

Memorandum of Agreement, Made this 29th

day of April A. D., 1929, by and between **M. P. MOLLER, Inc.**, of Hagerstown,

Maryland, party of the first part, and

Holy Family R. C. Church, Saginaw, Michigan

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 Holy Family R. C. Church, 1515 S. Washington,

Saginaw, Mich.

ready for use on or before the 15th day of September A. D., 1929

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 \$10,000.00

AS FOLLOWS: \$10,000.00 when organ is installed and accepted.

5. The party of the second part also agrees that the building will be in proper condition for the installation of the organ four 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.

This is to be a complete installation except the city power line which must be ready to connect to blowing plant.

This contract is not in force until a personal bond for \$10,000. has been received by purchaser.

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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

----- (SEAL)
Party of the first part.

----- Geo. W. Ford -----

----- A. T. Ferrell ----- (SEAL)

----- J. B. Gurrenand ----- for Holy Family Church

----- J. B. Surprenant, Pastor ----- (SEAL)

----- (SEAL)

----- (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.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, M. P., Moller, Inc., of Hagerstown, Maryland, is held and firmly bound into the Holy Family R. C. Church, of Saginaw, Michigan, in the full and just sum of ten thousand dollars (\$10,000.00) for the payment of which well and truly to be made, we bind ourselves and each of us and of our heirs, executors, administrators, successors and assigns jointly and severally, by these presents.

Sealed with our seals and dated this sixth day of July, 1929.

WHEREAS, said M. P. Moller, Inc., has entered into written contract providing for the installation of an organ in the Holy Family R. C. Church, Saginaw, Michigan, bearing date June 11, 1929 and agrees to furnish all material and to perform all labor required in connection with installing said organ in the building of Holy Family R. R. Church, at Saginaw, Michigan, and complete ~~the~~ said work in accordance with contract above referred to. The completion date is subject to delays and not guaranteed by this bond.

NOW THEREFORE, the condition of this obligation is such that if said M. P. Moller, Inc. shall well and truly perform said contract and all of its stipulations, provisions and agreements as contained therein, then this obligation is to be void; otherwise to remain in full force and effect.

It is understood and agreed that no extension of time given the said M. P. Moller, Inc., for the performance of said contract or any portion thereof and no changes or alterations of said contract shall release the surety --- herein. This bond shall also be held for the protection of persons furnishing labor and material for the said M. P. Moller, Inc. to be used upon said work, and suit may be brought on this bond by such persons whose bills are unpaid, providing, however, that before beginning such suit ten (10) days notice in writing shall be given.

IN WITNESS WHEREOF, the parties have caused their names and seals to be affixed hereto this 6 day of July, 1929.

M. P. MOLLER, INC.,

J. O. Funkhouser, V. Pres.

E. O. Shulenberger, Sec'y.

WITNESS

G. S. Funkhouser

M. P. MOLLER Organ Factory

Pipe Organ No. 5648 Date July 6, 1929.
 For Holy Family R. C. Church, Saginaw, Mich.
 Action Electric Console Detached
 Casing No. _____ Finish _____
 Decorations _____ Motor Electric
 Width of Key-bed _____ Stop Controls Stop Keys
 No. Manuals Three Wind Pressure 6"
 To be completed Sept. 15, 1929 Blower pipe furnished by Builder

SPECIFICATIONS

Swell boxes and display front by organ factory
*Steps to be operated by drawstops (notes)
 Couplers by pulling tablets above
 Swell manual*

