

C O P Y

ORGAN

#4339

Memorandum of Agreement,

Made this.....5th.....

day of...May.....A. D., 1925., by and between M. P. MOLLER, Inc., of Hagerstown, Maryland, party of the first part, and

.....Mrs. David O. Brine.....
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...Epiphany Church, Urbana, Ohio.....
.....
ready for use on or before the.....1st.....day of.....November.....A. D., 1925., 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 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....**Four Thousand Eight Hundred and fifty dollars**.....
.....(**\$4,850.00**).....

AS FOLLOWS:.....**Cash on completion and acceptance**.....
.....
.....

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.

MAY 20 1925

M. P. MÖLLER Organ Factory

Pipe Organ No. 4339 Date May 5th, 1925
 For Epiphany Church, Urbana, Ohio
 Action Elec. Console Detached
 Casing of Quar. Oak Finish Dark Golden
 Decorations Gold Bronze Motor Elec.
 Width of Key-bed _____ Stop Controls Stop Keys.
 No. Manuals Two Wind Pressure 5"
 To be completed Nov. 1, 1925 Blower pipe furnished by Church

SPECIFICATIONS:

PITCH A-440

| GREAT ORGAN - 61 Note Chest | | | |
|-----------------------------|-----|---------------------------------|----------|
| 1 | 8" | Open Diapason.....Scale 42..... | 61 Pipes |
| 2 | 8" | Dulciana..... | 61 " |
| 3 | 8" | Malodia..... | 61 " |
| 4 | 8" | Gemshorn..... | 73 " |
| 5 | 4" | Gemshorn.....From #4..... | 61 Notes |
| 6 | 4" | Flute d'Amour..... | 61 Pipes |
| 7 | 16" | Melodia..(T.C.From #3)..... | 49 Notes |

| SWELL ORGAN - 73 Note Chest | | | |
|-----------------------------|-----|---------------------------------------|----------|
| 8 | 16" | Bourdon..... | 73 Pipes |
| 9 | 8" | Diapason.....Scale 44..... | 73 " |
| 10 | 8" | Stopped Diapason.....Large Scale..... | 73 " |
| 11 | 8" | Salicional..... | 73 " |
| 12 | 8" | Vox Celeste.....Tenor C..... | 61 " |
| 13 | 4" | Traverse Flute..... | 73 " |
| 14 | 8" | Oboe Horn..... | 61 " |
| 15 | 8" | Vox Humana..(In Separate Encl.)..... | 61 " |

| PEDAL ORGAN | | | |
|-------------|-----|-----------------------------------|----------|
| 16 | 16" | Lieblich Geleckt.....From #8..... | 32 Notes |
| 17 | 16" | Bourdon.....Large Scale..... | 44 Pipes |
| 18 | 8" | Flauto Dolce.....From #17..... | 32 Notes |

COUPLERS

| | | | |
|----|--------------------|----|-------------------------|
| 19 | Great to Pedal | 25 | Great 16" |
| 20 | Swell to Pedal | 26 | Swell 4" |
| 21 | Swell to Great | 27 | Swell 16" |
| 22 | Swell to Great 4" | 28 | Swell Unison Separation |
| 23 | Swell to Great 16" | 29 | Great Unison Separation |
| 24 | Great 4" | | |

MECHANICALS.

| | | |
|----|------------------|---------------------|
| 30 | Swell Tremulant. | Wind Indicator |
| 31 | Great Tremulant | Crescendo Indicator |

ADJUSTABLE COMBINATIONS

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

PEDAL MOVEMENTS

| | |
|---|---------------------------------|
| 1 | Great to pedal Reversible |
| 2 | Balanced Great Expression Pedal |
| 3 | Balanced Swell Expression Pedal |
| 4 | Grand Crescendo Pedal |

Organ Bench with Music Shelf.

Concave Pedal

Electric Blower and Generator of Ample Capacity.

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

Mary L. Weaver

.....

M. P. Moller, Inc.,

per J. H. Walker, (SEAL)

Party of the first part

factory Representative

Mrs. David O'Brien (SEAL)

E. R. Earle (SEAL)

Treas. Epiphany Church

..... (SEAL)

..... (SEAL)

Party of the second part

It is agreed by the Vestry whose signatures are affixed that the condition and requirement in paragraphs 5, 6, 7 & 8 will be fulfilled by the Church.

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 WORKS

HAGERSTOWN, MD.

Organ No. 4339 Contract Rec'd. May 5, 1925 To be Completed Nov. 1, 1925
Name of Epiphany Church, Street No. Ohio
City Urbana, State Ohio County _____
Address Correspondence to Mrs. David O'Brine Street No. 222 West Church St.
Ship Organ to _____ Freight Station _____
Route Organ Via _____ Request of _____
Railroads on which located and rates { Penn 1.08 1/2 8 194
Wrote _____ For Freight Station _____ O. K. _____

No Casing.

CASING AND DISPLAY PIPES

Casing, console made of Quar. Oak, Dark Golden Sample to H. T. E. 7/24/25
Grille made of None
Front Pipes decorated in gold Bronze O. K. _____
Wrote Walker For sample of wood and decorations 5/21/25

ELECTRIC MOTOR AND BLOWER

Motor Elec. Date Spec. sent to Kinetic for size of motor May 13, 1925
Kinetic advise use of 2 H. P. motor Cond. Pipe furnishe by Church
Date blower ordered Aug 27, 1925 To reach destination Nov 1, 1925 Date shipped 10/8/25
Electric Current { A. C. Walker Quest. Phase Single Cycles 60 Volts 110
D. C. _____
Wrote _____ to have Electric blank filled up _____ O. K. _____

REED PIPES

Reeds orderde from See cont. 9/27/25 Date ordered July 29, 1925 Pitch A-440
Date to reach destination Sept 15, 1925 Wind Pressure 5" Date shipped 10/27/25

OTHER INFORMATION

Action of Organ Elec. Stops controlled by Stop Keys.
Organ to be voiced on 5" No. Manuals 2 No. Stops 31
Organ Shipped Oct 31, 1925 Is Church Old or New Old
Do We Get an Old Organ _____ To be Shipped to _____
NO. 4339 PLACE URBANA, OHIO
FILE NO. 3721