

Memorandum of Agreement, Made this.....14th

day of.....June....., A. D. 1954⁹, by and between M. P. MÖLLER, Inc., of Hagerstown, Maryland, party of the first part, and.....FIRST BAPTIST CHURCH
KALAMAZOO, 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.....FIRST BAPTIST CHURCH
KALAMAZOO, MICHIGAN.....
.....at as early a date as present conditions will permit (approx. 18 months)
ready for use on or before the.....day of.....A.D. 1955 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...\$24,225.00.....

AS FOLLOWS:

FIRST PAYMENT:.....10.....% or.....\$2,422.50.....
on the signing of this agreement.

SECOND PAYMENT:.....35.....% or.....\$8,478.75, when the organ
.....
when the organ is ready for assembly at the factory, and the balance as follows:.....\$13,323.75 when
the organ has been built and installed.
.....
.....
.....

MAY 15 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 20% 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 20% 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 amended 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 time 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 4 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. MOLLER, INC.

WITNESS

M. H. Dunsmore, Chrm Organ Comm.

H. E. Shepard, Sec'y Bd. of Trustees

By Henry Beard (SEAL)
Party of the first part

FIRST BAPTIST CHURCH
KALAMAZOO, MICHIGAN (SEAL)

By I. R. Thayer (SEAL)
Chrm Bd. of Trustees

D. T. Greene (SEAL)
Chrm Bldg. Comm.

E. G. Upjohn (SEAL)
Party of the second part
Chrm. Finance Comm.

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. MOLLER, INC.

June 23, 1949 1949

By W. R. Daniels, V. P.

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.

ADDENDUM 14: The party of the second part is extended the option, pending completion of the church building plans, of revising these specifications at any time before actual construction of the organ shall begin. Notification of such date shall be given in advance in writing by the party of the first part.

EXEMPTION CERTIFICATE

(For use by a religious or nonprofit educational institution purchasing musical instruments subject to tax under section 3404(d) of the Internal Revenue Code for exclusively religious or educational purposes.)

June 14, 1949
Date

The undersigned purchaser hereby certifies that he is

Chairman of Board of Trustees
(Title)

First Baptist Church, Kalamazoo, Michigan
(Religious or nonprofit educational institution)

that he is authorized to execute this certificate; and that the musical instruments specified in the accompanying order or on the reverse side hereof, are purchased by such institution for EXCLUSIVELY religious or educational purposes.

It is understood that this exemption certificate is for use only by a religious or nonprofit educational institution in the tax-free purchase of musical instruments for exclusively religious or educational purposes; and it is agreed that if the musical instruments purchased tax-free under this exemption certificate are used otherwise, such fact will be reported to the manufacturer from whom they were purchased tax-free.

The organization claiming this exemption (has) (has not) received a ruling from the Bureau of Internal Revenue holding it to be an exempt religious or nonprofit educational institution under section 101(6) of the Internal Revenue Code. The date of such ruling is and such ruling has not been withdrawn or revoked.

(Signature)..... I. R. Thayer, Chmn of Board
(Title)

The fraudulent use of this certificate for the purpose of securing exemption from the payment or adjustment of taxes will subject the guilty party to a fine of not more than \$10,000 or imprisonment for not more than 5 years or both.

M. P. MÖLLER Organ Factory

Slifer

Pipe Organ No.	8082	Date	June 23, 1949
For	FIRST BAPTIST CHURCH, KALAMAZOO, MICHIGAN		
Action	Electro-pneumatic	Console	Detached
Casing No	None	Finish	As per sample
Decorations	None	Motor	7½ H.P., Style 3-P-3330
Width of Key-bed	Standard	Stops & intra-man. coup. by Drunkings.	
No. Manuals	Three	Stop Controls	Inter-mah. coup. by 111-ting tablets.
To be Completed	September 14, 1950	Wind Pressure	Gt. & Ch. 4", Sw. 4½"
		Blower Pipe furnished by	Purchaser

