

9580

M. P. MÖLLER, INC.

THIS AGREEMENT, Made this .....18..... day of ..February.. 1961, by and between M. P. MÖLLER, INC., a corporation, of Hagerstown, Maryland, hereinafter called the "Manufacturer" and BOSTON AVENUE METHODIST CHURCH, hereinafter called the "Church" whose address is 1301 South Boston Avenue, Tulsa, Oklahoma.

WITNESSETH: That the parties hereto, each in consideration of the promises and agreements of the other party herein contained, do promise and agree as follows:

Manufacturer agrees:

1. To manufacture an organ after and according to the annexed specifications and to plans of the organ location space to be hereafter submitted by the Manufacturer and to erect said organ in the above church ready for use on or before the 15th day of December 1961, or as soon thereafter as possible in the event of delays beyond its control, and further agrees to furnish a performance bond covering this agreement.
2. That the organ when completed shall be first class, free from defects in materials, tone quality or workmanship, and that the Church may have it examined, immediately on completion, in the presence of a representative of the Manufacturer, by a competent and disinterested expert; if said examination shows that the organ does not conform with this Agreement, Manufacturer will, at its own expense, make it so conform.
3. To guarantee and does hereby guarantee the action and construction of the organ for a term of five (5) years from the date of completion, against defects in material and workmanship; and agrees at its own cost to correct and defects in either material or workmanship that may be brought to its attention within that time. This guarantee does not include tuning or ordinary care of the organ (or electric motor and generator which are guaranteed by the manufacturers thereof for one year), nor does it include any difficulties with or failures in the mechanism or operation of said organ which may be brought about by failure properly to protect, service and care for the same or by misuse or abuse thereof.
4. To assume and does hereby assume all risks of damage to or loss of said organ and its parts until they, and each of them, are installed in the Church building or until the organ is accepted by the Church, whichever shall first occur; and at its own cost and expense to insure said organ and its parts against loss or damage by fire, water, theft, and other risks provided for in standard insurance policies containing extended coverage endorsement.

The Church agrees:

5. To pay to Manufacturer the sum of \$82,000.00 as follows:  
First Payment: 10% or \$8,200.00 on signing of this Agreement.  
Second Payment: 35% or \$28,700.00 when the organ is ready for assembly at the factory, and the balance as follows: 55% or \$45,100.00 upon completion and acceptance of the organ.
6. To pay any and all federal, state and/or city, excise, sales and/or use taxes applicable to the transaction evidenced hereby; said taxes to be paid according to law to such person or authority as may be proper, in addition to the above price.

7. That the building and organ location space will be in proper condition for installation of the organ seven (7) weeks previous to the above mentioned date of completion, and further agrees if the building is not ready for the installation within six months after the above mentioned date of completion, to a possible increase in price up to and including 5% of the above mentioned price. Any such increase, if applied, must be as a result of increases in cost and justified by the Manufacturer as the direct result of delay in installation.

8. That at and after the time of delivery it will provide all necessary light, heat, power, and uninterrupted opportunity to install said organ under such conditions as are necessary for proper tone regulation and tuning. Any failure of this provision will be called to the attention of the Church for rectification.

9. At its own cost to cause to be done, furnished, provided and/or installed: (a) Any necessary foundation and enclosures for the electric motor and blower, (b) all wind conductor between blower and organ, (c) all wiring connected therewith, (d) such lights as may be needed for the installation and future care of the organ, (e) any necessary cutting of floors, partitions or other parts of the building, (f) automatic remote control motor starter, electrical conduits or other special equipment when required, and (g) skids, block and tackle or other proper mechanical apparatus and all labor connected therewith, when organ chambers are so located that organ parts must be hoisted.

10. To carry out the provisions of Paragraph 9 hereof promptly and diligently so that installation of said organ is not delayed.

It is mutually agreed:

11. That cabinet work (except as necessary to enclose the console), grilles, panel work, etc. are not included in this Agreement.

