

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Ronald Larue Gunnison to appear within thirty days from the service of this Writ, in the Circuit Court to be held for said County at the place of holding the same then and there to answer the complaint of Pinto Credit Union.

Witness my hand this the 14 day of July, 1971.

Defendant may be served:

Route 1, Box 171
Fairhope, Alabama

Eunice B. Blackburn
Clerk

PINTO CREDIT UNION,	Ø	IN THE CIRCUIT COURT OF
Plaintiff,	Ø	BALDWIN COUNTY, ALABAMA
Vs.	Ø	AT LAW
RONALD LARUE GUNNISON,	Ø	
Defendant.	Ø	NUMBER: 9920

I

The Plaintiff claims of the Defendant the following personal property, to-wit:

- 1967 Chevrolet 1/2 ton P/U #C-S147A132613
- 1959 International Tractor #F-B-H-269914
- 2 14" Oliver Plows, 1 2-row Cultivator
- 2 16" International Plows, 1 2-row Side Dresser
- 1 7' Double Disc, 1 2-row Potato Planter

with the value of the hire or use thereof during the detention, to-wit, from August 28, 1970 to June 24, 1971 and of the alternate value of \$2202.97.

II

The Plaintiff claims of the Defendant the sum of TWO THOUSAND TWO HUNDRED TWO AND 97/100 (\$2,202.97) DOLLARS, due on a promissory note for \$3,230.00 made by him on July 9, 1969 and payable September 30, 1970 with interest thereon.

The note contains provision for a reasonable Attorney's fee and waiver of exemption whereof Plaintiff claims benefit.

III

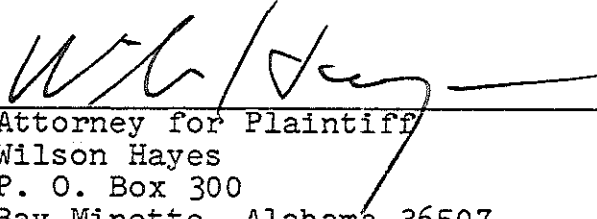
The Plaintiff claims of the Defendant the sum of EIGHT HUNDRED FIFTY AND 79/100 (\$850.79) DOLLARS, due on a promissory note for \$1,030.00 made by him on June 1, 1970 and payable December 30, 1970 with interest thereon.

The note contains provision for a reasonable Attorney's fee and wiaver of exemption whereof Plaintiff claims benefit.

IV

The Plaintiff claims of the Defendant the sum of THREE THOUSAND AND 30/100 (\$3,000.30) DOLLARS, due on a promissory note for \$6,000.00 made by him on November 22, 1967 and payable December 30, 1970 with interest thereon.

The note contains provision for a reasonable Attorney's fee and waiver of exemption whereof Plaintiff claims benefit.



Attorney for Plaintiff
Wilson Hayes
P. O. Box 300
Bay Minette, Alabama 36507

FILED

JUL 14 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

PINTO CREDIT UNION,

Plaintiff,

Vs.

RONALD LARUE GUNNISON,

Defendant.

§

§

§

§

§

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER:

9928

TO THE SHERIFF OF SAID COUNTY:

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law you are hereby required to take the property mentioned in Complaint into your possession unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is cast in the suit he will within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention thereof.

Eunice B. Blackmon
Clerk

9920

Pinto Credit Union

vs:
Ronald LaRue Harrison

DePine

928-8000

FILED

JUL 14 1971

EUNICE B. BLACKMON CIRCUIT CLERK

Whison Hayes

Shaw's claims 71 miles at 7.00
Ten Cents per mile
TAYLOR WILKINS, Sheriff
BY Paul Seibert
DEPUTY SHERIFF

Received 14 day of July 19 71
and on 18th day of Aug 19 71
I served a copy of the within Notarized
on Ronald LaRue Harrison

By service on Ronald LaRue Harrison
TAYLOR WILKINS, Sheriff
By Paul Seibert D.S.
7. Hayes

THE STATE OF ALABAMA, } CIRCUIT COURT.
BALDWIN COUNTY. } Term, 1971

KNOW ALL MEN BY THESE PRESENTS:

That we, RONALD LARUE GUNNISON,
are held and firmly bound unto PINTO CREDIT UNION

in the sum of FOUR THOUSAND FOUR HUNDRED FIFTEEN AND 94/100 Dollars,
for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators,
jointly and severally, firmly by these presents.

