C
O
P
Y

4 94 5

By Invitation Member

Emblem of BUSINESS CHARACTER
Rice Leaders of the World Association
Represents High Standing in NAME-PRODUCT-POLICY

This Agreement of Lease,

Made this ....10th..... day of ..December....., A. D., 192.8....., by and between **M. P. MOLLER, Inc.,** of Hagerstown, Maryland, party of the first part, as Lessor and hereinafter called "Builder", and

.....Joseph M. Shverha.....

....., of

....., party of the second part, as Lessee and hereinafter so-called.

WITNESSETH

FIRST. That Builder hereby agrees to build for and deliver to the Lessee a pipe organ complete in every detail, according to the annexed specifications and details of construction hereby approved by Lessee and made a part of this agreement, and to erect the same in the

.....New Theatre in Columbia, Pa. now being built by Mr. Shverha.....

complete and ready for use on or before the.....1st..... day of .....March....., A. D., 192.9....., or as soon thereafter as possible in the event of delays beyond the control of the said builder.

SECOND. In consideration of the above the said Lessee hereby agrees to pay to M. P. MOLLER, Inc., or their order, a total rental of .Nine.thousand.dollars.($9,000.00)..

.....,

AS FOLLOWS:—$..... in cash or by check upon the signing of this agreement;

$..... in cash or by check when the organ parts are delivered to the building;

$..... in cash or by check when organ is completed and ready for service, and the residue of the said above reserved rent payable 5%-January 1st,1929; 5% when organ is completed and the balance in 36 equal monthly payments, with interest at rate of 6%.

with interest upon all deferred payments at the rate of six per cent per annum.

THIRD. The said Lessee further agrees that it will provide a suitable place in which to install the organ and sufficient foundation and support therefor; and that the building shall be in proper condition for the installation of the organ .....3..... weeks previous to the above mentioned date of completion, and further agrees that it will furnish, at its own expense, to Builder, all the necessary light, heat and power, and such a condition of quietness as may be required for the proper tone regulation and tuning of the organ, and that at all times it will protect Builder or its employees engaged in the installation of the organ from any molestation or interruption, and will allow them free access to the building at all necessary times for the proper installation of the organ.

FOURTH. The Lessee further agrees that it will, as the agent of the Builder, and for the benefit of itself, its successors or assigns, but at its cost, fully insure and keep the organ fully insured against loss by fire and its parts insured from the time that any of the parts are delivered in the building until the organ shall be paid for in full, in a company or companies to be selected by the Lessee, and the loss, if any, by fire, water, tornado or otherwise, shall be payable to Builder and Lessee as their respectvie interests may appear.

FIFTH. The Lessee further agrees that it will provide suitable foundation and enclosure for electric motor and blower, to do all wiring connected therewith and to install wind conductors between the blower and organ, 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 local regulations require the use of an automatic remote control motor starter, electrical conduits or other special equipment, they are to be furnished by the Lessee.

SIXTH. The Lessee further agrees to use the organ and all of its parts carefully and not suffer any other person, firm or corportion to have the custody or control of it, and that it will not sell or underlet or remove it or any of its parts from the above mentioned building, nor assign this agreement without the written consent of the Builder, its legal representative or assigns, which consent shall not be unreasonably withheld.

SEVENTH. The Lessee further agrees that if it shall become insolvent, or if the above payments shall not be fully made on or before the days stipulated, or if default is made in any of the said payments and interest thereon or in respect of any agreements or conditions on its part herein, then this agreement may at the option of Builder, its representative or assigns, be forfeited and ended upon written notice to Lessee, but Lessee shall have the right to correct any default within ten (10) days after the receipt of said notice, and Lessee, or its successors in interest agrees forthwith to deliver the said property to Builder, or will permit Builder, or its agents, to enter into or upon any premises where said organ may be, and, without let or hindrance, take the same together with the fixtures and appurtenances thereto belonging and included in this agreement, using such force as may be necessary, hereby releasing all errors and right of action that Lessee may have for such taking and waiving any right of action for trespass or damage therefor. It is further agreed that all money paid or payable to Builder prior to said re-possession shall be retained as rent or hire for the use of said property without abatement or reduction. It is further agreed by Lessee that it will at the expiration of the term for which said property was leased, return the same to Builder in as good order as when received, reasonable wear and tear and damage by accident fire, etc., excepted, subject, however, to the provision hereinafter stated relating to Lessee's right to ownership thereof. In the event that the builder shall remove the organ under this contract, the Lessee agrees to assume responsibility for all payments due to the date of such removal.

