

1885

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Fairhope Music Center, 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 the Universal Publicizers, Inc.

WITNESS my hand, this 24 day of Nov, 1952.

Alice J. Leach
CLERK.

UNIVERSAL PUBLICIZERS, INC	ø	IN THE CIRCUIT COURT OF
	ø	
PLAINTIFF	ø	BALDWIN COUNTY, ALABAMA
	ø	
VS	ø	AT LAW.
KENNETH FRANCHE d/b/a	ø	
FAIRHOPE MUSIC CENTER	ø	
	ø	
DEFENDANT	ø	

1.

The Plaintiff claims of the Defendant One Hundred Eighty Two (\$182.00) Dollars due from him by account on the 7th day of April, 1952, for merchandise, goods and chattels sold by the Plaintiff to the Defendant on to-wit April 7, 1952, which sum of money with interest is still unpaid.

2.

The Plaintiff claims of the Defendant a reasonable attorney fee for the collection of the contract referred to in Count one as agreed to by the Defendant in said contract.

3.

Plaintiff claims of the Defendant One Hundred Eighty Two (\$182.00) Dollars damages for the breach of an agreement entered into by the Defendant with the Plaintiff on, to-wit, April 7, 1952, copy of which is attached hereto as Exhibit A, and made a part of this complaint, and the Plaintiff says that the Defendant has not complied therewith.

C. L. Davis
Attorney for Plaintiff

Received in Sheriff's Office
this 3 day of Nov, 1952
TAYLOR WILKINS, Sheriff

RECORDED
11885

UNIVERSAL PUBLICIZERS, INC

PLAINTIFF

VS

KENNETH FRANCHE d/b/a
PATRHOPE MUSIC CENTER

DEFENDANT

Presented 5 day of Nov, 1952
Not found in any county after diligent search and in-
quiry.

Taylor Wilkins, Sheriff

By H. F. Hall
Deputy Sheriff

Bill of Complaint

From the Law Offices of
C. LeNoir Thompson
Attorney At Law
Bay Minette, Alabama

FILED

NOV 3 1952

ALICE J. DUCK, Clerk

2881
STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Fairhope Music Center, 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 the Universal Publicizers, Inc.

WITNESS my hand, this 3rd day of Nov, 1952.

Marie J. French
CLERK.

UNIVERSAL PUBLICIZERS, INC

PLAINTIFF

VS

KENNETH FRANKE d/b/a
FAIRHOPE MUSIC CENTER

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

1.

The Plaintiff claims of the Defendant One Hundred Eighty Two (\$182.00) Dollars due from him by account on the 7th day of April, 1952, for merchandise, goods and chattels sold by the Plaintiff to the Defendant on to-wit April 7, 1952, which sum of money with interest is still unpaid.

2.

The Plaintiff claims of the Defendant a reasonable attorney fee for the collection of the contract referred to in Count one as agreed to by the Defendant in said contract.

3.

Plaintiff claims of the Defendant One Hundred Eighty Two (\$182.00) Dollars damages for the breach of an agreement entered into by the Defendant with the Plaintiff on, to-wit, April 7, 1952, copy of which is attached hereto as Exhibit A, and made a part of this complaint, and the Plaintiff says that the Defendant has not complied therewith.

Charles H. Mayson
Attorney for Plaintiff

has not complied therewith.

4. and made a part of this complaint, and the Plaintiff says that the Defendant Plaintiff off to court April 13, 1952, copy of which is attached hereto as Exhibit 1, and for the reason of an agreement entered into by the Defendant with the

Plaintiff claims of the Defendant One Hundred Eighty Two (\$182.00) Dollars

Defendant in said contract.

collection of the contract referred to in Court one as agreed to by the

the Plaintiff claims of the Defendant a reasonable attorney fee for the
S. 1952
which sum of money with interest is still unpaid.

Goods and chattels sold by the Plaintiff to the Defendant on to-wit April 13, 1952, due from him by account on the 1st day of April, 1952, for merchandise

The Plaintiff claims of the Defendant One Hundred Eighty Two (\$182.00)

DEFENDANT

KATHARINE MUSIC CENTER
KENNETH STANCHE S/P/S
AS

PLAINTIFF

UNIVERSAL PUBLISHERS, INC

BETHLEHEM COUNTY, ALABAMA

IN THE CIRCUIT COURT OF

AT LAW

[Signature]

Witness my hand this 1st day of April, 1952.

