

\$5.00

1993

A. K. BROWN

VS.

R. L. GUNNISON.

IN THE

CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

AT LAW. NUMBER 1993.

MR. WHITING OF MOBILE, REPRESENTING THE PLAINTIFF

MR. THOMPSON, REPRESENTING THE DEFENDANT.

MR. JOE S. HOFFMAN, A WITNESS FOR THE PLAINTIFF, BEING FIRST DULY  
SWORN, TESTIFIED AS FOLLOWS:

Direct examination by Mr. Whiting.

Q. Your name, please?

A. Joe S. Hoffman.

Q. Where do you reside, Mr. Hoffman?

A. Fairhope, Alabama.

Q. What is your business?

A. I am in the insurance business and in the real estate  
business.

Q. How long have you been so engaged?

A. At this location, 7 years.

Q. Have you had occasion to buy and sell real estate in Fairhope  
and particularly agricultural or farm property?

A. Yes, sir.

Q. Do you know Mr. Ronald Gunnison, the defendant in this case?

A. Yes, sir.

Q. He is the defendant, or judgment debtor?

A. Yes, sir.

- Q. Did you have occasion to examine his property in Fairhope?
- A. Yes, sir.
- Q. Did you have occasion to examine that property for the purpose of fixing a reasonable valuation thereon?
- A. I did.
- Q. When was that examination made, Mr. Hoffman?
- A. On February 5th.
- Q. 1954?
- A. Yes, sir.
- Q. What did the property consist of?
- A. It consisted of approximately 20 acres of land, with a pecan grove of 18 trees, a dwelling, a milk shed, a milk house and the remaining part of the land was under cultivation.
- Q. From your examination, Mr. Hoffman, what would you say - what in your opinion, would be a fair and reasonable market value of that property at the present time?
- A. I listed here what I think would be a fair price for what is known more or less as a quick sale, and I listed it at \$7,740.00.
- Q. Now do you know whether or not the property could be divided in kind by metes and bounds, having in mind the homestead exemptions given to Mr. Gunnison by the State of Alabama? - Could it be set aside to Mr. Gunnison in a tract, which would have a market value of \$2,000.?
- A. That would be hard to say; it could be, under certain conditions, handled very nicely.
- Q. Would you state the conditions to the best of your ability?

- A. Well the location; it is a beautiful location; it has large trees and the entrance is a pecan grove and it lends itself well to a residence of high class nature, because of the natural beauty and value, and the remaining part under cultivation could be segregated and sold to the man immediately to the east, west or north; there are three, provided they were interested in buying it; unless you sold it to one of these three, you would have no access to the property.
- Q. In the best of your opinion, the property, however, as a whole would have a reasonable market value of \$7,740.00?
- A. Yes, sir.
- Q. Would you give me the break down for the record?
- A. I can give you this whole sheet of paper.
- Q. I would rather have you testify, because that letter is not admissible?
- A. The dwelling is a farm home with asbestos siding, metal roof, about 36x45 and was an original old frame building, and for a quick sale I would say that it would bring \$2700.00. There is a milk shed, one story, masonry, metal roof about 15x17, in a good state of repair, appraised at \$900.00; a milk house, 1 story masonry, metal roof, sealed, approximately 9x12, with hot and cold water, in a good state of repair and in a sanitary condition, that we appraised at \$600.00; pecan orchard, with 12 trees set in a grove on the front and six other trees around near by, approximately 20 years old, and

if taken as a whole, they would produce a value of \$540.00, that I appraised at \$540.00; 20 acres of land, good soil, fenced, well drained, no chance for erosion, and under cultivation, worth at least \$3,000.00.

Q. When was this memorandum made?

A. On February 5, 1954.

Q. Was it made by you immediately after the examination of the property?

A. It was

MR. WHITING: I offer this in evidence.

THE COURT: That has no bearing; he testified to that.

ON CROSS EXAMINATION OF THIS WITNESS BY MR. THOMPSON, HE TESTIFIED:

Q. You stated here that this appraisal carries the statement of 200 acres of land?

A. More or less.

THE COURT: How many acres?

MR. THOMPSON: 200.

