

Seaside Memorial Park Assn., Inc. III

PURCHASE AGREEMENT

I, the undersigned Purchaser, agree to purchase from the undersigned Seller, SEASIDE MEMORIAL PARK ASSN., IN and the Seller agrees to sell to the purchaser the exclusive right of burial in

Description _____ Crypt No. _____ Level No. _____ For _____ Mausoleum space

Description Plot 30 Lot No. _____ Section No. MAUS For 12 burial spaces (with
(without) monument rights of SEASIDE MEMORIAL PARK AND MAUSOLEUM, in Nueces County, Texas, as shown by plat duly recorded in the Map Records of Nueces County, Texas, for the sum of

Cash Price _____ Dollars (\$ 8,400.)

Marker (Bronze) _____ Sales Tax _____ Dollars (\$ _____)
(Granite)

Total _____ Dollars (\$ _____)

and have this day paid the Seller a deposit of _____ Dollars (\$ 1680.)

and agree to pay the balance in 4 year Payments commencing _____

on the 28 day of JULY 1988, and _____ Dollars (\$ 1680.)

on the 28 day of each succeeding year thereafter until the entire sum has been paid in full.

Seaside Memorial Park Assn., Inc., agrees that Purchaser shall have the privilege and option for a period of sixty (60) days from the date hereof, of selecting any other unsold Plot or Crypt of equal or greater value in lieu of the above described Plot or Crypt and receiving full credit thereon for all moneys paid in and allocated to the sales price of said Plot or Crypt.

This cemetery is operated as a Perpetual Care cemetery, which means that a Perpetual Care fund for its maintenance has been established in conformity with the laws of the State of Texas. Perpetual Care means to keep the sod in repair and places where interments have been made in order and to care for trees and shrubs planted by the cemetery. Perpetual Care deposit \$ _____ and in case of mausoleum spaces an additional deposit to a voluntary care fund \$ _____

It is agreed that failure on the part of Purchaser to pay any installment hereon within sixty (60) days after it shall become due and payable shall, at the election of Seller, mature all unpaid installments and cause the balance of the purchase price then unpaid to become immediately due and payable in its entirety. It is further agreed that if Purchaser fails to pay the purchase price, or any part thereof, according to the terms of this agreement within sixty (60) days after the same becomes due, Seller may, at its option, terminate this agreement, and take immediate possession of said Plot or Crypt and Memorial and Seller shall thereafter own the same as absolutely as if this agreement had never been made, and may sell the same or any part thereof, and remove the Memorial and any body buried therein to any other part of said Cemetery, and all payment made for said Plot or Crypt and Memorial under this agreement shall be retained by Seller as liquidated damages.

When the purchase price above provided has been paid in full the Seller hereby agrees to assign exclusive right of sepulchre to Purchaser on the above described lot for cemetery purposes only confined to the burial of the dead and subject to all rules and regulations for the government of SEASIDE MEMORIAL PARK AND MAUSOLEUM now in force or which may hereafter be adopted and the purchaser agrees to be governed and abide by the said rules and regulations which are here referred to and made a part of this Contract. Terms of the agreement between parties hereto are deemed to be fully expressed in this Contract and the Rules and Regulations referred to herein and no statement, settlement or agreement not herein set forth is binding on the Purchaser or Seller. No agreement or transfer of this Contract, or the above described lot, shall be valid without the written consent of the Seller.

Dated this 28 day of JULY, 1988

NO FINANCE CHARGE ON THIS CONTRACT
CASH PRICE IS TOTAL PRICE
ANNUAL PERCENTAGE RATE.....ZERO

ISSUE CERTIFICATE OF OWNERSHIP TO:
J. A. CANALES
Print
XILO P GARCIA MD
Print
Mickey Garcia
Representative

CONTRACT — SPECIAL PRE-CONSTRUCTION
MAUSOLEUM ADDITION
(Plans Now On File at Company Office)

Purchaser: J. A. Canales Individually
By: _____ or by _____
Signature Victor P. Garcia
Church: P. O. Box 5245
By: _____
CORPUS CHRISTI TEXAS
(Business)
(Residence Address)
(City) _____ (Telephone No.) _____
Accepted: SEASIDE MEMORIAL PARK ASSN., INC.
By: Paul Ryan
President

CATHOLIC CONTRACTS ONLY
The following stipulation is made a part of this contract: "The purchaser understands and agrees that only the bodies of persons who die in communion with the Roman Catholic Church and who are entitled under the General Laws of the Roman Catholic Church and the regulations imposed