

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

APPEAL FROM GREENVILLE COUNTY

COURT OF GENERAL SESSIONS

2015-GS-23-1563

Edward W. Miller, Circuit Court Judge

**RECEIVED**

SEP 21 2017

Appellate Case No: 2017-000635

**SC Court of Appeals**

The State.....Respondent/Appellant

Polly McAbee Hindman.....Appellant/Respondent

MOTION TO GRANT LEAVE TO APPELLANT TO MOVE FOR A NEW TRIAL

Appellant Polly M. Hindman ("Hindman") hereby moves that the Court of Appeals grant leave for her to move in the Court of General Sessions for a new trial on the ground of newly discovered evidence pursuant to Rule 29 (b) SCRCrimP.

The grounds for the Motion requesting leave to move for a new trial are the following:

1. Polly M. Hindman was found guilty on December 14, 2017 of the S.C. Code of Laws 1976 Section 43-35-0085 Exploitation of a Vulnerable Adult.

2. To prove the offense the primary evidence of the State of South Carolina were copies of checks payable to Hindman drawn on the bank account of Bette Riddle, the vulnerable adult.

3. The checks payable to Hindman from Bette Riddle's bank account totaled \$28,832.86. The sum of two checks payable to Hindman totaling \$12,832.86 were included in this amount. The remaining \$16,000.00 ( $\$28,832.86 - \$12,832.86$ ) were not identified in the Trial Transcript and therefore, are not the subject of the Motion. The State contended that these two checks represented funds wrongfully obtained by Hindman from the bank account of Bette Riddle. In her testimony Hindman denied that she wrongfully obtained these funds from Bette Riddle's bank account. She explained that the checks from Bette Riddle's bank account were reimbursement of funds paid by her to Woodlawn Funeral Home to cover Pre-Burial funeral expenses for Bette who wanted to pay in advance for her funeral.

4. Assistant Solicitor Sylvia Harrison rejected the explanation of Hindman. She argued to the jury that the checks totaling \$12,832.86 were funds improperly obtained by Hindman from the bank account of Bette Riddle.

5. Bette Riddle died on June 22, 2017. Her funeral expenses were prepaid.

6. The documents attached to this Motion as Exhibits came from Woodlawn Funeral Home. In the documents Woodlawn acknowledges that the pre-payment back in December 2012 was the source of payment of Bette Riddle's funeral on June 22, 2017.

7. The fact that the payment received by Woodlawn Funeral Home during December 2012 came from the checks payable to Woodlawn from the bank account of Polly Hindman substantiates the testimony of Hindman. The funeral expenses of Bette Riddle incurred during June 2017 were paid by funds given to Woodlawn in December 2012 by Hindman as she testified.

8. Relevant excerpts from the deposition of the Manager of Woodlawn Funeral Home, Wesley Matthew James, are attached for the convenience of the Court.

Mr. James, General Manager of Woodlawn Funeral Home (Deposition Page 7), describes the records of Woodlawn relevant to the situation.

Exhibits 3A through 3L are copies of documents from the records of Woodlawn. They show that Polly Hindman paid \$12,832.86 to Woodlawn Funeral Home on December 19, 2012 for burial expenses and funeral expenses paid in advance for Bette Riddle.

Exhibit 4 through Exhibit 8 which are records of Woodlawn are also attached.

On Page 33 of the Deposition of Wesley Matthew James we find,

16           Q.     All right. And my next question is,  
17 based upon your review of the record of Woodlawn  
18 have you found that your records show that Polly  
19 Hindman paid for the interment expenses and the  
20 pre-burial expenses of Bette Riddle back in  
21 December of 2012?

22           A.     yes, sir, that's correct.

23           MR. GADDY:     All right. That  
24 completes all of our questions, and we're at the end.

9. Assistant Solicitor Sylvia P. Harrison maintained during the trial that the checks payable to Hindman in the amount of \$12,832.86 during December 2012 were wrongfully obtained funds. The records of Woodlawn show that the cost of the funeral and burial expenses during June 2017 were prepaid. This means that the State of South Carolina is wrong and that the testimony of Hindman was truthful.

10. During the Restitution Hearing held on February 17, 2017 Assistant Solicitor Sylvia P. Harrison contended that the checks having a total of \$12,832.86 were funds wrongfully obtained by Hindman.

11. Judge Edward W. Miller directed that Hindman pay \$88,000.00 in restitution. He included the amount of \$12,832.86 in the restitution amount.

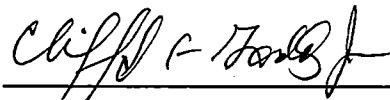
12. As stated above, the documents from Woodlawn Funeral Home substantiate that Hindman paid Woodlawn the sum of \$12,832.86 to pay in advance the funeral expenses of Bette Riddle.

13. The documents coming from Woodlawn Funeral Home attached hereto as exhibits constitutes evidence not available either in the trial of Hindman on December 14, 2016 nor the Restitution Hearing held on February 17, 2017.

14. For the reasons expressed above the Motion to Grant Leave to Appellate to move for a new trial should be granted.

September 19, 2017

Respectfully submitted,



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(864) 250-5155  
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(864) 220-0005  
Attorneys for Appellant/Respondent

1 Deposition was sent to and the Notice shows  
2 that it went to Assistant Attorney General J.  
3 Benjamin Aplin, spelled A-P-L-I-N.

4 The Notice was mailed on August 2, 2017,  
5 and we have asked the court reporter to make  
6 this Notice of Deposition to be an exhibit in  
7 the record. The court reporter has now  
8 labeled this Notice of Deposition as Exhibit  
9 1.

10 Madam Court Reporter, we would also like  
11 our Subpoena, which is a Subpoena Duces Tecum  
12 in a Civil Case, to be entered into the  
13 record. And so we'll ask that it be marked  
14 Exhibit 2, and I will furnish you with a copy  
15 of the Subpoena. I thought we had a copy in  
16 here, but I don't see one. Anyway, we'll  
17 give it to the court reporter so she can put  
18 a label on it. You can put Exhibit 2 on that  
19 Subpoena.