WITNESS: I meant 20 acres.

MR. THOMPSON: It states 200 on this?

THE COURT: That is not in evidence.

Q. Did you sign this letter?

A. No.

THE COURT: I don't want the letter in evidence.

Q. Are you aware, sir, that there is a mortgage on this property in the amount of \$3,000.00?

MR. WHITING: I object; that is irrelevant, incompetent and immaterial.  
If the property is sold, it would be sold subject to  
the mortgage.

THE COURT: Overrule the objection.

MR. WHITING: I withdraw the objection.

A. I am aware of the fact that there is a mortgage for less than  
\$3,000.00 on the property.

Q. Are you aware that this man's wife is a joint owner of the property?

A. Yes, sir.

THE COURT: JOINT DEED?

WITNESS: I don't know.

THE COURT: If it is a joint deed, then he only has a half interest.

MR. THOMPSON: That's what I'm bringing out.

Q. You are aware that the defendant only owns a half interest in  
this property?

A. I never saw the deed; I just looked at the property and would  
not be able to say as to that.

Q. From your knowledge of the property, would you state that his  
half of the property, less the mortgage, is worth how much?

A. Well take \$3,000.00 from that, and you would have what is left.

Q. That would be about \$2,000.00, wouldn't it?

A. Approximately - - \$2,370.00.

Q. and his exemptions entitles him to \$2,000.00?

A. You have me there; I don't know that.

Q. Did his wife become obligated in this indebtedness with you?

A. I don't know anything about that; I just appraised the property.

CAPTAIN POSE, A WITNESS FOR THE PLAINTIFF, BEING FIRST DULY SWORN,  
TESTIFIED:

---

Q. Your name, please?

A. Joseph Pose.

Q. Your place of residence?

A. Fairhope, Alabama.

Q. What business do you follow?

A. Real estate broker.

Q. How long have you been so engagwd?

A. 10 or 12 years .

Q. In the course of carrying on that business, Captain, you  
have had occasion to buy and sell rural property?

A. Yes, sir.

Q. That is agricultural property?

A. Yes, sir.

Q. You know Mr. Gunnison here?

A. Yes, sir.

Q. Did you have occasion to examine his property recently?

A. Yes, sir.

Q. For the purpose of evaluating it?

A. Yes, sir.

Q. When did you make your examination?

A. The same day as Mr. Hoffman; I think it was the 5th day of  
this month.

Q. Will you state to the Court, after an examination of the property, as a whole, what would be the reasonable market value in this area of this property?

A. Well I have known the property for many years, and we went out there, Mr. Hoffman and I, Thursday afternoon and drove into the property; there was no one at home and we got out and walked around all over the yard and, of course we couldn't get in the house; we only saw the house from the outside and, well it is really a nice piece of property; well located and well drained and pretty good soil and has 18 or 20 nice pecan trees and the house, I would say is a pretty good farm house. It has a milk shed and milk house right together and then another little house that looks like it might be a chicken house; I would say that the land is worth \$200.00 an acres or \$4,000.00; that's my estimation of the value of that, and I would say if a man had time to sell it to a customer and advertise it, he might get \$9,000.00 for the property, but if he had to sell it at a forced sale, I think he would be very fortunate to get \$7,000.00; that's the way I feel about it.

Q. What do you mean by having time?

A. I mean if it were listed with several real estate men and they had time to advertise it and hunt up customers.

Q. Would that not be the ordinary way of selling the property?

A. It's the only way; the right way to sell it.

Q. Would you state, or give your opinion as to whether this property could be - that is \$2,000.00 in value for Mr.

Gunnison - could be carved out for his homestead exemptions? - could \$2,000. worth of this property be carved out by metes and bounds, or acres?

A. I should say it could.

Q. will you state how it could be so carved out, in your opinion?

A. It could be laid out in acres; it has a nice road east and west, on the south side of the property, and it looks to me like the 20 acres - I am pretty familiar with the appearance - and it looks to me like a 40 split open; 20 acres one way and 40 acres the other, and it could be laid off into some acreage; it is really a nice piece of property and a good neighborhood.