EIGHTH. The Builder agrees that the organ shall be built in the finest manner, first class in every detail and respect, and agrees to correct at his own cost and expense any defect in material or workmanship which may be brought to his attention within one year from date of installation of organ in the said theatre, but this shall not include tuning and ordinary maintenance of the organ.

NINTH. The Builder further agrees that the Lessee may have the organ examined immediately upon completion, in the presence of the Builder's representative, by any disinterested expert selected by the Lessee, and if said examination shows that the organ does not conform with the terms of this agreement, the Builder agrees to make such changes as will bring it in full conformity at his own cost and expense.

TENTH. The Builder agrees that the Lessee shall and may peaceably and quietly have, hold, use and enjoy the organ for the term of this lease, provided it shall and does faithfully pay the rent above reserved when due and payable as above, and perform and keep the covenants and agreements herein contained. The Builder further agrees that Lessee immediately upon payment of such sum as will with previous payments of rent amount to the above mentioned reserved rent, with interest upon any unpaid installment (and this Lessee may do either prior to or at the expiration of the term of this lease) shall be and become sole and unconditional owner in fee of the organ and any and all fixtures and appurtenances of whatsoever kind or nature belonging thereto free of any claims, liens or charges, and Builder, upon request of Lessee, will execute and deliver to Lessee, its nominee, legal representatives or assigns, a Bill of Sale thereto and therefor.

It is expressly understood and agreed by and between the said parties to this agreement that no title to said organ either legal or equitable shall vest in the Lessee except as Lessee

under this lease, until the terms of purchase as above provided have been complied with and the aforesaid Bill of Sale has been fully delivered by the said Builder.

ELEVENTH. It is mutually agreed that all representations, agreements and understandings whether oral or written are merged in this agreement and the specifications and details of construction attached hereto.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals this

..... day of..... A. D.,

in the year one thousand nine hundred and.....

In the presence of

M. P. Moller, Inc.
By E. O. Shulenberger, Sec'y ...Agent

Joseph M. Shverha.....(SEAL)

.....(SEAL)

.....(SEAL)

This Lease is not accepted until signed and sealed by M. P. MOLLER, Inc., at Hagerstown, Maryland.

M. P. Moller, Inc.,
By E. O. Shulenberger, Sec'y

(Acknowledgment for Individual of Partnership)

State of .....
City of ..... } ss:—
County of .....

On the..... day of .....

in the year nineteen hundred and .....,

before me personally came .....

.....,

to me known and known to me to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

(Acknowledgment for Corporation)

State of .....
City of ..... } ss:—
County of .....

On the..... day of .....

in the year nineteen hundred and .....,

before me personally came .....

.....,

to me known, who, being by me duly sworn, did depose and say, that he resided in.....

.....,

that he is the ..... of .....,

the corporation described in, and which executed the foregoing instrument; that he knew the corporate seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of ..... of said corporation, and that he signed his name thereto by like order.

THIS AGREEMENT OF LEASE, Made this ...10th.....day of December, A.D.,1928, by and between M. P. MOLLER, INC., of Hagerstown, Maryland party of the first part, as Lessor and herinafter called the Builder and .....

JOSEPH M. SHVERHA

party of the second part, hereinafter called the Lessee.

