GORDON'S, INC., Plaintiff,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA
DANNY SLAY, Defendant.	)	AT LAW NO. 5666

PLEA

Now comes the defendant in the above styled cause and for plea to the amended bill of complaint and to each count thereof separately and severally says, separately and severally:

1. The allegations of the amended bill of complaint are untrue.

2. The allegations of each count of the amended bill of complaint are untrue.

Attorney for Defendant

FILED
JAN 24 1984
ALICE L. DUCK, CLERK REGISTER

GORDON'S, INC.,	)	
Plaintiff,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA
DANNY SLAY,	)	AT LAW NO. 5666
Defendant.	)	

DEMURRER

Now comes the Defendant in the above styled cause and demurs to the complaint heretofore filed in said cause and to each count thereof and as grounds for said demurrer assign the following separately and severally:

1. It does not state a cause of action.

2. The complaint refers to a written agreement, but does not attach a copy of the agreement to the complaint.

3. It does not allege which payments, if any, the Defendant failed to make under the alleged agreement.

Attorney for Defendant

Defendant demands a trial by jury of said cause.

Attorney for Defendant

FILED
AUG 23 1983
ALICE L. DUCK, CLERK
REGISTER

GORDON'S, INC.,	)	
Plaintiff	)	IN THE CIRCUIT COURT OF
-vs-	)	BALDWIN COUNTY, ALABAMA,
DANNY SLAY,	)	AT LAW
Defendant	)	CASE NO. 5666

BILL OF COMPLAINT

COUNT I

The Plaintiff claims of the Defendant the sum of TWO THOUSAND SIX HUNDRED EIGHTY-TWO AND 06/100 ($2,682.06) DOLLARS damages for the breach of written agreement entered into by him on March 24, 1962, by which the Defendant purchased from the Plaintiff the following described property, to-wit; one pump, power supply, auto pilot 32 volt and one radio telephone, and agreed to pay therefor said sum in monthly installments beginning May 11, 1962 and by the terms of said agreement a default in payment of any of the installments due thereunder the entire unpaid balance shall at once become due and payable. The defendant has continually failed or refused to pay the amount due by said agreement. The Plaintiff further claims of the Defendant the sum of Four Hundred ($400.00) Dollars as Attorney's fee for the collection of said debt and by the terms of said agreement the Defendant agreed to pay said amount.

COUNT II

The Plaintiff claims of the Defendant Two Thousand Six Hundred Eighty-two and 06/100 ($2,682.06) Dollars, due by him for merchandise, goods and chattels sold by the Plaintiff to the Defendant on March 24, 1962, which sum of money, with the interest thereon, is still unpaid.

COUNT III

The Plaintiff claims of the Defendant the further sum of FIVE HUNDRED THIRTY-THREE and 16/100 ($533.16) DOLLARS, damages for the breach of written agreement entered into by him on the 21st day of March, 1962, by which he purchased from the Plaintiff the following

described property, to-wit; one gas cooktop, gas oven, G. E. Refrigerator, G. E. Oven, G. E. hood and G. E. surface unit and promised to pay therefor said sum in monthly installments commencing on May 11, 1962 and by the terms of said written agreement if the Defendant defaulted in any installment thereof the entire unpaid balance became immediately due and payable. The Defendant has continually failed or refused to pay said sum. The Plaintiff claims of the Defendant the additional sum of One Hundred ($100.00) Dollars as Attorney's fee for the collection of said debt and by the terms of said agreement the Defendant agreed to pay said Attorney's fee.

COUNT IV

The Plaintiff claims of the Defendant the further sum of FIVE HUNDRED THIRTY-THREE and 16/100 ($533.16) DOLLARS due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant on the 21st day of March, 1962, which sum of money, with the interest thereon, is still unpaid.

ATTORNEY FOR THE PLAINTIFF

FILED
AUG 13 1963
ALICE J. DUCK, CLERK REGISTER

5666

GORDON'S, INC.,

Plaintiff

-vs

DANNY SLAY,
Owen's Insurance

Defendant

In The Circuit Court of
Baldwin County, Alabama,
At Law

Case No. _____

FILED
AUG 13 1963
ALICE J. DUCK, CLERK
REGISTER

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama,
Baldwin County.

