

Geo. Kilgen & Son, Inc.,

St. Louis, Mo.

Organ Contract

THIS AGREEMENT, made and entered into in the City of St. Louis, Missouri, this 17th day of April, 19 30, by and between Geo. Kilgen & Son, Inc., of St. Louis, Missouri, Organ Builders, hereinafter called the Party of the First Part, and ST. PAUL'S EPISCOPAL CHURCH, LYNCHBURG, VIRGINIA, BY ITS AUTHORIZED OFFICERS - - - - -

hereinafter referred to as Party of the Second Part, whereby the parties hereunto, in consideration of the mutual covenants and conditions hereinafter set forth, do promise and agree as follows:

1. The Party of the First Part will build and install in premises of St. Paul's Episcopal Church, Seventh and Clay Streets, Lynchburg, Virginia.

a pipe organ, according to specifications marked "Special A"

within Four months after the Party of the First Part, at its home office in St. Louis, Missouri, has received in writing information pertaining to the electric service used in the building, kind of wood and color of finish, and after the Organ Factory's drawings have been O. K.'d by Party of Second Part (and subject also to the condition that no change be made in the specifications after the execution of this contract), or as soon thereafter as conditions will permit; provided, however, that the time shall not be considered the essence of this contract, and provided further that any delays beyond the control of the Party of the First Part shall not be considered a breach thereof.

2. Party of the Second Part shall have said building in a suitable condition to receive said pipe organ, and for the erection of the organ Six weeks next prior to the time set for the completion of the organ in said building, and will notify Party of the First Part in writing when building is in such condition.

3. Party of the Second Part further agrees that they will give the Party of the First Part undisturbed possession of the building for a period of Fourteen days next previous to the completion of said organ, for the purpose of tone, regulation and tuning.

4. Party of the Second Part shall receive such pipe organ F. O. B. St. Louis, Missouri, and pay to Party of the First Part the sum of Twelve Thousand Dollars and old Moller 3-manual organ

- \$ 1,200.00 in cash on ~~XXXXXX~~ or before June 1, 1930 by Party of the Second Part.
- \$ ~~XXXXXX~~ in cash on presentation of Bill of Lading.
- \$ ~~XXXXXX~~ in notes on presentation of Bill of Lading.
- \$ 10,800.00 in cash on installation of said organ ready to play.

~~XXXXXX~~ Party of the First Part reserves the right to discard any or all of the pipes in the old organ, or use any of said pipes that in their judgment may be revoiced and reconditioned to equal the standard and quality of workman ship of organs of Party of the First Part. The chests, console, and other parts of the old organ are not to be used, and, as stated above, they become the property of the Party of the First Part to destroy or dispose of as they may see fit.

FIRST PART

5. Freight, drayage and hoisting to be paid in cash by Party of the ~~Second Part~~ on presentation of bill of lading, ~~XXXXXX~~

First

6. The Party of the ~~Second~~ Part further agrees that he will build and finish the interior of the organ chambers according to the specifications of the Party of the First Part, ~~XXXXXX~~ and Party of the Second Part further agrees to furnish heat, light and electric power to supply the wind for the use of the workmen in erecting and tuning said organ. ~~XXXXXX~~

7. Party of the Second Part will care for said organ and will insure the same for the value thereof, PAYABLE to the Party of the First Part as its interests may appear. Said insurance to be obtained and delivered immediately to the Party of the First Part as soon as the parts of said organ arrive at destination; and the Party of the Second Part further agrees to protect said property against injury and improper use. Risk of damage or loss by fire is hereby assumed by the Party of the Second Part.

8. The said organ, its appurtenances and attachments, shall be and remain personal property, and shall not be deemed in any wise to form a part of the realty.

9. It is further agreed that in the event of the failure of the Party of the Second Part to pay the said purchase price or any part thereof, as herein provided, when the same shall become due and payable, then the Party of the First Part may enter into the premises and into the house and buildings occupied by the Party of the Second Part, or other premises or place or places where the said property is or may be located, and take possession of and remove such property therefrom, with or without legal process, and in such case it is expressly agreed that such Party of the First Part may retain all moneys previously paid, as and for compensation for the use of such property by such Party of the Second Part.

10. The Party of the First Part undertakes to replace or repair any parts of the instrument that may fail through defective workmanship or material for a period of two years from date of installation free of charge and for twenty-eight years thereafter, ~~provided, however, that no repair work has been done on said organ without the written consent of the Party of the First Part; this guarantee does not include or refer to tuning or regulating.~~ provided, however, that no repair work has been done on said organ without the written consent of the Party of the First Part; this guarantee does not include or refer to tuning or regulating.

11. Party of the First Part reserves the right to demonstrate organ at any reasonable time.

12. Notice is hereby given that no oral contract or agreement contrary to any of the terms and conditions of the foregoing has been made, and that none other than the duly authorized officers of the Party of the First Part may vary the terms of this agreement.

13. This contract is to be construed according to the laws of the State of Missouri, and is not binding upon the Parties of the First Part until executed by its President, Vice-President or Treasurer, at its home office in St. Louis, Missouri, and attested by the Secretary of said Company under its official seal. **The letter attached from the Party of the First Part dated 4/11-30 is a rider to and part of this contract.**
However, this contract shall be binding upon the Party of the Second Part from and after the date of its execution by the Party of the Second Part, unless the Party of the First Part refuses to accept said contract within a period of twelve (12) days from the execution thereof by the Party of the Second Part.

14. IN WITNESS WHEREOF, we have hereunto set our hands and seals this day and year first above written.

Geo. Kilgen & Son, Inc.

Signature of Purchaser:

St. Paul's Episcopal Church
of
Lynchburg, Va.
by H. M. Davis, (Wardens
C. S. Hutter)

Party of the Second Part

By Chas C. Kilgen, Jr.
~~President~~ Treasurer,
Party of the First Part.

Attest:

Eugene R. Kilgen
Secretary.

Attest:

Secretary.

Salesman Geo. J. Bohan