

ORIGINAL OFFICE COPY

# MURPHY GRANITE CARVING

P.O. BOX 40 (320 S.E. MAPLE AVE.) PHONE (800) 818-5836  
RICHMOND, MN 56368-0040 FAX (320) 597-3080

THE UNDERSIGNED HEREBY PURCHASES AND THE **MURPHY GRANITE CARVING**, RICHMOND, MN, HEREINAFTER DESIGNATED AS SELLER, HEREBY SELLS, SUBJECT TO THE TERMS AND CONDITIONS HEREIN SET FORTH, THE FOLLOWING DESCRIBED MEMORIAL:

IS  ORDER   
COMPANY:

MONUMENT     LETTERING  
 MARKER         OTHER \_\_\_\_\_

VASES:  ONE VASE     TWO VASES  
COLOR: \_\_\_\_\_  
MODEL: \_\_\_\_\_  
SIZE: \_\_\_\_\_

CERAMIC PHOTO:  B&W     COLOR    HOR. or VER.  
 OVAL     HEART     RECTANGLE     CIRCLE  
SIZE: \_\_\_\_\_  
FRAME: \_\_\_\_\_ STYLE: \_\_\_\_\_

GRANITE COLOR \_\_\_\_\_  MANUFACTURED OVERSEAS

TABLET SIZE \_\_\_\_\_ MODEL/FINISH \_\_\_\_\_  
BASE SIZE \_\_\_\_\_ MODEL/FINISH \_\_\_\_\_ LETTERING ON BASE:  YES or  NO  
MARKER SIZE \_\_\_\_\_ MODEL/FINISH \_\_\_\_\_ DELUXE EDGE:  YES or  NO  
DESIGN INFO: \_\_\_\_\_ DESIGNS ON BACK:  YES or  NO  
TYPE OF LETTERING \_\_\_\_\_ FAMILY NAME ON BACK:  YES or  NO  
 POSITION OF NAMES IS O.K.     REVERSE POSITION OF THE NAMES    VERIFIED BY: \_\_\_\_\_

TO BE ERECTED IN \_\_\_\_\_ CEMETERY, LOCATED \_\_\_\_\_

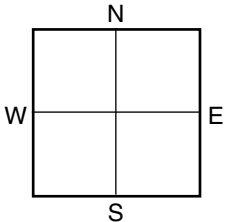
LOT IS LOCATED IN THE \_\_\_\_\_ SECTION OF CEMETERY, NEAR \_\_\_\_\_ LOT HAS \_\_\_\_\_ GRAVE SPACES.

TO BE SET  CENTER OF LOT  BETWEEN \_\_\_\_\_ GRAVE SPACE(S).

SETS ON  WEST     EAST SIDE OF LOT

FACES  WEST     EAST

SEXTON / CARETAKER NAME & PHONE # \_\_\_\_\_



PERMIT/STAKING FEES  
 NONE     YES \$ \_\_\_\_\_ AMOUNT

PERMIT FEE PAID BY:  
 COMPANY     AGENT     CUSTOMER

SEND PAYMENT TO: \_\_\_\_\_

UPRIGHT W/GRANITE FOUNDATION  
 UPRIGHT W/CEMENT FOUNDATION

FOUNDATION SIZE: \_\_\_\_\_

MARKER FLUSH IN CEMENT  
 MARKER SET ON FOUNDATION  
 MARKER WITH NO CEMENT

SET OTHER: \_\_\_\_\_

FOUNDATION BY:  
 COMPANY     CEMETERY     CUSTOMER

INSTALL ON OR ABOUT \_\_\_\_\_ UNLESS UNFORESEEN CAUSES SHALL PREVENT, AND THEN WITHIN A REASONABLE TIME THEREAFTER, FOR WHICH I PROMISE TO PAY TO THE ORDER OF **MURPHY GRANITE CARVING** THE SUM OF \_\_\_\_\_

PRICE \$ \_\_\_\_\_

OTHER \$ \_\_\_\_\_

TERMS \_\_\_\_\_  
**A monthly finance charge of 1.33% (16% annually)**, will be charged on all outstanding balances, beginning 60 days after notice of delivery has been sent to the buyer by the seller.

PERMIT FEE \$ \_\_\_\_\_

Buyer agrees that said memorial shall remain personal property and title to the same shall be and remain in seller until all sums due and payable hereunder are paid in full, and in the event of default in the payment of any sum due hereunder, seller may declare the whole sum immediately due and payable and without legal demand of process enter upon the premises wherever said property may be situated, take possession of said property and dispose of the same as its own, in which case all payments hereunder shall belong to the seller as stipulated and liquidated damages, enforce payment by bringing suit on the indebtedness created hereby for foreclosure of its lien, it being mutually agreed that the election of the seller to bring suit on the indebtedness created hereby shall not be treated as a waiver of any right to repossess said property, unless and until any judgment obtained has been satisfied by execution or otherwise. The buyer shall pay all cost of collection, including a reasonable attorney's fee and legal expense, if payment is not made when due.

TAX RATE  SUBTOTAL \$ \_\_\_\_\_

SALES TAX \$ \_\_\_\_\_

TOTAL PRICE \$ \_\_\_\_\_

Any future lettering done in the cemetery may not be an identical match to the lettering done in the plant. The matching of an existing monument or marker may not be an identical match of lettering, granite or size because of age, time, conditions and different veins of granite. Due to varying cuts of granite, the size may vary from that quoted above. **The Buyer agrees to pay for all future lettering on the memorial** described in this contract at the regular lettering rate in effect at the same time such future lettering is necessary, inscribed with such abbreviations as may be customary.

DOWN PAYMENT \$ \_\_\_\_\_

Purchaser represents that the memorial ordered complies with the cemetery's rules and regulations and can be set in the cemetery and seller makes no warranty or representation to this effect so if the cemetery will not allow the seller to set the memorial the purchaser shall still be responsible for the entire purchase price. Buyer agrees that seller may use buyers name in its sale literature that it shares with prospective customers.

**BALANCE DUE \$ \_\_\_\_\_**

You, the buyer, may cancel this purchase at any time prior to midnight of the third business day after the date of this purchase. See attached notice of cancellation form for an explanation of this right.

NAME \_\_\_\_\_ BUYER

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ ZIP CODE \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ MONTH \_\_\_\_\_, 20 \_\_\_\_\_

**MURPHY GRANITE CARVING**

BY \_\_\_\_\_

No. \_\_\_\_\_