ON CROSS EXAMINATION OF THIS WITNESS BY MR. THOMPSON, HE TESTIFIED:

Q. When you were talking about \$9,000.00, that would be a sale on time wouldn't it?

A. Well not on time; sometimes people, as a matter of fact, I have sold property where the seller wouldn't sell for cash, and a fellow paying would say I will pay you \$9,000.00 in cash, or I'll take it eitherway; that wouldn't have anything to do with the value.

Q. It would have something to do with the ease of selling it if it were sold on time, wouldn't it?

A. I don't think so.

Q. If it were sold on time, wouldn't it bring more?

A. No, I wouldn't say that.

Q. You mentioned the fact that if it were sold at a

forced sale you would be lucky to get \$7,000.00?

A. I would say that.

Q. That is to sell it on the steps of the courthouse?

A. Yes, sir, I would say he would be lucky ; some bidder would say \$5,000.00 and the next one \$5,050.00 and if you got it up to \$7,000.00 you would be lucky.

Q. You couldn't assure the court that it would bring that?

A. No, sir.

THE COURT: Captain, what do you believe it would bring advertised under an order of the Court? What do you feel like it would bring?

A. Not over \$7,000.00.

THE PLAINTIFF REST.

MR. GUNNISON, THE DEFENDANT, BEING FIRST DULY SWORN, TESTIFIED:

Examination by Mr. Thompson.

Q. State your name, please?

A. R. L. Gunnison.

Q. You are the defendant in this case?

A. Yes, sir .

Q. Now Mr. Gunnison, you own this property in contest?

A. That's right.

Q. How long have you owned it?

A. Oh about 15 or 18 years.

Q. And the present value of that property today, as owner, you would state would be how much?

A. About \$5,500.00 or \$5,000.00.

Q. You could get that much for it?

A. Yws, sir.

Q. Is there a mortgage on that property?

A. It was \$3,000.00 and now it is about \$2,600.00.

Q. In whose name is the property?

A. Mine and my wife.

Q. Is that your homestead?

A. Yes, sir.

Q. Was your wife a party to the indebtedness that this judgment arose from?

A. No, sir.

ON CROSS EXAMINATION OF THIS DEFENDANT BY MR. WHITING, HE TESTIFIED:

Q. Mr. Gunnison, you have testified just a moment ago that in your opinion, you thought that the value or the money that you thought you could get for your place at the present time would be about \$5,500.00, is that correct?

A. Yes, sir.

Q. What do you base that on?

A. That's all I figure my property is worth.

Q. How many deals have you been in for the purchase and sale of farm property?

A. I have never bought but this one place.

Q. And that was 15 years ago?

A. Yes, sir.

Q. Will you please state to the Court, if you will, whether or

not during the past year, you listed your property for sale at \$10,000.00? Is it not true that you listed the property in Mr. Osburn's office for \$10,000.00?

A. Not to sign any papers.

MR. THOMPSON: I don't know as that would have any bearing.

THE COURT: What he thinks it is worth.

WITNESS: You can ask anything - ask more than you can get.

Q. Isn't it a fact that you did put it up?

A. No, sir.

Q. You never did to anybody?

A. No, sir, not to him.

Q. To whom did you put it up with?

A. That is personal.

Q. It is, I will make it personal.

MR. THOMPSON: I object.

THE COURT: He is fishing; the man is wide open.

Q. Did you list it for sale at \$10,000.00?

A. No, sir.

Q. You didn't list it for \$10,000.00?

A. No, sir.

Q. Did you list it with anybody for \$9,000.00?

A. No, sir.

Q. Did you offer it for sale to anybody for more than \$5,500.00?

A. No, sir.

Q. Are you certain of that?

A. I have not asked anybody.

Q. You realize, of course, that you are under oath?

THE COURT: He understand that, Mr. Whiting.

Q. You say you owe \$2,600.00?

A. Yes, sir.

Q. To whom do you owe that?

A. The loan association.

Q. Did you and your wife sign that mortgage?

A. Yes, sir.

Q. On all of the property? - - Her interest as well as your's?

A. Yes, sir.

MR. THOMP:SON: The wife can't be surety for her husband's  
debts.