20 [Discussion off the record.]

21 [M. James Deposition Exhibit No. 2 was  
22 marked.]

23 Q. [By Mr. Gaddy] Okay. Mr. James, by way  
24 of further introductory remarks, I am Clifford  
25 Gaddy, and I am attorney for Polly McAbee, spelled

1 A. Yes.

2 Q. Okay. Greenville, South Carolina, with  
3 a ZIP of 29609?

4 A. Correct. Yes, sir.

5 Q. Okay. Now, are you employed by the  
6 Woodlawn Memorial Funeral Home, or do you have  
7 another employer that's not the Woodlawn Memorial  
8 Funeral Home?

9 A. I am the general manager of Woodlawn  
10 Memorial Park Funeral Home and Mackey Mortuary, and  
11 I work between the two places, that is correct.

12 Q. So you are a general manager of both  
13 Woodlawn and Mackey, just to make things  
14 abbreviated?

15 A. Yes, sir.

16 Q. All right. Now, when did you become an  
17 employee of Woodlawn approximately?

18 A. 2015.

19 Q. Okay. That's good enough.

20 A. Okay.

21 Q. So you were not an employee of Woodlawn  
22 back in December of 2012 then?

23 A. No, sir, I was not.

24 Q. Do you have access to records of  
25 Woodlawn that would relate to the sale or the

1 capital M-C, capital A-B-E-E, Hindman, who is a  
2 defendant in a case labeled or entitled, State of  
3 South Carolina versus Polly McAbee Hindman.

4 I'm going to ask you a series of  
5 questions. The questions will deal with the issues  
6 as stated in our Subpoena and also in our Notice of  
7 Deposition, which I believe you received a copy.  
8 If my questions to you are not clear, let me know,  
9 and I'll try to rephrase them. If there's anything  
10 that you would like to discuss, and I don't know  
11 that there will be, you can let me know, too. The  
12 court reporter has sworn you in, so we will  
13 proceed.

14 My first question is, would you give us  
15 your name?

16 A. Wesley Matthew James.

17 Q. And would you give us an address? And  
18 the address of our location will be fine.

19 A. 1 Pine Knoll Court, Greenville, South  
20 Carolina 29 --

21 Q. Did you say 1 Pine Knoll Court?

22 A. Yes.

23 Q. As opposed to 1 Pine Knoll Drive?

24 A. Drive. Pardon me. Pardon me.

25 Q. So it's 1 Pine Knoll Drive?

1 purchase of burial expenses to be paid in advance?

2 A. Yes, sir.

3 Q. Okay. Directing your attention to the  
4 date of December 12, 2012. Do you have any records  
5 of Woodlawn that were prepared during the course of  
6 the business of Woodlawn pertaining to burial  
7 expenses and funeral expenses that were paid in  
8 advance for a person named Bette Riddle?

9 A. We do, yes, sir.

10 Q. Okay. Could you produce those papers  
11 for us now?

12 A. Yes, sir. That envelope are your copies  
13 of the cemetery purchase for her space, the burial  
14 vault.

15 This information, these copies are for  
16 you for her at-need, meaning the time of death,  
17 when she died and her at-need arrangements, as well  
18 as the 2012 preneed.

19 Q. Okay. Give me a few minutes to examine  
20 them.

21 A. Sure. Pardon me.

22 Q. I'm going to present to you 13 pages and  
23 ask if you just handed me these 13 pages and that I  
24 -- you observed me to read them over?

25 A. Uh-huh. That is correct.

1 of December 2012.

2 Have I recited that correctly?

3 A. Yes, sir, you have.

4 Q. Looking at the second page, which begins  
5 with the paragraph heading in bold, Purchaser's  
6 Death Before Beneficiary's Death, and then under a  
7 paragraph in bold reading, Disclosure, Polly  
8 Hindman's signature appears?

9 A. That's correct.

10 Q. And she signed it on December 18, 2012.

11 And looking at the third page of this  
12 exhibit, which is Exhibit 7, we find a Death  
13 Benefit Quote. And it is stated on the paper, date  
14 of birth, December 31, 1929; Date of Death, June  
15 23, 2017, and it's for Bette M. Riddle. And it  
16 says the contract amount was 6,574, with the policy  
17 being 3-845216, in the amount of \$7,013. And it  
18 reads, Death benefit available.

19 Have I read that accurately?

20 A. Yes, sir.

21 Q. The final set of documents begins with a  
22 photocopy of a check, which appears to be a check  
23 with the printed name of the account holder, Polly  
24 Hindman, also the name R. L. Hindman, dated  
25 December 20, 2012, and paid to the order of AML, in

1 the amount of \$6,573.70.

2 And have I described that fairly and  
3 accurately?

4 A. Yes, sir, you have.

5 Q. The check also has the memo on the check  
6 of funeral expenses, and it's signed by Polly  
7 Hindman; is that correct?

8 A. Yes, sir, that is correct.

9 MR. GADDY: All right. We ask that  
10 these four pages be labeled an exhibit.

11 [M. James Deposition Exhibit No. 8 was  
12 marked.]

13 Q. [By Mr. Gaddy] All right. We've just  
14 gone over the first page of Exhibit 8, which is  
15 this check. Then looking at the second page of  
16 Exhibit 8, there appears to be some sort of letter,  
17 at the top of which is American Memorial Life  
18 Insurance Company, and it apparently is addressed  
19 to Bette M. Riddle and Polly M. Hindman, with a  
20 date of December 27, 2012. It refers to a policy  
21 number, 3-845216, with the insured being Bette M.  
22 Riddle, and prearrangement with Woodlawn Memorial  
23 Funeral Home.

24 Is that a fair summary of that letter?

25 A. Yes, sir, it is. Correct.

1 Q. Looking at page 3 of this exhibit, we  
2 again find American Memorial Life Insurance Company  
3 at the top of the page, and in bold there the  
4 words, Benefit Summary for Bette M. Riddle. And  
5 under the heading, policy owner information, it has  
6 Polly M. Hindman, with a benefit information  
7 reading, Contract amount \$6,706. And we have the  
8 designated funeral home information heading of  
9 Woodlawn Memorial Funeral Home, with the heading,  
10 policy beneficiary information, primary, Polly M.  
11 Hindman.

