

C O P Y.

ORGAN

#5744

# Memorandum of Agreement, Made this \_\_\_\_\_

day of \_\_\_\_\_ A. D., 192\_\_\_\_ by and between **M. P. MÖLLER, Inc.** of Hagerstown, Maryland, party of the first part, and

\_\_\_\_\_ **First Lutheran Church, Norfolk, Va.** \_\_\_\_\_

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 \_\_\_\_\_ **First Lutheran Church, Norfolk, Va.** \_\_\_\_\_

ready for use on or before the \_\_\_\_\_ day of \_\_\_\_\_ A. D., 192\_\_\_\_

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 ~~one~~ **five** 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.

This does not include tuning or ordinary care of the organ (or electric motors which are guaranteed by the manufacturer for one year.)

4. In consideration of the above, the party of the second part agrees to pay M. P. Möller, Inc., or order, the sum of \_\_\_\_\_ **Five thousand (\$5,000.00) Dollars** \_\_\_\_\_

AS FOLLOWS \_\_\_\_\_ **One thousand (\$1000.) dollars on the satisfactory completion in the church, balance by four notes for \$1000. each for one, two, three and four years respectively, with 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 \_\_\_\_\_ **three** \_\_\_\_\_ 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.

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 wire conductors between~~ **provide electric current at motor** ~~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 undertakings 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

M. P. Moller, Inc.,

BY E. O. Shulenberger, Sec (SEAL)

Party of the first part.

First Lutheran Church (SEAL)

Wm. A. Burckard, Trustee (SEAL)

M. G. Povslock, " (SEAL)

Weir D. Hutton, Trustee (SEAL)

Party of the second part.

**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. 5744 Date  
For First Lutheran Church, Norfolk, Va.  
Action Electric Console Detached 30'-0"  
Casing No. Finish  
Decorations Motor Electric  
Width of Key-bed Stop Controls Stop Keys  
No. Manuals Two Wind Pressure 5"  
To be completed Blower pipe furnished by Builder

SPECIFICATIONS

We furnish grille.

No front pipes or case or swell box.

A-440		GREAT ORGAN	
1	8'	Open Diapason...42 scale-wood bass.....	61 Pipes
2	8'	Tulciana.....56 " .....	73 "
3	8'	Gross Flute.....#3 " -open bass.....	73 "
4	8'	Viola da Gamba..58 " .....	73 "
5	4'	Tulciana.....From #2.....	61 Notes
6	4'	Octave.....56 scale.....	73 Pipes
7	3'	Tuba.....5" " .....	61 "

Chimes - Stop action only

SWELL ORGAN

8	16'	Bourdon.....unit d'Amore scale.....	97 Pipes
9	8'	Stopped Diapason.....From #8.....	73 Notes
10	4'	Orchestral Flute....." 8.....	73 "
11	2-2/5'	Quint....." 8.....	61 "
12	2'	Flautina....." 8.....	61 "
13	3'	Open Diapason...44 scale - zinc bass.....	75 Pipes
14	2'	Aeoline.....	73 "
15	8'	Salicional.....60 scale - stringy.....	73 "
16	3'	Vox Celeste.....62 " .....T.C.....	61 "
17	2'	Oboe.....	73 "
18	4'	Salicet.....From #15.....	61 Notes
8'		Vox Humana - Stop action only	

PEDAL ORGAN

19	16'	Open Diapason...12 pipes - 20 from #3.....	32 Notes
20	16'	Bourdon.....#2 Bdn.....	44 Pipes
21	16'	Lieblich gedeckt.....From #8.....	32 Notes
22	8'	Flute....." 20.....	32 "
23	8'	Violoncello....." 4.....	32 "

COUPLERS

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

MECHANICALS

34	Great tremulant
	Swell tremulant

ADJUSTABLE COMBINATIONS

(Operated by pistons placed under respective manuals)

Pistons No. 1-2-3-4 Affecting Great and Pedal Stops

Pistons No. 1-2-3-4 Affecting Swell and Pedal Stops

~~Pistons No. 1-2-3-4~~ PEDAL OVERLIES *affecting full organ.*

1	Great to Pedal Reversible	Or an bench with music shelf
2	Balanced Swell Pedal	
3	Great Crescendo Pedal	Concave Pedal
4	Balanced Great Expression Pedal	Electric motor, blower &
5	Sforzando Pedal	action current gen. of ample capacity.