Circuit Court, Baldwin County

No. 5666

_____ TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon Danny Slay

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against

Danny Slay, Defendant

by Gordon's Inc.,

_____, Plaintiff

Witness my hand this 14th day of August 1963

64-8-15-63

Alice D. Duck, Clerk

No. 5666 Page

STATE of ALABAMA
Baldwin County
CIRCUIT COURT

GORDON'S INC. Plaintiffs

vs.

DANNY SLAY

Defendants

Summons and Complaint

Filed August 14, 19 63

Alice J. Duck Clerk

Ernest M. Bailey
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

Aug. 14, 1963

Sheriff.

I have executed this summons

this 15th Aug. 1963

by leaving a copy with

Danny Slay

Taylor Wilbins
Sheriff.

D. A. Talbert
Deputy Sheriff.

omm

GORDAN'S, INC.,	)	
Plaintiff	)	IN THE CIRCUIT COURT OF
-vs-	)	BALDWIN COUNTY, ALABAMA,
DANNY SLAY,	)	AT LAW
DEFENDANT	)	CASE NO. 5666

AMENDED BILL OF COMPLAINT

Comes the Plaintiff and amends the Bill of Complaint heretofore filed in this cause to read as follows:

GORDAN'S, INC., a Corporation,	)	
Plaintiff	)	IN THE CIRCUIT COURT OF
-vs-	)	BALDWIN COUNTY, ALABAMA,
DANIEL N. SLAY, a/k/a DANNY SLAY,	)	AT LAW
Defendant	)	CASE NO. 5666

COUNT I

The Plaintiff claims of the Defendant the sum of TWO THOUSAND SIX HUNDRED EIGHTY-TWO AND 06/100 ($2,686.06) DOLLARS damages for the breach of written agreement entered into by him on March 24, 1962, a copy of which agreement is attached to the original of this Amended Bill of Complaint as Exhibit "A" and made a part hereof, as if fully set out herein, by which the Defendant purchased from the Plaintiff the following described property, to-wit; one pump, power supply, auto pilot 32 volt and one radio telephone, and agreed to pay therefor said sum in monthly installments beginning May 11, 1962 and by the terms of said agreement a default in payment of any of the installments due thereunder the entire unpaid balance shall at once become due and payable. The defendant has continually failed or refused to pay the amount due by said agreement. The Plaintiff further claims of the Defendant the sum of Four Hundred ($400.00) Dollars as Attorney's fee for the collection of said debt and by the terms of said agreement the Defendant agreed to pay said amount.

COUNT II

The Plaintiff claims of the Defendant TWO THOUSAND SIX HUNDRED

EIGHTY-TWO and 06/100 ($2,682.06) Dollars, due by him for merchandise, goods and chattels sold by the Plaintiff to the Defendant on March 24, 1962, which sum of money, with the interest thereon, is still unpaid.

COUNT III

The Plaintiff claims of the Defendant the further sum of FIVE HUNDRED THIRTY-THREE and 15/100 ($533.16) DOLLARS, DAMAGES for the breach of written agreement entered into by him on the 21st day of March, 1962, a copy of which agreement is attached to the original of this Amended Bill of Complaint as Exhibit "B" and made a part hereof as if fully set out herein, by which he purchased from the Plaintiff the following described property, to-wit; one gas cook-top, gas oven, G. E. Refrigerator, G. E. Oven, G. E. Hood and G.E. surface unit and promised to pay therefor said sum in monthly installments commencing on May 11, 1962 and by the terms of said written agreement if the Defendant defaulted in any installment thereof the entire unpaid balance became immediately due and payable. The Defendant has continually failed or refused to pay said sum. The Plaintiff claims of the Defendant the additional sum of One Hundred ($100.00) Dollars as Attorney's fee for the collection of said debt and by the terms of said agreement the Defendant agreed to pay said Attorney's fee.

COUNT IV

The Plaintiff claims of the Defendant the further sum of FIVE HUNDRED THIRTY-THREE and 16/100 ($533.16) DOLLARS due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant on the 21st day of March, 1962, which sum of money, with the interest thereon, is still unpaid.

