

Memorandum of Agreement,

Made this.....17th

day of.....**December**A. D. 19**47**, by and between **M. P. MÖLLER, Inc.,** of Hagerstown, Maryland, party of the first part, and.....**CALVARY BAPTIST CHURCH, JACKSON, MISSISSIPPI**

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....**aforsaid church, as soon as is possible in keeping with present emergency conditions**

~~ready to use on or before the day of~~.....~~1947~~.....~~at the~~
~~thereafter as possible in the event of delay 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.

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 **THIRTY SEVEN THOUSAND SEVEN HUNDRED SIXTY-NINE DOLLARS**
(\$37,769.00), plus 10% excise tax

AS FOLLOWS:

FIRST PAYMENT:.....**10** % or.....**\$3,776.90**
 on the signing of this agreement.

SECOND PAYMENT:.....**90** % or.....**\$33,992.10 when the organ has been built and installed.**

~~when the organ is ready for assembly at the factory, and the balance as follows~~

Tax to be paid with second payment

APR 29 1952

6. The price mentioned in paragraph 5 is based on costs existing at the date of this agreement, and should labor or material costs increase over their present levels before construction of the organ is started, the following provisions as to price shall apply: On any such increase in labor or material costs up to 15% of the price specified in paragraph 5 the party of the second part agrees to pay the actual amount of said increase; on any such increase in costs between 15% and 25% of the price specified in paragraph 5 the party of the second part agrees to pay an increase of 15% of said price; and on any such increase in costs of more than 25% of the price specified in paragraph 5 the party of the second part will, upon notice, promptly agree to pay the entire amount of such increase or this agreement may be cancelled by either party hereto. No such increase in price shall be effective unless the party of the second part is notified thereof before construction of the organ is started. Such increased price, if any, shall be payable upon the same percentages and at the same times provided in said paragraph 5. Should such labor or material costs decrease below their present levels before the construction of the organ is started the party of the second part will be entitled to a reduction in the price specified in paragraph five equivalent to the decrease in said costs for the labor and materials used in constructing said organ.

The party of the second part agrees to pay any and all federal, state, and/or city excise, sales and/or use taxes, the said taxes to be paid according to law, in addition to the above price.

7. The party of the second part also agrees that the building will be in proper condition for the installation of the organ~~twelve~~..... 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.

8. 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.

9. 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.

10. 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.

11. It is mutually understood and agreed that this contract shall be binding after, but not before, acceptance by the party of the first part at Hagerstown, Maryland, where said organ is to be constructed in the plant of the party of the first part.

12. 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

In the event there is any increase in price before the organ is started in the plant, the party of second part would have the option of cancelling the contract or paying the increased price. If contract is cancelled, the first payment is to be returned.

NOTE: Signers of contract kindly indicate title.

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.

13. It is mutually agreed that all verbal agreements and understandings are merged in this contract and the specifications attached hereto.
In the event there is any increase in price before the organ is started in the plant, the party of the second part shall have the option of cancelling the contract or paying the increased price. If contract is cancelled, the first payment is to be returned.

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

M. P. MOLLER, INC.

WITNESS

C. L. Graves

E. M. Britt
Witness to party of second part

By . . . Wm. E. Pilcher, Jr. . . . (SEAL)
Party of the first part
Galvary Baptist Church, Jackson, Miss.
. (SEAL)
. . . B. B. McClendon (SEAL)
Trustee
. . . I. S. Barnes (SEAL)
Trustee
. . . M. V. Westlrusek, Trustee (SEAL)
Party of the second part

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

Accepted, Hagerstown, Maryland
. . . December 26 1947

M. P. MOLLER, INC.

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.

Memorandum of Agreement, Made this.....13th.....

day of...**August**....., A. D., 194**8**., by and between M. P. MÖLLER, Inc., of Hagerstown, Maryland,
party of the first part, and.....**CALVARY BAPTIST CHURCH, JACKSON, MISSISSIPPI**.....

.....
party of the second part.

Witnesseth, That the party of the first part hereby agrees to build for the party of the second part certain furniture consisting of cabinet work, grille work, etc. in accordance with plans to be prepared by the party of the first part and approved by the party of the second part, and to install it in the church auditorium of the party of the second part.

The party of the first part agrees that this cabinet work is to be made of any native hardwood, selected by the purchaser and finished in accordance with sample to be furnished by the purchaser.

The furniture to be installed under this agreement is to be high class cabinet work in every respect and in installing, the party of the first part offers every assurance of careful workmanship on the part of its employees making the installation.

For and in consideration of the above, the party of the second part agrees to pay to M. P. MÖLLER, Inc., or order, the sum of...~~\$1,089.00 for 242 Square feet of pipe display for the~~.....
~~center tone opening, over Baptistry, and the two tone openings on each side....~~
~~Five openings in all.... Said display pipes to have the finish as agreed upon by~~
~~the parties hereto heretofore, which finish is known as party of the first part's~~

The party of the second part agrees that the representatives of the party of the first part may have access to the church, properly heated and lighted, for the time necessary to make this installation.

In Witness Whereof both parties have hereunto set their hands this day and year first above written.

M. P. MÖLLER, INC.

WITNESS:

Edna Carver
.....
Florence Shafner
.....

.....**H. M. Ridgely**.....(SEAL)
Party of the first part
CALVARY BAPTIST CHURCH, JACKSON, MISS.
.....**B. B. McClendon**.....(SEAL)
Trustee
.....**M. V. Westlrusek**.....(SEAL)
Trustee
.....**I. S. Barnes**.....(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.

.....**W. R. Daniels, V. P.**
By.....
.....**August 30, 1948**.....194.....