MR. WHITING: That puts his half of the mortgage on the wife's  
interest.

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I hereby certify that the foregoing, consisting of pages 1  
to 12, both inclusive, correctly sets forth a true and correct  
transcript of the testimony as taken by me in open Court, before  
Hon. Hubert M. Hall, Judge of said Court, on the 8th day of February,  
1954.

This 9th day of February, 1954.

Louise Deanebury  
Official Court Reporter

FILED

FEB 9 1954

ALICE A. BORG, Clerk

ALMUR S. WHITING

ATTORNEY AT LAW

—  
TELEPHONES:  
OFFICE: 2-3604  
RESIDENCE: 6-6226

ANNEX, FIRST NATIONAL BANK BUILDING  
SUITE 708-9  
MOBILE 6, ALABAMA

May 11, 1953.

P. O. BOX 988

Honorable Alice J. Duck,  
Clerk of Circuit Court,  
Bay Minette, Alabama.

Dear Mrs. Duck:

Re: A. K. Brown, as Assignee of Dr. George Moody  
vs. R. L. Gunnison.

Enclosed please find complaint in the above matter on  
which I would thank you to let process issue to the Sheriff of your  
County for prompt service on the defendant. I would appreciate it if you  
would inform me as to when service has been perfected.

Yours very truly,



enc.  
w.

no 1993

A. K. Brown, as assignee of  
Mr. George Moody

vs.

R. L. Gunnison

Promissory Note

Filed 5-12-53

A. Whiting

ALMUR S. WHITING

ATTORNEY AND COUNSELOR AT LAW

SUITE 708-9 ANNEX FIRST NATIONAL BANK BUILDING

MOBILE 6, ALABAMA

P. O. BOX 988

TELEPHONES:

OFFICE: 2-3604

RESIDENCE: 6-6226

March 9, 1954

Hon. Alice J. Duck  
Clerk of Circuit Court  
Bay Minette, Ala.

Dear Mrs. Duck:

Re: A. K. Brown as Assignee of Geo. K. Doody  
vs. R. L. Gunnison

This matter has been settled and I would appreciate it very much if you would send me a cost bill so that I might close our file. Please let me hear from you at your earliest convenience and oblige.

Yours truly



ASW/s

December 18th, 1953

To Hon. E. A. Cramer or  
R. L. Gunnison,  
Fairhope, Ala.

CIRCUIT COURT  
BALDWIN COUNTY  
#1993 A. K. Brown  
assignee of Dr. George  
Moody vs R. L. Gunnison

Please take notice that A. K. Brown by his attorney,  
Hon. A. S. Whiting has filed exception to your exemptions signed  
on the 14th day of November 1953 in the above styled cause. This  
case will be heard at the next regular Court day unless Answer  
is filed.

Very truly yours,

---

Clerk, Circuit Court

AJD:cq


COPY

STATE OF ALABAMA  
BALDWIN COUNTY

CIRCUIT COURT  
BALDWIN COUNTY  
#1993 A.K. Brown, as  
assignee of Dr. George  
Moody vs. R.L. Gunnison

To A. K. Brown, as assignee of S. E. Short,  
Attorney for the Plaintiff in the above described case,  
notice is hereby given to you that on the 19th day of  
November, 1953 R. L. Gunnison filed with me as Sheriff  
of Baldwin County a claim of exemptions in the above  
styled case claiming the W $\frac{1}{2}$  of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of  
Sec. 13, T6s, R2e, as a homestead and also claiming  
that the above property is worth less than \$2,000.00.  
This notice is given to you in compliance with Title 7,  
Sec. 639, Code of Alabama 1940.

Dated this 19th day of November, 1953.

  
Taylor Wilkins, Sheriff of  
Baldwin County, Alabama

State of Alabama  
Baldwin County

I, R. L. Gunnison, a resident of Baldwin County, Alabama, do hereby claim the following described real property in Baldwin County, Alabama, viz:

The West Half (W $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Thirteen (13), Township Six (6) South, Range Two (2) East;

as a homestead exempt to me from levy, seizure and sale under execution or other process for the collection of debt and particularly do I claim said homestead against an execution levied by A. K. Brown as assignee of Dr. George Moody on said above described property on the 29th day of October, 1953, said execution being based upon an judgment secured out of the Circuit Court of Baldwin County, Alabama, on the 17th day of September, 1953.