Attorney for the Plaintiff

FILED
OCT 18
ALICE L. BUCK, CLERK
REGISTER

GENERAL ELECTRIC CREDIT CORPORATION

Name [illegible]
Address [illegible]
City [illegible] State [illegible]

[illegible] Seller hereby sells and undersigned Buyer hereby purchases, subject to the terms and conditions hereinafter set forth, the [illegible] described below, delivery of which, complete and in the condition indicated, is hereby acknowledged by the Buyer to be [illegible] Buyer certifies that there is or is to be no extension of credit in connection with the purchase of the [illegible] other than that evidenced by this agreement and that the credit information submitted by him is complete and correct.

Description of Appliances	New or Used	Model	Serial No. (show which)	
[illegible]	N	[illegible]	Unit ☐ Cab. ☐ - o -	
[illegible]	N	427	75709	
[illegible]	N	[illegible]	66694	
[illegible]	N	[illegible]	73774	

*(Description of trade-in)

Cash Price	$ [illegible]
[illegible]	[illegible]
[illegible]	[illegible]
Less Trade In (Describe Below*)	$
Basic Price	$ [illegible]
Less Cash Down Payment	$ [illegible]
Unpaid Cash Balance	$ [illegible]
Finance Charge (Dollars Price Differential)	$ [illegible]
Time Balance	$ [illegible]

(NO INSURANCE CHARGE)

Buyer agrees to pay the Time Balance in 36 consecutive monthly instalments beginning 11 May 62. Each instalment is in the amount of $ [illegible] except the final instalment which shall be $ [illegible], payments to be made at the place designated by Seller or General Electric Credit Corporation.

If payments are not made within fifteen days after due date, Buyer agrees to pay late charges of five cents (5¢) per dollar [illegible] the regular instalment, but not exceeding the lawful maximum. Buyer agrees if, after default this contract is placed in the hands of an attorney for collection to pay as attorney's fees 15% of the amount then due hereon or if prohibited by law such lesser sum as [illegible]

While title to said Equipment remains in the Seller, the Buyer agrees to use the same in a careful and proper manner; not to remove said Equipment, or any part thereof, from the above mentioned premises without the Seller's written consent; not to encumber the same or any part thereof, and not to do or suffer to be done anything whereby the Equipment, or any part thereof shall be attached, seized, [illegible] destroyed, damaged, or whereby the title of the Seller to any part thereof may in any way be prejudiced, affected or [illegible] Equipment shall remain personal property regardless of any affixation to the realty and title thereto shall not pass to Buyer until the balance has been fully paid in cash.

If Buyer shall default in payment of any of the instalments due under this agreement or should Buyer breach any of the terms of this agreement, the entire unpaid balance shall at once become due and payable, at the election of the Seller, or Seller may without demand, by process of law or otherwise, take possession of said Equipment, removing so much thereof as Seller in its sole discretion shall determine, and retain all monies paid for the reasonable use of said Equipment. Seller may thereupon sell said Equipment at public or private sale and apply the proceeds after deducting expenses and liens, to the payment of said indebtedness, and pay the balance of any to Buyer. In case of a deficiency Buyer will pay the same at once. All rights and remedies herein contained are cumulative and not alternative.

[illegible] hereof. This agreement may be assigned without notice to Buyer and when so assigned shall be [illegible] [illegible] and may be negotiated without waiving any addition hereof, even though [illegible] of endorsement is not [illegible]

In compliance with any law, ordinance, rule, regulation, or permit of any state, county or city authorities requiring [illegible] made in the premises of building where installation is to be made, such changes or additions shall be made by the Buyer at his own expense. If any tank, structure, pipe or wiring is to be installed wholly or partly within street lines or on other property not owned by the Buyer, the Buyer shall obtain all necessary authority for such installation.

It is understood that Buyer will have flues and chimney clean, same to contain no obstructions or openings, and chimney be of [illegible] construction. Seller assumes no responsibility for defects in the heating system or chimney or for any damages resulting therefrom. If any [illegible] or obstacle other than ordinary soil or gravel is encountered in excavation necessary in installing the above [illegible] or obstacles have to be relaid, the Buyer shall pay the Seller the extra expense involved. The Buyer warrants that the building is [illegible] and shall be so occupied until installation has been completed.

