

Memorandum of Agreement,Made this 6th

day of February A. D., 1935., by and between M. P. MOLLER, Inc., of Hagerstown, Maryland, party of the first part, and CRIM TRUST ESTATE, ACTING HEREIN BY
AND THROUGH ITS DULY QUALIFIED AGENT, L. N. CRIM
 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 plans to be hereafter approved by party of second part, and to erect it in THE FIRST PRESBYTERIAN CHURCH,
AT KILGORE, TEXAS
 ready for use on or before the 21st day of April A. D., 1935.,
 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 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 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 defects in 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. In consideration of the above, the party of the second part agrees to pay to M. P. Moller, Inc., or order, the sum of SIX THOUSAND AND NO/100
(\$ 6,000.00) (with changes noted in specifications)

AS FOLLOWS:

FIRST PAYMENT: \$ 600.00
 on the signing of this contract.

SECOND PAYMENT: \$ 5,400.00
 when the organ has been built and installed, ~~and the balance as follows:~~

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

Freight and drayage to be paid by party of second part.
 Add Open diapason - 73 pipes 350.00
 Running Pedal Bourdon 50.00

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 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.

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 said 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 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. 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.

WITNESS

M. P. MOLLER, INC.,
E.O.Shulenberger, Secy.....(SEAL)
Party of the first part

Nan Campbell.....

CRIM TRUST ESTATE.....(SEAL)

Frank A. Brown.....

L. N. Crim.....(SEAL)
Authorized agent
.....(SEAL)

.....(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.

M. P. MÖLLER, Inc.

Feb. 8 193 5

By E.O.SHULENBERGER, SECY

M. P. MÖLLER Organ Factory

Sten

Pipe Organ No. # 6323	Date Feb. 6th, 1935
For FIRST PRESBYTERIAN CHURCH, KILGORE, TEXAS	
Action Electric	Console Detached
Casing No. present case	Finish
Decorations present display pipes	Motor Electric
Width of Key-bed	Stop Controls Stop keys in jambs
No. Manuals three	Wind Pressure 5" except #42-7"
To be Completed April 21, 1935	Blower Pipe furnished by purchaser

SPECIFICATIONS

A-440 Chamber - wiring, conduits by purchaser.

GREAT ORGAN

1	8'	Principal-43 scale-12 zinc-9C.M.-new #1-#21; #22 up present pipes	..61	Pipes
2	8'	Harmonic Flute.....3 1/2 x 4 1/2 - wood bass - present pipes	..73	"
3	8'	Dulciana.....56 scale-new #1-#12 zinc-#13 up present P.	..73	"
4	4'	Harmonic Flute.....from # 2	..61	Notes
5	8'	Diapason.....45 scale - 12 zinc - S.M.- new	..85	Pipes
6	4'	Octave.....from # 5	..73	Notes
7	IIRk.	Grave Mixture.....12-15; 66 - 70 - S.M.- new	..122	Pipes
8	8'	Tromba.....4 1/2" - new	..73	"
9	8'	French Horn.....6" - new	..73	"
10		Chimes.....Chimes - present - 22 - 41	..20	tubes
11		Tremolo - valve type		

SWELL ORGAN

12	16'	Bourdon, ..-8'CC-3 1/2 x 4 1/2 - new #1-#12-present pipes/- unit	..97	Pipes
13	8'	Violin Diapason.....50 scale - present pipes	..73	"
14	8'	Salicional.....62 scale - present pipes	..73	"
15	8'	Vox Celeste.....T.C.- 60 scale - new - S.M.	..61	"
16	8'	Stopped Diapason.....from # 12	..73	Notes
17	4'	Stopped Flute.....from # 12	..73	"
18	2'	Piccolo.....from # 12	..61	"
19	IIIRk.	Mixture.....(12-15-17)72-74-82 - S.M.- new	..183	Pipes
20	16'	Contra Fagotta-T.C.-#25 up from #22-new-12 pipes - 3 1/2" scale	..61	Notes
21	8'	Trumpet.....4" - new	..73	Pipes
22	4'	Clarion.....2 1/2" - "	..73	"
23	8'	Oboe da Cassia.....2" - new	..73	"
24	8'	Vox Humana.....1-3/4 - new	..61	"
25		Tremolo - valve type		

