

Memorandum of Agreement,

Made this Sixth

day of June, A. D. 1950, by and between M. P. MÖLLER, Inc., of Hagerstown, Maryland, party of the first part, and First Presbyterian Church, Greenwood, South Carolina

party of the second part.

Witnesseth: That the party of the first part hereby agrees to build an organ after and according to the annexed specifications and to plans to be hereafter submitted by party of the first part, and to erect it in Church, within twelve months

ready for use on or before the sixth day of June A. D. 1951, or as soon thereafter as possible in the event of delays beyond its control.

2. The party of the first part agrees that the organ when completed shall be first class, free from defects in material or workmanship, and that the party of the second part may have it examined, immediately on completion, in the presence of a representative of the party of the first part, by a competent and disinterested expert, and if said examination shows that the organ does not conform with this agreement the party of the first part agrees to remedy all defects at its own expense.

3. The party of the first part guarantees the action and construction of the organ for a term of five years from date of completion and agrees to correct any defects in either material or workmanship that may be brought to its attention within that time, without cost to the party of the second part. This does not include tuning or ordinary care of the organ (or electric motors which are guaranteed by the manufacturers for one year).

4. Cabinet work (except as necessary to enclose the console), grilles, panel work, etc., are not included in this agreement. Present front to be used, if desired. Otherwise firm to submit drawing for extension on right, designs for grilles for tone openings.

5. In consideration of the above, the party of the second part agrees to pay to M. P. Moller, Inc., or its order, the sum of Nineteen Thousand Seven Hundred Ninety One & 20/100 Dollars (\$19,791.20), less credit of \$700.00 for old pipes and Chimes, or \$19,091.20. 6% discount, \$572.80, to be deducted from final payment of 50% (\$9,545.60), due when organ is accepted by Church, net final payment being \$8,972.80.

AS FOLLOWS:

FIRST PAYMENT: 10 % or \$1,909.10
on the signing of this agreement.

SECOND PAYMENT: 25 % or \$4,772.80

notified
when the organ is ready for assembly at the factory, and the balance as follows: 15% or \$2,863.70 upon delivery and installation of organ. 50% or \$9,545.60, less 6% discount, \$572.80. or \$8,972.80, when organ is accepted by Church. Present organ to be dismantled by firm and old pipes taken to factory, not to be used in new organ.

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5. The party of the second part also agrees that the building will be in proper condition for the installation of the organ . . . ^{two} . . . weeks previous to the date of completion; that they will allow, free from interruption, suitable convenience and opportunity for the installation in the building, provide such a condition of quiet as is necessary for the proper tone regulation and tuning of the instrument, and necessary light, heat and power.

6. The party of the second part also agrees to insure the organ or its parts against loss by fire, water, etc., as soon as the parts are placed in the building, for the benefit of the parties hereto, as their interests may appear.

7. When an electric motor is included in specifications, party of the second part agrees to provide foundation and enclosures when necessary, also to furnish and install all wind conductor between blower and organ; to do all wiring connected therewith; 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 automatic remote control motor starter, electrical conduits or other special equipment are required they are to be furnished by party of second part.

8. ~~When organ chambers are so located that organ parts must be hoisted by skids, block and tackle or other mechanical means, the necessary apparatus is to be furnished by party of second part.~~ Organ to be placed on first floor.

9. It is mutually understood and agreed that this contract shall be binding after, but not before, acceptance at Hagerstown, Maryland by the party of the first part, and it is to be conclusively presumed that the conditional sale hereby made is made and consummated at Hagerstown, Maryland, where said organ is to be constructed in the plant of the party of the first part.

10. It is also mutually understood and agreed that the organ, when completed and installed, will in every event be and be deemed to be, and be treated as personal property; and that the title and ownership of the organ shall be and remain in the party of the first part until the purchase price hereinbefore mentioned, together with any and all promissory notes given in respect thereof have been fully paid, with interest, after which the instrument shall become the property of the party of the second part; and it is further agreed that, until the completion of payment the organ shall be held by the party of the second part and/or other owner or lessee of the premises in which the organ is contained, free and excluded from any lien, mortgage, pledge or other incumbrance, except such as shall be expressly subject and subordinate to the right and title of the party of the first part, as herein expressed.