SPECIFICATIONS

PITCH *A-440*

Great Organ

1	16'	Spitzflöte (Unit).....36-2/3.....24 Zinc..S.M....85 pipes
2	8'	Diapason.....CC 40, TC 57.....18-19-½.....12 Zinc..S.M....73 pipes
3	8'	Hohlflöte.....Reg. Hohlflöte, Open Mel. Bass.....85 pipes
4	8'	Spitzflöte.....from #1.....73 notes
5	4'	Octave.....58.....18-19-½.....S.M....73 pipes
6	4'	Flute Ouverte.....from #3.....73 notes
7	2'	Super Octave.....68.....S.M....61 pipes
8	IV Rk.	Fourniture..(12-19-22)....3 W.....S.M....183 pipes
		12th 66 - 19th 78 - 22nd 82....15th draws #7.....
9		Chimes.....(prepared for console only)
10		Tremolo

Swell Organ

11	8'	Rohrflöte.....56.....12 Zinc..S.M....73 pipes
12	8'	Viole de Gambe.....54.....12 Zinc..S.M....73 pipes
13	8'	Viole Celeste (AA).....56.....3 Zinc..S.M....64 pipes
14	4'	Prinzipal.....58.....S.M....73 pipes
15	4'	Koppelflöte.....60.....S.M....73 pipes
16	IV Rk.	Plein Jeu (15-19-22-26)....4 N.....S.M....244 pipes
17	16'	Contra Fagotto..t.c.....from #19.....61 notes
18	8'	Trumpet.....4".....85 pipes
19	8'	Oboe.....3-1/2".....73 pipes
20	8'	Vox Humana.....1-1/2".....S.S.B....73 pipes
21	4'	Clarion.....from #18.....73 notes
22		Tremolo

Choir Organ

23	8'	Concert Flute.....52-3/4.....12 Zinc..S.M....73 pipes
24	8'	Dolcan.....56 @ Mouth, 50 @ Top....12 Zinc..S.M....85 pipes
25	8'	Dolcan Celeste..t.c.....56 @ Mouth, 50 @ Top....S.M....61 pipes
26	4'	Nachthorn.....60.....S.M....73 pipes
27	4'	Dolcan.....from #24.....73 notes

Choir Organ (Cont'd)

28	2-2/3'	Nasat.....62.....S.M....66 pipes
29	2'	Piccolo.....from #28.....61 notes
30	8'	Clarinet..(bell-type)....1-1/2.....73 pipes
31		Tremolo

Pedal Organ

32	16'	Diapason...CCC 32,CC 40...12 pipes, 20 from #2....4" W....32 notes
33	16'	Bourdon.....Large Ped. Bdn.....4" V....44 pipes
34	16'	Spitzflöte.....from #1.....32 notes
35	16'	Rohrgedacht...CCC 40,CC 56...12 pipes, 20 from #11....4" V....32 notes
36	10-2/3'	Quinte.....from #33.....32 notes
37	8'	Oktav.....40.....17 Zinc..C.M....4" W....44 pipes
38	8'	Bourdon.....from #33.....32 notes
39	8'	Spitzflöte.....from #1.....32 notes
40	8'	Gedacht.....from #11.....32 notes
41	4'	Super Oktav.....from #37.....32 notes
42	4'	Rohrflöte.....from #11.....32 notes
43	III Rk.	Spitz Cornet....(12-15-17).....from #1.....32 notes
44	16'	Double Trumpet.CCC 7",CC 4"....12 pipes, 20 from #18....6" W....32 notes
45	8'	Trumpet (Swell).....from #18.....32 notes

Couplers

46	Great to Pedal 8'	58	Swell to Choir 16'
47	Great to Pedal 4'	59	Swell to Choir 8'
48	Swell to Pedal 8'	60	Swell to Choir 4'
49	Swell to Pedal 4'	61	Great 16'
50	Choir to Pedal 8'	62	Great 8' Off
51	Choir to Pedal 4'	63	Great 4'
52	Swell to Great 16'	64	Swell 16'
53	Swell to Great 8'	65	Swell 8' Off
54	Swell to Great 4'	66	Swell 4'
55	Choir to Great 16'	67	Choir 16'
56	Choir to Great 8'	68	Choir 8' Off
57	Choir to Great 4'	69	Choir 4'