W I T N E S S E T H

FIRST. That the party of the first part hereby agrees to build for and deliver to the Lessee an organ after and according to the annexed specifications and details of construction hereby approved by the Lessee and made a part of this contract, and to erect it in ----------

New Theatre in Columbia, Pa.- now being built by Mr. Shverha

ready for use, on or before the 1st day of MARCH A. D., 1929. or as soon thereafter as possible in the event of delays beyond control of builder, according to the following conditions and covenants;

(a) In consideration of the above, the party of the second part hereby agrees to pay to M. P. MOLLER, INC., or his order, a total rental of

NINE THOUSAND DOLLARD ($9,000.00)

AS FOLLOWS:- $_____in cash upon signing this agreement$_____ when organ parts are delivered to building:$_____in cash when said organ is completed and ready for service, and the residue of the said above reserved rent

5% - January 1st, 1929; 5% when organ is completed and the balance in 36 equal monthly payments, with interest at the rate of 6%.

with interest upon all deferred payments at the legal rate per annum.

(b) The Lessee hereby agrees that it will provide a suitable place or places in which to install the organ and sufficient foundations and supports therefore; and that the building shall be in a proper condition for the installation of the organ 3 weeks previoud to the above mentioned date of completion, and further agrees that it will furnish, at its own expense, to the Builder all the necessary light, heat and power, and such a condition of quietness as may be required for the proper tone regulation and tuning of the organ, and that at all times it will protect the Builder or his employees engaged in the installation of the organ from any molestation or interruption and will allow them free access to the building at all necessary times with suitable conveniences, conditions and opportunities for the proper installation of the organ.

(c) The Lessee hereby agrees that it will, as the agent of the said M. P. MOLLER, Inc., and for the benefit of himself, his successors or assigns, but at its cost, fully insure and keep the said organ fully insured, and its parts insured from the time that any of the parts are delivered in the building until the said organ shall be paid in full, in such companies and for such an amount as shall be satisfactory to the said Builder, and the loss, if any, by fire, water, tornado or otherwise, shall be payable to the Builder as his interest may appear, and shall be collected and received by him.

(d) If electric motor is included in specifications the Lessee agrees to provide suitable foundation and enclosures when necessary for the motor and blowing apparatus, to do all wiring connected therewith and to install wind conductor between blower and organ, 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 local regulations require the use of an automatic remote control motor starter, electrical conduits or other special equipment, they are to be furnished by the Lessee.

(e) The Lessee agrees that it will use said organ and all of its parts carefully and will not suffer any other person, firm or corporation, to have t the custody or control of it, and that it will not sell or underlet or remove it or any of its parts from the above mentioned building, nor assign this contract without the written consent of the Builder, his legal representative or assigns.

(f) The Lessee further agrees that if any judgement at law shall be obtained against it, or if bankruptcy proceedings shall be instituted by it, or if it shall become insolvent, or if the above payments shall not be fully made on or before the day stipulated, or if default is made in any of the said payments with interest thereon or in respect of any agreements or condition on its part herein, then this agreement may at the option of the Builder, his representative or assigns, be forfeited and ended upon five days notice to the Lessee, and the said Lessee, or its successors in interest agrees forthwith to deliver the said property to said Builder, or will permit the said Builder, or it agents, to enter into or upon any premises where said organ may be, and , without let or hindrance, take the same together with the fixtures and appurtenances thereto belonging and included in this lease, using such force as may be necessary for the taking thereof, hereby releasing all errors and right of action that said Lessee may have for such forcible taking and waiving any right of action for trespass or damage therefore. It is further agreed that all money paid or payable to said Builder prior to said re-possession shall be retained as rent or hire for the use of said property without abatement or reduction. It is further agreed by the said Lessee that it will at the expiration of the term for which said p property was leased, return the same to the said Builder in as good order as when received, reasonable wear and tear excepted.

SECOND: The Builder agrees that the organ when completed shall be first class in every respect and agrees to correct defects in material or workmanship that may be brought to his attention within one year from date of completion, without cost to the Lessee, but this shall include tuning or ordinary care and maintenance of the organ.