GREAT ORGAN		
1	8'	Open Diapason.sc. 40.73 Pipes M
2	8'	Gross Flute.....open basses...reg...73 " W
3	8'	Clarabella.reg.....73 " M
4	4'	Flute Harmonic.....reg.....73 " M
5	8'	Viole d'Gamba.sc. 58.....73 " M
6	8'	Dulciana.sc. 56.....73 " M
7	4'	Principal.from #27.....12 " M
8	2'	Super Octave..... " 27.....61 Notes M
9	8'	Trumpet.reed.....73 Pipes M
10		Celeste Harp (Prepared for)
SWELL ORGAN		
11	16'	Bourdon...unit..Fl. D'Amour scale.85 Pipes W
12	8'	Open Diapason. .sc. 42.....73 " M
13	8'	Stopped Diapason...From #11.....12 " W
14	4'	Flute d'Amour..... " 11.....73 Notes W
15	8'	Salicional.smooth type..60 scale...73 Pipes M
16	8'	Viole d'Orchestre..Tin.....sc. 64.....73 " M
17	3 Rks.	Cornet..... 14-20 12-15-17. <i>2</i> ...Vox Celeste 183 Notes M
18	8'	Voix Celeste....sc. 60.....T.C.....61 Pipes M
19	2-2/3'	Twelfth.....from 11.....61 Notes W
20	2'	Piccolo..... " 11.....61 " W
21	1-3/5'	Nazard..... " 11.....61 " W
22	8'	Quintadena.....syn.....73 " M
23	8'	Viol Celeste....sc. 64.....61 Pipes M
24	8'	French Trumpet.reed.....73 " M
25	8'	Oboe.capped...reed.....73 " M
26	8'	Vox Humana..capped.reed.....61 " M
CHOIR ORGAN		
27	8'	English Open Diapason. .sc. 46.85 Pipes M
28	8'	Concert Flute.....reg.....73 " W
29	8'	Dulciana...Playing from Great.....73 Notes M
30	8'	Unda Maris.....sc. 58.....61 Pipes M
31	8'	Clarinet.....reed.....73 " M
32	8'	French Horn....small.....73 " M
33	4'	Flute Traverso.....#28.....12 " W
34		Harp (Prepared for)
PEDAL ORGAN		
35	32'	Diapason Resultant. ...36 & 37.....32 Notes W
36	16'	Double Open Diapason,.ext. fr. 2 play...32 Pipes W
37	16'	Bourdon.....reg.....44 Pipes W
38	16'	Lieblich Gedeckt.....From #11.....32 Notes W
39	16'	Trumpet...ext. from #7, playing.....32 Pipes M
40	8'	Major Flute.....From #2.....12 " M
41	8'	Dolce Flute..... " 37.....32 Notes M

COUPLERS

42	Swell to Great	56	Choir to Swell 4'
43	Swell to Great 4'	57	Choir to Swell 16'
44	Swell to Great 16'	58	Swell 4'
45	Choir to Great	59	Swell 16'
46	Choir to Great 4'	60	Great to Pedal
37	Choir to Great 16'	61	Great to Pedal 4'
48	Great 4'	62	Swell to Pedal
49	Great 16'	63	Swell to Pedal 4'
50	Swell to Choir	64	Choir to Pedal
51	Swell to Choir 4'	65	Great Unison Separation
52	Swell to Choir 16'	66	Swell Unison Separation
53	Choir 4'	67	Choir Unison Separation
54	Choir 16'		
55	Choir to Swell		

MECHANICALS

68	Great Tremulant
69	Swell Tremulant
70	Choir Tremulant
71	Crescendo Indicator by light

ADJUSTABLE COMBINATIONS

(Operated by pistons placed under respective manuals)

- Pistons No. 1-2-3-4-5-6 & Cancel affecting Great Organ
- Pistons No. 1-2-3-4-5-6 & Cancel affecting Swell Organ
- Pistons No. 1-2-3-4-5-6 & Cancel affecting Choir Organ
- Pistons No. 1-2-3-4-5-6 & Cancel affecting Pedal Organ
- Pistons No. 1-2-3-4 & Cancel affecting Full Organ, duplicated by studs on Toe Board.
- Pedal to Manual "On" and "Off" Pistons

PEDAL MOVEMENTS

- 1 Great to Pedal Reversible
- 2 Balanced Swell Expression Pedal
- 3 Balanced Choir & Great Expression Pedals
- 4 Swell to Pedal Reversible
- 5 Sforzando Pedal, by stud & light indicator dupl. by manual piston.
- 6 Grand Crescendo Pedal
Concave Radiating Pedals

FURNISHED WITH ORGAN

Organ Bench with music shelf
 Electric motor, blower and generator
 building & installation.