12 Have I correctly summarized that page?

13 A. Yes, sir, you have.

14 Q. And then there is a page, again, with  
15 the words, American Memorial Life Insurance  
16 Company, up at the top, and in bold there is the  
17 phrase, Amendment. And then it reads, This  
18 amendment is attached to and made a policy of  
19 3-845216, issued on the life of Bette M. Riddle,  
20 subject to all the provisions of the policy not  
21 inconsistent therewith. And there appears to be a  
22 signature over the word, President.

23 Have I fairly described that?

24 A. Yes, sir, you have.

25 MR. GADDY: Okay. Now, I want to go off

1 the record for just a minute.

2 [Discussion off the record.]

3 Q. [By Mr. Gaddy] In a discussion which  
4 occurred off the record, questions were raised as  
5 to why Harvard Riddle is shown on the forms as  
6 paying an additional amount on a marker that had  
7 previously -- that Woodlawn had previously received  
8 payment back in 2012. And what was the reason that  
9 Harvard Riddle paid an additional amount in June  
10 2017 for the marker?

11 A. That is correct, for the actual date of  
12 death scroll.

13 Q. Okay. So by adding the date of death,  
14 there was an additional charge?

15 A. That's correct.

16 Q. All right. And my next question is,  
17 based upon your review of the records of Woodlawn,  
18 have you found that your records show that Polly  
19 Hindman paid for the interment expenses and the  
20 pre-burial expenses of Bette Riddle back in  
21 December of 2012?

22 A. Yes, sir, that's correct.

23 MR. GADDY: All right. That completes  
24 all of our questions, and we're at the end.

25 [Discussion off the record.]

CONTRACT FOR PURCHASE

AT NEED

3899

State of South Carolina,
County of Greenville

R-8224

THIS CONTRACT, made this 26th day of Sept. 1966 between Woodlawn Memorial Park, party of the first part, hereinafter called the Seller, and LEONARD AND/OR BETTE RIDALE, party of the second part, hereinafter called the Buyer, whose address is 108 LEYSWOOD DRIVE, WITNESSETH: That the Buyer agrees to purchase from the Seller interest rights only on the lot (or lots) as follows: Lot No. 204, Section 9, Graves 1, 2, 3 (43) Lot No. Section Graves all in Woodlawn Memorial Park, as per plat thereof on file in the offices of said Woodlawn Memorial Park, and to pay therefor the sum of Dollars (\$325.00) as follows, to wit:

Dollars (\$ ) cash, the receipt of which is hereby acknowledged and Change to Mackay Martiney Dollars (\$ ) on the day of and Dollars

( \$ ) on the day of each month thereafter commencing and continuing until the said contract price has been paid in full with interest thereon at the rate of 6 percent per annum, computed monthly.

It is understood and agreed that no interest will be charged during the first twelve months of this contract provided the Buyer at no time shall be in default more than thirty days with the monthly payments due hereon. A PRE-NEED discount of 5% will be granted if the lot is paid for in 80 days.

The Buyer agrees that if the lot (or lots) selected has been sold prior to the acceptance of this contract by the Seller, the Seller shall have the right to substitute any other lot of equal or greater value, or at its option the Seller may refund the full amount paid.

All payments under this contract are to be paid by check or Money Order, made payable to Woodlawn Memorial Park, and any cash payments, except those made at the office of the Seller, are at the Buyer's sole risk until received and receipted for at the offices of the Seller.

The Buyer hereby directs the Seller to place in the Perpetual Care Fund an amount equal to at least 10 per cent of the contract price named herein, this to be the final 10 per cent paid by the Buyer.

IT IS HEREBY UNDERSTOOD AND AGREED by and between the parties hereto that the said lot (or lots) are bought for the exclusive purpose of sepulture of persons of the white or caucasian race only and are subject to the rules and regulations of the Seller, and the Buyer expressly agrees to be bound by all such rules and all amendments and new rules hereafter adopted; and that no Certificate of Ownership shall be delivered by said Seller for said lot (or lots) until the contract price is paid in full; that in case of default in the above mentioned payments, or any part thereof, for more than two months, said Seller shall in addition to all other remedies allowed by law hereunder have the right at its option to declare this contract ended, cancelled, and forfeited five days after mailing notice thereof to the Buyer at the above address and all payments made under said contract shall be retained by said Seller as its liquidated damages; and the said Seller may dispose of said lot (or lots) the same as if this contract had not been made. In case of such default, the Seller is hereby empowered to enter upon said lot (or lots) and remove the remains of any person or persons who may be interred thereon and reinter the same in a single grave in said Cemetery.

The Buyer agrees that the marking of all graves in the ground called for in this contract is restricted to flat bronze memorials, installed by the Seller, flush with the ground, and that said bronze memorials must be approved by the Seller. It is further understood and agreed that, at the option of the Seller, no bronze memorial shall be installed on any lot until the full purchase price of said lot is paid.

PURCHASE PRICE REFERRED TO ABOVE DOES NOT COVER BRONZE MEMORIALS, INSTALLATION CHARGES, OR MAINTENANCE OF SAID MEMORIALS.

The person or persons protected by the Protective Certificate issued in connection with this contract, whose signature or signatures appear below, hereby certify by signing this contract, that they nor either of them has reached his or her 60th birthday and that they and each of them is, at the present time, in good physical health and that they nor either of them is now under the care of a physician or specialist. It is specifically understood and agreed that false statements in regard to the age or physical health of the person or persons covered by the Protective Certificate shall render null and void and of no force and effect all of the provisions of the said Protective Certificate.

In case of default and cancellation of this contract the Buyer will be issued a "Cancelled Contract Certificate" for the full amount of money paid in by him. The Seller agrees that at anytime it will accept this "Cancelled Contract Certificate" on a similar purchase from the Buyer of lot or lots at least equal in price to those cancelled. Said "Cancelled Contract Certificate" referred to is transferable by original purchaser.