THIRD: The said Builder agrees that said Lessee shall and may peaceably and quietly have, hold and enjoy the property above described for the term of this lease, provided it shall and does faithfully pay the rent above reserved when due and payable hereunder and perform and keep the covenants and agreements herein contained. Said Builder further agrees that if, at or before the expiration of the term of this lease, the said Lessee, or its legan representatives or assigns shall wish to purchase said organ, the Builder will make and deliver to the Lessee, or said representatives or assigns a Bill of Sale thereof upon payment of such sum as will with previous payments of rent amount to the total sum of the above mentioned rent reserved with interest.

It is expressly understood and agreed by and between the said parties to this agreement that no title to said organ either legal or equitable shall vest in the Lessee except as Lessee under this lease, until the term of purchase as above provided have been complied with and the aforesaid Bill of Sale has been fully delivered by the said Builder.

FOURTH: It is mutually agreed that all representations, agreements and understandings whether oral or written, are merged in this contract, and the specifications and details of construction attached hereto.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals this _____ day of _____ A.D., in the year one thousand nine hundred and _____

In the presence of

_____ Agent

JOSEPH M SHVERHA (SEAL)

_____ (SEAL)

_____ (SEAL)

This Lease in not accepted until signed and sealed by M. P. MOLLER, Inc., at Hagerstown, Md.

(Acknowledgment for Individual of Partnership)

State of----------)
City of----------) ss:-
County of ----------)

On the _____ day of _____ in the year nineteen hundred and _____ before me personally came _____

_____

to me known and known to me to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

(Acknowledgment for Corporation)

State Of----------)
City of----------) ss:-
County of ----------)

On the _____ day of _____ in the year nineteen hundred and _____ before me personally came _____

_____

to me known, who, being by me duly sworn, did depose and say, that he resided in _____

that he is the _____ of _____

the corporation described in, and which executed the foregoing instrument; that he knew the corporate seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of _____ of said corporation, and that he signed his name thereto by like order.

SPECIFICATIONS
of

THREE MANUAL
MOLLER DELUXE THEATRE ORGAN

MANUALS: Compass CC to C, 61 Notes.
PEDALS: Compass CCC to G, 32 Notes
ACTION: Moller's Unit Electric.
CONSOLE: Detached
Stops controlled by colored Stop Keys in Circle.

A N A L Y S I S

Left Chamber

A	16'	Tibia Clausa	97 Pipes
B	16'	Viole D'Amour	97 "
C	8'	French Trumpet	73 "
D	8'	Kinura	73 "
E		Chimes	20 Bells
F		Orchestral Bells	37 Bars
G		All drums and traps (Bass drum & Cymbal a separate unit)	

Right Chamber

H	16'	Bourdon	97 Pipes
I	8'	Diapason	73 "
J	8'	Viole D'Orchestre	85 "
K	8'	Viole Celeste	85 "
L	16'	Tuba Harmonic	85 "
M	8'	Vox Humana	73 "
N		Xylophone	49 Bars

SOLO ORGAN

1	8'	Diapason Phonon	73 Notes
2	8'	Tibia Clausa	73 "
3	8'	Orchestral Flute	73 "
4	8'	Violas II Rks	73 "
5	8'	Violas III Rks	73 "
6	4'	Solo Piccolo	73 "
7	4'	Violins II Rks	73 "
8	4'	Violins III Rks	73 "
9	2-2/3'	Tibia Twelfth	61 "
10	2'	Whistle	61 "
11	16'	Tuba Profunda	73 "
12	8'	Tuba Harmonic	73 "
13	8'	French Trumpet	73 "
14	8'	Kinura	73 "
15	8'	Vox Humana	73 "
16	4'	Kinura	61 "
17		Chimes	20 "
18		x Xylophone - (Repeat Stroke)	61 "
19		Glockenspiel(Single Stroke)	61 "
20		x Orchestral Bells(Repeat Stroke)	61 "
	8'	Harp Celeste(Stop Key only &contact slide in relay)	
		Two Blank Stop Keys with contact slided in relay	

