

COPY.

ORGAN # 3177.

This Agreement of Lease. Made this 21st day of April

A. D., 1921, by and between M. P. MÖLLER, of Hagerstown, Maryland, party of the first part, as Lessor and hereinafter called the Builder, and Fitzpatrick McElory Company, Inc. party of the second part, hereinafter called the Lessee.

WITNESSETH

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 The Liberty Theatre, Main Street, Benton Harbor, Mich.

ready for use, on or before the 15th day of November A. D., 1921, 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. MÖLLER, or his order, a total rental of Six Thousand (\$6,000.00) Dollars

~~AS FOLLOWS: \$600.00 in cash upon signing this agreement; \$900.00 in cash when said organ is completed and ready for service and the residue of the said above reserved rent~~

~~AS FOLLOWS: \$600.00 in cash upon signing this agreement; \$900.00 when organ is delivered; \$600.00 when organ is installed, balance \$3,900.00 to be paid in twenty four monthly installments of \$162.50 each~~

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 five weeks previous 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. MÖLLER, 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 for 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 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.

West Englewood Trust & Savings Bank

(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 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 judgment at law shall be obtained against it, or if bankruptcy proceedings shall be instituted by it, or against 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 representatives 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 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 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 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 not 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 legal representatives or assigns, shall wish to purchase said organ, the Builder will make and deliver to said 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 terms 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.

FIFTH: The Builder is not responsible for delay in the delivery of this instrument or any part thereof, caused by the transportation companies, or by reason of strikes or from any other cause beyond his control.

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

In the presence of

.....G. W. Ford..... Agent

Fitzpatrick McElroy Co.(SEAL)

.....(SEAL)

.....(SEAL)

This Lease is not accepted until signed and sealed by M. P. MÖLLER, at Hagerstown, Md.

(Acknowledgment for Individual of Partnership)

State of.....
City of.....
County of.....

} ss:—

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... Illinois.....
City of... Chicago.....
County of... Cook.....

} ss:—

On the.....23rd.....day of.....April.....in the year nineteen hundred
and...twenty-one.....before me personally came...Fred. C. Brincken.....

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

that he is the.....Secretary.....of...Fritzpatrick McElroy Co.,.....
the corporation described in, and which executed the foregoing instrument; that he knew the cor-
porate 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 Trustees.....of said corporation, and that he
signed his name thereto by like order.

M. P. MÖLLER Organ Factory

3177

Pipe Organ No. 3177 Date April 21, 1921. 192

For Liberty Theatre, Benton Harbor, Mich.

Action Elec. Width of Key-bed _____

Great Chest, Length _____ Width _____

Swell Chest, Length _____ Width _____

Choir Chest, Length _____ Width _____

Pedal Chests, _____

Bellows, Length _____ Width _____ Feeders _____

Casing of No Casing. Finish _____

Decorations No Display Pipes Motor Elec.

To be finished in Church Nov. 15, 1921.

Remarks Stop Keys. Detached Console. Duplex Chest.

SPECIFICATIONS:

Purchaser furnishes wind conductor. 5" WIND

GREAT ORGAN

1	8"	Open Disapason.....	61 Pipes	220
2	8"	Violincello.....	73 "	465
3	8"	Claribella.....	73 "	
4	4"	Flute Traverso.....	61 Notes	260
5	8"	Viole D ¹ Orchestre.....	73 Pipes	
6	4"	Violin.....	61 Notes	27.50
7		Cathedral Chimes.....	20 Bars	440
8	16"	Bass Clarinet.....	61 Notes	27.50

ORCHESTRAL ORGAN

9	16"	Bourdon.....	97 Pipes	257.50
10	8"	Gedeckt.....	61 Notes	
11	4"	Orchestral Flute.....	61 "	
12	2-2/3"	Twelfth.....	61 "	200
13	2"	Piccolo.....	61 "	
14	1-1/3"	Tercena.....	61 "	
15	8"	Tuba.....	73 Pipes	260
16	4"	Clarion.....	61 Notes	
17	8"	Clarinet.....	73 Pipes	260
18	8"	Viole D ¹ Orchestre.....	61 Notes	
19	8"	Vox Humana.....	61 Pipes	220
20		Concert Harp.....	37 Notes	
21		Glockenspiel.....	37 "	170
22		Orchestral Bells.....	25 "	

PEDAL ORGAN

23	16"	Bourdon.....	32 Pipes	220
24	16"	Gedeckt.....	32 Notes	150
25	8"	Flute.....	32 "	25
26		Thunder Sheet..(Operated by Pedal Stud)		110

COUPLERS

27	Great to Pedal			
28	Orchestral to Pedal			86.50
29	Orchestral to Great			112.50
30	Orchestral to Great 4"			
31	Orchestral to Great 16"			4146.50
32	Orchestral 4"			1251.27
33	Orchestral 16"			5597.77
34	Great 4"			540
35	Great Unison Separation			5057.77
36	Orchestral Unison Separation			

Also 9 to
 5057.77
 4942.23
 235.56

ADJUSTABLE COMBINATIONS

(Operated by pistons placed under respective manuals.)

Pistons No. 1-2-3-4 Affecting Great & Pedal Stops
Pistons No. 1-2-3-4 Affecting Orchestral & Pedal Stops.

PEDAL MOVEMENTS

- 1 Great to Pedal Reversible
- 2 Balanced Swell Pedal
- 3 Grand Crescendo Pedal
- 4 Sforzando Pedal

MECHANICALS

Tremulant
Crescendo Indicator
Wind Indicator

FURNISHED WITH ORGAN

Organ Bench with Music Shelf.
Electric Motor blower and generator.