The Seller agrees to improve and beautify the units or lots named above for cemetery purposes according to the plans and designs now in possession of the Seller.

It is agreed that this contract contains the complete understanding between the Seller and Buyer and no agent or representative of the Seller has any authority to make any statements, representations, or agreements, modifying, adding to, or changing the terms or conditions herein set forth, and no such modifications, changes, or additions shall be binding upon the Seller or in any wise affect the validity of this agreement.

CERTIFICATE OF OWNERSHIP TO BE MADE TO.

Name: Address: This agreement shall be binding upon the heirs, executors, administrators, and assigns of the parties hereto.

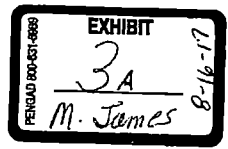
Witness: Leonard Riddle (Buyer) Persons covered by Protective Certificate: Age

Beneficiary: Age

Accepted: WOODLAWN MEMORIAL PARK By: President Age

Dated: Sept. 27, 66 Age

Table with columns: Acknowledged, Carded, Paid, Payment, Age. Contains handwritten numbers 30, 30, 223.



# INSTALLATION WORK ORDER

No. 612558

Location No. <b>0477</b>	File Reference <b>98512</b>	File Name or File #	Property Owner Name <b>Leonard &amp; Bette Riddle</b>		
Purchaser Name <b>Polly Hindman</b>			Telephone <b>721 5874</b>	E-mail Address	
Address <b>Leyswood Rd.</b>			City <b>Greenville</b>	State <b>SC</b>	Zip <b>29615</b>
Installation Location Description <b>Sec G Lot 204 Spl</b>			Name(s) on Memorial <b>Bette M. Riddle</b>		
Memorial Size <b>24x14</b>	Base size <b>28x18</b>	Base Type <input checked="" type="checkbox"/> Granite <input type="checkbox"/> Poly <input type="checkbox"/> Concrete		Vase Type <b>HD</b>	
Special Instructions <b>Please install 24x14 on 28x18 wlv for Riddle in Sec G Lot 204 Spl.</b>					
Issued By <b>Delia L. Gosnell</b>		Signature <i>[Signature]</i>		Date Issued <b>2/6/13</b>	
Installed By <b>Kathy J. [Signature]</b>		Signature <i>[Signature]</i>		Date Installed <b>3-7-13</b>	
Verified By <b>Dev [Signature]</b>		Signature <i>[Signature]</i>		Date Verified <b>3/7/13</b>	

### Purchaser Notification

Person to Notify <b>Kathy</b> <b>Polly Hindman</b>	Relationship	Date Notified	Notified By	Type of Contact
Comments <b>Number disconnected</b>				

### Usage Processing Order and Confirmation

Item	Contract #	Product Code #	Delivery Date (mo/day/yr)	USAGE INSTRUCTIONS	Usage Entered By	HMS Process Date
MRKR	98512	MBFMWIRK	3/7/13	Process all installed items through usage to change the usage indicator from (U) Undelivered or (S) Stored to (D) DELIVERED	DC	3/9/13
BASE	98512	BGEGVSFIA	3/7/13		DC	3/9/13
MISC		QTY:				
INST	98512	SIMMRI	3/7/13		DC	3/9/13
MSRV						

**EXHIBIT**

3B

M. James

8-16-17

WOODLAWN MEMORIAL PARK  
1901 WADE HAMPTON BLVD.  
GREENVILLE, SC 29609  
864/244-4622

477 No.0036496



INDIVIDUAL CASH RECEIPT

DATE 12-19-12 ACCOUNT NO. 98412 \$ 408.10  
ACCT/CONTR. NAME \_\_\_\_\_ ACCT/CONTR. NO. \_\_\_\_\_ \$ \_\_\_\_\_  
RECEIVED FROM Polly Hindman CK # / C.C. APPROVAL # \_\_\_\_\_  
DESCRIPTION Pmt C.C. TYPE \_\_\_\_\_  
TRUST NO. \_\_\_\_\_ \$ \_\_\_\_\_  
G/L ACCT. \_\_\_\_\_ \$ \_\_\_\_\_  
BY KR  CHECK 528  CASH  
 CREDIT CARD  DEBIT TOTAL 408.10  
GEN 8001 (3/08) White - Customer Copy Yellow - Contract File Pink - Control Copy

THANK YOU

WOODLAWN MEMORIAL PARK  
1901 WADE HAMPTON BLVD.  
GREENVILLE, SC 29609  
864/244-4622

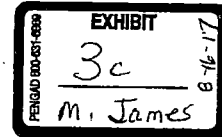
477 No.0036497



INDIVIDUAL CASH RECEIPT

DATE 12-19-12 ACCOUNT NO. 98512 \$ 5264.57  
ACCT/CONTR. NAME \_\_\_\_\_ ACCT/CONTR. NO. \_\_\_\_\_ \$ \_\_\_\_\_  
RECEIVED FROM Polly Hindman CK # / C.C. APPROVAL # \_\_\_\_\_  
DESCRIPTION Pmt C.C. TYPE \_\_\_\_\_  
TRUST NO. \_\_\_\_\_ \$ \_\_\_\_\_  
G/L ACCT. \_\_\_\_\_ \$ \_\_\_\_\_  
BY KR  CHECK 528  CASH  
 CREDIT CARD  DEBIT TOTAL 5264.57  
EN 8001 (3/08) White - Customer Copy Yellow - Contract File Pink - Control Copy

THANK YOU





STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

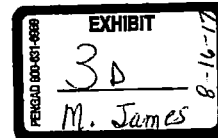
)  
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FILED IN GREENVILLE COUNTY, SC