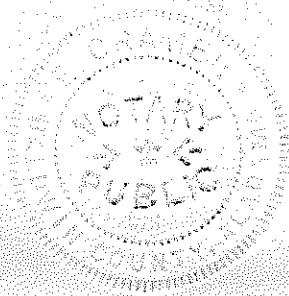
I do hereby declare and claim that the lands above described, on which I reside, constitute my homestead and residence, that I own no other land, that said land is less than one hundred sixty (160) acres in area and is worth less than Two Thousand (2000) Dollars and that its real value does not exceed Fifteen Hundred (1500) Dollars.

Witness my hand this 14<sup>th</sup> day of November, 1953.

R. L. Gunnison

Sworn to and subscribed before me this the 14<sup>th</sup> day of November, 1953.

E. Cramer  
Notary Public, Baldwin County, Alabama



(Original filed in Probate Court of Baldwin County)

Filed  
12-12-63  
Wm. J. French  
clerk

STATE OF ALABAMA, )  
BALDWIN COUNTY. )

CIRCUIT COURT  
OF  
BALDWIN COUNTY, ALABAMA

CASE NO. 1993

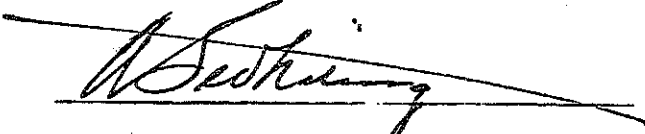
A. K. BROWN, as assignee of  
DR. GEORGE DOODY,  
Plaintiff,

versus:

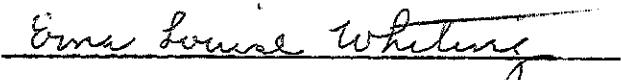
R. L. GUNNISON,  
Defendant,

IN RE: R. L. GUNNISON'S CLAIM OF EXEMPTION:

Before me Erna Louise Whiting, Notary Public in and for the County of Mobile, State of Alabama, personally appeared A. S. Whiting, as attorney for A. K. Brown, who, being by me first duly sworn, deposes and says that he is the attorney for the plaintiff in the above styled cause wherein R. L. Gunnison is defendant, and that in his belief that claim of exemption filed in the office of the Sheriff of Baldwin County on the 19th day of November, 1953, by R. L. Gunnison, is excessive for that the  $W\frac{1}{2}$  of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Sec. 13, T 6 S, R 2 E, composing some 20 acres with the appurtenances thereto, all of which is claimed as exempt as homestead, exceeds the value of \$2000.00 and therefore the totality thereof may not be claimed as exempt under Title 7, Sec. 639, Code of Alabama 1940.

  
A. K. Brown, Plaintiff, by  
A. S. Whiting, as attorney for  
A. K. Brown.

Sworn to and subscribed before  
me this 23 rd day of November, 1953.

  
Erna Louise Whiting, Notary Public  
for Mobile County, Alabama

A. K. Brown, as Assignee  
of Dr. George Moody,

Plaintiff,

vs.

R. L. Gunnison,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

NO. 1993

AT LAW

PLEAS:

Comes now the Defendant in the above styled cause, by his attorneys, and for answer to the complaint heretofore filed against him say as follows:

The defendant, for answer to COUNT ONE of the Complaint saith;

1. That the allegations of said count are untrue.
2. That he has paid the debt for the recovery of which this suit was brought, before the action was commenced.

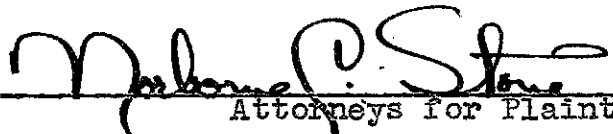
The defendant, for answer to COUNT TWO of the Complaint saith:

1. That the allegations of said count are untrue.
2. That he has paid the debt evidenced by the terms of the note therein referred to before this action was commenced.

