

STATE OF ALABAMA  
COUNTY OF BALDWIN

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

YOU ARE HEREBY COMMANDED TO SUMMON R. L. GUNNISON, TO  
APPEAR AND ANSWER, PLEAD OR DEMUR, WITHIN THIRTY DAYS FROM THE DATE  
HEREOF OF THIS SERVICE, TO THE BILL OF COMPLAINT FILED AGAINST HIM  
IN THE CIRCUIT COURT, AT LAW, FOR SAID COUNTY AND SAID STATE BY  
THE BALDWIN NATIONAL BANK, A CORPORATION.

HEREIN FAIL NOT, DUE RETURN MAKE OF THIS WRIT AS THE LAW  
DIRECTS.

WITNESS MY HAND THIS 10<sup>th</sup> DAY OF Feb., 1971.

Eunice B. Blackmon  
~~REGISTER~~ Circuit Clerk

BALDWIN NATIONAL BANK, A  
CORPORATION,

PLAINTIFF

VS

R. L. GUNNISON,

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO: 9681

COUNT ONE:

PLAINTIFF CLAIMS OF DEFENDANT THE SUM OF ONE THOUSAND EIGHT  
HUNDRED NINETEEN AND 94/100 (\$1,819.94) DOLLARS, DUE BY PROMISSORY  
NOTE MADE BY HIM ON, HERETOFORE, TO-WIT; DECEMBER 10, 1968, WHICH  
SUM OF MONEY, WITH INTEREST THEREON FROM TO-WIT, NOVEMBER 17, 1970,  
IS DUE AND UNPAID; AND PLAINTIFF AVERS THAT IN AND BY THE TERMS OF  
SAID NOTE, THE DEFENDANT WAIVED ALL RIGHTS OF EXEMPTION UNDER THE  
LAWS OF THE STATE OF ALABAMA, AND PLAINTIFF CLAIMS THE BENEFIT OF  
SAID WAIVER; PLAINTIFF CLAIMS THE ADDITIONAL SUM OF THREE HUNDRED  
SIXTY DOLLARS (\$360.00) AS A REASONABLE SUM AS ATTORNEY FEES FOR  
BRINGING THIS SUIT FOR THAT THE DEFENDANT IN AND BY THE TERMS OF  
SAID NOTE AGREED TO PAY A REASONABLE ATTORNEY FEE, AND PLAINTIFF  
AVERS THAT SAID AMOUNT IS A REASONABLE ATTORNEY FEE FOR THE BRINGING  
AND PROSECUTING OF THIS SUIT.

FILED

FEB 10 1971

EUNICE B. BLACKMON CIRCUIT  
CLERK

BAILEY & TAYLOR

By: Hloyd E Taylor  
ATTORNEYS FOR THE PLAINTIFF

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO: 9681

BALDWIN NATIONAL BANK, A  
CORPORATION,

PLAINTIFF

VS

R. L. GUNNISON,

DEFENDANT

Sheriff claims 70 miles at  
Ten Cents per mile Total \$ 7.00  
TAYLOR WILKINS, Sheriff  
BY R. L. Gunnison  
DEPUTY SHERIFF

Received 10 day of April 1971  
and on 12 day of Feb. 1971  
I served a copy of the within StC  
on R. L. Gunnison

By service on Hood

TAYLOR WILKINS, Sheriff  
By M. Hood D. S.

J. B. McLaughlin

## MEMO-LETTER

JOHN V. DUCK  
Attorney at Law  
P. O. DRAWER Y - FAIRHOPE, ALABAMA

MESSAGE

REPLY

TO Mrs. Eunice Blackmon

Bay Minette, Ala.

DATE February 16, 1971

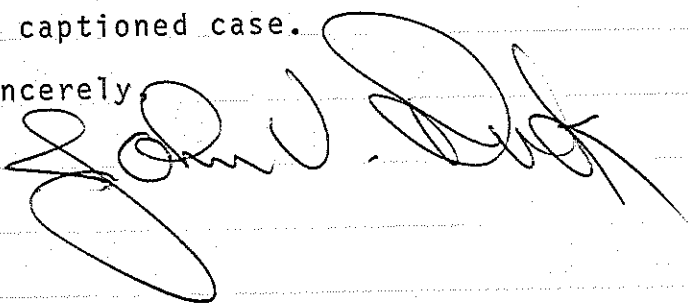
Re: Baldwin National Bank vs. R. L. Gunnison

Civil Case No. 9681

Dear Mrs. Blackmon:

Enclosed please find Demurrer to be filed  
in captioned case.