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENT, that I, Bette M. Riddle, the Principal, domiciled and residing in the County of Greenville, State of South Carolina, being desirous of appointing an Attorney-in-Fact to act for me in all matters in which I may have an interest, do hereby nominate, constitute and appoint Leisa M. Norris and/or Polly M. Hindman, jointly and/or individually, my true and lawful Attorney-in-Fact, with full power to sell, lease, mortgage, transfer, exchange or otherwise dispose of any stock, other securities or property, real, personal or mixed, which at the time may belong to me, and to execute and deliver good and sufficient deeds, leases, mortgages, bills of sale, assignments, endorsements or other instruments for the conveyance, lease, mortgage or transfer of the same; to purchase securities, stock or other property for my account; to collect, sue upon, compromise or otherwise discharge and secure releases from any obligations of mine or claims against me; to deposit in my name and for my account with any bank, banker or trust company all monies to which I am entitled or which may come into his/her/their hands as such Attorney-in-Fact and all bills of exchange, drafts, checks, promissory notes and other securities for money payable or belonging to me and for that purpose to sign my name and endorse each and every instrument for deposit or collection; and from time to time or any time to withdraw any or all monies deposited to my credit at any bank or trust company or any building and loan association or any other banking

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institution having monies belonging to me and in connection therewith to draw checks in my name; to make, execute, acknowledge and deliver for and upon my behalf and in my name all such checks, notes, contracts, agreements, assignments, endorsements, consents, waivers, proxies, releases, undertakings, receipts, acknowledgments, deeds, leases, mortgages, bills of sale and all other documents or instruments in writing of every kind and nature which in his/her/their judgment may be appropriate or desirable in the conduct of my affairs or the management of my property and person.

Further, I authorize my said Attorney-in-Fact to perform all acts appropriate or incident to the execution of the aforesaid powers and authorizations and generally to do any and all acts and things on behalf of my name in connection with any matter or thing pertaining or belonging to me with the same validity and effect and as fully as they could be effected or done by me if I were personally present.

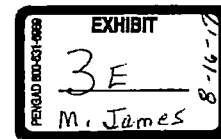
And I do hereby ratify and confirm each and every act and thing which my said Attorney-in-Fact shall and may do by virtue hereof.

This Power of Attorney shall not be affected by any physical disability or mental incompetence of me which renders me incapable of managing my estate pursuant to 62-5-501, Code of Laws of South Carolina, 1976 (as amended).

This Power of Attorney may be recorded in the same manner as a deed in the Office of the Register of Mesne Conveyance for Greenville County, South Carolina.

My said Attorney-in-Fact will in no case be required to file an inventory of any deposits, causes of action, and/or personal property with any court, nor will said

*BMR - pg 2*



Attorney-in-Fact be required to post a surety bond during any period when this Power of Attorney is in full force.

This Power of Attorney shall remain in full force and effect until revoked by me; and if filed as above-mentioned, such revocation shall be effective only when a record of such revocation is made upon the fact of the record of this instrument in the Office of the Register of Mesne Conveyance for Greenville County, South Carolina. All other Power of Attorney's before this one are revoked by me and made null and void.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 29th day of November, 2012, at Greenville, South Carolina.

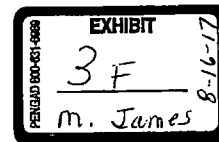
Betty M. Riddle  
Bette M. Riddle

The above instrument, consisting of three (3) pages, written on one side only, was, in the date and year above written, signed, sealed, published and declared by the Principal herein as and for his Power of Attorney in the presence of us, the undersigned, who at his request and in the presence of him and in the presence of each other, all present together, have hereunto subscribed our names as the attesting witnesses on the date and year above written.

Claudem Pittman Jr of Greer S.C.  
Witness

Dean A. Natus of Greer S.C.  
Witness

BMR - pg 3



STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

Personally appeared the undersigned witness and made oath that (s)he saw the within named Bette M. Riddle sign, seal and as the (Grantor's) act and deed deliver the within written Power of Attorney and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Dean A. Harris  
Witness

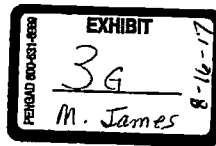
SWORN to before me this 29<sup>th</sup> day of November 29th, 2012

Bette M. Riddle (SEAL)

My commission expires \_\_\_\_\_

R L Hindman  
My Commission Expires  
4-16-2018

BMR-P9 4

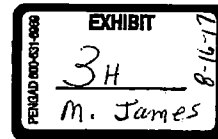


**HEALTH CARE**

My Attorney-in-Fact is authorized at my Attorney-in-Fact's discretion from time to time and at any time to exercise the authority described below relating to matters involving my health care. In exercising the authority granted to my Attorney-in-Fact herein, I first direct my Attorney-in-Fact to try to discuss with me the specifics of any proposed decision regarding my health care and treatment if I am able to communicate in any manner, however rudimentary. If I am unable to consent, or refuse to consent, to health care, and my Attorney-in-Fact cannot determine the choice I would want made under the circumstances, my Attorney-in-Fact shall give, withhold, modify, or withdraw such consent from me based on any health care choices that I may previously have expressed on the subject while competent, whether under this instrument or otherwise. If my Attorney-in-Fact cannot determine the treatment choice I would want made under the circumstances, then my Attorney-in-Fact shall make such choice for me based on what my Attorney-in-Fact believes to be in my best interest. Accordingly, my Attorney-in-Fact is authorized as follows:

**A) Power of Access and Disclosure of Medical Records and Other Personal Information.** To request, receive and review any information, verbal or written, regarding my personal affairs or my physical or mental health, including medical and hospital records, and to execute any releases or other documents that may be required to obtain such information, and to dispose or deny such information to such person, organizations, firms or corporations as my Attorney-in-Fact shall deem appropriate.

*BMR - pg 5*



**B) Power to Employ and Discharge Health Care Personnel.** To employ and discharge health care personnel including physicians, psychiatrists, dentists, nurses, and therapists as my Attorney-in-Fact shall deem necessary for my physical, mental and emotional well-being, and to pay them, or cause them to be paid, reasonable compensation.