Respectfully submitted,

CHASON & STONE

By:

  
Attorneys for Plaintiff

A. K. Brown, as Assignee  
of Dr. George Moody,

Plaintiff,

vs.

R. L. Gunnison,

Defendant

\*\*\*\*\*  
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

NO. 1993  
\*\*\*\*\*

PLEAS  
\*\*\*\*\*

*Filed 7-11-53  
Alice French  
Clerk*

LAW OFFICES  
**CHASON & STONE**  
BAY MINETTE, ALABAMA

## Notice of Sheriff's Sale

The State of Alabama,  
Baldwin County.  
Circuit Court.

By virtue of an Execution issued out of the Circuit Court of Baldwin County, Alabama, on a Judgment rendered therein against R. L. Gunnison and in favor of A. K. Brown, as assignee of Dr. George Moody, on the 17th day of September, 1953, at the September term of the Circuit Court, I Taylor Wilkins, as Sheriff of Baldwin County Alabama, will sell to the highest bidder, for cash in front of the Court House doors of said County and State, on the 21st day of December, 1953, within the legal hours of sale at 12:00 o'clock noon, the following described property, to-wit: W $\frac{1}{2}$  of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Sec. 13, T62, R2e as the property of R. L. Gunnison.

Taylor Wilkins, As Sheriff of  
Baldwin County Ala. 13-31

Dr. will be the guest speaker. The goal of 800 has been set for the two meetings. We invite you to come and be with us.

## Legal Notice, Foreclosure Of Vendor's Lien

Default having been made in the payment of the indebtedness described in and secured by that certain vendor's lien reserved in deed of Stephen S. Riggs and Aline Mildred Riggs, to C. B. Willard dated 9, June, 1951, and recorded in Deed Book 166, pages 390-2 of the records in the office of the Judge of Probate of Baldwin County, Alabama, and said default continuing; notice is hereby given that the undersigned will, under and virtue of the power of sale contained in said vendor's lien, sell at public outcry, for cash, to the highest bidder, at 12:00 noon, on the 28th day of December, 1953, in front of the Court House Door in Bay Minette, Alabama, the follow-

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. AT LAW.

A. K. Brown, as Assignee of  
Dr. George Moody,

Plaintiff,

versus

R. L. Gunnison,

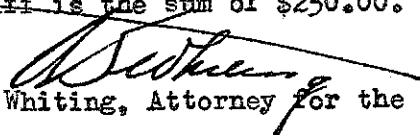
Defendant.

COUNT ONE.

The plaintiff claims of the defendant the sum of ONE THOUSAND DOLLARS (\$1,000.00) due by the defendant to the plaintiff by promissory note bearing date September 13th, 1947, made by the defendant and payable to the order of Dr. George Moody within ~~xxx~~ ninety (90) days after date of said note, which said sum, with the interest thereon, is still unpaid. Plaintiff alleges that prior to the filing of this suit the said promissory note and the indebtedness which it was given to evidence was duly assigned by the said Dr. George Moody to the plaintiff herein, for value received, and the plaintiff ever since has been and now is the legal owner and holder thereof. Plaintiff avers that so far as the debt is concerned the defendant by said note waived all right of exemption of personal property under the laws and Constitution of Alabama.

COUNT TWO.

The plaintiff further claims of the defendant a reasonable attorney fee as provided by the terms of the note set out and described in Count One hereof, which plaintiff is the sum of \$250.00.

  
A. S. Whiting, Attorney for the Plaintiff,  
708-9 Annex First National Bank Building,  
Mobile, Alabama.

Note: The defendant is said to reside at or near Fairhope, Ala.

SUMMONS AND COMPLAINT

Moore Printing Co.

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 1993

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon R. L. Gunnison

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

R. L. Gunnison

, Defendant

by A. K. Brown, as assignee of Dr. George Moody

, Plaintiff

Witness my hand this 12th day of May 1953

*David J. ...*

, Clerk

No. 1993 Page

THE STATE OF ALABAMA  
BALDWIN COUNTY  
CIRCUIT COURT

A. K. BROWN, as assignee of

DR. GEORGE MOODY

Plaintiffs

vs.