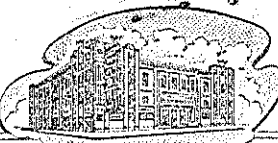
complaint of the Universal Publishers, Inc. said County at the place of holding the same, then and there to answer the said day from the service of this writ in the Circuit Court, to be held for You are hereby commanded to summon Katharine Music Center, to appear within

TO WHY SHEET OF THE STATE OF ALABAMA:

BETHLEHEM COUNTY

STATE OF ALABAMA

188/5

WABB**WABB-FM**

APR 7 1952

5,000 WATTS DAY AND NIGHT

50,000 WATTS RADIATED POWER

OWNED AND OPERATED BY The Mobile Press Register

PHONE 3-1551

ABC AND MUTUAL

P.O. BOX 1609

RADIO CENTER

MOBILE 9, ALABAMA

243

UNIVERSAL PUBLICIZER'S, INCORPORATED

936 NORTH MICHIGAN AVENUE

CHICAGO, ILLINOIS

Phone:

SUPERIOR 7-1925-6

Suite 308

LESSONS

The undersigned hereby agree to accept UNIVERSAL PUBLICIZER'S, INC. electric clock display, (Model A, 29-1/8" x 24"), with lucite letters and numerals.

In joining this cooperative advertising campaign, and keeping UNIVERSAL PUBLICIZER'S electric clock display with radio station call letters displayed properly, Radio Station WABB, Mobile, Alabama, will broadcast one (1) time weekly for FIFTY-TWO (52) weeks, fifty words message, plus name, address, and type of business.

These announcements by said radio station will be broadcast during regular broadcasting hours.

In consideration of the above, we agree to pay UNIVERSAL PUBLICIZERS, INC., the sum of \$3.50 per week for 52 weeks, totaling \$182.00, payments to be made as follows: \$25.00 with this order...\$25.00 plus COD fee with delivery of electric clock display...the balance of \$132.00 in 11 consecutive monthly installments of \$12.00 each, the first payment due thirty days after shipment of electric clock display.

10% (\$18.20) DISCOUNT WILL BE ALLOWED WITH PAYMENT IN

FULL WITH THIS ORDER....(\$163.80 NET)

EQUIPMENT SHIPPED FOB, CHICAGO, ILLINOIS.

This agreement non-cancellable before maturity, and subject to all the terms and conditions set forth on the reverse side.

FIRM NAME

Fairhope Music Center - Kenneth French

ADDRESS

17 So. 1st St.

TITLE

owner

CITY

Fairhope, Ala

STATE

INFORMATION FOR RADIO COPY SHOWN ON ATTACHED SHEET

Choice of 20 Numerals, (1-0), 3-\$, 1-&, 2-¢

Choice of 80 2" letters in Red, Blue, Green, or Mixed

Red + Blue

Merchants copy for clock

Fairhope Music CenterReceived with this agreement \$ 25.00

Sig. of Representative

J. E. Spain

MAKE ALL CHECKS PAYABLE TO UNIVERSAL PUBLICIZERS, INC.

CONFIRMED 4-7-52INV. NO. 6253104-1551 R.C.

To secure the payment of the indebtedness due hereunder Buyer does hereby authorize irrevocably any attorney of any court of record to appear for him or them in term, time, or vacation at any time hereafter and confess judgment without process in favor of Seller or its assignee for such part of aforesaid indebtedness as may at that time be unpaid, together with costs and reasonable Attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and to consent to immediate execution upon such judgment, hereby ratifying and confirming all that Buyer's Attorney may do by virtue hereof.

Title and Right of Possession of the display herein sold shall remain in Seller until Buyer shall have in all respects complied with the terms of this contract. Should Buyer default in making any of the payments hereunder, Seller shall at his option, exercise the right to declare the entire contract due and payable at once. Said display is guaranteed against all mechanical defects, for a period of one year from the date of delivery, when such defects shall be the direct result of faulty workmanship or materials used in the manufacture thereof. No other agreement, guarantee, or warranty, verbal, written, expressed, or implied, shall limit or qualify the terms of this contract, and any part of this contract contrary to the laws of any state shall not invalidate other parts of this contract in that state.

This agreement shall in all respects be governed by the laws of the State of Illinois, and shall not be binding upon Seller until accepted by its home office in Chicago, and shall thereafter be binding upon the parties hereto, their heirs, administrators, executors, and assigns.

In the event the aforesaid radio station fails to make said announcements for any reason, Seller shall not be deemed liable for any damage resulting from such failure, other than to refund to Buyer a proportionate part of the purchase price.