12. That in the event manufacturer of the organ is delayed beyond the anticipated date of delivery mentioned in the Agreement by reason of governmental regulations, such as war, crisis, etc. and during such period of delay the Manufacturer's labor and/or material costs shall increase to such extent that it believes, in good faith, that it cannot manufacture said organ at the named price without loss, the parties hereto will negotiate in good faith for a reasonable increase in price; in the event of failure to agree upon such increase, either party hereto may cancel this Agreement by written notice to the other; and upon such cancellation the Manufacturer shall promptly return any payment or payments theretofore received by it under this Agreement.

13. That the organ, when completed and installed, will in every event be and be deemed to be, and be treated as personal property; that the title and ownership thereof shall be and remain in the Manufacturer until the purchase price and any and all promissory notes given in respect thereof (together with all applicable interest thereon) have been fully paid, after which said organ shall become the property of the Church; and until the completion of payment as aforesaid the organ shall be held by the Church and/or other owner or lessee of the premises in which the same is contained in trust for the use, benefit and security of the Manufacturer, free, clear and excluded from any lien, mortgage, pledge or other encumbrance of whatever nature, except such as shall be expressly subject and subordinate to the right, title and interest of the Manufacturer as herein expressed.

14. That this Agreement shall be binding after, but not before, acceptance by the Manufacturer at Hagerstown, Maryland, where said organ is to be constructed in its plant; and that all verbal agreements and understandings are merged in this agreement and the specifications attached hereto, which constitute the entire agreement.

15. That this Agreement covers items mentioned under "Special Conditions" and "Construction Details".

IN WITNESS WHEREOF, The Church has caused this Agreement to be executed by its duly authorized officers and its seal to be hereto affixed the day and year first above written, and Manufacturer has caused this Agreement to be accepted by its duly authorized officers and its seal to be hereto affixed the day and year hereinafter written.

ATTEST:

BOSTON AVENUE METHODIST CHURCH  
An Oklahoma Religious Corporation

.....  
(Secretary)

By.....L. C. Clark.....(SEAL)

.....(SEAL)

.....(SEAL)

.....(SEAL)

MANUFACTURER'S SALES REPRESENTATIVE:

.....:

This agreement is not binding until accepted by M. P. Møller, Inc., at Hagerstown, Maryland.

Accepted, Hagerstown, Maryland.

M. P. MOLLER, INC.

.....2 - 21 - 61.....

By.....W. R. Daniels, V. P. ....

NOTE--If terms other than "cash on completion" are desired they can be arranged for before agreement is signed. All deferred payments to be secured by notes signed by church trustees or other proper officers or persons and bear interest at 6% from date.

# M. P. MÖLLER Organ Factory

*Slifer*

Pipe Organ No. 9580 Date February 21, 1961  
 For BOSTON AVENUE METHODIST CHURCH, TULSA, OKLAHOMA  
 Action Moller's Electro-Pneumatic Console Detached - No roll top.  
 Casing No. None Finish As Per Sample  
 Decorations None Motor Present 15 H.P. Motor & Blower  
 Width of Key-bed Standard Speaking stops and intra-manual couplers by Stop Controls draw knobs. Inter-manual  
 No. Manuals Four couplers by tilting tablets.  
 To be Completed December 15, 1961 Wind Pressure Gt. 3-3/4" Sw. 1" Ch. 1" Pos. 3"  
 Blower Pipe furnished by Bomb. 7" Ped. 4" & 6"  
 Purchaser

PITCH: A-440

## SPECIFICATIONS

### GREAT ORGAN

Unenclosed

1.	16°	Quintadena.....	44	19-1/2	24	Zinc S.M.....	61	Pipes
2.	8°	Principal.....	45	17-1/2	12	Zinc S.M.....	61	Pipes
3.	8°	Gedackt.....	54	20-1/2	12	Zinc S.M.....	61	Pipes
4.	4°	Octave.....	57	18-1/2		S.M.....	61	Pipes
5.	4°	Spitzflöte.....	58-2/3	19-1/2		S.M.....	61	Pipes
6.	2°	Waldflöte.....	72-2/3	20-1/2		S.M.....	61	Pipes
7.	IV Rks.	Fourniture.....	Formula "A"	18-1/2		S.M.....	244	Pipes
8.	III Rks.	Cymbel.....	Formula "B"	18-1/2		S.M.....	183	Pipes
9.		Chimes *	From # 55				25	Notes

