

FM 102435

# FRANKLIN FURNITURE

7397 US 59 Hwy. • P.O. Box 710 • Wharton, Texas 77488  
(979) 532-2631 • Toll Free 1-800-874-2889 • Fax: (979) 532-2692

53370

## RETAIL INSTALLMENT CONTRACT

Name It Bend County Auditor / EMS  
1st NAME MIDDLE INITIAL LAST NAME

Date 8/4/10

Address & City 301 Jackson  
Richmond, TX 77469

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

Home Phone \_\_\_\_\_ Work Phone 281-633-7088 Cell 832-731-7991

Sold By <u>GF/mr</u>	TERMS <u>Rita</u> <u>PO#55110</u>
Cash \$	
Check \$	<u>PO#55110 R*124152</u>

Delivery Instructions Special ord  
no w/o - faxed  
no unit - faxed  
L2B - on order

Del - EMS - 4336 Hwy 36  
Rosenberg  
Tues 9/28 - 11:00 w/ van #  
5-3409

Delivered by \_\_\_\_\_ Date \_\_\_\_\_

Qty.	Stock No.	Mfr.	ITEM	Code	Unit Price	Amount
1	BO-563	LZB	Reclina-Way Full Reclining Sofa - C958176			1199.00
2	AE100EW	W10	Ellington End Table - Walnut		199.00	398.00
1	AE100SW	W10	Ellington End Table - Walnut			289.00
1	DE436LW	W10	Ellington Dining table - Walnut			309.99
6	DE450SW	W10	Ellington Dining side chairs - Walnut		89.00	534.00
4	738G	LGP	Heavy Duty 3/3 Bld frame w/guides		84.99	339.96
4	BT2005	W10	Topaz 3-Drawer Night stand - Cinnamon		239.00	956.00
4	BT2001TH	W10	Topaz 3/3 Headboard - Cinnamon		229.00	916.00
14	HON2093-N19T	UNIT	Guest arm chairs - charcoal fabric w/blk frame		192.43	2694.02
2	O10-563	LZB	Reclina-Rocker Recliners - C958176		589.00	1178.00
			Fabricate sofa and 2 recliners } no warranty			70.00
			Fabricate 14 guest chairs } included		10.00	140.00
			Delivery			N/C
			SALES TAX			N/C
			TOTAL			\$9023.99

In consideration of Seller selling goods/services to Buyer, from time to time, Buyer grants Seller a security interest therein and further, agrees to the following terms and provisions regarding the same:

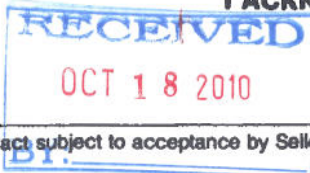
- Buyer may pay the full amount of all goods/services purchased within 30 days from the date of each billing statement.
- If Buyer elects not to pay the unpaid balance within thirty days, the following terms shall apply for the privilege of paying installments: Buyer shall pay a **FINANCE CHARGE** of 1 1/2% per month or an **ANNUAL PERCENTAGE RATE** of 18%.

- A minimum installment of \$10.00 or 10% of the unpaid balance, whichever is larger, shall be payable monthly.
- If the Buyer is in default in the performance of any of his obligations, Seller may repossess and sell the goods/services in accordance with the provisions of the Consumer Credit Code and the Texas Uniform Commercial Code.
- If referred to an attorney for collection, Buyer agrees to pay reasonable attorney's fees, court costs and disbursements.
- Buyer agrees not to sell, remove or encumber the goods/services and be responsible for all loss of or damage to same.

NOTICE TO BUYER. DO NOT SIGN THIS CONTRACT BEFORE YOU HAVE READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGN. KEEP THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS.

"This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 North Lamar, Austin, Texas 78705-4207. Telephone 512-479-1285, 214-263-2016, 713-461-4074."

### I ACKNOWLEDGE RECEIPT OF A TRUE COPY OF THIS CONTRACT.



I HAVE INSPECTED THE MERCHANDISE AND FOUND IT TO BE IN GOOD ORDER.

BUYER \_\_\_\_\_  
his contract subject to acceptance by Seller after approval of Buyer's credit.

by [Signature] Date 9-28-10