

C O P Y.

ORGAN #3389.

This Agreement of Lease, Made this 22nd day of May

A. D., 1922, by and between M. P. MÖLLER, INC., of Hagerstown, Maryland, party of the first part, as Lessor and hereinafter called the Builder, and

Palace Theatre, Ft. Wayne
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

Palace Theatre, Ft. Wayne
ready for use, on or before the 15th day of September A. D., 192 2,
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. MÖLLER, INC., or his order, a total rental of Ten Thousand Dollars
(\$10,000.00)

AS FOLLOWS:—\$ 1,500.00 in cash upon signing this agreement: \$ 1,500.00 when organ parts are delivered to building: \$ 1,000.00 in cash when said organ is completed and ready for service, and the residue of the said above reserved rent to wit; \$6000.00 in twenty
(20) equal monthly payments of \$300.00 each, payable one
each month after installation

with interest upon all deferred payments at the legal rate per annum. being 6%

(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 two 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, 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 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 founda-

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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 founda-
tion 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 fur-
nished by the Lessee.

Tri State Loan & Trust Co.

Pay LeHaise same rate commission as Kokomo, Ind. and
Fort Wayne Church, E. O. S.

JUN 1 1922

(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

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.

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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.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals this
..... 22nd day of May A. D., in the year one thousand nine
hundred and twenty two

In the presence of

..... Louis C. Labaie Agent
..... Palace Theatre, (SEAL)
..... Fort Wayne (SEAL)
..... F. E. Stouder, Pres (SEAL)

This Lease is not accepted until signed and sealed by M. P. MÖLLER, INC., 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
City of
County of
} ss:—

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
.....

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State of.....
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On the.....day of.....in the year nineteen
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State of.....
City of.....
County of.....

} ss:—

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 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.....of said corporation, and that he
signed his name thereto by like order.

M. P. MÖLLER Organ Factory

Pipe Organ No. 3389 Date May 22, 1922
 For Palace Theatre, Ft. Wayne, Ind.
 Action Elec. Console _____
 Casing of no casing console cherry or Birch Finish _____
 Decorations none Motor Elec.
 Width of Key-bed _____ Stop Controls Stop Keys.
 No. Manuals Three Wind Pressure 8"
 To be completed Sept. 15, 1922 Blower pipe furnished by Theatre

SPECIFICATIONS:

GREAT ORGAN

1	16'	Violin Diapason.....Tenor C.....	73 Pipes
2	8'	Open Diapason.....Scale 39.....	85 "
3	8'	Viol D'Orchestre. (Small scale low C 1-3/8 or 1 1/2" and very stringy	73 "
4	8'	Doppel Flöte.....	73 "
5	4'	Octave.....From #2.....	73 Notes
6	4'	Zart Flute.....From #16.....	61 "
7	2-2/3'	Twelfth.....	61 Pipes
8	2'	Piccolo.....From #19.....	61 Notes
9	3 Rks.	Mixture..... From #16-18-19.....	61 "
10	8'	French Horn.....(Reed).....	73 Pipes
11	4'	Octave Horn.....From #10.....	61 Notes
12	16'	Bass Clarinet..Tenor C, From #22.....	61 "
13		Cathedral Chimes.....	20 "
		Snare Drum	

ORCHESTRAL ORGAN

14	8'	Violin Diapason....From #1.....	73 Notes
15	8'	Horn Diapason.....(Synthetic).....	73 "
16	8'	Quintadena.....	73 Pipes
17	8'	Viol D'Orchestre.....From #3.....	73 Notes
18	8'	Viol Celeste..Tenor C. (Small scale low C 1-3/8 or 1 1/2" and very stringy	73 Pipes
19	4'	Flute Harmonic(Ex.Large & Brilliant).	73 "
20	8'	Orchestral Oboe.....	73 "
21	16'	Fagotto.....Tenor C, From #20.....	61 Notes
22	8'	Clarinet.....	73 Pipes
		Orchestral Bells.....	25 Notes
		Concert Harp.....	37 "
		Glockenspiel.....	37 "
		Tremulant	

SOLO ORGAN

23	8'	Gross Flute (Big) Tibia true Ped. Open extension.....	85 Pipes
24	8'	Concert Flute.....	73 "
25	8'	Gemshorn.....	85 "
26	8'	Violincello.....	73 "
27	4'	Flute Ouverte...Tenor G. From #23....	53 Notes
28	4'	Gemshorn.....Tenor G. From #25....	53 "
29	8'	Tuba.....	73 Pipes
30	16'	Bass Tuba.....Tenor C, From #29....	61 Notes
31	8'	Vox Humana.....	73 Pipes

Casing of None Finish Elec.
 Decorations None Motor Elec.
 Width of Key-bed None Stop Controls Stopp Keys.
 No. Manuals Three Wind Pressure 8"
 To be completed Sept. 15, 1922 Blower pipe furnished by Theatre

SPECIFICATIONS:

GREAT ORGAN

1	16"	Violin Diapason.....Tenor C.....	73 Pipes
2	8"	Open Diapason.....Scale 39.....	85 "
3	8"	Viol D ^o Orchestre. (Small scale low C 1-3/8 or 1 1/2" and very stringy	73 "
4	8"	Doppel Flöte.....	73 "
5	4"	Octave.....From #2.....	73 Notes
6	4"	Zart Flute.....From #16.....	61 "
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		Concert Harp.....	37 "
		Glockenspiel.....	37 "
		Tremulant	