Sealed with our seals and dated, this 23 day of August 1971

The Condition of the above Obligation is Such, That whereas the said PINTO CREDIT UNION
did on the 14 day
of July 1971, sue out of the Circuit Court

Court of said County a writ in detinue, directed to any Sheriff of the State of Alabama, and commanding
him to take into his possession the following property, sued for in action of detinue, to wit:

1967 Chevrolet 1/2 ton P/U #C-S147A132613

1 2-row Cultivator

1 2-row Side Dresser

1 7' Double Disc

1 2-row Potato Planter

which said writ was placed in the hands of TAYLOR WILKINS

Sheriff of the County of Baldwin, on the 14th day
of July 1971, and executed by him on the 19th day of
August 1971, by taking into his possession 1967 Chevrolet 1/2 ton
P/U #c-S147A132613, 1 2-row Cultivator, 1 2-row Side Dresser, 1 7' Double Disc,
and 1 2-row Pptato Planter

and whereas the above bound RONALD LARUE GUNNISON,

has within five days from the execution of said writ entered into this bond as required by law, and here-
by obtain possession of said property.

And we, and each of us, hereby waive all rights of claim of exemption we or either of us have now, or may hereafter have, under the Constitution and Laws of Alabama, and we hereby severally certify that we have property free from all encumbrance to the full amount of the above bond.

Taken and approved,

Ronald Samuel Gurnison (L.S.)
H. C. Gurnison (L.S.)
W. T. W. Alley (L.S.)
(L.S.)

No. _____

The State of Alabama,

COUNTY: _____

COURT: _____

SHERIFF'S OFFICE

vs. Plaintiff.

Defendant.

DETINUE REPLEVIN BOND, DEFENDANT.

Filed _____ 19 _____

Sheriff.

Sheriff's Execution Docket, page _____

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

July 13, 1971

9920

Mrs. Eunice B. Blackmon, Clerk
Circuit Court, Baldwin County
Bay Minette, Alabama 36507

Dear Eunice:

Please file the enclosed suit styled Pinto
Credit Union Vs. Ronald Larue Gunnison.

With kind regards, I am

Yours very truly,


Wilson Hayes

ms
Enc.

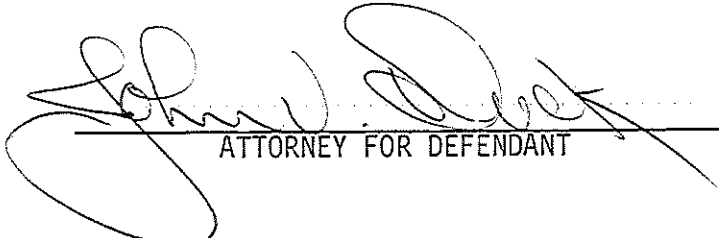
PINTO CREDIT UNION,)
Plaintiff,)
vs.)
RONALD LARUE GUNNISON,)
Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
CASE NO. 9920

DEMURRER

Comes now the Plaintiff 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 said Bill of Complaint does not state a cause of action.
2. That there is a misjoinder of causes of action.


ATTORNEY FOR DEFENDANT

FILED

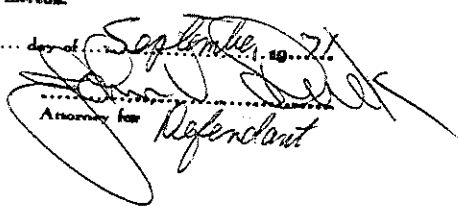
SEP 8 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

CERTIFICATE OF SERVICE

This is to certify that I have this day served ~~an~~ copy 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.....7..... day of.....September....., 1971.....


Attorney for Defendant

PINTO CREDIT UNION,,)	
Plaintiff,)	
Vs.)	
RONALD LARUE GUNNISON,,	)	IN THE CIRCUIT COURT OF
Defendant,	)	BALDWIN COUNTY, ALABAMA
Vs.	)	AT LAW
CUNA MUTUAL INSURANCE SOCIETY,	)	CASE NUMBER <u>9920</u>
Third-Party Defendant.)	

