe you will see my responses are totally in accord with your views against compulsory unionism.

However, before I reach Washington and translate these views into a reality in the halls of Congress, we must go through expensive primary and general election campaigns. I intend to win this election, but I will need your help to do it. Thirty minutes of your time contacting ten friends and asking for their support for our campaign can do more than all of the speeches any candidate can make.

I am enclosing a postage paid self-addressed envelope for your use in expressing your support and that of your friends for my stand against compulsory unionism. I thank you for your efforts.

Kindest regards,

Bruce Briggs

BBB/mes

Enclosures

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

BRIGGS for Congress / Box B / Mars Hill N.C. 28754 / 704-689-3600

805 WESTERN CAROLINA BANK BLDG., ASHEVILLE, N. C. 28801/704-255-7869

BRIGGS FOR CONGRESS
Box B
Mar's Hill, NC 28754

7 7 0 4 0 0 2 3 7 2 3
RECEIVED
FEDERAL ELECTION
COMMISSION

'76 OCT 27 PM 4:12

EX-101
EX-101

FEDERAL ELECTION COMMISSION
1325 K Street, N.W.
Washington, D.C. 20463

RETURN RECEIPT
REQUESTED

1.45
60
25
2.30

CERTIFIED
No. 853589
MAIL



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

OCT 06 1976

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. William P. Powell
Treasurer
Briggs for Congress Committee
Box B
Mars Hill, North Carolina 28754

Re: MUR 244 (76)

Dear Mr. Powell:

In the course of our review of the 10 Day Report of Receipts and Expenditures Preceding the Primary, filed by the "Briggs for Congress Committee" we noticed numerous entries of contributions in the same large amount of \$975.00.

Although the contributions do not violate the limitations in §441a, because of their similarity, their substantial size, and the background of the donors, I would appreciate it if you would submit any factual or legal materials which you believe will document these contributions such as copies of cancelled checks, receipts or affidavits from all individuals who contributed the amounts in question. Where appropriate, statements should be submitted under oath.

This response should be mailed to the Commission within ten days of receipt of this letter. If you have any questions, please contact Carol Darr (telephone no. 202/382-4041), the attorney assigned to this matter.

Sincerely yours,

William C. Oldaker
Assistant General Counsel



PS Form 3811, Nov. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

6C

● **SENDER:** Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

☐ Show to whom and date delivered..... 15¢

☒ Show to whom, date, & address of delivery.. 35¢

☐ RESTRICTED DELIVERY.
Show to whom and date delivered..... 65¢

☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:

Mr. William P. Powell

3. ARTICLE DESCRIPTION:

| | | |
|----------------|---------------|-------------|
| REGISTERED NO. | CERTIFIED NO. | INSURED NO. |
| | 438208 | |

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

W. P. Powell

4. DATE OF DELIVERY POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GPO : 1976-O-203-456

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

CC 597

~~MUR 244~~



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

September 24, 1976

MEMORANDUM TO: Bill Oldaker
THROUGH: Drew McKay *GM*
FROM: Al Keema *AK*
SUBJECT: Unusual pattern of contributions

Attached is a copy of Briggs for Congress Committee's 10 Day Pre Election Report. Please note that on July 16, 1976 the committee reported receipt of ten (10) contributions from residents of Mars Hill and Ashville, North Carolina each amounting to \$975.00. The contributions were reported from individuals whose occupational descriptions would cast doubt as to whether they in fact could have made the contributions (ie: football coach, secretary, student).

I am refering this matter to you for appropriate action. Please advise RAS as to what action will be taken, so that we may keep our files current.

cc: Keith Vance



STAFF ID NO

Detailed Summary Schedule of Receipts and Expenditures

(Page 2)