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28	4"	Gemshorn.....Tenor G. From #25....	53 "
29	8"	Tuba.....	73 Pipes
30	16"	Bass Tuba.....Tenor C, From #29....	61 Notes
31	8"	Vox Humana.....	73 Pipes
		Xylophone.....	25 Notes
		Tremulant	

PEDAL ORGAN

32	16'	Trombone..12" wind..From #29.... 32 Notes
33	16'	Open Diapason.....From #23.... 32 "
34	16'	Sub Bass..... 32 Pipes
35	16'	Gemshorn.....From #25.... 32 Notes
36	16'	Lieblich Gedeckt....From #34.... 32 "
37	8'	Violincello.....From #26.... 32 "
38	8'	Flute.....From #24.... 32 "
39		Thunder Effect (Operated by Pedal Stud Bass Drum & Cymbal

SPECIALTIES

40	Tom Tom
41	Tympani
42	Triangle
43	Bird Whistle
44	Train Whistle
45	Tambourine
46	Chinese Block
47	Surf
48	Crash
49	Siren
50	Castanets

COUPLERS

51	Solo to Great	60	Solo 4'
52	Solo to Great 4'	61	Solo 16'
53	Solo to Great 16'	62	Orchestral 4'
54	Orchestral to Great	63	Orchestral 16'
55	Orchestral to Great 4'	64m	Solo to Pedal
56	Orchestral to Great 16'	65	Orchestral to Pedal
57	Great 4'	66	Great to Pedal
58	Solo to Orchestral	67	Great to Pedal 4'
59	Orchestral to Solo		

MECHANICALS

68	Orchestral Tremulant
69	Solo Tremulant
	Crescendo Indicator

ADJUSTABLE COMBINATIONS

(Operated by pistons placed under respective manuals.)

Pistons No. 1-2-3-4-5-6	Affecting Orchestral
Pistons No. 1-2-3-4-5-6	Affecting Great
Pistons No. 1-2-3-4	Affecting Solo
Pistons No. 1-2-3	Affecting Pedal

Piston Couplers

Corresponding Orchestral and Solo Pistons to Great Pistons
Corresponding Pedal Pistons to Manual Pistons.

PEDAL MOVEMENTS

1	Great to Pedal Reversible
2	Orchestral to pedal Reversible
3	Balanced Solo Pedal
4	Balanced Orchestral Pedal
5	Grand Crescendo Pedal

Organ Bench with Music Shelf.

Concave Pedal

Electric Blower of ample capacity.

SPECIALTIES

40	Tom Tom
41	Tympani
42	Triangle
43	Bird Whistle
44	Train Whistle
45	Tambourine
46	Chinese Block
47	Surf
48	Crash
49	Siren
50	Castanets

COUPLERS

51	Solo to Great	60	Solo 4°
52	Solo to Great 4°	61	Solo 16°
53	Solo to Great 16°	62	Orchestral 4°
54	Orchestral to Great	63	Orchestral 16°
55	Orchestral to Great 4°	64	Solo to Pedal
56	Orchestral to Great 16°	65	Orchestral to Pedal
57	Great 4°	66	Great to Pedal
58	Solo to Orchestral	67	Great to Pedal 4°
59	Orchestral to Solo		

MECHANICALS

68	Orchestral Tremulant
69	Solo Tremulant
	Crescendo Indicator

ADJUSTABLE COMBINATIONS

(Operated by pistons placed under respective manuals.)

Pistons No. 1-2-3-4-5-6	Affecting Orchestral
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Pistons No. 1-2-3-4	Affecting Solo
Pistons No. 1-2-3	Affecting Pedal

Piston Couplers

Corresponding Orchestral and Solo Pistons to Great Pistons
Corresponding Pedal Pistons to Manual Pistons.

PEDAL MOVEMENTS

1	Great to Pedal Reversible
2	Orchestral to pedal Reversible
3	Balanced Solo Pedal
4	Balanced Orchestral Pedal
5	Grand Crescendo Pedal

Organ Bench with Music Shelf.

Concave Pedal

Electric Blower of ample capacity.

DETAILS

When Mr. Stouder and his organist looked over the various specifications they found that all of them specified atwelfth or Nazari and most of them had a Tierce 1-3/5. They insisted that they should have some of these (small) stops as they are very usefull in combination with others. I do not know the composition of the great Mixture but presume it is the 12th, 15th and 17th, if you could give them a separate stop key for each rank it would give them the effect desired, or you could take the 12th from the Quintadena or Doppel Floete.

The organ is to be set in two chambers one on each side of stage above boxes these chambers are large but the openings are small. It will require a large scale and high pressure to get the tone through the building. This Theatre seats over 2000 and has two large balconies. I asked for 8" wind pressure not only to get power but for promptness in speech. The organist here is a young man, a brilliant player and wants (ppp) he was almost sold on the Wurlitzer on account of the rapid action. I promised him a fast action.

The console is to be of cherry or birch finished dark red (will send sample). ~~Make~~ the keyboard and trimmings to be mahogany piano finish, swell keyboard declined or slanting towards great, choir keyboard inclined towards great. Color system of stop keys to be used and set in a circular form in the order of most unit organs. Couplers with their stops or in other words all couplers to great to be placed with great group etc. Manual keys to have 5 ounce resistance. All action and pipes on 8" wind.

Pitch to be A-440

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