**C) Power to Give, Withhold, or Withdraw Consent to Health Care Treatment**

**D) Power to Give or Withhold Consent to Psychiatric Treatment**

**E) Power to Maintain Me in My Residence.**

**F) Power to Exercise My Health Care Right of Privacy.**

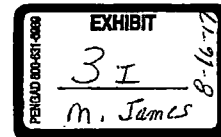
**G) Power to Authorize Relief from Pain.**

**H) Power to Grant Releases.** To grant, in conjunction with any instructions given under this Article, released to hospital staff, physicians, nurses and other health care providers who act in reliance on instructions given by my Attorney-in-Fact or who render written opinions to my Attorney-in-Fact in connection with any matter described in this Article from all liability for damages suffered or to be suffered by me; to sign documents titled or purporting to be a "Refusal to Permit Treatment" and "Leaving Hospital Against Medical Advice" as well as any necessary waivers of or releases from liability required by any hospital or physician to implement my wishes regarding medical treatment or non-treatment.

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD  
2012098301 Book:DE 2415 Page:3855-3860  
November 30, 2012 10 11:26 AM

*Timothy J. Hanney*

*Book - pg 6*



CEMETERY INTERMENT RIGHTS, MERCHANDISE AND SERVICES PURCHASE/SECURITY AGREEMENT  
THIS AGREEMENT PROVIDES FOR PERPETUAL CARE

This Agreement is made this 18th day of September, 2012, by and between the undersigned "Seller" and Polly M. Hindman for Betty M. Kiddle hereinafter called the "Purchaser".  
Address: 1180 Lyswood Drive Greenville SC 29615  
Residence Telephone No. (864) \_\_\_\_\_ Day Telephone No. (\_\_\_\_) \_\_\_\_\_

WITNESSETH THAT: The Seller agrees to sell and Purchaser agrees to buy the following described Interment Rights, Merchandise and Services.  
 Developed  Predeveloped  Lot  Lawn Crypt  Mausoleum  Niche  Other  
Description of Interment Rights: Section 6 Lot 204 space 2

No.	INTERMENT RIGHTS, MERCHANDISE AND SERVICES	
1	Interment Rights (Inc. \$ P.C.F.)	Less:
1	Memorialization-Type <u>Memorial</u>	Down Payment Cash
1	Size <u>24 X 14</u> Design	Credit For
1	Memorial Base-Type <u>Granite</u>	(b) Total Down Payment
1	Size <u>28 X 18</u> Design <u>Oak Panel</u>	Unpaid Balance of Cash Price
1	Memorial Perpetual Care and Maintenance	(c) Amount Financed
1	Memorial Installation/Inspection Fee	Less Interment and Recording Fee not subject to
1	Outer Burial Container <u>Marble No.</u>	Finance Charge
1	Category I*	Amount Subject to Finance Charge
1	Category II**	(d) Finance Charge
1	Interment and Recording Fee	(e) Total of Payments (c + d)
1	Processing Fee	(f) Deferred Payment Price (a + d)
1	Other	
1	Other	
1	Merchandise/Services Discount	Remarks:
1	Sales Tax	
1	(a) Total Cash Price (Including Sales Tax)	

\* Definition: Category I is an outer burial container designed to resist the entrance of water or any other ground elements. No representations are made to the effect that a Category I outer burial container is airtight or waterproof or would protect the body from gravesite substances for an indefinite time.  
\*\* Definition: Category II is a nonsealing outer burial container. The only representations or warranties regarding outer burial containers are those extended by the manufacturer. See the reverse side of this Agreement for details.  
ITEMIZATION OF AMOUNT FINANCED OF \$ \_\_\_\_\_ shall be credited to your account with Seller. Amount paid to others on your behalf: \$ 187.75 to public officials.

ANNUAL PERCENTAGE RATE <sup>1</sup>	FINANCE CHARGE <sup>2</sup>	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
%	(d) \$	(c) \$	(e) \$	(a+d) \$
Your payment schedule will be:				
Number of Payments	Amount of Payments	When Payments Are Due		
One	\$ <u>5264.57</u>	Beginning		
Prepayment: If you pay off early, you will be entitled to a rebate of all or part of the Finance Charge. Security: You are giving a security interest in the goods and property being purchased. Late Charges: If full payment is not made within 10 days after it is due, you will be charged \$5.00 or 5% of such payment, whichever is less. Other Provisions: See this Agreement for any additional information about nonpayment, default, any required repayment in full (exclusive of unearned finance charges) before the scheduled date, and prepayment rebates and penalties.				

<sup>1</sup> The Annual Percentage Rate is imposed only on the portion of the Amount Financed that is subject to Finance Charge.  
<sup>2</sup> Finance Charges are computed on all items excluding the Interment and Recording Fee.  
If accepted by Seller, the parties hereto agree to the following terms and conditions:  
1. Agreement to Pay. Having first been quoted both a Total Cash Price and a Total Sale Price for the items described above, and for value received, the undersigned Purchaser, jointly and severally, if more than one, promises to pay to the order of Seller, at its address shown above, the amount identified above as the Total of Payments in accordance with the payment schedule dates set out above.  
2. Title. Seller will retain title to said Interment Rights and Merchandise until the Total Sale Price has been paid by Purchaser to Seller.  
3. Cemetery Rules and Regulations. Purchaser agrees that all rights conveyed under this Agreement are subject to, and Purchaser agrees to at all times comply with, the present (and as may be hereinafter adopted, amended or altered) rules and regulations of Seller, which are available for examination in Seller's office.  
4. Prepayment. Upon prepayment in full, whether voluntarily or upon acceleration by reason of Purchaser's default and payment in full or judgment being entered against Purchaser for the unpaid balance, Purchaser shall receive a rebate of any unearned Finance Charge computed in accordance with the Actuarial method. If (i) the need for interment arises within 120 days of the date of this Agreement and the Agreement is paid in full or (ii) this Agreement provides only for the purchase of memorialization and its installation and is paid in full within 120 days of the date of this Agreement, Purchaser will be entitled to a full rebate of all Finance Charges previously paid.  
5. Interment and Recording Fee. Unless otherwise specifically provided herein, a charge for opening and closing the interment space and applicable cemetery document recording (herein referred to as "Interment and Recording Fee"), is not included in the Total Cash Price set forth herein, and there will be an added charge for this service at the time of need. If the Interment and Recording Fee is purchased hereunder, the price set forth herein reflects normal work hour rates. There will be an additional charge if the interment service is provided on a weekend, holiday, or after normal work hours.  
6. Issuance of Certificate of Interment Rights. Upon payment of the Total Sale Price by the Purchaser, the Seller agrees to convey the above-described Interment Rights by issuance of a Certificate of Interment Rights to the Person(s) designated below.