THIRD-PARTY COMPLAINT

Comes now RONALD LARUE GUNNISON, original defendant, in the above styled cause and files this his third-party complaint against CUNA MUTUAL INSURANCE SOCIETY and as grounds for said action shows unto this Honorable Court as follows:

That on, to-wit: the 9th day of July, 1969, and on, to-wit: June 1, 1970, and on, to-wit: the 22nd day of November, 1967, said defendant was obligated for three (3) loans from PINTO CREDIT UNION in the balance due of SIX THOUSAND AND FIFTY-THREE AND 26/100 (\$6,053.26) DOLLARS together with interest thereon, and that the said RONALD LARUE GUNNISON became disabled on, to-wit: October 21, 1970.

That the said RONALD LARUE GUNNISON was insured by a group insurance policy issued by CUNA MUTUAL INSURANCE SOCIETY through to or to PINTO CREDIT UNION insuring the the eligible members of the PINTO CREDIT UNION as to the amount remaining unpaid on any loan between said members and the said PINTO CREDIT UNION, as to the amount remaining unpaid at the time of the death or total and permanent disability of the member on any insurable loan balance up to a maximum of \$10,000 plus interest as herein provided.

(a) of the amount of members unpaid loan balance and

(b) of the members total and permanent disability prior to his 60th birthday.

That your defendant further shows that such contract was also for the payment of such an insurance policy on the life of your said defendant.

That your said defendant, although, being totally disabled has been sued by the said PINTO CREDIT UNION for the sum of SIX THOUSAND AND FIFTY-THREE AND 26/100 (\$6,053.26) DOLLARS together with interest thereon and a reasonable

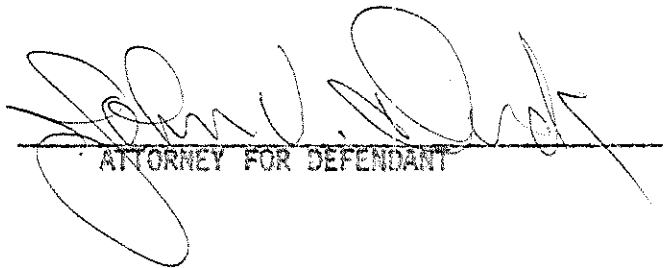
attorney's fee therefore.

That the said CUNA MUTUAL INSURANCE SOCIETY is liable for said indebtedness, interest, and penalty, for which your said defendant has been sued.

That the said CUNA MUTUAL INSURANCE SOCIETY has refused to carry out the obligation of its insurance contract entered into with PINTO CREDIT UNION for the benefit of its members.

WHEREFORE your said defendant prays that said CUNA MUTUAL INSURANCE SOCIETY be interpleaded.

That said CUNA MUTUAL INSURANCE SOCIETY may be served upon the Insurance Commission of the State of Alabama, Montgomery, Alabama, and may also be served by registered mail to P. O. Box 391, Madison, Wisconsin.


ATTORNEY FOR DEFENDANT

FILED

JUN 12 1972

EUNICE B. BLACKMON
CIRCUIT
CLERK

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 9920

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon CUNA MUTUAL INSURANCE SOCIETY,

Third-Party Defendant,

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

RONALD LARUE GUNNISON

Defendant

FIRST CREDIT UNION

by

Plaintiff

Witness my hand this day of 19

Clerk

No 9920.....

Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

.....PINTO CREDIT UNION.....

Plaintiffs

vs.

RONALD LARUE GUNNISON.....

Vs.

Defendants

CUNA MUTUAL INSURANCE SOCIETY,

SUMMONS AND COMPLAINT

Filed 19.....

Clerk

Cuna Mutual Insurance Society
can be served upon John G.
Bookout, Supt. of Insurance,
Montgomery, Ala.

Pinto Credit Union can be served
upon Wilson Hayes, Atty.,
Bay Minette, Alabama.

Plaintiff's Attorney

JOHN V. DUCK

Defendant's Attorney

Defendant lives at

Received In Office

19.....

Sheriff

I have executed this summons

this 19.....

by leaving a copy with

Sheriff

Deputy Sheriff

PINTO CREDIT UNION,)	
Plaintiff,)	
Vs.)	
RONALD LARUE GUNNISON,	)	IN THE CIRCUIT COURT OF
Defendant,	)	BALDWIN COUNTY, ALABAMA
Vs.	)	AT LAW
CUNA MUTUAL INSURANCE SOCIETY,	)	CASE NUMBER <u>9920</u>
Third-Party Defendant.)	

