

AGREEMENT COVERING REMOVAL OF PIPE ORGAN

1. This agreement, duly signed below by authorized representatives of the parties to this agreement, is made in good faith between the First Presbyterian Church located in Iowa City, Iowa, first party, and Ivan E. Danhof & Sons, second party.

2. The first party is the sole owner of a 23-rank Austin Pipe Organ, Opus 1868, made in 1934, currently located in the church edifice at 26 East Market Street, Iowa City, Iowa 52240.

3. The first party agrees to sell to the second party the Pipe Organ, aforementioned in # 2 above, consisting of a three manual and pedal draw knob console, pipes, chests, expression enclosures and motors, percussions, reservoirs, air ducting, cables, blower, etc., for the sum of three thousand and no/100 dollars (\$3,000.00). The second party agrees to pay to the first party one-third of the total amount due, or one thousand and no/100 dollars (\$1,000.00) at the time of signing this agreement, and the second party further agrees to pay the remaining portion (\$2,000.00) to the first party at or prior to the physical removal of the Pipe Organ from the church edifice.

4. The second party agrees to pay all expenses attendant upon the dismantling, packing, crating, and transporting of the instrument from the church edifice to the final destination. In this regard the second party will provide all labor, crating and packing materials, and suitable vehicles for transporting the instrument. The first party agrees to purchase on behalf of the second party packing and crating materials as requested by the second party. The second party will reimburse the first party the cost of such materials upon presentation of the statement or bill of obligation by the first party incurred on behalf of the second party. All such materials will be used at the discretion of the second party.

5. The first party will inform the second party regarding permissible dismantling or removal by the second party of portions of flooring, walls, windows, etc. required to facilitate the safe removal of the instrument.

6. The second party agrees to accomplish removal of all parts of the instrument within 15 (fifteen) days after commencing the dismantling work. The first party agrees to have available during the same period electrical power necessary to facilitate the safe removal of the instrument.

The parties involved signify their agreement to the above delineated items 1 through 6 by the affixing of their signatures below:

First Party Done at Iowa City, Iowa, on the 9th of June, 1975,
on behalf of the First Party:

Witnesses:

B. L. Barnes

William M. Barnes

William M. Barnes
(signed)

President
(title)

Second Party Done at Grand Prairie, Texas on the 19 of May, 1975,
on behalf of the Second Party:

Witnesses:

Joan D. Kaley

Larry A. Bruce

Ivan E. Danhof
(signed)

Ivan E. Danhof & Sons
(title)