

# Memorandum of Agreement, Made this.....17th.....

day of...October.....A. D., 193.8., by and between M. P. MOLLER, Inc., of Hagerstown, Maryland, party of the first part, and.....UNION BAPTIST CHURCH.....  
 .....PHILADELPHIA.....PENNSYLVANIA.....  
 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 above Church.....

.....  
 ready for use on or before the...15th.....day of.....January.....A. D., 193.9., 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..Three thousand five hundred and fifty..(\$3,550.00). dollars

AS FOLLOWS:

FIRST PAYMENT: .....ten percent..(10%).....  
 on the signing of this contract.

SECOND PAYMENT: .....twenty (20%) percent.....  
 when the organ has been built and installed, and the balance as follows:

By six semi-annual notes for equal amounts for six, twelve, eighteen,.....  
 twenty-four, thirty and thirty-six months respectively, with interest....  
 at 6% per annum.....

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

DEC 7 - 1938

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

B. J. Burns.....

Henry F. Baecker.....

M. P. MOLLER, INC.

By: John H. Hose.....(SEAL)

Party of the first part  
UNION BAPTIST CHURCH

By: John C. Asburg, Pres.....(SEAL)

Chas. E. Hart.....(SEAL)

Wm. H. Nixon.....(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.

October 19, 1938

By E. O. Shulenberger

Vice President

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

Pipe Organ No. # 6716 Date Oct. 17, 1938  
 For UNION BAPTIST CHURCH, PHILADELPHIA, PA.  
 Action Electric Console Detached  
 Casing No. \_\_\_\_\_ Finish \_\_\_\_\_  
 Decorations present case Motor Electric  
 Width of Key-bed \_\_\_\_\_ Stop Controls Tilting Tablets  
 No. Manuals 3 Wind Pressure Gt. 4", Sw. - 3", Ped. 5"  
 To be Completed Jan. 15, 1939 Blower Pipe furnished by purchaser

## SPECIFICATIONS

### GREAT ORGAN

1/2 on 18-19

1	8'	new	Open Diapason, I.....	44 scale- 12 zinc - S.M.	new.....	61 Pipes
2	x 8'	PP	Open Diapason, II.....	#1-17, wood Violone, #18 Up metal, #19 sc-	61 "	
3	8'	PP	Gemshorn.....	#1-12 wood, 3x3 1/2 O.D., #13 up metal, 44-2/3 sc....	61 "	
4	8'	PP	Clarabella.....	Reg. Melodia Stp. Bass.....	61 "	
5	4'	new	Octave.....	56 scale- S.M.....	61 "	
6	2-2/3'		Twelfth.....	66 scale- S.M.- new.....	61 "	
7	2'	new	Fifteenth.....	70 scale- S.M.....	61 "	
8	III Rks.		Mixture.....	prepared for in console only		
9			Chimes.....	rebuild present action using present bells.....	20 bells	
			Tremolo - new			
x			Unenclosed			

### SWELL ORGAN

10	16'	PP	Bourdon.....	Reg. M. Bdn.....	73 Pipes
11	8'	PP	Open Diapason.....	#1-17 wood, #18 Metal 42 sc.....	61 "
12	8'		Gedackt.....	from # 10.....	61 Notes
13	8'	PP	Gamba.....	60 scale- 12 zinc - metal.....	61 Pipes
14	8'	PP	Gamba Celeste, T.C.....	60 scale- metal.....	49 "
15	4'	new	Octave.....	58 scale- S.M.....	61 "
16	4'	PP	Flute Harmonic.....	Reg. Con, Flute - wood.....	61 "
17	8'	PP	Trumpet.....	6".....	61 "
18	8'	PP	Oboe.....	3 1/2".....	61 "
19	8'	PP	Vox Humana.....	1-3/4".....	61 "
20			Tremolo - new		