R. L. GUNNISON

Defendants

SUMMONS and COMPLAINT

Filed 5-12-53, 19

*Alice J. French*, Clerk

Plaintiff's Attorney

Defendant's Attorney

Fairhope

Defendant lives at

RECEIVED IN OFFICE

May 12, 1953

*Taylor Wilkins*, Sheriff

I have executed this summons

this June 13, 1953  
by leaving a copy with

*By serving in  
full*

*Taylor Wilkins*, Sheriff

*W. F. [unclear]*, Deputy Sheriff

## BANK OF FAIRHOPE

\$ 2000.00

FAIRHOPE, ALA. September 13th 1947. 19

Within Ninety (90) days

after date, without grace, I or We promise to pay to the

order of ~~XXXXXXXXXXXX~~ Dr. George Doody

Two Thousand and 00/100 DOLLARS

For value received. Payable at the Bank of Fairhope, Fairhope, Alabama with eight per cent interest.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property and they each severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. Secured by a chattel mortgage of even date.

Witness hand and seal this, the 13th day of September, 1947.

ATTEST

(Seal)

(Seal)

7/25/00 01:00

[illegible]

A. K. Brown, as Assignee  
of Dr. George Moody,  
Plaintiff,

versus

R. L. Gunnison,  
Defendant,

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
NO. 1993 AT LAW.


Comes now the plaintiff in the above styled cause and amends his complaint heretofore filled herein so that the style of the plaintiff shall read as follows; "A.K. Brown, as Assignee of Dr. George Doody, Plaintiff versus R. L. Gunnison, Defendant"

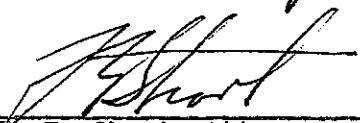
COUNT 3

The plaintiff claims of the defendant the sum of One Thousand Dollars (\$1000.00) due by the defendant to the plaintiff by promissory note bearing date September 13th, 1947, made by the defendant and payable to the order of Dr. George Doody within ninety (90) days after date of said note, which said sum, with the interest thereon, is still unpaid. Plaintiff alleges that prior to the filing of this suit the said promissory note and the indebtedness which it was given to evidence was duly assigned by the said Dr. George Doody to the plaintiff herein, for value received, and the plaintiff ever since has been and now is the legal owner and holder thereof. Plaintiff avers that so far as the debt is concerned the defendant by said note waived all right of exemption of personal property under the laws and Constitution of Alabama.

COUNT 4

The plaintiff further claims of the defendant a reasonable attorney fee as provided by the terms of the note set out and described in Count 3 hereof, which plaintiff avers is the sum of \$250.00.

  
A.S. Whitang, Attorney for Plaintiff

  
V. E. Short, Attorney  
Associate Counsel

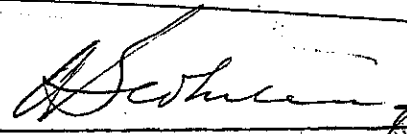
FILED  
JUN 12 1963  
FBI - NEW YORK


A. K. Brown, as Assignee of Dr. George Doody,	Plaintiff,	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA
versus		NO. 1993 AT LAW
R. L. Gunnison,	Defendant,	

INTERROGATORIES FILED BY THE PLAINTIFF TO THE DEFENDANT:

Now comes the plaintiff and propounds the following interrogatories to the defendant R. L. Gunnison:


1. Please state your name, age, and present place of residence.
2. Do you claim to have paid the debt for the recovery of which this suit is brought, arising from the note which you executed to Dr. George Doody, in writing, dated September 13 th 1947, for the sum of Two Thousand and 00/100 Dollars ? (Please answer yes or no.)
3. If your answer to question #2 ,above, is "yes", will you please state to whom said debt was paid ?
4. If your answer to question #2, above, is "yes" will you please state upon what date said debt was paid ?
5. If your answer to question #2, above, is "yes", will you please state where such said debt was paid ?
6. If your answer to question #2, above, is "yes", will you please state how such said debt was paid ? (Whether in currency or other means.)