### SWELL ORGAN

10.	16°	Flauto Dolce...	CCC 42-2/3	CC 52-2/3	18-1/2	24	Zinc S.M...	73	Pipes
11.	8°	Rohrflöte.....	54	21-1/2	12	Zinc S.M.....	61	Pipes	
12.	8°	Viola Pomposa...	52	18-1/2	12	Zinc S.M.....	61	Pipes	
13.	8°	Viola Celeste...	54	18-1/2	12	Zinc S.M.....	61	Pipes	
14.	8°	Flauto Dolce.....	from #10				61	Notes	
15.	8°	Flute Celeste T.C...	54-2/3	18-1/2		S.M.....	49	Pipes	
16.	4°	Prestant.....	58	18-1/2		S.M.....	61	Pipes	
17.	4°	Flachflöte.....	58-2/3	20-1/2		S.M.....	61	Pipes	
18.	2°	Doublette.....	72	19-1/2		S.M.....	61	Pipes	
19.	II Rks.	Sesquialter....	Formula "C"	1/2 as specified		S.M.....	122	Pipes	
20.	IV Rks.	Plein Jeu.....	Formula "D"	18-1/2		S.M.....	244	Pipes	
21.	16°	Fagot.....	4"				73	Pipes	
22.	8°	Trompette.....	3"				61	Pipes	
23.	8°	Fagot.....	from #21	1-42			61	Notes	
24.	4°	Schalmey.....	1-1/4"				61	Pipes	
25.		Tremulant							

### CHOIR ORGAN

Enclosed

26.	8°	Nason Gedackt...	Reg. Man. Bdn. Hardwood Fronts - Wood.....	61	Pipes
27.	8°	Spitzviol.....	50-3/4	17-1/2	12 Zinc S.M..... 61 Pipes
28.	8°	Erzähler.....	52-1/4	17-1/2	12 Zinc S.M..... 61 Pipes

CHOIR ORGAN (cont'd)Enclosed

29.	8"	Erzahler Celeste T.C....	54-1/4...17-1/2.....S.M.....	49 Pipes
30.	4"	Koppelflöte.....	62.....20-1/2.....S.M.....	61 Pipes
31.	4"	Harfenprincipal.....	62.....17-1/2.....S.M.....	61 Pipes
32.	2-2/3"	Nasat.....	66-2/3.....20-1/2.....S.M.....	61 Pipes
33.	2"	Nachthorn.....	68.....20-1/2.....S.M.....	61 Pipes
34.	8"	English Horn.....	4".....	61 Pipes
35.	4"	Hautbois.....	3" @ 8" CC.....	61 Pipes
36.		Tremulant		

POSITIV ORGANUnenclosed

37.	8"	Copula.....Reg. Stopped Diapason Hardwood Fronts-Wood.....	61 Pipes
38.	4"	Rohrflöte.....	62.....21-1/2.....S.M.....61 Pipes
39.	4"	Gemshorn.....	58-1/2.....17-1/2.....S.M.....61 Pipes
40.	2"	Prinzipal.....	71.....18-1/2.....S.M.....61 Pipes
41.	1-1/3"	Kleinquinte.....	78-2/3.....20-1/2.....S.M.....61 Pipes
42.	1"	Octavlein.....	84.....18-1/2.....S.M.....61 Pipes
43.	III Rks.	Scharfmixtur.....	Formula "E" 18-1/2.....S.M.....183 Pipes
44.	8"	Singend Regal.....	19/64..Brass Tube 6" length @ 8" CC....61 Pipes

