

Memorandum of Agreement, Made this..30th.....

day of....April.....A. D., 193..7., by and between M. P. MOLLER, Inc., of Hagerstown, Maryland, party of the first part, and.....First Methodist Church of..... Dalton, Georgia..... 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 plans to be hereafter approved by party of second part, and to erect it in..the..first..Methodist..Church..... Dalton, Georgia..... ready for use on or before the....15th.....day of...June.....A. D., 1937., or as soon 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 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 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 defects in 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. In consideration of the above, the party of the second part agrees to pay to M. P. Moller, Inc., or order, the sum of....Three thousand two hundred twenty nine dollars less... two hundred dollars allowance for old organ.....

AS FOLLOWS:

FIRST PAYMENT: ..Two hundred fifty dollars... on the signing of this contract.

SECOND PAYMENT: Two thousand seven hundred seventy nine dollars when the organ has been built and installed, and the balance as follows on \$3,000.00 for cash.

Total cost of organ \$3,000.00 including case and grille and appertinances. Preparation of tone chamber, motor room, tin work, electric wiring all complete \$229.00 written estimates making total cost \$3,229.00 to church which party of first part assumes as per written estimates.

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.

~~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 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 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.~~

9. It is mutually understood and agreed that this contract shall be binding after, but not before, acceptance at Hagerstown, Maryland by the party of the first part, and it is to be conclusively presumed that the conditional sale hereby made is made and consummated at said Hagerstown, Maryland, where said organ is to be constructed in the plant of the party of the first part.

10. 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 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 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.

11. 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.

WITNESS

M. P. MOLLER, INC.

By E. O. Shulenberger, V. P. (SEAL)
Party of the first part

..R. R. Perry.....

..First Methodist Church...(SEAL)

.....

..Rev. Mrs. H. J. Ault, Pres. (SEAL)

Women's Missionary Society. (SEAL)

.....J. O. H. Wink.....(SEAL)

Party of the second part

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

Accepted, Hagerstown, Maryland.

M. P. MÖLLER, Inc.

_____ May 6 _____ 1937 _____

By E. O. Shulenberger, Vice. Pres.

M. P. MOLLER Organ Factory

Pipe Organ No.	# 6559	Date	April 30, 1937
For	FIRST METHODIST CHURCH, DALTON, GA.		
Action	Electric	Console	Detached
Casing No.	case & grille	Finish	Plain oak
Decorations		Motor	Electric
Width of Key-bed	2	Stop Controls	draw knobs & tablets
No. Manuals		Wind Pressure	4"
To be completed	June 15, 1937	Blower pipe furnished by	Moller

SPECIFICATIONS

Turnkey job.

1	8'	Open Diapason.....44 scale-12 zood - C.M.....	.61	Pipes
2	8'	Melodia.....Reg.....	.85	"
3	8'	Dulciana.....56 scale-12 zinc-S.M.-unit.....	.85	"
4	4'	Octave.....58 scale-12 zinc - S.M.....	.73	"
5	4'	Dulciana.....from # 3.....	.73	Notes
6	4'	Flute.....from # 2.....	.73	"
7	2-2/3'	Dulciana Twelfth.....from # 3.....	.61	"
8	2'	Dulciana Fifteenth.....from # 3.....	.61	"

SWELL ORGAN

9	8'	Stopped Diapason...Reg. M. Bdn.....	.85	Pipes
10	8'	Salicional.....60 scale-12 zinc - S.M.....	.73	"
11	8'	Vox Celeste.....59 scale- S.M.....	.61	"
12	4'	Orchestral Flute...from # 9.....	.73	Notes
13	2-2/3'	Flute Twelfth.....from # 9.....	.61	"
14	2'	Piccolo.....from # 9.....	.61	"
15	8'	Oboe.....3".....	.73	Pipes

Tremolo

PEDAL ORGAN

16	16'	Bourdon.....# 2.....	.44	Pipes
17	16'	Lieblich Gedeckt...#1-#2 R.M.Bdn.-20 from # 9....	.32	Notes
18	8'	Flute Major.....from # 16.....	.32	"
19	8'	Dolce Flute.....from # 9.....	.32	"

COUPLERS

20	Great to Pedal
21	Swell to Pedal
22	Swell to Great
23	Swell to Great 4'
24	Swell to Great 16'
25	Great 4'
26	Great 16'
27	Swell 4'
28	Swell 16'

MECHANICALS

22 Crescendo Indicator

ADJUSTABLE COMEINATIONS

(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
Pistons No. 1-2-3-4	Affecting Full Organ

PEDAL MOVEMENTS

1	Great to Pedal	Reversible
2	Balanced Expression Pedal	affecting Swell and Great
3	Cresce	Crescendo Pedal
4		Sforzando Piston

Organ bench with music shelf

Concave Pedal

Electric motor, blower and action current generator of ample capacity.