

# Memorandum of Agreement

Made this.....12

day of .....June.....A. D., 194<sup>6</sup>, by and between M. P. MOLLER, Inc., of Hagerstown, Maryland,  
party of the first part, and.....Mississippi Southern College, Hattiesburg, Mississippi.....  
.....  
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~~<sup>two</sup> standard Moller portable pipe organ, and the said party of the second part agrees to purchase (or lease) the  
said organs.

The purchase price for the said organs is to be... Five Thousand (\$5,000) Dollars plus \$500.00.....

federal tax....., delivered at a point in... Hattiesburg, Mississippi.....,  
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:—.....

... \$500.00 plus \$50.00 federal tax.....on signing of this contract;

... \$4,500 plus \$450.00 federal tax.....on delivery of organ and  
the balance as follows:—

.....  
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 organs ~~and their parts~~<sup>and their parts</sup> 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 ~~is~~<sup>are</sup> shall be held by the party of the second part and/or other owner or lessee of  
the premise in which the organ ~~is~~<sup>are</sup> 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.

..... H. M. Ridgely .....

Party of the first part

MISSISSIPPI SOUTHERN COLLEGE

HATTIESBURG, MISSISSIPPI

.....  
Party of the second part

Accepted, Hagerstown, Maryland

By..... R. C. Cook.....(Seal)

..... July 17....., 194 6

M. P. MOLLER, Inc.

By..... M. P. Moller, Jr., Pres.....

SEP 7 1949