NAME \_\_\_\_\_ NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_ ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ CITY \_\_\_\_\_  
NEXT OF KIN \_\_\_\_\_

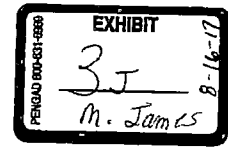
NOTICE: BY SIGNING THIS AGREEMENT, PURCHASER IS AGREEING THAT ANY CLAIM PURCHASER MAY HAVE AGAINST THE SELLER SHALL BE RESOLVED BY ARBITRATION AND PURCHASER IS GIVING UP HIS/HER RIGHT TO A COURT OR JURY TRIAL AS WELL AS HIS/HER RIGHT OF APPEAL.

BY SIGNING THIS AGREEMENT, THE PURCHASER CONFIRMS HAVING BEEN MADE AWARE THAT THE PURCHASER HAS THE RIGHT TO SELECT ONLY THOSE ITEMS, SERVICES AND MERCHANDISE THAT THE PURCHASER DESIRES.  
NOTICE TO PURCHASER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law. Purchaser also hereby acknowledges that this Agreement was completed as to all essential provisions before it was signed by Purchaser and a copy thereof was delivered to Purchaser at the time this Agreement was signed.

Time 11:10 AM  AM  PM Source Sell by hand Seller (Creditor):  
Signed this 18th day of September, 2012  
The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.  
Purchaser: Polly M. Hindman 294046796 1-26-55 Date of Birth 12-18-2012  
\*S.S.N. \_\_\_\_\_  Male  Female Accepted By: Michael Korte Authorized Representative  
Co-Purchaser \_\_\_\_\_ Date of Birth \_\_\_\_\_ Counselor: R. Koon No. 1061964

\*Under penalties of perjury, the Purchaser represents and warrants that the Social Security number shown on this Agreement is his or her correct identification number and that he or she is not subject to federal backup withholding or any order from the Internal Revenue Service that would require special reporting to the IRS by Seller.

If This Sale Was Solicited And Your Agreement To Purchase Was Made At A Place Other Than The Seller's Place of Business: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.  
NOTICE: SEE OTHER SIDE FOR ADDITIONAL TERMS THAT ARE PART OF THIS AGREEMENT.



**CEMETERY INTERMENT RIGHTS, MERCHANDISE AND SERVICES PURCHASE/SECURITY AGREEMENT**  
THIS AGREEMENT PROVIDES FOR PERPETUAL CARE

This Agreement is made this 18th day of December, 2012, by and between the undersigned "Seller" and Paul M. Hindman PDR for Betty M. Ridd hereinafter called the "Purchaser".  
Address: 149 Leewood Drive Greenville SC 29615  
Residence Telephone No: (864) 791-5874 Day Telephone No. ( ) State SC ZIP 29615

WITNESSETH THAT: The Seller agrees to sell and Purchaser agrees to buy the following described Interment Rights, Merchandise and Services.  
 Developed  Predeveloped  Lot  Lawn Crypt  Mausoleum  Niche  Other  
Description of Interment Rights: Section 6 Lot 204 Space 2

No.	INTERMENT RIGHTS, MERCHANDISE AND SERVICES		
-	Interment Rights (inc. \$ P.C.F.)	\$ -	Less:
-	Memorialization-Type		Down Payment Cash
-	Size Design		(\$ 408.10)
-	Memorial Base-Type		Credit For
-	Size Design		(b) Total Down Payment
-	Memorial Perpetual Care and Maintenance		(\$ 408.10)
-	Memorial Installation/Inspection Fee		Unpaid Balance of Cash Price
-	Outer Burial Container		(c) Amount Financed
-	Category I*		Less Interment and Recording Fee not subject to
-	Category II**		Finance Charge
-	Interment and Recording Fee		Amount Subject to Finance Charge
-	Processing Fee		(d) Finance Charge
-	Other <u>Full PDR School</u>	<u>385.00</u>	(e) Total of Payments (c + d)
-	Other		(f) Deferred Payment Price (a + d)
-	Merchandise/Services Discount		\$ 408.10
-	Sales Tax		
-	(a) Total Cash Price (Including Sales Tax)	\$ 408.10	Remarks:

\* Definition: Category I is an outer burial container designed to resist the entrance of water or any other ground elements. No representations are made to the effect that a Category I outer burial container is airtight or waterproof or would protect the body from gravesite substances for an indefinite time.  
\*\* Definition: Category II is a nonsealing outer burial container. The only representations or warranties regarding outer burial containers are those extended by the manufacturer. See the reverse side of this Agreement for details.

ITEMIZATION OF AMOUNT FINANCED OF \$ \_\_\_\_\_ shall be credited to your account with Seller. Amount paid to others on your behalf: \$ 25.10 to public officials.

ANNUAL PERCENTAGE RATE <sup>1</sup> The cost of your credit as a yearly rate.	FINANCE CHARGE <sup>2</sup> The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
%	(d) \$	(c) \$	(e) \$	(b) \$
				(a+d) \$
Your payment schedule will be:				
Number of Payments	Amount of Payments	When Payments Are Due		
One	\$ 408.10	Beginning		
Prepayment: If you pay off early, you will be entitled to a rebate of all or part of the Finance Charge. Security: You are giving a security interest in the goods and property being purchased. Late Charges: If full payment is not made within 10 days after it is due, you will be charged \$5.00 or 5% of such payment, whichever is less. Other Provisions: See this Agreement for any additional information about nonpayment, default, any required repayment in full (exclusive of unearned finance charges) before the scheduled date, and prepayment rebates and penalties.				