Adjustable Combinations

Pistons No. 1-2-3-4-5-6	Affecting Great Organ
Pistons No. 1-2-3-4-5-6-7-8	Affecting Swell Organ
Pistons No. 1-2-3-4-5-6	Affecting Choir Organ
Toe Studs No. 1-2-3-4-5-6	Affecting Pedal Organ (to right of Crescendo Pedal)
Pistons No. 1-2-3-4-5-6	Generals, affecting entire organ (duplicated by pedal studs to left of expression pedals)
General Cancel Piston	

Pedal Movements

Balanced Expression Pedal, Great Organ
Balanced Expression Pedal, Swell Organ
Balanced Expression Pedal, Choir Organ
Balanced Crescendo Pedal, with indicator lights
Great to Pedal Reversible, manual piston and toe stud
Swell to Pedal Reversible, manual piston and toe stud
Choir to Pedal Reversible, manual piston and toe stud
Full Organ Reversible, manual piston and toe stud, with indicator light
Master Expression Reversible Piston, with indicator light

Accessories

Concave, Radiating Pedal Clavier
Organ Bench with Music Shelf and Backrest
Starter buttons mounted in console
Electric motor, blower and action current generator of ample capacity.
Electric Clock (Mounted)
Metronome (Mounted)

JHH:jr
3/27/50

This Questionnaire to be attached to every Factory and Local Copies of Contracts

NOT TO BE ATTACHED TO CUSTOMERS COPIES

Organ No. 6082
Name of Institution FIRST BAPTIST CHURCH
City KALAMAZOO State MICHIGAN

- (1) Correct measurements of organ space are absolutely necessary with contract.
- (2) Send sketch of floor plan of church showing location of organ, choir, pulpit and console
- (3) Where is the most convenient place for electric cables to enter organ chambers?
floor
- (4) Where is the most convenient place for blower pipe to enter organ chambers?
floor
- (5) Give exact size of doors through which organ parts are to pass. 6'
- (6) Are there any obstructions near doors, short turns, etc? NO
- (7) Where is the best location for blower? basement
- (8) Give size of room for blower. ample
- (9) Give size of doors through which blower has to pass 3'-6"
- (10) Give distance from blower to organ chamber About 30 and 45 feet
- (11) Kind of wood to be used for

(console)	<u>undetermined, though probably plain oak</u>
(case)	
(grille)	<u>and samples. If oak, state if plain or quartered.</u>
- (12) Do we furnish any case? probably
- (13) Do we furnish any grille? (13a) Is grille to be finished same as case or console?
- (14) If we furnish grille for arches we must have templets
- (15) Does case go on inside, between or outside of arch?
- (16) Give thickness of arch or openings
- (17) Give style of panels desired in case or console Gothic
- (18) If door to be in case, is it for choir entrance? none
- (19) If organ case is built by church, we must have templet giving exact size for pipes
- (20) Do we furnish front pipes? perhaps (20a) Decoration for front pipes
- (21) Is console attached or detached? det.
- (22) How many feet of cable required from console to organ? undetermined
- (23) If console movable, how much flexible air hose do we furnish?
- (24) Is organ divided or not? yes
- (25) Is organ all enclosed? yes (25a) If not, state how much is out
- (26) Do we make swell box around chest? no
- (27) If all enclosed, who builds organ chambers? church
- (28) Give dimensions of auditorium

(Height)	<u>30'</u>	BY
(Width)	<u>60'</u>	
(Depth)	<u>90'</u>	

 (28a) Seating capacity (Auditorium) 150
(Gallery) 350
- (29) Kind of stop controls? dr (29a) Kind of coupler controls? tt
- (30) Color of Stop controls?
- (31) Is the organ to have tubular or electric action? (31a) Style of console?
- (32) Is the building old or new? old
- (33) Have organ plans been made by us? no (33a) If approved, state when and by whom?
- (33b) Return copy.
- (34) Street address of church (34a) (County)
- (35) Name of organist and street address Mrs. M. H. Dunsmore, 1631 Grove St. Kt
- (36) Name of architect and street address Rendall Wagner, 1510 American National Bank Bldg. Kt
- (37) Name of party organ is to be shipped to and street address Dr Thomas Wylie, c/o Church
- (38) Give name of nearest freight station to church for carload as well as less carload shipments
Kalamazoo
- (39) If we get old organ, we must have complete specifications, measurements, and photograph, name of maker, also how old, and present condition when contract is mailed

Remarks: Building plans for new chancel and organloft incomplete at present.
Ample space will be provided as required.