The Buyer shall obtain all necessary permits. If the Seller agrees to apply for such permits he does so on behalf of the Buyer, and shall not be responsible for any delay in obtaining any permit, and performance of this contract by the Seller shall be complete on installation. This agreement shall not become effective or binding on the Seller until approved by one of its officers, or other [illegible] [illegible]

Receipt of an executed copy of this CONDITIONAL SALE CONTRACT is hereby acknowledged.

(Seller) (L.S.)

(Signature of Authorized Officer or Other)

PLEASE USE INK

(Signed) [illegible] (Buyer)

(Signed) (Co-Buyer)

(Witness)

Exhibit "A"

AMENDED

BILL OF COMPLAINT

GORDAN'S, INC.,

Plaintiff

VS

DANNY SLAY,

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 5666

BILLING ADDRESS — Name: [illegible]
Address Or Place of Business of Buyer (Home Phone) — Address: [illegible]
City: [illegible] State: [illegible] Tel. No.

[illegible] the undersigned Buyer (if more than one, jointly and severally) purchases, subject to the terms and conditions hereof on both sides hereof, the Items described below, to be kept at the above address. Buyer certifies the credit information submitted by him is [illegible]

Description of Merchandise	New or Used	Model	Serial No.
[illegible]	N	[illegible]	2349
[illegible]	N	[illegible]	[illegible]
[illegible]	N	[illegible]	PT6[illegible]
[illegible]	N	[illegible]	[illegible]
[illegible]	N	[illegible]	[illegible]
(*Description of Trade-In)			

CASH PRICE	[illegible]
DOWN PAYMENT	[illegible]
CASH	
TRADE-IN (Described below)	
UNPAID CASH BALANCE	[illegible]
OFFICIAL FEES	
INSURANCE LIFE	[illegible]
PROPERTY	[illegible]
PRINCIPAL BALANCE	[illegible]
TIME PRICE DIFFERENTIAL	[illegible]
TIME BALANCE	[illegible]

[illegible] Time Payment Contract is for the Time [illegible] consecutive [illegible] months from the date of [illegible] unless a different [illegible] payment date is [illegible] at this point. [illegible] shall be in the [illegible] Total Installment [illegible]

[illegible] General Electric Credit Corporation.

LIFE AND PROPERTY INSURANCE OPTION

The buyer whose signature appears in this box elects declining balance term life insurance only if a charge for life insurance is included in the items of and shown above, and/or elects property insurance only if a charge for property insurance is included in said items. Where a charge for life insurance and/or property insurance is included in said items, said buyer hereby agrees to the inclusion of such charge or charges. The insurance elected is subject to acceptance by the Prudential Insurance Company of America in the case of life insurance and Electric Mutual Liability Insurance Company in the case of property insurance. If the insurance insured is declined by the insurer or otherwise does not become effective, the charge for such insurance will be refunded to the buyer in the form of a credit to the next succeeding installment of the time balance. Said buyer declares that s/he is an individual, not a corporation, and if life insurance, [illegible] (Not a date that age 65.

NOT APPLICABLE UNLESS SIGNED HERE: [illegible]

[illegible] This contract is hereby assigned under the terms of the assignment on the reverse side.

[illegible] (Seller) By [illegible] Title [illegible] Date [illegible] → Signed [illegible] (BUYER)

BUYER SIGN HERE — Signed [illegible] (BUYER)

[illegible] (Witness) [illegible] Witness [illegible]

	Age	Years Job	Employer (If Self-Employed, Not Business or Occupation)	How Long Employed
		Years at Residence	Landlord's Address	
Last Name		How Long	Previous Employer	Address
Co-Buyer's Name	Name & Address of Relative or Friend	Name	Wife's Name	Wife's Employer	Address
Date Employed		Address	Name & Address of Relative Not Living with Buyer	Name	Address
Previous Address		Years		Address	

We have checked the references herein and have summarized their replies as follows: Bank, Trade, Installment (Check or [illegible] amount of loan) (Note)

Name of Bank	Checking / Savings / Loan	Address	Date Opened	Date Balance	Average Balance	Trade Balance	Trade Balance