GREAT ORGAN

21	16'	Cantra Tibia	61 Notes
22	16'	Bourdon	73 "
23	16'	Bass Viole	73 "
24	8'	Diapason Phonon	73 "
25	8'	Orchestral Flute	73 "
26	8'	Tibia Clausa	73 "
27	8'	Viole d'Orchestre	73 "
28	8'	Viole Celeste	73 "
29	8'	Viole d'Amour	73 "
30	4'	Flute	73 "
31	4'	Violin	73 "
32	4'	Violins II	73 "
33	4'	Viole	73 "

GREAT ORGAN (Cont.)

34	4'	Solo Piccolo 73	Notes
35	2-2/3'	Nazard Viole 61	"
36	2-2/3'	Tibia Twelfth 61	"
37	2'	Whistel 61	"
38	2'	Viole Fifteenth 61	"
39	2'	Piccolo 61	"
40	1-3/5'	Tierce 61	"
41	1'	Fife 61	"
42	16'	Tuba Profunda 73	"
43	8'	Tuba Harmonic 73	"
44	8'	French Trumpet 73	"
45	8'	Kinura 73	"
46	8'	Vox Humana 73	"
47	8'	Orchestral Oboe 61	"
48	8'	Saxaphone 61	"
49	4'	Cornet 61	"
50	4'	Kinura 61	"
51	4'	Vox Humana 61	"
52		Chimes 20	"
53		x Xylophone .....(Repeat Stroke) 61	"
54		Xylophone .....(Single Stroke) 61	"
55		x Orchestral Bells - (Repeat Stroke) 61	"
56		Glockenspiel .....(Single Strole) 61	"
	8'	Harp Celeste-(Stop Key &contact slides in relay)	
	4'	Harp Celeste-(" " " " " ")	
		Two Blank Stop Keys and contact slides in relay)	

SECOND TOUCH

57	8'	Tibia Clausa 61	Notes
58	8'	Gellos II Rks 61	"
59	16'	Tuba Profunda 61	"
60		Solo to Great 8' Coupler	

ACCOMPANIMENT ORGAN

61	16'	Bourdon 73	Notes
62	16'	Bass Viole 73	"
63	8'	Diapason Phonon 73	"
64	8'	Tibia Clausa 73	"
65	8'	Viole d'Orchestre 73	"
66	8'	Viole Celeste 73	"
67	8'	Viole d'Amour 73	"
68	8'	Orchestral Flute 73	"
69	4'	Flute 73	"
70	4'	Violin 73	"
71	4'	Violins II 73	"
72	4'	Viole 73	"
73	4'	Solo Piccolo 73	"
74	2-2/3'	Tibia Twelfth .....(Switch only).....	
75	2-2/3'	Twelfth 61	"
76	2-2/3'	Nazard Viole 61	"
77	2'	Whistle 61	"
78	2'	Viole Fifteenth 61	"
79	2'	Piccolo 61	"
80	1-3/5'	Tierce 61	"
81	1'	Fife 61	"
82	16'	Vox Humana 61	"
83	8'	Tuba Harmonic 73	"
84	8'	French Trumpet 73	"
85	8'	Kinura 73	"
86	8'	Vox Humana 73	"
87	8'	Orchestral Oboe 73	"
88	8'	Saxaphone 73	"
89		Chimes 20	"
90		x Xylophone .....(Repeat Stroke) 61	"
91		Xylophone .....(Single Strole) 61	"
92		x Orchestral Bells ...(Repeat Stroke) 61	"
93		Glockenspiel .....(Single Stroke) 61	"
	8'	Harp Celeste(Stop Key & contace slide in relay)	
	4'	Harp Celeste. " " " " " "	
		x Snare Drum Roll - (Three Strikers)	
		Snare Drum Tap	
		x Muffled Drum Roll	
		x Chinese Block Tap	
		Chinese Block Tap	

Tom Tom
x Castinets
x Tambourine
Two Blank Stop Keyw and contact slides in realy.