### CHOIR ORGAN

20	8'	PP	Open Diapason.....	# 1-17 wood, #18 up metal- 44 scale.....	61 Pipes
21	8'	PP	Dulciana.....	#1-12 wood - # 13 up metal 56 sc.....	61 "
22	8'	N P	Concert Flute.....	Reg. wood - used pipes.....	61 "
23	8'	PP	Unda Maris.....	#1-12 wood - # 13 up metal - 60 sc.....	61 "
24	4'	PP	Flute d'Amour.....	reg. wood.....	61 "
25	8'	PP	Clarinet.....	1-5/8".....	61 "
			Tremolo - new		

### PEDAL ORGAN

26	16'	PP	Open Diapason.....	Reg. wood #. 45-56. new.....	56 Pipes
27	16'	PP	Bourdon.....	# 2 Bourdon.....	44 Pipes
28	16'	PP	Violone.....	Reg. Violone 20 from # 2.....	12 Pipes
29	8'		Octave.....	from # 26.....	32 Notes
30	8'		Flute.....	from # 27.....	32 "
31	4'		Super Octave.....	from # 26.....	32 "
32	8'		Trumpet.....	from # 17.....	32 "
33	16'	UP	Trombone.....	#1-12, 10" CCC - 20 from # 17.....	12 Pipes



## COUPLERS

34	Great to Great 16'
35	Great to Great 8'
36	Great to Great 4'
37	Swell to Great 16'
38	Swell to Great 8'
39	Swell to Great 4'
40	Choir to Great 16'
41	Choir to Great 8'
42	Choir to Great 4'
43	Swell to Swell 16'
44	Swell to Swell 8'
45	Swell to Swell 4'
46	Choir to Choir 16'
47	Choir to Choir 8'
48	Choir to Choir 4'
49	Choir to Swell 16'
50	Choir to Swell 8'
51	Choir to Swell 4'
52	Swell to Choir 16'
53	Swell to Choir 8'
54	Swell to Choir 4'
55	Great to Pedal 8'
56	Great to Pedal 4'
57	Swell to Pedal 8'
58	Swell to Pedal 4'
59	Choir to Pedal 8'
60	Choir to Pedal 4'

## ADJUSTABLE COMBINATIONS

Pistons No. 1-2-3-4-5	Affecting Entire Organ
Pistons No. 1-2-3-4-5	Affecting Great Organ
Pistons No. 1-2-3-4-5	Affecting Swell Organ
Pistons No. 1-2-3-4-5	Affecting Choir Organ
Pistons No. 1-2-3-4-5	Affecting Pedal Organ
General Cancel Piston	
Pedal stud for Great to Pedal Reversible	
Pedal stud for Sforzando Reversible - operating stop key	

Balanced Expression Pedal for Swell Organ  
 Balanced Expression Pedal for Choir Organ  
 Balanced Crescendo Pedal

Expression Indicators  
 Crescendo Indicator

## GENERAL SPECIFICATIONS

1. CONSOLE  
 The present console shall be rebuilt entirely. Only the manual keyboards, pedal keyboards and present casing shall be used in the rebuilding. All keys to be rebushed and refinished.  
 The console action, including combination action, is to be the Moller standard electric type, exactly as used in the organ at St. Thomas R. C. Church Wilmington, Delaware.
2. WIND CHESTS  
 The present wind chests to be rebuilt as follows.- all pouches to be re-leathered with first grade imported lamb skins. The present membrane stop action in wind chests to be replaced with the modern Moller stop action. All pouches and primary action to be re-leathered. Bridges shall be put on bottom of chest for all separation of bottom boards as well as machine screws to be used for bottom boards.

3 REGULATORS

All regulators to be re-leathered with first grade sheep skin.

4. SHADE PNEUMATICS

Present shade pneumatics to be recovered.

5. SWELL BOXES

The Swell organ Swell box to be enlarged as necessary to receive pedal reed stop.

6. PIPE WORK.

The pipes of the present organ are to be used but all are to be thoroughly repaired, cleaned and revoiced. All new pipes to be of cast spotted metal, excepting for the basses which are to be of zinc.

7. BLOWERS.

The present blower and generator shall be used after being put in first class condition.

It is mutually understood and agreed that parts of the present organ not distinctly specified herein are to be used as is, excepting that the organ builder shall correct any defects in any part which exists at the time of organ installation.

ROW: D

11-19-38