Exhibit "B" 454

GORDON'S INC.,	)	
Plaintiff	)	IN THE CIRCUIT COURT OF
-vs-	)	BALDWIN COUNTY, ALABAMA
DANNY SLAY,	)	AT LAW
Defendant	)	NO. 5666

REQUEST FOR DISCOVERY OF ASSETS

The Plaintiff herein having recovered on the 5th day of November, 1964, a judgment against the Defendant in the above styled cause for the sum of EIGHTEEN HUNDRED FIFTY-FIVE and 50/100 ($1855.50) DOLLARS and costs and such execution having been returned endorsed by the Sheriff of Baldwin County, Alabama, "No Property Found", the Plaintiff now requests in writing that the Clerk of this Court will issue a notice to the above named Defendant requiring him, within thirty days from the service of such notice, to file in this cause a statement in writing, under oath, of all of his assets of every kind, character and description and wheresoever located as provided by Title 7, Section 903 of the 1940 Code of Alabama.

Emmet M. Bailey
Attorney for Plaintiff

FILED
DEC 22 1964
ALICE J. DUCK, CLERK REGISTER

GORDON'S INC.,	)	
Plaintiff	)	IN THE CIRCUIT COURT OF
-vs-	)	BALDWIN COUNTY, ALABAMA
DANNY SLAY,	)	AT LAW
Defendant	)	NO. 5666

REQUEST FOR DISCOVERY OF ASSETS

The Plaintiff herein having recovered on the 5th day of November, 1964, a judgment against the Defendant in the above styled cause for the sum of EIGHTEEN HUNDRED FIFTY-FIVE and 50/100 ($1855.50) DOLLARS and costs and such execution having been returned endorsed by the Sheriff of Baldwin County, Alabama, "No Property Found", the Plaintiff now requests in writing that the Clerk of this Court will issue a notice to the above named Defendant requiring him, within thirty days from the service of such notice, to file in this cause a statement in writing, under oath, of all of his assets of every kind, character and description and wheresoever located as provided by Title 7, Section 903 of the 1940 Code of Alabama.

Attorney for Plaintiff

FILED
DEC 22 1964
ALICE L. BUCK, CLERK REGISTER

GORDON'S INC.,	)	
Plaintiff	)	IN THE CIRCUIT COURT OF
vs	)	BALDWIN COUNTY, ALABAMA
DANNY SLAY,	)	AT LAW NO. 5666
Defendant	)	

TO: DANNY SLAY, DEFENDANT:

Take notice, that, whereas, the Plaintiff in the above styled cause has requested, in writing, the undersigned, as Clerk of said Court, to issue notice to you, as Defendant, in the above styled cause, and in the judgment therein, requiring you to file a statement, in writing, under oath, of all your assets, as provided in Title 7, Section 903 of the 1940 Code of Alabama and has filed said request in writing in this cause with the Clerk of this Court and it appearing from said request that the record in said cause that an execution was returned on the judgment in this cause on Oct 22nd 1964, endorsed "No Property Found" by the Sheriff of Baldwin County, Alabama;

Now, therefore, you are hereby required, within thirty days from the service hereof, to file in this Court, a statement, in writing, under oath, of all your assets, including money, choses in action, notes, bonds, and accounts, and all other property, real, personal, mixed or any interest therein, with detailed description of the same, the location and reasonable value of each item thereof, together with a detailed list or statement, of any and all liens, mortgages or encumbrances thereon showing the amounts due upon each, and the owner or holder of such liens, encumbrances or mortgages.

WITNESS my hand this 22 day of Oct., 1964.

Alice D. Luck
Clerk

TO THE SHERIFF OF BALDWIN COUNTY, ALABAMA, GREETING:

You are hereby commanded to serve the foregoing notice upon DANNY SLAY, Defendant, and make due return of your said service and of this notice, within thirty days from this date, how you have executed the same.

WITNESS my hand this 22 day of Oct., 1964.

Alice D. Luck

3666

Gordon's Inc.

vs.

Danny Hay

FILED
DEC 22 1984
ALICE L. DUCK, CLERK
REGISTER

E.M. Bailey, Atty

Received 22 day of Dec 1984
and on 23 day of Dec 1984
I served a copy of the within writ
on Danny Hay

By service on

TAYLOR WILKINS, Sheriff
By W A Talbert D. S
Dmy