  
A. S. Whiting, Attorney for  
Plaintiff.

  
F. E. Short, Associate Counsel

AFFIDAVIT

STATE OF ALABAMA  
MOBILE COUNTY

Before me, , a notary public in and for said county in said state, personally appeared A. S. Whiting, known to me, who being first duly sworn, deposes and says that he is of counsel for the plaintiff in the above styled cause; that the answers to the foregoing interrogatories truthfully made will be material evidence for the plaintiff in the trial of said cause.

Subscribed and sworn to before me  
this 13 day of July, A. D. 1953.

  
Notary Public, Mobile County, Alabama.



IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF ALABAMA  
IN AND FOR THE COUNTY OF MOBILE  
JULY 1953

vs.  
R. L. GUNNISON, Defendant,  
vs.  
George L. Bandy, Plaintiff.

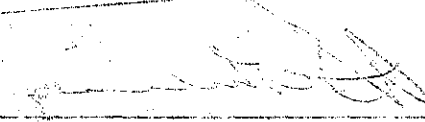

INTERROGATORIES FILED IN THE PLAINTIFF'S CASE

Now comes the Plaintiff and proponent of the following interrogatories to the Defendant R. L. Gunnison:

1. Please state your name, age, and present place of residence.
2. Do you claim to have said the best for the recovery of which you are presently suing from the note which you executed to George Bandy, its writing, dated September 13, 1948, for the sum of two thousand and 00/100 Dollars? (Please answer yes or no.)
3. If your answer to question #2 above is "yes", will you please state to whom said debt was paid?
4. If your answer to question #2 above is "yes", will you please state from what fund said debt was paid?
5. If your answer to question #2 above is "yes", will you please state where said debt was paid?
6. If your answer to question #2 above is "yes", will you please state how such debt was paid? (Whether in currency or other means.)

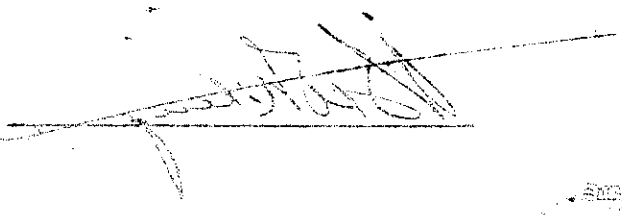
ALICE J. DUCK, Clerk  
JUL 15-1953

FILED

  
A. S. Whiting, Attorney for Plaintiff.  
  
R. L. Gunnison, Defendant Counsel

WITNESSES

Before me, a Notary Public in and for the State of Alabama, residing in said state, personally appeared A. S. Whiting, known to me, who being first duly sworn, depose and say that he is of counsel for the Plaintiff in the above styled cause; that the answers to the foregoing interrogatories truthfully made will be material evidence for the Plaintiff in the trial of said cause.



Subscribed and sworn to before me this 15th day of July, A.D. 1953.  
Notary Public, Mobile County, Alabama.

Fairhope, Ala., Dec. 7, 1953

M. r. Dayton Wilkins

Shuff Baldwin Co.

In Account With

## The Fairhope Courier

E. B. GASTON ESTATE, PUBLISHER

Advertising And Commercial Printing

Rates on Application

Legal Notice: 135 words  
Re: Nat. 7 Shuff's  
Sale - R. L. Gunnison -  
A. K. Brown  
Nov. 19-26 - Dec. 3 1953

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# The Fairhope Courier



ESTABLISHED 1894

E. B. GASTON ESTATE, PUBLISHERS

TELEPHONE 5201

FAIRHOPE, ALABAMA

*"On Mobile Bay"*

This is to certify that the attached  
legal notice appeared in The Fairhope  
Courier, a newspaper published in the  
City of Fairhope, County of Baldwin,  
State of Alabama on the dates of  
November 19, 26 December 3rd, 1953.

Francis H. Crawford

Editor

State of Alabama  
County of Baldwin

Subscribed and sworn to this 7th day of  
December A. D. 1953, before me.

E. Oran

Notary Public, Baldwin County, Ala.,

1993