

Memorandum of Agreement, Made this thirteenth

day of April A. D., 1928, by and between **M. P. MOLLER, Inc.**, of Hagerstown, Maryland, party of the first part, and
Swedish Evangelical Lutheran Zion Church,
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 Swedish Ev. Lutheran Zion Church,
Carlton Ave., Cloquet, Minn.

ready for use on or before the first day of September A. D., 1928
or as soon thereafter as possible in the event of delays beyond his 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 his own expense.

3. The party of the first part guarantees the action and construction of the organ for a term of five
~~one~~ year from date of completion and agrees to correct defects in material or workmanship that may be brought to his attention within that time, without cost to the party of the second part.
for one year

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 M. P. Moller, Inc., or order, the sum of Three Thousand Eight Hundred Fifty (\$3,850.00)
Dollars

AS FOLLOWS: Two Thousand (\$2,000.) Dollars cash upon completion.
The balance of \$1850.00 within two years. Notes to be given for
the balance and to bear interest at 6%.

5. 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 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.

No. 2

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 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 agreed that the title and ownership of the organ shall remain with party of the first part until the contract price, before mentioned, has been fully paid, after which the instrument shall become the property of the party of the second part; also that all verbal agreements and understandings are merged in this contract, and the specifications and details of construction attached hereto.

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

WITNESS

----- (SEAL)
Party of the first part

----- Hugo Frey ----- Sw. Ev. Lutheran Zion Church, ----- (SEAL)

----- Oscar C. Johnson, ----- (SEAL)
Chrm. of Organ Comm.
----- Alan Johnson ----- (SEAL)

----- Oscar W. Samuelson ----- (SEAL)
Party of the second part
----- O. Leonard Nelson, Pastor. -----

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. 5296 Date April 13, 1928
 For Swedish Evangelical Lutheran Zion Church, Cloquet, Minn.
 Action Electric Console Detached about 25'
 Casing No. Quartered Oak - dull finish Finish _____
 Decorations Bronze Motor Electric
 Width of Key-bed _____ Stop Controls Stop Keys
 No. Manuals Two Wind Pressure 5"
 To be completed Sept. 1, 1928 Blower pipe furnished by Church

SPECIFICATIONS GREAT ORGAN

A-440
 1 8' Open Diapason...42 scale...wood bass.....73 Pipes
 2 8' Dulciana.....56 ".....73 "
 3 8' Melodia.....73 "
 4 4' Dulciana.....From #2.....61 Notes
 5 4' Flute " 3.....61 "
 2 blanks

SWELL ORGAN

5 16' Bourdon.....unit.....97 Pipes
 7 8' Stopped Diapason.....From #6.....73 Notes
 8 4' Orchestral Flute..... " 6.....73 "
 9 2-2/3' Flute Twelfth..... " 6.....61 "
 10 2' Piccolo..... " 6.....61 "
 11 8' Violin Diapason49 scale-zinc bass.....73 Pipes
 12 8' Salicional.....60 "73 "
 13 8' Vox Celeste.....62 "73 "
 8' Vox Humana.....S.S.B.....73 "
 2 Blanks

PEDAL ORGAN

14 16' Bourdon.....large scale.....44 Pipes
 15 16' Lieblich Gedeckt.....From #6.....32 Notes
 16 8' Flute..... " 14.....32 "

COUPLERS

17 Great to Pedal 22 Great 4'
 18 Swell to Pedal 23 Great 16'
 19 Swell to Great 24 Swell 4'
 20 Swell to Great 4' 25 Swell 16'
 21 Swell to Great 16' 26 Swell Unison Separation

MECHANICALS

27 Tremulant (to be placed in basement)
 Crescendo Indicator

ADJUSTABLE COMBINATIONS

(Operated by pistons placed under respective manuals)
 Pistons No. 1-2-3 Affecting Great and Pedal Stops
 Pistons No. 1-2-3 Affecting Swell and Pedal Stops

PEDAL MOVEMENTS

28 Great to Pedal Reversible
 29 Balanced Swell Pedal
 30 Balanced Great Pedal
 31 Grand Crescendo Pedal

Organ Bench with Music Shelf
 Concave Pedal
 Electric Motor, blower and action current
 Generator of ample capacity.

ALM

5/25/28

Checked by.....date.....