THIRD-PARTY COMPLAINT

Comes now RONALD LARUE GUNNISON, original defendant, in the above styled cause and files this his third-party complaint against CUNA MUTUAL INSURANCE SOCIETY and as grounds for said action shows unto this Honorable Court as follows:

That on, to-wit: the 9th day of July, 1969, and on, to-wit: June 1, 1970, and on, to-wit: the 22nd day of November, 1967, said defendant was obligated for three (3) loans from PINTO CREDIT UNION in the balance due of SIX THOUSAND AND FIFTY-THREE AND 26/100 (\$6,053.26) DOLLARS together with interest thereon, and that the said RONALD LARUE GUNNISON became disabled on, to-wit: October 21, 1970.

That the said RONALD LARUE GUNNISON was insured by a group insurance policy issued by CUNA MUTUAL INSURANCE SOCIETY through to or to PINTO CREDIT UNION insuring the the eligible members of the PINTO CREDIT UNION as to the amount remaining unpaid on any loan between said members and the said PINTO CREDIT UNION, as to the amount remaining unpaid at the time of the death or total and permanent disability of the member on any insurable loan balance up to a maximum of \$10,000 plus interest as herein provided.

(a) of the amount of members unpaid loan balance and

(b) of the members total and permanent disability prior to his 60th birthday.

That your defendant further shows that such contract was also for the payment of such an insurance policy on the life of your said defendant.

That your said defendant, although, being totally disabled has been sued by the said PINTO CREDIT UNION for the sum of SIX THOUSAND AND FIFTY-THREE AND 26/100 (\$6,053.26) DOLLARS together with interest thereon and a reasonable

attorney's fee therefore.

That the said CUNA MUTUAL INSURANCE SOCIETY is liable for said indebtedness, interest, and penalty, for which your said defendant has been sued.

That the said CUNA MUTUAL INSURANCE SOCIETY has refused to carry out the obligation of its insurance contract entered into with PINTO CREDIT UNION for the benefit of its members.

WHEREFORE your said defendant prays that said CUNA MUTUAL INSURANCE SOCIETY be interpleaded.

That said CUNA MUTUAL INSURANCE SOCIETY may be served upon the Insurance Commission of the State of Alabama, Montgomery, Alabama, and may also be served by registered mail to P. O. Box 391, Madison, Wisconsin.


ATTORNEY FOR DEFENDANT

FILED

JUN 12 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 9920

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon CUNA MUTUAL INSURANCE SOCIETY,

Third-Party Defendant,

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.....

RONALD LARUE GUNNISON....., Defendant.....

by PINTO CREDIT UNION.....

....., Plaintiff.....
Witness my hand this.....day of..... 19.....

....., Clerk

No. 7720 Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY
CIRCUIT COURT

~~PLATE CREDIT UNION~~

Plaintiffs

vs.

~~PLATE CREDIT UNION~~
Defendants

~~CUA Mutual Insurance Society~~

SUMMONS AND COMPLAINT

Filed 19.....

Clerk

Cum Mutual Insurance Society
can be served upon John G.
Boukout, Supt. of Insurance,
Montgomery, Ala.

Plate Credit Union can be served
upon Wilson Hayes, Atty.,
Bay Minette, Alabama.

Plaintiff's Attorney

JOHN T. DUCK

Defendant's Attorney

Defendant lives at

Received In Office

19.....

Sheriff

I have executed this summons

19.....

this
by leaving a copy with

Sheriff

Deputy Sheriff

JOHN V. DUCK
ATTORNEY AT LAW
P. O. BOX Y
FAIRHOPE, ALABAMA 36532

June 8, 1972

Mrs. Eunice Blackman
Clerk of the Circuit Court
P. O. Box 239
Bay Minette, Alabama

Dear Mrs. Blackman:

Re: Pinto Credit Union
Vs: Ronald LaRue Gunnison
Vs: Cuna Mutual Insurance Society
(Third-Party Def.)
Case No. 9920

Would you please have Mr. John Bookout, Superintendent of Insurance, served in this cause? Will you also please call Mr. Wilson Hayes and ask him to accept service on behalf of Pinto Credit Union?

Thanks.

Sincerely,



JVD/ts
encl.

PINTO CREDIT UNION,)	
Plaintiff,)	
Vs.)	
RONALD LARUE GUNNISON,	)	IN THE CIRCUIT COURT OF
Defendant,	)	BALDWIN COUNTY, ALABAMA
Vs.	)	AT LAW
CUNA MUTUAL INSURANCE SOCIETY,	)	CASE NUMBER <u>9920</u>
Third-Party Defendant.)	