| Name of Candidate or Committee
BRIGGS FOR CONGRESS COMMITTEE | | Report Covering the period
From: 7-1-76 To: 8-2-76 | |
|--|--|---|-----------------------------------|
| | | Column A
This Period | Column B
Calendar year-to-date |
| Part I - Receipts | | | |
| 15 Contributions and other income: | | | |
| (a) Itemized (use Schedule A) | | \$ 10875.00 | |
| (b) Unitemized | | \$ 2410.00 | |
| (c) Sales and Collections Included Above:
List by event on memo Schedule D is <u>590.00</u> | | | |
| (d) Subtotal of contributions and other income | | \$ 13285.00 | \$ 22011.50 |
| 16 Loans and Loan Repayments Received: | | | |
| (a) Itemized (use Schedule A) | | \$ | |
| (b) Unitemized | | \$ | |
| (c) Subtotal of loans and loan repayments received | | \$ | \$ |
| 17 Refunds, Rebates, etc.: | | | |
| (a) Itemized (use Schedule A) | | \$ | |
| (b) Unitemized | | \$ | |
| (c) Subtotal of refunds, rebates, etc. | | \$ | \$ |
| 18 Transfers In: | | | |
| (a) From Affiliated Committee (Itemize all on Schedule A) | | \$ | |
| (b) From other Committees (Itemize all on Schedule A) | | \$ | |
| (c) Subtotal of transfers in | | \$ | \$ |
| 19 Total Receipts | | \$ 13285.00 | \$ 22011.50 |
| Part II - Expenditures | | | |
| 20 Operating Expenditures: | | | |
| (a) Itemized (use Schedule B) | | \$ 9346.48 | |
| (b) Unitemized | | \$ 700.20 | |
| (c) Subtotal of operating expenditures | | \$ 10046.68 | \$ 17831.70 |
| 21 Loans, Loan Repayments, and Contribution Refunds: | | | |
| (a) Itemized (use Schedule B) | | \$ | |
| (b) Unitemized | | \$ | |
| (c) Subtotal of loans and loan repayments made and contribution refunds | | \$ | \$ |
| 22 Fundraising Expenditures (Apply to 25% Exemption—Presidential Campaigns Receiving Federal Funds): | | | |
| (a) Itemized (use Schedule B) | | \$ | |
| (b) Unitemized | | \$ | |
| (c) Subtotal of fundraising expenditures | | \$ | \$ |
| 23 Transfers Out: | | | |
| (a) To Affiliated Committee (Itemize all on Schedule B) | | \$ | |
| (b) To Other Committees (Itemize all on Schedule B) | | \$ | |
| (c) Subtotal of transfers out | | \$ | \$ |
| 24 Total Expenditures | | \$ 10046.68 | \$ 17831.70 |
| Part III - Debts and Obligations | | | |
| 25 Debts and obligations owed to the Committee (Itemize all on Schedule C) | | \$ | |
| 26 Debts and obligations owed by the Committee (Itemize all on Schedule C) | | \$ | |
| Part IV - Receipts and Expenditures, Net of Transfers to and from Affiliated Committees | | | |
| 27 Total Receipts (from line 19) | | \$ 13285.00 | |
| 28 Less Transfers In (from line 18(a)) | | \$ | |
| 29 Net Receipts | | \$ 13285.00 | |
| 30 Total Expenditures (from line 24) | | \$ 10046.68 | |
| 31 Less Transfers out (from line 23(a)) | | \$ | |
| 32 Net Expenditures | | \$ 10046.68 | |

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Schedule A

January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Itemized Receipts,
Contributions, Ticket Purchases, Loans,
Rebates, and Transfers for Line
Numbers 15, 16, 17 and/or 18 of FEC Form 3
(See Instructions on back)

Page 1 of 3 for
LINE NUMBER 15a

(Use separate schedule(s) for each
numbered line).

Name of Candidate or Committee in full

BRIGGS FOR CONGRESS COMMITTEE

Full Name, mailing address and ZIP code

Cecelia C. Powell
132 Mountain View Road, Mars Hill, NC 28754

Date (month,
day, year)

7-1-76

Amount of each
receipt this period

\$400.00

Principal place of business

Occupation
Housewife

☐ Check if Contributor is self-employed

Aggregate Year-to-Date: ▶ \$ 400

Full Name, mailing address and ZIP code

Herman H. West
P.O. Box 539, Murphy, NC 28906

Date (month,
day, year)

7-2-76

Amount of each
receipt this period

\$200.00

Principal place of business

Herman H. West & Co.
Andrews Road
Murphy, NC 28906

Occupation
Corporate President

☐ Check if Contributor is self-employed

Aggregate Year-to-Date: ▶ \$ 200

Full Name, mailing address and ZIP code

Mary Springfield
Box 614, Mars Hill, NC 28754

Date (month,
day, year)

7-16-76

Amount of each
receipt this period

\$975.00

Principal place of business

Briggs for Congress
Box B
Mars Hill, NC 28754

Occupation
Secretary

☐ Check if Contributor is self-employed

Aggregate Year-to-Date: ▶ \$ 975

Full Name, mailing address and ZIP code

Albert Ralph Ferguson
Box L, Mars Hill, NC 28754

Date (month,
day, year)