11. Cabinet work (except as necessary to enclose the console), grilles, panel work, etc., are not included in this agreement.

12. It is mutually agreed that all verbal agreements and understandings are merged in this contract and the specifications attached hereto.

In Witness Whereof we have hereunto set our hands and seals this day and year first above written.

M. P. MÖLLER, Inc.

WITNESS

Richard H. de Montwollin
Chairman Organ Committee

C. A. Smith, Jr.
Chairman Board of Deacons

E. Hodges, Trustee

By.....(SEAL)

Party of the first part

First Presbyterian Church
Greenwood, South Carolina.....(SEAL)

R. F. McCarlan, Trustee.....(SEAL)

C. A. Ragedale, Trustee.....(SEAL)

J. M. McLees, Trustee

M. M. Wells, Trustee.....(SEAL)
Party of the second part

To conform with Foreign Corporation Laws, this contract is not binding until accepted by M. P. MÖLLER, Inc., at Hagerstown, Maryland.

M. P. MÖLLER, Inc.

Accepted, Hagerstown, Maryland.

..... June 26 195.0.

By..... M. P. Moller, Jr., Pres.

NOTE—If terms other than “cash on completion” are desired they can be arranged for before contract is signed. All deferred payments to be secured by notes signed by church trustees and bear interest at 6% from date.

Sent from Columbia, S. C. office, D. A. Pressley.

EXEMPTION CERTIFICATE

(For use by a religious or nonprofit educational institution purchasing musical instruments subject to tax under section 3404(d) of the Internal Revenue Code for exclusively religious or educational purposes.)

..... June 19 50
Date

The undersigned purchaser hereby certifies that he is

..... Chairman of Organ Committee of First Presbyterian Church,
(Title)

..... Greenwood, South Carolina
(Religious or nonprofit educational institution)

that he is authorized to execute this certificate; and that the musical instruments specified in the accompanying order or on the reverse side hereof, are purchased by such institution for EXCLUSIVELY religious or educational purposes.

It is understood that this exemption certificate is for use only by a religious or nonprofit educational institution in the tax-free purchase of musical instruments for exclusively religious or educational purposes; and it is agreed that if the musical instruments purchased tax-free under this exemption certificate are used otherwise, such fact will be reported to the manufacturer from whom they were purchased tax-free.

The organization claiming this exemption (~~has~~) (has not) received a ruling from the Bureau of Internal Revenue holding it to be an exempt religious or nonprofit educational institution under section 101(6) of the Internal Revenue Code. The date of such ruling is and such ruling has not been withdrawn or revoked.

..... Richard H. de Montwollin
(Signature)
(Title)
Chairman Organ Committee

The fraudulent use of this certificate for the purpose of securing exemption from the payment or adjustment of taxes will subject the guilty party to a fine of not more than \$10,000 or imprisonment for not more than 5 years or both.

M. P. MÖLLER Organ Factory

Pipe Organ No. 8221 Date June 26, 1950
 For FIRST PRESBYTERIAN CHURCH, GREENWOOD, SOUTH CAROLINA
 Action Electro-pneumatic Console Detached
 Casing No. None Finish As per sample
 Decorations None Motor 5 HP Style 3-P-3328
 Width of Key-bed Standard Stops & intra-man. coup. by Draw knob
 No. Manuals Three Stop Control Inter-man. coup. by Tilt-
ing Tablets. Wind Pressure 4"
 To be Completed June 6, 1951 Blower Pipe furnished by Purchaser