THIRD-PARTY COMPLAINT

Comes now RONALD LARUE GUNNISON, original defendant, in the above styled cause and files this his third-party complaint against CUNA MUTUAL INSURANCE SOCIETY and as grounds for said action shows unto this Honorable Court as follows:

That on, to-wit: the 9th day of July, 1969, and on, to-wit: June 1, 1970, and on, to-wit: the 22nd day of November, 1967, said defendant was obligated for three (3) loans from PINTO CREDIT UNION in the balance due of SIX THOUSAND AND FIFTY-THREE AND 26/100 (\$6,053.26) DOLLARS together with interest thereon, and that the said RONALD LARUE GUNNISON became disabled on, to-wit: October 21, 1970.

That the said RONALD LARUE GUNNISON was insured by a group insurance policy issued by CUNA MUTUAL INSURANCE SOCIETY through to or to PINTO CREDIT UNION insuring the the elligible members of the PINTO CREDIT UNION as to the amount remaining unpaid on any loan between said members and the said PINTO CREDIT UNION, as to the amount remaining unpaid at the time of the death or total and permanent disability of the member on any insurable loan balance up to a maximum of \$10,000 plus interest as herein provided.

- (a) of the amount of members unpaid loan balance and
- (b) of the members total and permanent disability prior to his 60th birthday.

That your defendant further shows that such contract was also for the payment of such an insurance policy on the life of your said defendant.

That your said defendant, although, being totally disabled has been sued by the said PINTO CREDIT UNION for the sum of SIX THOUSAND AND FIFTY-THREE AND 26/100 (\$6,053.26) DOLLARS together with interest thereon and a reasonable

attorney's fee therefore.

That the said CUNA MUTUAL INSURANCE SOCIETY is liable for said indebtedness, interest, and penalty, for which your said defendant has been sued.

That the said CUNA MUTUAL INSURANCE SOCIETY has refused to carry out the obligation of its insurance contract entered into with PINTO CREDIT UNION for the benefit of its members.

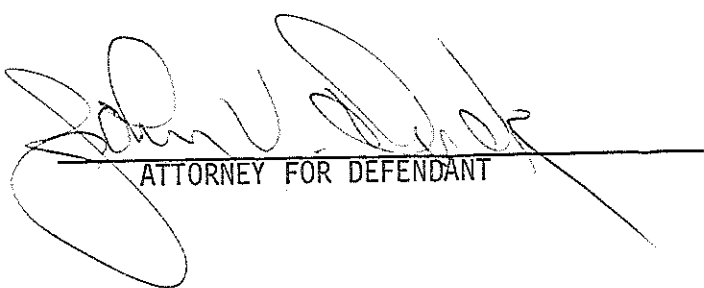
WHEREFORE your said defendant prays that said CUNA MUTUAL INSURANCE SOCIETY be interpleaded.

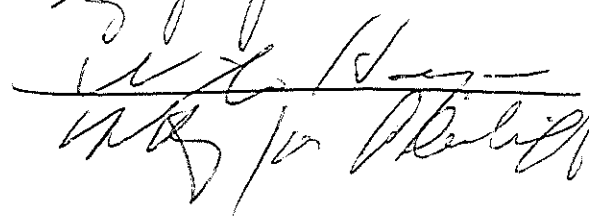
That said CUNA MUTUAL INSURANCE SOCIETY may be served upon the Insurance Commission of the State of Alabama, Montgomery, Alabama, and may also be served by registered mail to P. O. Box 391, Madison, Wisconsin.

FILED

JUN 12 1972

EUNICE B. BLACKMON CIRCUIT
CLERK


ATTORNEY FOR DEFENDANT

*Servin accepted for
Plaintiff Pinto Credit Union
the 15th day of June 1972

for Plaintiff*

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 9920

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon CUNA MUTUAL INSURANCE SOCIETY,

Third-Party Defendant.

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

RONALD LARUE GUNNISON

Defendant.

by PINTO CREDIT UNION

Plaintiff.

Witness my hand this 12 day of June 1972

James B. Blackmon, Clerk

No. 9920.....

Page.....

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

PINTO CREDIT UNION

Plaintiffs

vs.