7-16-76

Amount of each
receipt this period

\$975.00

Principal place of business

Mars Hill College
Mars Hill, NC 28754

Occupation
Football Coach

☐ Check if Contributor is self-employed

Aggregate Year-to-Date: ▶ \$ 975

Full Name, mailing address and ZIP code

William F. Mitchell
Box 520, Mars Hill, NC 28754

Date (month,
day, year)

7-16-76

Amount of each
receipt this period

\$975.00

Principal place of business

Mars Hill College
Mars Hill, NC 28754

Occupation
Football Coach

☐ Check if Contributor is self-employed

Aggregate Year-to-Date: ▶ \$ 975

Full Name, mailing address and ZIP code

John A. Bucy
Box 489, Mars Hill, NC 28754

Date (month,
day, year)

7-16-76

Amount of each
receipt this period

\$975.00

Principal place of business

Epicure Management Services, Inc. District Manager
P.O. Box 3148 CRS
Rock Hill, SC 29730

Occupation

☐ Check if Contributor is self-employed

Aggregate Year-to-Date: ▶ \$ 975

Subtotal of receipts this page (optional) ▶ \$ 4500.00

Total this period (last page this line number only) ▶ \$

Schedule A

January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

**Itemized Receipts,
Contributions, Ticket Purchases, Loans,
Rebates, and Transfers for Line
Numbers 15, 16, 17 and/or 18 of FEC Form 3**
(see instructions on back)

Page 2 of 3 for
LINE NUMBER 15a

(Use separate schedule(s) for each numbered line).

Name of Candidate or Committee in full

BRIGGS FOR CONGRESS COMMITTEE

Full Name, mailing address and ZIP code

**Kenneth Mark Wallin
123 N. Main St., Mars Hill, NC 28754**

Date (month,
day, year)

7-16-76

Amount of each
receipt this period

\$975.00

Principal place of business

Occupation

Student

☐ Check if Contributor is self-employed

Aggregate Year-to-Date ▶ \$ **975**

Full Name, mailing address and ZIP code

**Carl Eller
Box 404, Mars Hill, NC 28754**

Date (month,
day, year)

7-16-76

Amount of each
receipt this period

\$975.00

Principal place of business

**Eller Oil Company
Mars Hill, NC 28754**

Occupation

Owner

☐ Check if Contributor is self-employed

Aggregate Year-to-Date ▶ \$ **975**

Full Name, mailing address and ZIP code

**L. Roger Swann
Route 1, Mars Hill, NC 28754**

Date (month,
day, year)

7-16-76

Amount of each
receipt this period

\$975.00

Principal place of business

**Eller Oil Company
Mars Hill, NC 28754**

Occupation

Employee

☐ Check if Contributor is self-employed

Aggregate Year-to-Date ▶ \$ **975**

Full Name, mailing address and ZIP code

**Jeff P. Hunt
P.O. Box 7053, Asheville, NC 28807**

Date (month,
day, year)

7-16-76

Amount of each
receipt this period

\$975.00

Principal place of business

**Long, McClure, & Dodd
P.O. Box 7053
Asheville, NC 28807**

Occupation

Attorney

☐ Check if Contributor is self-employed

Aggregate Year-to-Date ▶ \$ **975**

Full Name, mailing address and ZIP code

**Robert G. McClure, Jr.
P.O. Box 7053, Asheville, NC 28807**

Date (month,
day, year)

7-16-76

Amount of each
receipt this period

\$975.00

Principal place of business

**Long, McClure, & Dodd
P.O. Box 7053
Asheville, NC 28807**

Occupation

Attorney

☐ Check if Contributor is self-employed

Aggregate Year-to-Date ▶ \$ **975**

Full Name, mailing address and ZIP code

**Carolyn Buchanan
102 Furman Ave., #42, Asheville, NC 28801**

Date (month,
day, year)

7-16-76

Amount of each
receipt this period

\$975.00

Principal place of business

**Briggs for Congress
Box B
Mars Hill, NC 28754**

Occupation

Secretary

☐ Check if Contributor is self-employed

Aggregate Year-to-Date ▶ \$ **975**

Subtotal of receipts this page (optional)

▶ \$ **5850.00**

Total this period (last page this line number only)

▶ \$

Schedule A

January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Itemized Receipts,
Contributions, Ticket Purchases, Loans,
Rebates, and Transfers for Line
Numbers 15, 16, 17 and/or 18 of FEC Form 3
(see instructions on back)

Page 3 of 3 for
LINE NUMBER 15a

(Use separate schedules for each
numbered line).