SECOND TOUCH

94	8'	Tibia Clausa	61 Notes
95	8'	Diapason Phonon	61 "
96	8'	Tuba Harmonic	61 "
97	8'	French Trumpet	61 "
98		Glockenspiel (Single Stroke)	61 "
99		Solo to Accompaniment 8' Coupler	

PEDAL ORGAN

100	32'	Acoustic Bass	32 Notes
101	16'	Bass	32 "
102	16'	Viole	32 "
103	16'	Bourdon	32 "
104	8'	Diaphonic Diapason	32 "
105	8'	Tibia Clausa	32 "
106	8'	Cello II Rks	32 "
107	8'	Viola	32 "
108	4'	Violins II Rks	32 "
109	4'	Flute	32 "
110	16'	Tuba Profunda	32 "
111	8'	Tuba Harmonic	32 "

Two Blank Stop Keys with two contact slides in relay.

SECOND TOUCH

112	32'	Acoustic Bass	32 Notes

Solo to Pedal 4' Coupler
Bass Drum
Cymbal
x Kettle Drum
Slap Sticks

COUPLERS

114	Solo to Solo 4'
115	Great to Great 4'
116	Solo to Great 8'
117	Accompaniment to Accompaniment 4'
118	Great to Pedal 8'
119	Solo to Pedal 8'
120	Accompaniment to Pedal 8'
121	Great to Solo 4-4/7')
122	Great to Solo 5-1/3') (Not affected by combinations or Crescendo
123	Great to Solo 6-2/5')

EFFECTS
(by spring Stop Keys over Solo)

Song Birds	Door Bell
Ford Horn	Slap Sticks
Siren	Steamboat Whistle

Two Blank Stop Keys

FOOT LEVERS AND ADDITIONAL TRAP CONTROLS

Grand Crash Wind effect (for surf effect also)
Cymbal
Grand Cymbal (Large)
Thunder Soft Roll (Graduated)
x Thunder Crash (first touch, roll; second touch, crash) (graduated
Triangle
x Chinese Gong (repeating first touch; single second touch 3strikers
x Persian Cymbal (repeating 1st touch; single 2nd touch 2 strikers
x Sleigh Bells (Reversible)
Sforzando Pedal (Reversible) (Green light)
Harp Dampers "Off" (Reversible) (Yellow light)-concole only.

TREMOLOS
(Engraved Vibrato)

Tibia
Main, left side
Main, right side
Vox Humana

ADJUSTABLE COMBINATIONS

(These pistons are adjustable and set from the bench)
Six pistons and cancel affecting Great 2nd touch pedal
Six pistons and cancel affecting Solo 2nd touch pedal
Six pistons and cancel affecting Accompaniment 2nd touch pedal
Six pistons and cancel affecting pedal
Six pistons and cancel affecting Full Organ

MECHANICALS

Sforzando Pedal(reversible) pistons under great manual
Trap cancel piston-moves stop keys
Vibrato cancel piston (Cancelling all Tremolos)-moves stop keys.
Coupler cancel piston-moves stop keys
"On" and "Off" drum pistons (Snare Drum on Accompaniment, Bass Drum and Cymbal Pedal Organ)(White light) reversible

GENERAL ACCESSORIES

X Balanced Expression Pedal right[x]
x Balanced Expression Pedal, left[x]
x Crescendo Pedal and red light[x]

Electric push button for attendant
Electric push button for Operator's Booth, also pedal stud.
Generator test lamp(natural light)
Electric lights for stop keys and pedal board
Disk swell pedal indicators, red and white.
Stop Keys in circle, colored, open type unit console, no roll top
Organist's bench with adjustable back
Wide music rack
Circular Swell shoe board
Concave Pedal keys extended naturals
One blower and generator of ample capacity under any test.

x Silver round wire contact.