RONALD LARUE GUNNISON

Vs.

Defendants

CUNA MUTUAL INSURANCE SOCIETY

Third Party Def.

SUMMONS AND COMPLAINT

Filed 19.....

Clerk

Cuna Mutual Insurance Society
can be served upon John G.
Bookout, Supt. of Insurance,
Montgomery, Ala.

Pinto Credit Union can be served
upon Wilson Hayes, Atty.,
Bay Minette, Alabama.

Plaintiff's Attorney

JOHN V. DUCK

Defendant's Attorney

JUN 19 1972

TAYLOR WILKINS
SHERIFF

Defendant lives at

RECEIVED IN OFFICE

JUN 20 1972

Received In Office

M. S. BUTLER, Sheriff

19.....

Sheriff

I have executed this summons

this 19.....

by leaving a copy with

Executed by serving copies of

the within *J. Bookout*

..... Superintendent.....

of Insurance, State of Alabama

This the 21 day June 19 72

Sheriff of Montgomery County

M. S. Butler,

By *Mc Math*

M. S. Butler, Sheriff of Montgomery

County, Alabama, Claim \$1.50 each for

serving process(es) and \$1.00

travel expense on each of Sheriff

process(es) or a total of 250

Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

Deputy Sheriff

PINTO CREDIT UNION,)
Plaintiff,)
vs.)
RONALD LARUE GUNNISON,)
Defendant.)

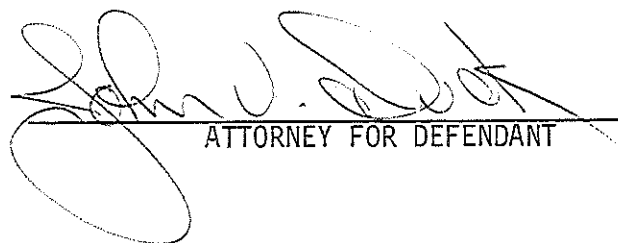
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
CASE NO. 9920

PLEA

Comes now the Defendant in the above styled cause, and for plea to the Bill of Complaint assigns the following separately and severally:

1. "Not guilty".
2. That for further plea to the Bill of Complaint filed herein, the Defendant herein says that on each and every application made by the Defendant to the Plaintiff for a loan, that he executed a statement of insurability to the Plaintiff, and each and every time the Defendant made a loan from the Plaintiff herein, the said statement of insurability was approved.

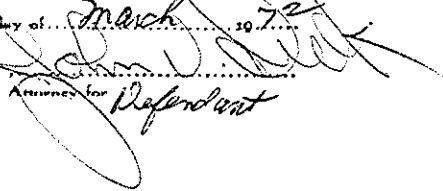
The Defendant further avers that the Plaintiff herein has a creditor-debtor insurance group coverage with Cuna Mutual Insurance Society wherein, that if a member, because of total and permanent disability shall be made solely for the reason that the member, prior to his sixtieth birthday, is totally and permanently unable to engage in any occupation for remuneration or profit that the said loans would be paid. The Defendant now avers that he was retired by total and permanent disability in August of 1971, and that the Plaintiff herein fails and refuses to pay said notes through their creditor-debtor insurance plan with Cuna Mutual Insurance Society.


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 7 day of March 1972


Attorney for Defendant

FILED

MAR 9 1972

EUNICE B. BLACKMON CIRCUIT CLERK

PINTO CREDIT UNION,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
vs.	X	
RONALD LARUE GUNNISON,	X	
Defendant,	X	BALDWIN COUNTY, ALABAMA
vs.	X	
CUNA MUTUAL INSURANCE SOCIETY,	X	
Third-Party Defendant.	X	AT LAW NO: 9920

DEMURRER

Comes the Defendant, Cuna Mutual Insurance Society, by its attorneys, and demurs to the Complaint in this cause filed and to each and every count thereof, separately and severally, and as grounds therefor, sets down and assigns the following, separately and severally:

1. For that said Complaint does not set out with sufficient certainty the act or acts with which this Defendant is charged.
2. The facts alleged in this Complaint do not state a cause of action against this Defendant.
3. For aught that appears, this Defendant transacted no business with this original Defendant and Third-Party Plaintiff.
4. Said Complaint does not set up sufficient facts to state a cause of action.
5. For the averments of said Complaint failed to show any liability on the part of this Defendant.
6. For that it does not appear with sufficient certainty what sum or sums the original Defendant and Third-Party Plaintiff

CERTIFICATE OF SERVICE
claims against this Defendant.

