

THIS AGREEMENT made and entered into by and between the WICKS ORGAN CO. of Highland, Madison County, Illinois,

hereinafter called the party of the first part, and Friedens Lutheran Church,

Hegins,

Name of purchaser,

City or Town

County

State

hereinafter called the party of the second part, Witnesseth:

The party of the first part for and in consideration of the sum of Dollars,

Twenty Nine Hundred & Fifty Dollars,

\$ 2950.00 Dollars,

of Delivered, agrees to furnish and install for the party of the second part, an organ in accordance with the attached plans and specifications and which are a part of this agreement, in building known as the

Friedens Lutheran Church,

Name of Building

Pa., Street and Number

in Hegins,

City or Town

County

State

said organ to be ready for use on or before As soon as possible, 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.

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 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.

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.

THE PARTY OF THE SECOND PART FURTHER AGREES TO INSTALL, UNDER SUPERVISION OF THE PARTY OF THE FIRST PART, THE GALVANIZED PIPE (FURNACE PIPE) FROM THE BLOWER TO THE ORGAN PROPER. ALSO INSTALL ALL WIRING, SWITCHES, REMOTE CONTROLS, CONNECTING THE MOTOR AND THE LIGHTS IN THE ORGAN AND CONSOLE TO THE POWER SERVICE LINE, THE CONTROL LINE TO THE CONSOLE AND THE GENERATOR LINE TO THE ORGAN AND CONSOLE TERMINALS.

The party of the second part further agrees to carry both fire and tornado insurance, covering the said organ, 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 or parts thereof, said insurance to be issued and placed in the possession of the party of the first part immediately after 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. 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 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, this guaranty does not include tuning, cleaning, or any repairs or imperfections caused by natural wear and tear; nor does said guaranty include defects or imperfections in electric motors, generators and rectifiers, which are guaranteed by the manufacturers for one year.

The party of the second part further agrees to inspect and examine said organ immediately upon its complete installation and when notified by the party of the first part or its representative, that such inspection or examination is desired, and, if said organ has been properly installed in accordance with this agreement, and every part thereof, the party of the second part will immediately make payment in the manner and at the time prescribed herein, to the authorized representative of the party of the first part.

Said organ shall not become a part of the realty, and shall not be removed from the above address, unless the party of the second part first obtains 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: Ten (10)

percent of the contract price or Two Hundred & Ninety Five Dollars, upon the signing of this contract,

Balance of Twenty Six Hundred & Fifty Five Dollars,

on completion of installation of organ.

All deferred payments to be covered by notes bearing () percent interest per annum from 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, accidents and other delays unavoidable or beyond the control of the party of the first part

Witness our hand and seal, at Highland, Illinois, this thirteenth day of August A. D. 1939

WICKS ORGAN CO.

By [Signature] Officer

Title

Friedens Lutheran

Purchaser

By [Signature]

COMMITTEE

[Signature]

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.

THIS CONTRACT IS NOT BINDING UNTIL SIGNED BY AN OFFICER OF THE WICKS ORGAN CO., AT HIGHLAND, ILL.