

AGREEMENT

September 17, 1982

THIS AGREEMENT made and entered into by and between the WICKS ORGAN COMPANY of Highland, Madison County, Illinois, hereinafter called the party of the first part, and Albert W. Bilgen of Lake Forest City or Town Lake County Illinois State hereinafter called the party of the second part, Witnesseth:
The party of the first part, for and in consideration of the sum of Fifty-eight Thousand, Two Hundred, Seventy-four and no/100 plus 10 per cent Excise Tax \$ 58,274.00 Dollars, 2,913.70 Plus Sales Tax 58,274.00 Plus Use Tax

~~plus 10 per cent Excise Tax \$~~ agrees to furnish and install for the party of the second part, an organ in accordance with the attached plans and specifications which are a part of this agreement. All taxes are the responsibility of the purchaser and are to be paid by the purchaser.

Said organ to be delivered on or before Christmas 1982 or as soon thereafter as possible.

The party of the second part also agrees to assume all risks of damage to, or loss of said organ or parts thereof, after said organ has been deposited in or delivered at said building, provided such loss or damage is not caused by employees of the party of the first part.

The party of the second part agrees to give the party of the first part free and undisturbed access to the above building for a period of 10 days before the organ is to be ready for use, with adequate light, heat and storage room necessary for the proper installation of said organ, it being understood however, that the regular religious services are not interfered with.

When the party of the second part is notified that the instrument is ready for delivery it becomes necessary to house said custom built organ. If alterations or building delays make it impossible to house the organ when notified of completion the party of the second part agrees to cover cost of storage, handling, and insurance of instrument. In cash transactions the full amount becomes due except for (5) per cent to be paid upon installation. In deferred payment the amounts as specified normally upon completion become due.

The party of the second part also agrees to furnish, at his expense, a suitable foundation in the above building, on which said organ is to be erected, and to make at his own expense any changes in the building which are necessary for the proper installation of said organ, including all necessary wiring and necessary cutting of floors, partitions, or other parts of the building.

WHEN ELECTRIC MOTOR, GENERATOR OR RECTIFIER IS INCLUDED IN SPECIFICATIONS, PARTY OF THE SECOND PART AGREES TO PROVIDE FOUNDATION AND ENCLOSURES WHEN NECESSARY, ALSO TO FURNISH AND INSTALL ALL WIND CONDUCTORS BETWEEN BLOWER AND ORGAN; TO DO ALL WIRING CONNECTED THEREWITH; TO INSTALL SUCH LIGHTS AS MAY BE NEEDED FOR THE ERECTION AND FUTURE CARE OF THE ORGAN, AND DO ANY NECESSARY CUTTING OF FLOORS, PARTITIONS, OR OTHER PARTS OF THE BUILDING. IN THE EVENT THAT AUTOMATIC REMOTE CONTROL MOTOR START-ER, ELECTRICAL CONDUITS OR OTHER SPECIAL EQUIPMENT ARE REQUIRED THEY ARE TO BE FURNISHED BY PARTY OF THE SECOND PART.

WHEN THE ORGAN IS SO LOCATED THAT ORGAN PARTS MUST BE HOISTED, THE HOISTING CHARGES ARE TO BE ASSUMED BY THE PARTY OF THE SECOND PART.

The party of the second part further agrees to carry fire, tornado and vandalism insurance, covering the said organ, and/or any parts thereof, in the name of the party of the first part, for a sum equal to the amount of indebtedness of the party of the second part to the party of the first part, for said organ and/or parts thereof, said insurance to be issued and placed in the possession of the party of the first part, immediately upon the delivery of said organ or parts thereof, at or in the building above described, and such insurance shall continue in force until said organ is fully paid for. If said insurance policy is retained by party of the second part, a copy of the loss payable clause, or some evidence that insurance has been placed, must be given to party of the first part. It is also agreed that said organ is and shall remain the property of the party of the first part until same is paid for in full.

By indebtedness, in all cases, is meant any and all deferred and past due payments whether covered by notes or otherwise.

The party of the first part guarantees the organ herein mentioned to be free from defects in material and workmanship for a period of TEN (10) years and guarantees to correct such defects if brought to its attention within said period; provided, however, that this guaranty does not include tuning, cleaning, or any repairs made necessary by natural wear and tear. This guarantee excludes electric motors and rectifiers which bear the manufacturer's guarantee.

Guarantee — Not applicable should anyone except party of the first part or its assigns have had access to the interior or working parts of the organ.

The party of the second part further agrees to inspect and examine said organ immediately upon its installation, and to make payment in the manner and at the time prescribed herein, to the authorized representative of the party of the first part. Public performance on the organ constitutes formal acceptance and payment is on demand.

Said organ shall not become a part of the realty, and shall not be removed from the above address, by party of the second part until paid in full unless the party of the second part first obtains written consent of the party of the first part or its assigns.

The party of the second part agrees to pay to the order of the Wicks Organ Company in the following described manner: 20 percent.

(\$ 12,237.54) upon signing of this contract

(\$ 18,356.31) when instrument is ready for shipment

(\$ 30,593.85) covered by monthly notes over two year period at 15% simple interest

All deferred payments to be covered by notes bearing (15%) percent interest per annum from date of installation until paid.

If the party of the second part fails to make any of the said payments as specified herein, then said party of the first part, or its assigns, at its or their option, may declare the entire sum remaining unpaid herein to be immediately due and payable and in such event the party of the second part agrees to return said organ to said party of the first part, or its assigns, on demand, and said party of the first part, or its assigns, may without notice or demand and without legal process enter into said premises and take possession of said organ, and all payments theretofore made shall be retained as liquidated damages and as a reasonable rental for the use of said organ and may also sue said party of the second part for said unpaid balance and the title to said organ shall become fully vested in said party of the first part.

It is further agreed by and between the parties hereto that this contract is contingent upon strikes, accident and other delays unavoidable beyond the control of the party of the first part.

In the event of war, or threatened strike, or governmental control of vital materials making the manufacture of pipe organs impossible, the Wicks Organ Company reserves the right to cancel this contract and refund the down payment to the purchaser.

Cable will be furnished for exact requirements up to 25 feet. — Additional cable to be billed separately.

THIS CONTRACT IS NOT BINDING UNTIL SIGNED BY AN OFFICER OF THE WICKS ORGAN COMPANY, HIGHLAND, ILLINOIS.

Witness our hand and seal, at Highland, Illinois, this 1st day of October A.D. 1982

ALBERT W. BILGEN
Purchaser:
By Albert W. Bilgen

Martin M. Wicks (Pres)
THE WICKS ORGAN COMPANY
By

Note. All changes or additions not covered by this agreement should be incorporated before agreement is signed. Be sure that everything as agreed upon is placed in the contract to prevent possible misunderstandings.