

C O P Y.

ORGAN

#5403

Memorandum of Agreement, Made this 24th

day of July A. D., 1928, by and between **M. P. MOLLER, Inc.**, of Hagerstown, Maryland, party of the first part, and

Immanuel Lutheran Church

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 plans to be hereafter approved by party of second part, and to erect it in Immanuel Lutheran Church, 909 Vine St.,
St. Clair, Mich.

ready for use on or before the 15th day of November A. D., 1928 or as soon thereafter as possible in the event of delays beyond his 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 representative of first party, 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 defects at his own expense.

3. The party of the first part guarantees the action and construction of the organ for a term of five ~~one~~ year from date of completion and agrees to correct defects in material or workmanship that may be brought to his 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. In consideration of the above, the party of the second part agrees to pay M. P. Moller, Inc., or order, the sum of \$3,250.00

AS FOLLOWS: \$1,000.00 when organ is installed and accepted.
Balance in three equal notes due 12-24 and 36 months from
date of acceptance and bearing interest at 6%.

5. The party of the second part also agrees that the building will be in proper condition for the installation of the organ now ready weeks previous to 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.

All or any part of notes may be paid in advance of date due.
This contract is not in force until notified by trustees of church.

AUG 15 1928

M. P. MÖLLER Organ Factory

Pipe Organ No. 5403 Date July 24, 1928
 For Immanuel Lutheran Church, St. Clair, Mich.
 Action Electric Console Detached
 Casing No. Oak Finish _____
 Decorations _____ Motor Electric
 Width of Key-bed _____ Stop Controls _____ Stop Keys _____
 No. Manuals Two Wind Pressure 5"
 To be completed Nov. 15, 1928 Blower pipe furnished by Church

SPECIFICATIONS

Console Detached finished to match church furnishings
 Organ Chamber Enclosed by church

A-440

GREAT ORGAN

1	8'	Open Diapason.....	42 wood bass.....	61 Pipes
2	8'	Dulciana.....	56 scale.....	61 "
3	8'	Gedeckt.....	8.....	61 Notes
4	4'	Flute Traverso.....	(6).....	61 "
5	8'	Viola.....	(10).....	61 "
6	8'	Clarabella.....		61 Pipes

SWELL ORGAN

7	16'	Bourdon.....	T.C....(8).....	49 Notes
8	8'	Stopped Diapason.....		85 Pipes
9	4'	Flute d'Amour.....	(8).....	61 Notes
10	8'	Viole d'Orchestra ...	unit...62.....	85 Pipes
11	4'	Violina.....	(10).....	61 Notes
12	8'	Vox Humana.....	S.S.D.....	61 Pipes
13	8'	Dolce.....	From 2.....	61 Notes
14	8'	Oboe...10 - 2 2/3	from 8.....Syn.....	61 "
15	2'	Flautina.....	(8).....	61 "

PEDAL ORGAN

16	16'	Bourdon.....	Large.....	32 Pipes
17	16'	Lieblich Gedeckt.....	From 16.....	32 Notes

COUPLERS

18	Great to Great 4'	24	Swell to Swell 16'
19	Great to Great 16'	25	Swell to Pedal
20	Swell to Great 4'	26	Great to Pedal
21	Swell to Great		
22	Swell to Great 16'		
23	Swell to Swell 4'		

MECHANICALS

27	Tremulant
	Crescendo Indicator

ADJUSTABLE COMBINATIONS

(Operated by pistons placed under respective manuals)

Pistons No. 1-2-3 Affecting Swell and Pedal Stops
 Pistons No. 132-3 Affecting Great and Pedal Stops

PEDAL MOVEMENTS

1	Great to Pedal Reversible
2	Balanced Swell Pedal
3	Grand Crescendo Pedal

CONCAVE RADIATING PEDALS

FURNISHED WITH ORGAN

Organ Bench with Music Shelf
 Electric motor, blower and generator
 Freight and drayage from factory to building and installation

ALM

8/11/28

Checked by.....date.....

No. 2

7. When electric motor is included in specifications, party of the second part agrees to provide foundation and enclosures when necessary; 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 must be hoisted by skids, block and tackle or other mechanical means the necessary apparatus is to be furnished by party of second part.~~

9. It is mutually agreed that the title and ownership of the organ shall remain with party of the first part until the contract price, before mentioned, has been fully paid, after which the instrument shall become the property of the party of the second part; also that all verbal agreements and understandings are merged in this contract, and the specifications and details of construction attached hereto.

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

WITNESS

----- (SEAL)

Party of the first part.

----- **Geo. P. Hildner,** ----- (SEAL)

----- **Immanuel Lutheran Church** (SEAL)

Ford & Reynolds ----- (SEAL)

----- (SEAL)

Party of the second part

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.