Name of Candidate or Committee in full

BRIGGS FOR CONGRESS COMMITTEE

Full Name, mailing address and ZIP code

Square D. Political Action Committee
205 S. North west Highway, Park Ridge, Illinois 60068

Date (month,
day, year)

7-20-76

Amount of each
receipt this period

\$250.00

Principal place of business

Occupation

☐ Check if Contributor is self-employed

Aggregate Year-to-date ▶ \$ 250

Full Name, mailing address and ZIP code

Winfield Shiras
40 Gertrude Place, Asheville, NC 28801

Date (month,
day, year)

7-21-76

Amount of each
receipt this period

\$250.00

Principal place of business

Occupation

Retired

☐ Check if Contributor is self-employed

Aggregate Year-to-date ▶ \$ 250

Full Name, mailing address and ZIP code

William J. Freeman
968 Tunnel Road, Asheville, NC 28805

Date (month,
day, year)

7-12-76

Amount of each
receipt this period

\$ 25.00

Principal place of business

Occupation

Retired

☐ Check if Contributor is self-employed

Aggregate Year-to-date ▶ \$ 125

Full Name, mailing address and ZIP code

Date (month,
day, year)

Amount of each
receipt this period

Principal place of business

Occupation

☐ Check if Contributor is self-employed

Aggregate Year-to-date ▶ \$

Full Name, mailing address and ZIP code

Date (month,
day, year)

Amount of each
receipt this period

Principal place of business

Occupation

☐ Check if Contributor is self-employed

Aggregate Year-to-date ▶ \$

Full Name, mailing address and ZIP code

Date (month,
day, year)

Amount of each
receipt this period

Principal place of business

Occupation

☐ Check if Contributor is self-employed

Aggregate Year-to-date ▶ \$

Subtotal of receipts this page (optional)

▶ \$ 525.00

Total this period (last page this line number only)

▶ \$ 10875.00

Itemized Expenditures
Campaign Fundraising, Loans, and Transfers
for Lines 20, 21, 22, and/or 23 of FEC Form 3
(see instructions on back)

Page 1 of 2 for
LINE NUMBER 20a
(Use separate schedule(s) for each
numbered line).

Name of Candidate or Committee in full

BRIGGS FOR CONGRESS COMMITTEE

| | | | |
|---|--|--|---|
| Full Name, mailing address and ZIP code
Direction Services, Inc.
13 Third Street
Rye, New York 10580 | Purpose of Expenditure
Balance due for
political survey | Date (month,
day, year)
7-1-76 | Amount of each expenditure this period
\$3000.00 |
| Full Name, mailing address and ZIP code
Southern Bell Telephone Co.
179 Woodfin Street
Asheville, NC 28801 | Purpose of Expenditure
Phone bills and
phone deposits | Date (month,
day, year)
7-14-76
7-23-76
8-2-76
8-2-76 | Amount of each expenditure this period
112.82
65.00
185.00
208.00 |
| Full Name, mailing address and ZIP code
Westco Telephone Co.
Weaverville, NC 28787 | Purpose of Expenditure
Phone bills | Date (month,
day, year)
7-14-76
8-2-76 | Amount of each expenditure this period
31.92
211.47 |
| Full Name, mailing address and ZIP code
Exxon Company USA
P.O. Box 351
Bala-Cynwyd, PA 19004 | Purpose of Expenditure
Campaign travel
expense | Date (month,
day, year)
7-14-76 | Amount of each expenditure this period
134.85 |
| Full Name, mailing address and ZIP code
Dowis Duplicating Services
63 Dorchester Ave.
W. Asheville, NC 28806 | Purpose of Expenditure
Brochures and
Envelopes | Date (month,
day, year)
7-14-76
7-27-76 | Amount of each expenditure this period
166.40
507.52 |
| Full Name, mailing address and ZIP code
Instant Copies of Pack Square
4½ N. Pack Square
Asheville, NC 28801 | Purpose of Expenditure
Duplication
Services | Date (month,
day, year)
7-14-76
7-27-76 | Amount of each expenditure this period
69.68
34.53 |
| Full Name, mailing address and ZIP code
R. Robert Freeman
P.O. Box 1221
Hendersonville, NC 28739 | Purpose of Expenditure
Consultant's fee | Date (month,
day, year)
7-23-76
8-2-76 | Amount of each expenditure this period
750.00
750.00 |
| Full Name, mailing address and ZIP code
Art Specialty Advertising
1300 Paddock Drive
Raleigh, NC 27609 | Purpose of Expenditure
4x8 billboards,
yard signs,
bumperstickers | Date (month,
day, year)
7-23-76 | Amount of each expenditure this period
1500.00 |

