

**Memorandum of Agreement**

Made this.....4th.....

day of....December.....A. D., 1945, by and between M. P. MOLLER, Inc., of Hagerstown, Maryland,  
party of the first part, and.....

.....AMERICAN LUTHERAN CHURCH, LIVINGSTON, MONTANA.....  
party of the second part.

**Witnesseth:** That the said party of the first part hereby agrees to sell (or lease) to party of the second part,  
one standard Moller portable pipe organ, and the said party of the second part agrees to purchase (or lease) the  
said organ. DETACHED CONSOLE\*\*

The purchase price for the said organ is to be...Two Thousand, Four Hundred and Twenty and no/100  
Dollars (\$2,420.00)

...plus excise tax 10%....., delivered at a point in...LIVINGSTON, MONTANA.....,  
to be designated by the party of the second part, which amount the said party of the second part agrees to pay

to the party of the first part under the following conditions:—.....

.....10%, or \$242.00, plus Federal Tax of \$24.20.....on signing of this contract;

.....25%, or \$605.00, plus Federal Tax of \$60.50.....on delivery of organ and  
the balance as follows:—

.....in four equal quarterly payments of \$393.25, plus Federal Tax of \$39.33,.....  
beginning ninety days after installation, to be secured by promissory  
.....notes bearing 6% interest tendered at the time the organ is installed.....

In the event that the party of the second part elects to pay any balance agreed to in monthly installments, there  
is to be an interest charge of 6% on such unpaid balance.

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.

The party of the second part 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.

It is mutually understood and agreed that this agreement is made and approved in Hagerstown, Maryland, where  
the said organs are constructed by the party of the first part.

It is also mutually understood and agreed that the organ 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 finance charge, if any, has been fully paid, 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 premise in which the organ is contained, free and excluded from any lien, mortgage, pledge or other incum-  
brance, except as shall be expressly subject and subordinate to the right and title of the party of the first part, as  
herein expressed.

It is mutually agreed that all verbal agreements and understandings are merged in this contract.

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

M. P. MOLLER, Inc.

EUGENE E. POOLE, WESTERN STATES MANAGER

Eugene E. Poole

.....  
Party of the first part

AMERICAN LUTHERAN CHURCH, LIVINGSTON, MONTANA

.....  
Deacon

.....  
Party of the second part

Mrs. W. B. Altimus, Treas.  
E. S. Tollefson, Pastor

.....Frank M. Olson, Trustee.....(Seal)

E. E. Tollefson

Accepted, Hagerstown, Maryland

.....Mar. 27....., 1946

M. P. MOLLER, Inc.

By.....W. R. Daniels, Vice Presa.....

SEP 9 1949