Sincerely,



SIGNED

SIGNED

BALDWIN NATIONAL BANK, a )  
corporation, )  
Plaintiff, )  
vs. )  
R. L. GUNNISON, )  
Defendant. )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW,  
CASE NO. 9681

DEMURRER

Comes now the Defendant in the above styled cause, and demurs to the Bill of Complaint filed herein, and for grounds thereof, assigns the following separately and severally:

1. That the said Bill of Complaint does not state a cause of action.
2. That said Bill of Complaint fails to allege when the said note was due and payable.
3. That said Bill of Complaint fails to allege that the Defendant defaulted in the payments on any said note.

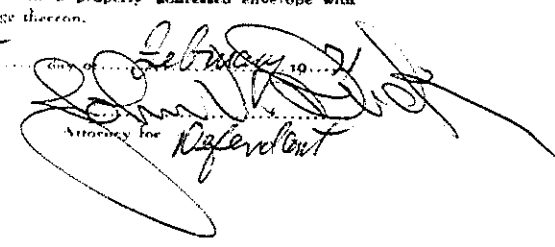
  
ATTORNEY FOR DEFENDANT

**FILED**

FEB 17 1971

**CERTIFICATE OF SERVICE**

This is to certify that I have this day served counsel for the opposing party in the foregoing matter with a copy of this pleading by depositing in the United States Mail a copy of same in a properly addressed envelope with adequate postage thereon.

This 15 day of February 1971  
  
Attorney for Defendant

EUNICE B. BLACKMON CIRCUIT  
CLERK

BALDWIN NATIONAL BANK, a )  
corporation, )  
Plaintiff, )  
vs. )  
R. L. GUNNISON, )  
Defendant. )

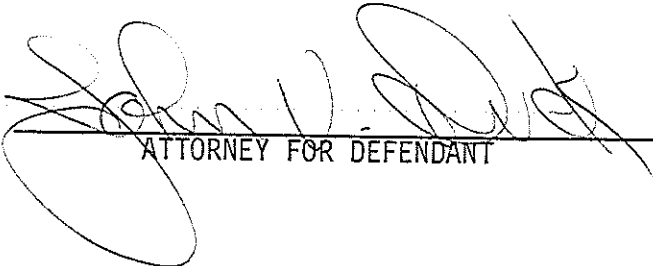
IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW  
CASE NO. 9681

Comes now the Defendant and files the following separate and several  
pleas to the Plaintiff's Complaint separately and severally and says as follows:

Plea 1 - Defendant says that he is not indebted to the Plaintiff.

Plea 2 - Defendant says that he has paid the debt for which this suit is  
brought before the bringing of this action.

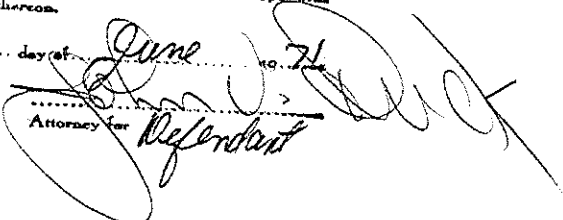
Plea 3 - Defendant says that he is indebted for that heretofore and on,  
to-wit: prior to the bringing of this action, Plaintiff retook possession of  
one truck and various items of farm equipment which was collateral for the  
note sued upon and thereafter purported to dispose of the said collateral, but  
in so disposing of the said collateral, did not comply with Title 7-A, Uniform  
Commercial Code, Section 9-504 BT SEQ, Code of Alabama, for that the said  
Plaintiff did not give reasonable notification of the time and place of public  
or private sale by which said automobile was disposed of, and did not give  
notice to the said secured party (Defendant), and the said collateral was not  
disposed of in a reasonably commercial manner, and hence the Plaintiff cannot  
recover of the Defendant.

  
ATTORNEY FOR DEFENDANT

**CERTIFICATE OF SERVICE**

This is to certify that I have this day served counsel  
for the opposing party in the foregoing matter with a copy  
of this pleading by depositing in the United States Mail  
a copy of same in a properly addressed envelope with  
adequate postage thereon.

This.....15..... day of.....June..... 1971

  
Attorney for Defendant

**FILED**

JUN 17 1971

EUNICE B. BLACKMON CIRCUIT CLERK