CHOIR ORGAN

26	8'	Gamba.....54 scale - 12 zinc - S.M.- new	..73	Pipes
27	8'	Gamba Celeste-T.C.-54 scale - S.M.- new	..61	"
28	8'	Spitz Flote.....50-2/3 - #1-#12 stop.wood-S.M.- new - unit	..85	"
29	4'	Spitz Flote Celeste-T.C.-50-2/3 - S.M.- new	..61	"
30	4'	Spitz Flote.....from # 28	..73	Notes
31	2-2/3'	Nazard.....from # 28	..61	"
32	2'	Flautina.....from # 28	..61	"
33	1-3/5'	Tierce.....from # 28	..61	"
34	8'	Basset Horn - 3" Bell-Reg. Clarinet-1-3/4" scale - new	..73	Pipes
35	8'	Harp.....T.C.- from # 28	..49	Notes
36	4'	Celesta.....present action & bars(wire to repeat top oct.)	..49	Bars
37		Tremolo - valve type		

(O.P.) PEDAL ORGAN

38	16'	Sub Bass.....CCC - 7/8 x 9 1/2 - # 13 up new	..32	Pipes
39	8'	Stopped Flute.....from # 12	..32	Notes
40	16'	Flute(stopped)5 x 5-7/8-#1-#12; #13 up from #28-new	..12	Pipes
41	16'	Gamba.....42 scale - #1-#12-#20 from # 26 - new	..12	"
42	16'	Trombone.....8" - #1-#12 - 20 from # 8-7" wind - new	..12	"
43	8'	Bass Flute.....from # 28	..32	Notes

COUPLERS

44	Swell to Choir	59	Choir 16'
45	Swell to Choir 4'	60	Choir to Swell
46	Swell to Choir 16'	61	Choir to Swell 4'
47	Swell to Great	62	Choir to Swell 16'
48	Swell to Great 4'	63	Swell 4'
49	Swell to Great 16'	64	Swell 16'
50	Choir to Great	65	Great to Pedal
51	Choir to Great 4'	66	Swell to Pedal
52	Choir to Great 16'	67	Great to Pedal 4'
53	Great 4'	68	Swell to Pedal 4'
54	Great 16'	69	Choir to Pedal
55	Great to Choir	70	Great Unison Separation
56	Great to Choir 4'	71	Swell Unison Separation
57	Great to Choir 16'	72	Choir Unison Separation
58	Choir 4'		

MECHANICALS

Crescendo Indicator

ADJUSTABLE COMBINATIONS

(Operated by pistons placed under respective manuals)

Pistons No. 1-2-3-4-5-6	Affecting Great stops and couplers-intra manual
Pistons No. 1-2-3-4-5-6	Affecting Swell stops and couplers " "
Pistons No. 1-2-3-4-5-6	Affecting Choir stops and couplers " "
Pistons No. 1-2-3-4-5-6	Affecting Pedal stops and couplers
Pistons No. 1-2-3-4-5-6-7-8	Affecting Full organ and couplers
Toe Pistons No. 1-2-3-4-5-6-7-8	Duplicating full organ pistons.

PEDAL MOVEMENTS

- 1 Great to Pedal Reversible
 - 2 Balanced Expression Pedal, Great organ
 - 3 Balanced Expression Pedal, Swell Organ
 - 4 Balanced Expression Pedal, Choir Organ
 - 5 Grand Crescendo Pedal
 - 6 Sforzando Pedal
- Master Expression Switch - Choir Expression to Swell

Organ bench with music shelf

Concave Pedal

Electric motor, blower and action current generator of ample capacity.

Old wind chests used for parts of stops 1 - 2 - 4 - 10 - 12 - 13 - 14
 15 - 16 - 17 - 18 - 38 - 39 - ~~34 & 35~~.

35 36

ROW:3

2-22-35

Checked by

W R Daniel