

Memorandum of Agreement,Made this... 14th

day of... May....., A. D. 19~~5~~⁴⁷, by and between M. P. MÖLLER, Inc., of Hagerstown, Maryland, party of the first part, and..... PLYMOUTH CONGREGATIONAL CHURCH
LANSING, MICHIGAN

.....
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..... PLYMOUTH CONGREGATIONAL CHURCH

..... LANSING, MICHIGAN
at as early a date as the present emergency conditions will permit.
ready for use ~~on or before the day of A. D. 195~~ 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.

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 Hundred and Forty (\$3,740.00) Dollars, plus 10% or \$374.00 federal tax,
subject to the provisions in paragraph (6) six of this agreement,
AS FOLLOWS:

FIRST PAYMENT: 10 % or \$374.00 plus \$37.40 federal tax
on the signing of this agreement.

SECOND PAYMENT: 90 % or \$3,366.00 plus \$336.60 federal tax

.....
has been built and installed.
when the organ is ready for assembly at the factory, and the balance as follows:

AUG 19 1952

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.

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; should such costs increase in excess of 15% of the price specified in paragraph 5 the party of the second part may 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 construction of the organ is started the party of the second part will be entitled to a reduction in the price specified in paragraph 5 equivalent to the decrease in said costs for the labor and materials used in constructing said organ.

7. The party of the second part also agrees that the building will be in proper condition for the installation of the organ.....2.....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 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 Witness Whereof we have hereunto set our hands and seals this day and year first above written.

M. P. MÖLLER, Inc.

WITNESS

..... Robert M. McGill

..... Irene C. Kantz

By..... H. M. Ridgely(SEAL)

Party of the first part
PLYMOUTH CONGREGATIONAL CHURCH
..... LANSING, MICHIGAN(SEAL)

Paul J. Baker, Chairman(SEAL)

D. D. Harris, Vice Chairman(SEAL)

Robert M. Baillett,(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.

..... May 21 1947

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.

M. P. MÖLLER Organ Factory

Slifer

Pipe Organ No. 7645 Date May 21, 1947
 For PLYMOUTH CONGREGATIONAL CHURCH, LANSING, MICHIGAN
 Action Electro-pneumatic Console Detached
 Casing No. None Finish As per sample
 Decorations None Motor 3/4 HP Style 3-P-2421
 Width of Key-bed Standard Stop Controls Stop keys
 No. Manuals Two Wind Pressure 4-1/2"
 To be Completed Dec. 15, 1947 Blower Pipe furnished by _____

SPECIFICATIONS

ALL UNITS

PITCH: A-440

GREAT ORGAN

1	8'	Diapason.....	44 Sc.....	17 Zinc....	C.M....	73 pipes
2	8'	Gedeckt.....	L. M. B. Bass....	Reg. Stopped	Flt. Treble....	85 pipes
3	8'	Viole Dolce.....	58 Sc.....	12 Zinc....	S. M....	85 pipes
4	4'	Octave.....	from #1.....			61 notes
5	4'	Gedeckt.....	from #2.....			61 notes
6	4'	Viole Octave.....	from #3.....			61 notes
7	2-2/3'	Viole Twelfth.....	from #3.....			61 notes
8	2'	Viole Fifteenth.....	from #3.....			61 notes
9	8'	Trumpet.....	from #17.....			61 notes

SWELL ORGAN

10	16'	Bourdon..T.C.....	from #2.....			49 notes
11	8'	Gedeckt.....	from #2.....			61 notes
12	8'	Viole Dolce.....	from #3.....			61 notes
13	4'	Gedeckt.....	from #2.....			61 notes
14	4'	Viole Octave.....	from #3.....			61 notes
15	2-2/3'	Flute Twelfth.....	from #2.....			61 notes
16	2'	Gedeckt.....	from #2.....			61 notes
17	8'	Trumpet.....	4".....			73 pipes
18	4'	Trumpet.....	from #17.....			61 notes
19		Tremulant				

PEDAL ORGAN

20	16'	Bourdon.....	#2 Ped. Bdn.....	12 pipes.....	20 from #2.....	32 notes
21	8'	Diapason.....	from #1.....			32 notes
22	8'	Gedeckt.....	from #2.....			32 notes
23	8'	Viole Dolce.....	from #3.....			32 notes
24	4'	Diapason.....	from #1.....			32 notes

COUPLERS

25	Swell to Great 8'
26	Great to Pedal 8'
27	Swell to Pedal 8'

ADJUSTABLE COMBINATIONS

(Operated by pistons placed under the Swell Manual)

Pistons No. 1-2-3-4 Affecting Full Organ

PEDAL MOVEMENTS

Great to Pedal Reversible
Balanced Expression Pedal
Balanced Crescendo Pedal

ACCESSORIES

Crescendo Indicator light
Concave, Radiating Pedal Clavier
Organ bench with music shelf
Electric motor, blower and action current generator of ample capacity.