Answer these questions and do not merely refer factory to plans.

CITY	Kalamazoo	STATE	Mich.	FILE NO.	3556
CHURCH	First Baptist	ADDRESS			8082
PASTOR		ADDRESS			
ORGANIST		ADDRESS			
ARCHITECT		ADDRESS			
OTHERS INTERESTED	Charles T. Goodsell, Kalamazoo College J.B. Brockman, P.O.B. 1029				
DATE PROSPECT REC'D	2/1/41	SOURCE	Goodsell's letter		
REFERRED TO		DATE			
AMOUNT TO BE EXPENDED ON ORGAN					
INTERESTED IN					
COMPETITION					
VALUE BUILDING		SIZE AUDITORIUM			
HOW SOON MUST ORGAN BE INSTALLED					
DIMENSION ORGAN SPACE					
SPECIFICATIONS SENT		DATE		PRICE	

CITY	PROSPECT	REPRESENTATIVE
KALAMAZOO	FIRST BAPTIST	

HOME OFFICE SALES EFFORTCALL
BACKLITERATURE SENT

DATE	TO WHOM	BACK	KIND	DATE	
12/41	Got note Dr. Goodell				31
12/1/49	J. D. B. referred letter from Mrs. F. B. Brockbank to Henry Beards				29
1/11/48	Report blanks to H. B.				28
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Notindex PAT. APR. 8, '22 FEB. 6, '27

M. P. MOLLER, INC.

27-08-578-2

BRANCH OFFICE SALES EFFORT

CALL
BACKLITERATURE SENT[illegible]

CHURCH	First Baptist	ADDRESS	Kalamazoo, Mich.
PASTOR		ADDRESS	
CORRESPONDENT	Dr. Thomas Wylie	ADDRESS	
ARCHITECT		ADDRESS	
ORGANIST		ADDRESS	
DRAYMAN		ADDRESS	
CONTRACT REC'D	6/23/49	TO BE COMPLETED	BUILDING: OLD NEW
SIZE OF AUDITORIUM		SEATING CAPACITY	ARCHITECTURE
OLD ORGAN	ALLOWANCE	DISPOSAL	
FREIGHT STATION		ROUTE	RATE WEIGHT
ORGAN CHAMBER BY		CONDUITS BY	BLOWER PIPE BY
STYLE BLOWER	H. P.	SIZE OF OUTLET	GENERATOR
CURRENT: A. C.	D. C.	PHASE	CYCLE VOLTS BLOWER SHIPPED
MANUALS	3	STOP CONTROLS	COUPLER CONTROLS
ACTION	CONSOLE	WIND PRESSURE	PITCH
WOOD: CASE	GRILLE	CONSOLE	DISPLAY PIPES
REEDS VOICED BY			
DIAP.	FLUTES	STRINGS	REEDS PERCUSSIONS
SENT PLANS TO			DIMENSIONS OK FRONT OK
WROTE FOR WOOD SAMPLE			TO FINISHER
WROTE FOR CURRENT SPEC.			BLOWER ORDERED SHIPPED
WROTE FOR FREIGHT STATION & DRAYMAN			
STRATIS OF BLDG. & INSTALLATION DATE			
ORGAN SHIPPED	FINISHED	ERECTED BY	COST
SALESMAN	Beard	PRICE	\$24,225.00
		CORRESPONDENCE TRANSFER NO.	

CITY	STATE	INSTITUTION	ORGAN NO.
Kalamazoo	Michigan	First Baptist Church	8082