I certify that a copy of the foregoing reading has been served upon counsel for all parties to this proceeding, by mailing the same to the last address notified by the parties, and postage thereon paid.

JUL 11 1972

CHASON, STONE & CHASON

EUNICE B. BLACKMON
CIRCUIT CLERK

BY: Charles C. Porter
Attorneys for Cuna Mutual Insurance Society

Charles C. Porter 1972

PINTO CREDIT UNION,	*	
Plaintiff,	*	IN THE CIRCUIT COURT OF
-vs-	*	
RONALD LARUE GUNNISON,	*	
Defendant,	*	BALDWIN COUNTY, ALABAMA
-vs-	*	
CUNA MUTUAL INSURANCE	*	
SOCIETY,	*	AT LAW NO: 9920
Third-Party	*	
Defendant.	*	

MOTION TO PRODUCE

Comes now the Defendant in the above styled cause, by and through his attorney, Peter V. Sintz, and moves the Court to compel, by order, the Third-Party Defendant to produce and permit Defendant to inspect and to copy the following papers, or documents in possession or power of the Third-Party Defendant which are necessary and material to the trial of said cause and contain evidence pertinent to the issues of said trial, to-wit:

1. Produce the applications of Ronald Larue Gunnison for coverage for the policies made the basis of this suit.
2. The master policy and certificates issued to Ronald Larue Gunnison for the notes made the basis of this suit.

SINTZ, PIKE & CAMPBELL

BY: 

PETER V. SINTZ
Attorney for Defendant

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned authority, personally appeared Peter V. Sintz, known to me, who being sworn deposes and says that he is the Attorney for the Defendant in the foregoing cause, and as such has knowledge of the facts set out in the foregoing motion; that the documents therein described contain evidence pertinent to the issues in this cause and that they are necessary

and material to a proper disposition of the cause.


PETER V. SINTZ

Sworn to and subscribed
before me this 3rd
day of December, 1973.


Kathy M. Westle
NOTARY PUBLIC
ALABAMA STATE AT LARGE

FILED

DEC 4 1973

EUNICE B. BLACKMON CIRCUIT
CLERK

PINTO CREDIT UNION,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
vs.	X	
RONALD LARUE GUNNISON,	X	
Defendant,	X	BALDWIN COUNTY, ALABAMA
vs.	X	
CUNA MUTUAL INSURANCE	X	AT LAW CASE NO: 9920
SOCIETY,	X	
Third-Party	X	
Defendant.	X	

PLEA

Comes now the Third-Party Defendant, Cuna Mutual Insurance Society, by its attorneys, and for answer to the Third-Party Complaint heretofore filed, pleads as follows:

The allegations of the Complaint are untrue.

CHASON, STONE & CHASON

BY: Charles B. Paston
Attorneys for Third-Party Defendant

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 2nd day of August, 1972.

Charles C. Paston

FILED

AUG 3 1972

EUNICE B. BLACKMON CIRCUIT CLERK

STATE OF ALABAMA
DEPARTMENT OF INSURANCE

I, the undersigned, as Commissioner of Insurance for the State of Alabama,
hereby certify that on the 21st day of June, 1972, I
sent by registered mail in an envelope as follows:

Cuna Mutual Insurance Society
5910 Mineral Point Road
Madison, Wisconsin 53705

REGISTERED MAIL
RETURN RECEIPT REQUESTED

bearing sufficient prepaid postage, a copy of a summons and complaint served upon
me by the Sheriff of Montgomery County, Alabama, in a cause styled as follows:

Pinto Credit Union, Plaintiff CASE NO: 9920

in the Circuit Court of Baldwin County

VERSUS

(Name of Court)

Cuna Mutual Insurance Society, Defendant

And that on the 29th day of June, 1972, I received
the return card showing receipt by the designated address of said envelope on
the 26th day of June, 1972.

Witness my hand and official seal this the 29th day of June,
1972.