BOMBARDE ORGANEnclosed

45.	16"	Bombarde.....	4".....Reg.....	61 Pipes
46.	8"	Trompette Harmonique....	3-3/4"....Har. 2" C.....	61 Pipes
47.	4"	Clarion Harmonique.....	2-3/4"....Har. 1" C.....	61 Pipes
48.	IV Rks.	Harmonics.....	Formula "F"....18-1/2.....S.M.....	244 Pipes

ANTIPHONAL ORGAN \*\*Enclosed

49.	8"	Gedackt.....	present pipes and action...no change.....	61 Pipes
50.	8"	Gemshorn.....	present pipes and action...no change.....	61 Pipes
51.	4"	Fugara.....	present pipes and action...no change.....	61 Pipes
52.	2"	Flautino.....	present pipes and action...no change.....	61 Pipes
53.	8"	Oboe.....	present pipes and action...no change.....	61 Pipes
54.		Tremulant		
55.		Chimes * Present Pipes and action...G to Q...#202 #4* ...	25 Pipes	

PEDAL ORGAN

56.	32"	Cornet.....	Synthetic Formula "G".....	32 Notes
57.	16"	Principal.....	32.....17-1/2.....29 Zinc S.M.....	32 Pipes
58.	16"	Subbass.....	1-18 Wood Large Ped. Bdn. #19..52...19-1/2	5/ 6 Zinc S.M..... <del>32</del> Pipes
59.	16"	Quintaton.....	from #1.....	32 Notes
60.	16"	Flauto Dolce.....	from #10.....	32 Notes
61.	8"	Geigen.....	45.....18-1/2.....12 Zinc S.M.....	32 Pipes
62.	8"	Bourdon.....	from #58.....	32 Notes
63.	8"	Flauto Dolce.....	from # <del>58</del> 10.....	32 Notes



PEDAL ORGAN (cont'd)

64.	8°	Quintaton.....	from #1.....	32 Notes
65.	4°	Choralbass.....	56.....18-1/2.....	S.M....32 Pipes
66.	4°	Blockflöte.....	54-3/4.....20-1/2.....	S.M....44 Pipes
67.	2°	Blockflöte.....	from #66.....	32 Notes
68.	III Rks.	Mixture.....	Formula "H".....17-1/2.....	S.M....96 Pipes
69.	16°	Posaune.....	CCC 8".....CC 4-1/2".....	56.32 Pipes
70.	8°	Posaune.....	from #69.....	32 Notes
71.	4°	Clarion.....	from #69.....	32 Notes
72.	16°	Fagot.....	from #21.....	32 Notes
73.	4°	Fagot.....	from #21.....	32 Notes
74.		Chimes.....	from #55 - Wire #8 to 32 - - - - -	25 notes
74 A	32	Posaune (Console only)		

ANTIPHONAL PEDAL ORGAN

75.	16°	Lieblighbordon.....	2. present pipes present action <sup>20 from #49</sup> <del>no change</del> .....	32 Notes
76.	8°	Gedeckt.....	from #3.4?.....	32 Notes

COUPLERS

77.	Great to Pedal	97.	Positiv to Great	16°
78.	Swell to Pedal	98.	Positiv to Great	
79.	Swell to Pedal	99.	Bombarde	16°
80.	Choir to Pedal	100.	Bombarde	4°
81.	Choir to Pedal	101.	Bombarde Unison Off	
82.	Positiv to Pedal	102.	Great to Bombarde	
83.	Bombarde to Pedal	103.	<del>Great</del> to Bombarde <i>Swell</i>	4°
84.	Antiphonal to Pedal	104.	Choir	16°
85.	Great Unison Off	105.	Choir	4°
86.	Swell to Great	106.	Choir Unison Off	
87.	Swell to Great	107.	Swell to Choir	16°
88.	Swell to Great	108.	Swell to Choir	
89.	Choir to Great	109.	Swell to Choir	4°
90.	Choir to Great	110.	Positiv	16°
91.	Choir to Great	111.	Positiv Unison Off	
92.	Bombarde to Great	112.	Antiphonal	16°
93.	Bombarde to Great	113.	Antiphonal	4°
94.	Bombarde to Great	114.	Swell	16°
95.	Antiphonal to Great	115.	Swell	4°
96.	Antiphonal to Great	116.	Swell Unison Off	