SPECIFICATIONS

PITCH A-440

Great Organ

1	8'	Diapason.....45.....18-19- $\frac{1}{2}$...12 Zinc...SM....73 pipes
2	8'	Melodia.....Reg. Mel....Open Mel. Bass.....73 pipes
3	8'	Dulciana.....56.....12 Zinc...CM....73 pipes
4	4'	Octave.....58.....18-19- $\frac{1}{2}$SM....73 pipes
5	4'	Flute d'Amour.....Reg. Flute d'Amour.....73 pipes
6	8'	Trumpet.....4".....73 pipes
7		Chimes.....Deagan "A"....G to G #20 to #44.....25 tubes
8		Tremolo

Swell Organ

9	16'	Lieblich Gedeckt....Reg. Man. Bdn.....85 pipes
10	8'	Diapason.....47.....12 Zinc...SM....73 pipes
11	8'	Gedeckt.....from #9.....73 notes
12	8'	Aeoline.....60.....12 Zinc...SM....73 pipes
13	8'	Viole de Gambe.....54.....12 Zinc...SM....85 pipes
14	8'	Viole Celeste..t.c....56.....SM....61 pipes
15	4'	Flute Harmonique.....58.....CM....73 pipes
16	4'	Gambette.....from #13.....73 notes
17	2-2/3'	Flute Twelfth.....from #15.....61 notes
18	2'	Flautino.....from #15.....61 notes
19	III Rk.	Mixture.....(console only)
20	8'	Oboe.....3 $\frac{1}{2}$ ".....85 pipes
21	4'	Oboe Octave.....from #20.....73 notes
22		Tremolo

Choir Organ

23	8'	Viola.....52.....12 Zinc...SM....85 pipes
24	8'	Flauto Dolce.....46-2/3.....12 Zinc...CM....85 pipes
25	8'	Flute Celeste..T.C....46-2/3.....CM....61 pipes
26	4'	Violina.....from #23.....73 notes
27	4'	Flute.....from #24.....73 notes
28	8'	Clarinet.....1 $\frac{1}{2}$ ".....73 pipes
29		Trumpet.....from #6.....73 notes
30		Tremolo

Pedal Organ

31	16'	Diapason...Sm.Ped.Dbl. Open..12 pipes..20 from #1.....	32 notes
32	16'	Bourdon.....Large Ped. Bdn.....	32 pipes
33	16'	Lieblich Gedeckt.....from #9.....	32 notes
34	8'	Octave.....40.....17 Zinc.....CM.....	44 pipes
35	8'	Gedeckt.....from #9.....	32 notes
36	4'	Flute.....from #9.....	32 notes
37	4'	Super Octave.....from #34.....	32 notes

Couplers

38	Great to Pedal	49	Swell to Choir 16'
39	Great to Pedal 4'	50	Swell to Choir
40	Swell to Pedal	51	Swell to Choir 4'
41	Swell to Pedal 4'	52	Great to Great 16'
42	Choir to Pedal	53	Great Unison Off
43	Swell to Great 16'	54	Great to Great 4'
44	Swell to Great	55	Choir to Great 16'
45	Swell to Great 4'	56	Choir to Great
46	Swell to Swell 16'	57	Choir to Great 4'
47	Swell Unison Off	58	Choir to Choir 16'
48	Swell to Swell 4'	59	Choir Unison Off
		60	Choir to Choir 4'

Adjustable Combinations

Pistons No. 1-2-3-4-5	Affecting Swell Stops
Pistons No. 1-2-3-4-5	Affecting Great Stops
Pistons No. 1-2-3-4-5	Affecting Choir Stops
Pistons No. 1-2-3-4-5	Affecting Full Organ
Tee Studs No. 1-2-3-4-5	Affecting Pedal Stops
General Cancel Piston	

Pedal Movements

Balanced Swell Expression Pedal, with indicator light
 Balanced Great - Choir Expression Pedal, with indicator light
 Balanced Crescendo Pedal, with indicator light
 Sforzando Pedal, with indicator light
 Great to Pedal Reversible

Accessories

Organ bench with back rest
 Concave, radiating Pedal Clavier
 Electric motor, blower and action current generator of ample capacity.

JHH/am
 3/5/51