

Memorandum of Agreement, Made this.....29th.....

day of September...., A. D., 1953., by and between M. P. MÖLLER, Inc., of Hagerstown, Maryland, party of the first part, and.....The Parkside Lutheran Church, Buffalo, New York..

..... party of the second part.

Witnesseth: That the party of the first part hereby agrees to...Build a new Three Manual Console for.....the organ now in.. The Parkside Lutheran Church.....

after and according to the annexed specifications and have it ready for use on or before the....15th.... day of.... April..... A. D., 1953. or as soon thereafter as possible in the event of delays beyond its control.

2. The party of the first part agrees that the work done 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 work done for a term of two years from date of completion and agrees to correct defects in material and workmanship that may be brought to its attention within that time, without cost to the party of the second part.

4. 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..Four thousand, four hundred seventy three dollars,..... (\$4,473.00).....

AS FOLLOWS:

First payment.... 10.....% or..... \$447.50..... on the signing of this agreement.

Second payment... 40.....% or..... \$1,789.20.....

when the work has been completed and the balance as follows:.... Balance of \$2,236.50..... in addition to the 40% payment upon completion, or payable in two years secured by notes bearing interest at 6% from date.....

5. The party of the second part also agrees that the building will be in proper condition for the re-installation of the ~~organ~~ **Console 1** . . . weeks previous to the date of completion; that they will allow free from interruption, suitable convenience and opportunity for the reinstallation in the building, provide such a condition of quiet as is necessary for the tone regulation and tuning of the instrument, and necessary light, heat and power.

6. If any changes in the electric wiring for the motor are necessary, the party of the second part agrees to make such changes; to furnish and install any wind conductor between blower and organ; 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

7. 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.

8. It is mutually agreed that all verbal agreements and understandings are merged in this contract and specifications attached hereto.

In Witness Whereof we have hereunto set our hands and seals this day and year first above written.

WITNESS

.....
Martha W. Luederman

M. P. MÖLLER, Inc.

By *Victor J. Quirk* (SEAL)
Party of the first part

BY: Parkside Lutheran Church

Roy F. Huggenroth (SEAL)
Pres.

John H. Weiss (SEAL)
Financial Secy

Mad R. Gluck (SEAL)
Treas.

..... (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.

.....194.....

By.....

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.

EXEMPTION CERTIFICATE

(For use by a religious or nonprofit educational institution purchasing musical instruments subject to tax under section 3404(d) of the Internal Revenue Code for exclusively religious or educational purposes.)

..... *Oct* .. *16* 19*53*
Date

The undersigned purchaser hereby certifies that he is

..... *Treasurer* of *Parkside Lutheran Church*,
(Title)

..... *Religious* ;
(Religious or nonprofit educational institution)

that he is authorized to execute this certificate; and that the musical instruments specified in the accompanying order or on the reverse side hereof, are purchased by such institution for EXCLUSIVELY religious or educational purposes.

It is understood that this exemption certificate is for use only by a religious or nonprofit educational institution in the tax-free purchase of musical instruments for exclusively religious or educational purposes; and it is agreed that if the musical instruments purchased tax-free under this exemption certificate are used otherwise, such fact will be reported to the manufacturer from whom they were purchased tax-free.

The organization claiming this exemption (has not) received a ruling from the Bureau of Internal Revenue holding it to be an exempt religious or nonprofit educational institution under section 101(6) of the Internal Revenue Code. The date of such ruling is and such ruling has not been withdrawn or revoked.

(Signature)..... *Ward R. Glad*
(Title)..... *Treas*

The fraudulent use of this certificate for the purpose of securing exemption from the payment or adjustment of taxes will subject the guilty party to a fine of not more than \$10,000 or imprisonment for not more than 5 years or both.

SPECIFICATIONS
FOR
NEW MOLLER CONSOLE
PEDAL RELAY AND TUNING SLIDES
IN
PARKSIDE LUTHERAN CHURCH
BUFFALO, N. Y.