ADJUSTABLE COMBINATIONS  
(Remote Control Capture System)

Pistons No. 1-2-3-4-5-6-7-8	Affecting Great Stops
Pistons No. 1-2-3-4-5-6-7-8	Affecting Swell Stops
Pistons No. 1-2-3-4-5-6	Affecting Choir Stops
Pistons No. 1-2-3-4-5-6	Affecting Positiv Stops
Pistons No. 1-2-3-4	Affecting Bombarde Stops
Pistons No. 1-2-3-4	Affecting Antiphonal Stops
Pistons No. 1-2-3-4-5-6-7-8	Affecting Pedal Stops.
Pistons No. 1-2-3-4-5-6-7-8-9-10	Generals, affecting all stops
General Cancel Piston	

PEDAL MOVEMENTS

Expression Pedal to Swell Organ  
 Expression Pedal to Choir Organ  
 Expression Pedal to Bombarde Organ & *antiphonal organ*  
~~Expression Pedal to Antiphonal Organ~~  
 Balanced Crescendo Pedal  
 Great to Pedal Reversible duplicated by manual piston  
 Swell to Pedal Reversible duplicated by manual piston \*\*\*  
 Choir to Pedal Reversible duplicated by manual piston \*\*\*  
 Bombarde to Pedal Reversible duplicated by manual piston  
 Tutti Reversible duplicated by manual piston  
~~All Swells to Swell Reversible duplicated by manual piston~~ *Master Expression Reversible duplicated by Manual Piston*  
 10 Toe Pistons duplicating the General Pistons  
 8 Toe Pistons duplicating the Pedal Pistons

\*\*\* Affecting the corresponding 4<sup>th</sup> Pedal Couplers in off motion only

ACCESSORIES

Crescendo Indicator Lights (4)  
 Tutti Reversible Indicator Light  
~~All Swell Reversible Indicator Light~~ *Master Expression Reversible Indicator light*  
 Fluorescent Music Light  
 Pedal Light  
 Signal Light - Console only  
 Signal Button - Console only  
 Motor Lock Switch  
 Combination Lock  
 English Ivory manual keys  
 Organ bench with music shelf  
 Pedal Clavier

SPECIAL CONDITIONS

The price of this contract includes transportation and installation of the organ subject to conditions of paragraph #8 of the contract form and to the conditions shown below.

The Church will provide at its own expense the following:

To the existing organ chamber at left side of chancel provide a new front wall with adequate tone opening, said opening provided with buck frame, the wall to be as nearly as possible on a 45 degree angle as related to the rear wall of chancel; paint entire walls and ceiling two coats of clear shellac; re-locate public address speakers now in this area; keep rooms clear of protrusions of ducts, pipes, etc., which are not agreed upon between the Builder and the Church's architects at time final architect's plans are developed.

To the existing organ chamber at right side of chancel provide conditions same as shown above for left chamber.

Under the existing organ chamber at left side of chancel provide a second leftside chamber by lowering ceiling of choir entrance room beneath; providing a floor to bear organ weighing approximately 6000 lbs; provide a tone opening framed with buck frame; ceiling light controlled from switch at trap door; re-work steel ladder up from room beneath for access to this new organ chamber; line the walls with tempered masonite painted a medium gray color; a floor of 3/4" plywood.

Under the existing organ chamber at right side of chancel, provide a new rightside organ chamber same as shown immediately above for left side.

In the blower room re-work the 18" blower pipe to meet the new static reservoir and provide 16" pipe from blower into the new reservoir.

Provide grille covering for above four chambers of Japanese fret-work shown to the Builder before this contract has been signed.

The Builder will, in addition to providing and installing the new organ as shown in preceding specifications, do the following:

\*Re-work existing Chimes and action in Antiphonal chamber by leathering the pneumatics and doing all required to obtain good chime tone.