Subtotal of expenditures this page (optional):

\$7727.19

Total this period (last page this line number only):

\$

Schedule B

January 1976
Federal Election Commission
325 M Street, N.W.
Washington, D.C. 20463

Itemized Expenditures

Campaign Fundraising, Loans, and Transfers

for Lines 20, 21, 22, and/or 23 of FEC Form 3

(See Instructions on back)

Page 2 of 2 for

LINE NUMBER 20a

(Use separate schedule(s) for each numbered line).

Name of Candidate or Committee in full

BRIGGS FOR CONGRESS COMMITTEE

Full Name, mailing address and ZIP code

Internal Revenue Service
3131 Democrat Road
Memphis, TN 38110

Purpose of Expenditure

Social Security
Quarterly paymentDate (month,
day, year)

7-26-76

Amount of each expendi-
ture this period

\$ 107.78

Full Name, mailing address and ZIP code

Atkins Harper Lumber Co.
332 Haywood Road
Asheville, NC 28806

Purpose of Expenditure

Building supplies

Date (month,
day, year)

7-29-76

Amount of each expendi-
ture this period

406.52

Full Name, mailing address and ZIP code

Booth-Barfield Realtors
12 Church Street
Asheville, NC 28801

Purpose of Expenditure

Headquarters rent

Date (month,
day, year)

7-23-76

Amount of each expendi-
ture this period

300.00

Full Name, mailing address and ZIP code

Carolyn Buchanan
102 Furman Ave., #42
Asheville, NC 28801

Purpose of Expenditure

Salary

Date (month,
day, year)

7-16-76

Amount of each expendi-
ture this period

94.15

7-24-76

211.84

Full Name, mailing address and ZIP code

Wilma Sherrill
220 Robinhood Road
Asheville, NC 28804

Purpose of Expenditure

Salary

Date (month,
day, year)

7-16-76

Amount of each expendi-
ture this period

122.40

Full Name, mailing address and ZIP code

Mary Springfield
Box 614
Mars Hill, NC 28754

Purpose of Expenditure

Salary

Date (month,
day, year)

7-14-76

Amount of each expendi-
ture this period

200.00

7-29-76

176.60

Full Name, mailing address and ZIP code

Purpose of Expenditure

Date (month,
day, year)Amount of each expendi-
ture this period

Full Name, mailing address and ZIP code

Purpose of Expenditure

Date (month,
day, year)Amount of each expendi-
ture this period

Subtotal of expenditures this page (optional)

\$ 1619.29

Total this period (last page this line number only)

\$ 9346.48

January 14/76
 Federal Election Commission
 125 N. Street, N.W.
 Washington, D.C. 20463

(see instructions on back)

Page 1 of 1 for
LINE NUMBER 15C

BRIGGS FOR CONGRESS COMMITTEE

4 Total (Carry forward to Line 15C of Detailed Summary Schedule Page 2, F (C Form 3)

▶ S

▶ s 590.00

Amount from Mass
Collections this Period

7-19-76

5590.00

1

Rs 590.00

1

▶ \$590.00

!

FEDERAL ELECTION COMMISSION

1. Memo from Emmons to Steele - 5/9/77
2. Conciliation Agreement
3. Conciliation Agreement
4. Memo from Steele to Emmons - 5/16/77
5. Intermediate Draft of Conciliation Agreement - 3/11/77
6. Memo to file from C. Daw - 1/13/77
7. Memo to file from C. Daw - 12/13/77
8. Memo from Emmons to O'Day - 11/24/77
9. Objection Vote Sheet (Springer) - 11/19/77
10. Memo to file from C. Daw - 10/31/77
11. Memo to file from C. Daw - 10/22/77
12. Memo to file from C. Daw - 10/20/77

The above-described material was removed from this file pursuant to the following exemption provided in the Freedom of Information Act, 5 U.S.C. Section 552(b):

- | | |
|---|--|
| _____ (1) Classified Information | _____ (6) Personal privacy |
| _____ (2) Internal rules and practices | _____ (7) Investigatory files |
| _____ (3) Exempted by other statute | _____ (8) Banking Information |
| _____ (4) Trade secrets and commercial or financial information | _____ (9) Well Information (geographic or geophysical) |
| _____ (5) Internal Documents | |

Signed

Kurt Bylchaut

date

9/28/77