M. P. MÖLLER, INC.

CONSOLE

Install new III Manual electro-pneumatic, detached, draw knob, console and pedal clavier, using present bench.

PEDAL RELAY

Install new 32 note Pedal relay with 11 - 32 note switches.

TUNING SLIDES

Install the following tuning slides:

16*	Bourdon	6 top notes
8*	Diapason	12 top notes
8*	Claribel Flute	6 top notes
8*	Erzahler	30 top notes
4*	Octave	24 top notes
2-2/3*	Twelfth	24 top notes
8*	Gedeckt	24 top notes
8*	Diapason	12 top notes
8*	Salicional	12 top notes
8*	Flaute Dolce	24 top notes
8*	Flute Celeste	24 top notes
8*	Voix Celeste	12 top notes
8*	Flute	24 top notes
III	Mixture	132 top notes
8*	Flugel Horn	24 top notes
8*	Kleine Erzahler	48 top notes
8*	Flute	12 top notes
2*	Piccilo	24 top notes
8*	Clarinet	5 top notes

M. P. MÖLLER, INC.

MANUALS: Compass CC to C₄, 61 Notes
 PEDAL: Compass CCC to G, 32 Notes
 ACTION: Electro-pneumatic
 STOP CONTROLS: Stops and intra manual couplers by draw knobs. Inter-manual couplers by tilting tablets.
 CONSOLE: Detached

GREAT

Bourdon	16'
Diapason	8'
Claribel Flute	8'
Erzahler	8'
Octave	4'
Twelfth	2-2/3'
Fifteenth	2'
Mixture	III Rks.

Chimes

SWELL

Bourdon	16'
Gedeckt	8'
Diapason	8'
Salicional	8'
Flauto Dolce	8'
Flute Celeste	8'
Voix Celeste	8'
Principal	4'
Flute	4'
Mixture	III Rks.
Trumpet	8'
Flugel Horn	8'
Blank	
Clarion	4'

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CHOIR

Concert Flute	8'
Kleine Erzähler II Rks.	8'
Flute	4'
Nasat	2-2/3'
Piccolo	2'
Ferz	1-3/5'
Clarinete	8'
Blank	
Tremulant	

PEDAL

Grand Cornet	32'
Diapason	16'
Bourdon	16'
Echo Bourdon	16'
Gedeckt	8'
Still Gedeckt	8'
Octave	8'
Super Octave	4'
Sesquialtera	II Rks.
Blark	

Chimes

COUPLERS

Great to Pedal	8'
Great to Pedal	4'
Swell to Pedal	8'
Swell to Pedal	4'

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COUPLERS (Cont'd)

Choir to Pedal	8'
Choir to Pedal	4'
Swell to Great	16'
Swell to Great	8'
Swell to Great	4'
Choir to Great	16'
Choir to Great	8'
Choir to Great	4'
Great to Great	16'
Great to Great	Unison
Great to Great	4'
Swell to Choir	16'
Swell to Choir	8'
Swell to Choir	4'
Choir to Choir	16'
Choir to Choir	Unison
Choir to Choir	4'
Swell to Swell	16'
Swell to Swell	Unison
Swell to Swell	4'

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 Choir Stops
Pistons No. 1-2-3-4-5	Affecting Pedal Stops, duplicated by toe studs
Pistons No. 1-2-3-4-5-6	Affecting Full Organ, duplicated by toe studs
General Cancel	

PEDAL MOVEMENTS

Great to Pedal Reversible (duplicated by manual piston)
 Swell to Pedal Reversible (duplicated by manual piston)
 Choir to Pedal Reversible (duplicated by manual piston)
 Balanced Expression Pedal, Swell Organ

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PEDAL MOVEMENTS (Cont'd)

Balanced Expression Pedal, Choir Organ

Balanced Crescendo Pedal with indicator light

Sforzando Reversible (duplicated by manual piston) with indicator light

ACCESSORIES

Concave radiating pedal clavier

Console indicator light - "Marthex Signal"

Button Switch - Signal

VIZ/pw