

Memorandum of Agreement, Made this..... 31st

day of... March....., A. D. 194... 7, by and between M. P. MÖLLER, Inc., of Hagerstown, Maryland, party of the first part, and First Hungarian Evangelical and Reformed Church..... corner of West End and Vanderbilt Avenues, Detroit 17, 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 first part, and to erect it in.... First Hungarian Evangelical and Reformed Church, Detroit, Michigan.....

..... at as early a date as the present emergency conditions will permit ready for use ~~on or before the~~ ~~day of~~ ~~March 194~~ ~~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.. Eleven Thousand Fifty Nine (\$11059.00) Dollars, plus One Thousand One Hundred five dollars and ninety cents (\$1105.90) Federal Tax..... subject to the provisions in paragraph (6) six of this agreement,

AS FOLLOWS:

FIRST PAYMENT:.... 10% or One Thousand One Hundred Five Dollars and Ninety Cents, plus 10% Federal Tax..... on the signing of this agreement.

SECOND PAYMENT:.... 30% or Three Thousand Three Hundred Seventeen Dollars and Seventy Cents (\$3,317.70), plus 10% federal tax..... when the organ has been built and installed, and the balance as follows:.. in two years payable in eight quarterly notes bearing six per cent interest, or cash upon completion if desired.

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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 25% 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 25% 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 cancelled 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 times 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.....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

M. P. MÖLLER Organ Factory

Pipe Organ No. 7610 Date April 4, 1947
 For FIRST HUNGARIAN EVANGELICAL AND REFORMED CHURCH, DETROIT, MICHIGAN
 Action Electro-pneumatic Console Detached
 Casing No. Case and Grille Finish As per sample
 Decorations None Motor 2 HP, style 3-P-3025
 Width of Key-bed Standard Stops & Intra-man. coup. to be controlled by draw knobs.
 No. Manuals Two Int. man. coup. to be controlled by tilting tablets
 To be Completed As soon as possible Wind Pressure Gt. 4" Sw. 5" Ped. 4"
 Blower Pipe furnished by Purchaser

FITCH - A-440

SPECIFICATIONS

GREAT ORGAN

1	8'	Diapason.....	CC40 TC 56, 18-19½.....	12 zinc S M...	73 Pipes
2	8'	Rohrflöte.....	Spec. Sc. Kahlflöte, stopped bass...	85 Pipes	
3	8'	Dulciana.....	56.....	12 zinc S M...	73 Pipes
4	4'	Octave.....	57.....	18-19½.....	S M... 73 Pipes
5	4'	Flute.....	from #2.....	73 Notes	
6	II Rks.	Mixture.....	2 A.....	S M...	122 Pipes
7		Tremulant			
8		Chimes - (prepared for console only)			

SWELL ORGAN

9	16'	Rohr Bourdon.....	CCC 42 - CC 56.....	24 zinc S M...	85 Pipes
10	8'	Rohrflöte.....	from #9.....	73 Notes	
11	8'	Gamba.....	56.....	12 zinc S M...	73 Pipes
12	8'	Gamba Celeste, TC.....	56.....	S M...	61 Pipes
13	4'	Principal.....	58.....	S M...	73 Pipes
14	4'	Flute Triangulaire, Reg. Triangulaire Flt.....		73 Pipes	
15	2'	Flautino.....	72-2/3.....	S M...	61 Pipes
16	8'	Trumpet.....	4".....	73 Pipes	
17		Tremulant			

PEDAL ORGAN

18	16'	Diapason.....	CCC 32-CC 40, 12 pipes, 20 from #1, 4" W.,	32 Notes
19	16'	Bourdon.....	Reg. Ped. Bdn.....	5" W., 44 Pipes
20	16'	Rohrbourdon.....	from #9.....	32 Notes
21	8'	Bourdon.....	from #19.....	32 Notes
22	8'	Rohrgedeckt.....	from #9.....	32 Notes

COUPLERS

23	Great to Pedal	27	Swell to Great 16'
24	Great to Pedal 4'	28	Swell to Great
25	Swell to Pedal	29	Swell to Great 4'
26	Swell to Pedal 4'	30	Great 16'
		31	Great 4'
		32	Swell 16'
		33	Swell 4'

ORGAN NO. 7610, FIRST HUNGARIAN EVANGELICAL AND REFORMED CHURCH, DETROIT,
MICH.

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ADJUSTABLE COMBINATIONS

Pistons No. 1-2-3-4-5	Affecting Great Stops
Pistons No. 1-2-3-4-5	Affecting Swell Stops
Pistons No. 1-2-3-4-5	Affecting Pedal Stops
Pistons No. 1-2-3-4-5	Affecting Full Organ
General Cancel Piston	

PEDAL MOVEMENTS

Great to Pedal Reversible (Duplicated by manual piston)
Swell to Pedal Reversible (Duplicated by manual piston)
Balanced Expression Pedal - Great
Balanced Expression Pedal - Swell
Balanced Crescendo Pedal
Sforzando Pedal (Duplicated by manual Piston)

ACCESSORIES

Crescendo Indicator (light)
Sforzando Indicator (light)
Radiating, concave Pedal clavier
Organ bench with music shelf
Electric motor, blower and action current generator of ample capacity

JHH/HT
11/18/47

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. MÖLLER, Inc.

WITNESS

	By.....	H. M. Ridgely.....(SEAL)
		Party of the first part
First		Hungarian Evangelical and Reformed Church
.....		Detroit, Michigan.....(SEAL)
William Kango.....		
Stephen Dallor.....	By..Rev..	Father. A.. Vajda, Minist(SEAL)
		Daniel Garan.....(SEAL)
		Joseph Veres.....(SEAL)
		Party of the second part

To conform with Foreign Corporation Laws, this contract is not binding until accepted by M. P. MÖLLER, Inc., at Hagerstown, Maryland.

M. P. MÖLLER, Inc.

Accepted, Hagerstown, Maryland.

..... April 4.....194.7.

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

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.