John B. Bookout
COMMISSIONER OF INSURANCE

FILED

JUL 5 1972

UNICE B. BLACKMON CIRCUIT
CLERK

THOMAS HOSPITAL

DRAWER AR, FAIRHOPE, ALA. 36532

PHONE (205) 928-2375

CLAUD CLARK JR., ADMINISTRATOR

July 15, 1974

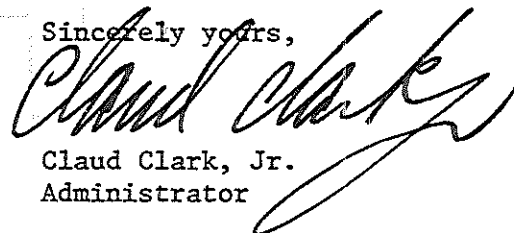
Eunice B. Blackmon, Clerk
Circuit Court for Baldwin County
Bay Minette, Alabama

Dear Mrs. Blackmon:

Reference Civil Action No. 9920, this is to advise that no records have been found regarding the hospitalization of Ronald Larue Gunnison in August of 1970.

Records of hospitalization of earlier years were found and are available upon subpoena.

Sincerely yours,



Claud Clark, Jr.
Administrator

CCJr:jp

FILED

JUL 16 1974

EUNICE B. BLACKMON CIRCUIT
CLERK

6-28
7-2-74

Passini file
9920

STATE OF ALABAMA

Baldwin County

IN THE CIRCUIT COURT OF

Baldwin County

Before me, _____, a Notary Public in and for said County,
 personally appeared Billy Saxon who being by me
 duly sworn deposes and says that the property sued for in the complaint of Pinto Credit
Union Vs. Ronald Larue Gunnison filed in said Court, to-wit:
1967 Chevrolet 1/2 ton P/U #C-S147A132613; 1959 International
Tractor #F-B-H-269914; 2 14" Oliver Plows; 1 2-row Cultivator;
2 16" International Plows; 1 2-row Side Dresser; 1 7' Double Disc;
1 2-row Potato Planter
 belongs to Pinto Credit Union, the plaintiff.

Sworn to and subscribed before me this 25TH
 day of JUNE, 1971

PINTO CREDIT UNION

Notary Public

Billy Saxon

STATE OF ALABAMA

Baldwin County

IN THE CIRCUIT COURT OF

Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, _____

Pinto Credit Union

Principal, and

Sureties, are held and

firmly bound unto Ronald Larue Gunnison, his heirs, executors and admin-
 istrators in the sum of Fifty (\$50) Dollars,
 for the payment of which we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated the _____ day of _____, 19 _____

The condition of the above obligation is such that whereas, the above bound _____

Pinto Credit Union

has on the _____ day of

_____, 19 _____ sued out a writ of detinue in the Circuit Court of _____

Baldwin County, returnable to the said Circuit Court against the said _____

Ronald Larue Gunnison

for the recovery of the following

described property, to-wit:

1967 Chevrolet 1/2 ton P/U #C-S147A132613; 1959 International Tractor
#F-B-H-269914; 2 14" Oliver Plows; 1 2-row Cultivator; 2 16"
International Plows; 1 2-row Side Dresser; 1 7' Double Disc; 1 2-row
Potato Planter

Now, if the said Pinto Credit Union shall fail in said suit

and shall pay to the said Ronald Larue Gunnison, the defendant in
 said suit, all such costs and damages as he may sustain by the wrongful complaint, then this obligation to
 be void, otherwise, to remain in full force and effect.

PINTO CREDIT UNION

Taken and approved this 14 day of July, 1971 (SEAL)

Billy Saxon

(SEAL)

Clerk, Circuit Court

PINOT CREDIT UNION

PLAINTIFF

VS

RONALD LARUE GUNNISON

DEFENDANT

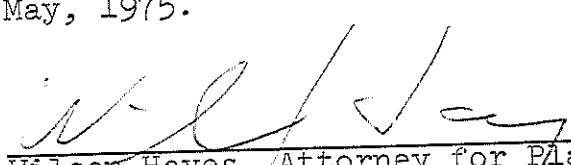
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

CASE NO. 9920

SATISFACTION OF JUDGEMENT

Comes now Wilson Hayes, Attorney of record for Plaintiff in the above styled cause and acknowledges receipt of check No. 196, Trust account Ron E. Kopesky, in full satisfaction of that certain judgement in the above styled cause. Which said judgement was entered on January, 1975.

Done this 2nd day of May, 1975.


Wilson Hayes, Attorney for Plaintiff

FILED

MAY 2 1975

EUNICE B. BLACKMON CIRCUIT
CLERK