\*\*Re-work existing Antiphonal Organ by completely leathering the 5 stop chest and two offset chests and swell engine; installing pipes from the main organ to obtain Antiphonal stop list as shown under that heading in specifications.

Have blower motor inspected by first class motor repair house and provide bearings or other work which may be required to place machine in top condition.

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It is agreed that the present blower, motor, starting apparatus and rectifier shall remain to power the new organ.

It is agreed that the existing Kilgen organ in the Church edifice becomes property of the Builder under terms of this agreement except the blower-motor-rectifier, the Antiphonal Organ and such pipes of the main organs as are required to tonally rework the Antiphonal organ. Builder will remove organ from premises at its own expense and at time to be agreed upon between Church and Builder. The Builder authorizes W. A. Brummer and/or B. L. McCrary to remove the old organ at the time agreed upon.

4/26/61  
JHH/mb



MIXTURE FORMULASGREAT ORGAN  
UnenclosedIV Rk. Fourniture Formula "A"

15	12	8	8
19	15	12	12
22	19	15	15
26	22	19	15
1-18	19-30	31-42	43-61

Unison 46 @ 8° CC 17-1/2 1/4 mouth S.M.  
 Quint 47 @ 8° CC 17-1/2 1/4 mouth S.M.

III Rk. Cymbel Formula "B"

26	22	19	15	12	8
29	26	22	19	15	12
33	29	26	22	19	15
1-12	13-24	25-36	37-48	49-54	55-61

Unison 47 @ 8° CC 17-1/2 1/4 mouth S.M.  
 Quint 48 @ 8° CC 17-1/2 1/4 mouth S.M.

SWELL ORGANII Rk. Sesquialter Formula "C"

12	12
17	15
1-51	52-61

2-2/3° 66 20-1/2 2/9 Sm. inside Chimney S.M.  
 2° 70 18-1/2 2/9 S.M.  
 1-3/5° 75-1/2 19-1/2 1/5 S.M.

IV Rks. Plein Jeu Formula "D"

19	15	12	8	8
22	19	15	12	12
26	22	19	15	15
29	26	22	19	15
1-12	13-24	25-36	37-48	49-61

Unison 47 @ 8° CC 18-1/2 1/4 mouth S.M.  
 Quint 48 @ 8° CC 18-1/2 1/4 mouth S.M.

POSITIV ORGANUnenclosedIII Rks. Scharf Mixture Formula "E"

29	26	22	19	15	12	8
33	29	26	22	19	15	12
36	33	29	26	22	19	15
1-12	13-24	25-30	31-36	37-42	43-54	55-61

Unison	48	@ 8'	CC	18-1/2	1/4 mouth	S.M.
Quint	50	@ 8'	CC	18-1/2	1/4 mouth	S.M.

BOMBARDE ORGANEnclosedIV Rks. Harmonics Formula "F"

17	15	12	8
19	17	15	12
21 <sup>b</sup>	19	17	15
22	21 <sup>b</sup>	19	15
1-18	19-42	43-49	50-61

Unison	46	@ 8'	CC	1/4 mouth	18-1/2	S.M.
Quint	47	@ 8'	CC	2/9 mouth	18-1/2	S.M.
Tierce	48-1/2	@ 8'	CC	1/5 mouth	18-1/2	S.M.
Flat 21	50-1/2	@ 8'	CC	1/6 mouth	18-1/2	S.M.

PEDAL ORGAN32' Synthetic Cornet Formula "G"

16'	Principal	32 notes
10-2/3'	Bourdon	32 notes
8'	Geigen	32 notes
6-2/5'	Flauto Dolce	32 notes
5-1/3'	Bourdon	32 notes
4-4/7'	Flauto Dolce	32 notes
4'	Choral Bass	32 notes

III Rk. Mixture Formula "H"

2'	69	17-1/2	1/4	S.M.
1-1/3'	78	17-1/2	2/9	S.M.
1'	82	17-1/2	1/4	S.M.