- The Annual Percentage Rate is imposed only on the portion of the Amount Financed that is subject to Finance Charge.
  - Finance Charges are computed on all items excluding the Interment and Recording Fee.
- If accepted by Seller, the parties hereto agree to the following terms and conditions:
- Agreement to Pay.** Having first been quoted both a Total Cash Price and a Total Sale Price for the items described above, and for value received, the undersigned Purchaser, jointly and severally, if more than one, promises to pay to the order of Seller, at its address shown above, the amount identified above as the Total of Payments in accordance with the payment schedule dates set out above.
  - Title.** Seller will retain title to said Interment Rights and Merchandise until the Total Sale Price has been paid by Purchaser to Seller.
  - Cemetery Rules and Regulations.** Purchaser agrees that all rights conveyed under this Agreement are subject to, and Purchaser agrees to at all times comply with the present (and as may be hereinafter adopted, amended or altered) rules and regulations of Seller, which are available for examination in Seller's office.
  - Prepayment.** Upon prepayment in full, whether voluntarily or upon acceleration by reason of Purchaser's default and payment in full or judgment being entered against Purchaser for the unpaid balance, Purchaser shall receive a rebate of any unearned Finance Charge computed in accordance with the Actuarial method. If (i) the need for interment arises within 120 days of the date of this Agreement and the Agreement is paid in full or (ii) this Agreement provides only for the purchase of memorialization and its installation and is paid in full within 120 days of the date of this Agreement, Purchaser will be entitled to a full rebate of all Finance Charges previously paid.
  - Interment and Recording Fee.** Unless otherwise specifically provided herein, a charge for opening and closing the interment space and applicable cemetery document recording (herein referred to as "Interment and Recording Fee"), is not included in the Total Cash Price set forth herein, and there will be an added charge for this service at the time of need. If the Interment and Recording Fee is purchased hereunder, the price set forth herein reflects normal work hour rates. There will be an additional charge if the interment service is provided on a weekend, holiday, or after normal work hours.
  - Issuance of Certificate of Interment Rights.** Upon payment of the Total Sale Price by the Purchaser, the Seller agrees to convey the above-described Interment Rights by issuance of a Certificate of Interment Rights to the Person(s) designated below.

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_  
NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_  
NEXT OF KIN \_\_\_\_\_

NOTICE: BY SIGNING THIS AGREEMENT, PURCHASER IS AGREEING THAT ANY CLAIM PURCHASER MAY HAVE AGAINST THE SELLER SHALL BE RESOLVED BY ARBITRATION AND PURCHASER IS GIVING UP HIS/HER RIGHT TO A COURT OR JURY TRIAL AS WELL AS HIS/HER RIGHT OF APPEAL.

BY SIGNING THIS AGREEMENT, THE PURCHASER CONFIRMS HAVING BEEN MADE AWARE THAT THE PURCHASER HAS THE RIGHT TO SELECT ONLY THOSE ITEMS, SERVICES AND MERCHANDISE THAT THE PURCHASER DESIRES.

NOTICE TO PURCHASER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law. Purchaser also hereby acknowledges that this Agreement was completed as to all essential provisions before it was signed by Purchaser and a copy thereof was delivered to Purchaser at the time this Agreement was signed.

Time 10:45 AM 6 PM Source Self Seller (Creditor):

Signed this 18th day of December, 2012

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Purchaser Paul M. Hindman #249-04 6796 126-55 Date of Birth \_\_\_\_\_

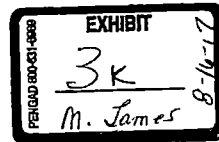
\*S.S.N. \_\_\_\_\_  Male  Female Accepted By: Michael Ridd 12-18-2012

Co-Purchaser \_\_\_\_\_ Date of Birth \_\_\_\_\_ Counselor K. Ridd No. 7060964

\*Under penalties of perjury, the Purchaser represents and warrants that the Social Security numbers shown on this Agreement is his or her correct identification number and that he or she is not subject to federal backup withholding or any order from the Internal Revenue Service that would require special reporting to the IRS by Seller.

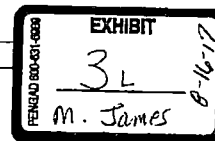
If This Sale Was Solicited And Your Agreement To Purchase Was Made At A Place Other Than The Seller's Place of Business: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

NOTICE: SEE OTHER SIDE FOR ADDITIONAL TERMS THAT ARE PART OF THIS AGREEMENT.



### Interment Order and Authorization

Contract No. 498401001920		Interment No. 35308		Date (mo/day/year) 06/23/2017					
No interment shall take place until a written authority, signed by the proper relative or legal representative of the deceased, has been given to the Cemetery performing the interment. The undersigned hereby request and authorize:									
Name/Location of Cemetery <b>Woodlawn Memorial Park / 0477</b>									
in accordance with and subject to its rules and regulations to inter the remains of:									
Name of Decedent (LAST) (First) (Middle) <b>RIDDLE, Bette M.</b>				Age 87	Sex <input checked="" type="checkbox"/> F <input type="checkbox"/> M				
Birthdate (mo/day/year) 12/31/1929		Date of Death (mo/day/year) 06/22/2017		Veteran <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Property Owner (Last) (First) (M.I.) <b>RIDDLE, Leonard</b>		Interment Space (describe) Section-SECTION G Lot-204 Space-1							
Descriptor <input checked="" type="checkbox"/> Lot <input type="checkbox"/> Lawn Crypt <input type="checkbox"/> Mausoleum <input type="checkbox"/> Niche <input type="checkbox"/> Other									
Funeral Home <b>Woodlawn Funeral Home and Memorial Park</b>		Director <b>Clayton Summerton</b>		Telephone Number (864) 244-0978					
Funeral Home Address <b>1 Pine Knoll Drive</b>		City <b>Greenville</b>		State SC	Zip 29609				
Place of Funeral Service <b>Graveside Service</b>		Day Monday	Date (mo/day/year) 06/26/2017	Time of Service 1:00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM					
Place of Cemetery Service <b>Graveside</b>		Day Monday	Date (mo/day/year) 06/26/2017	Time of Service 1:00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM					
Committal Setup Instructions <b>1 tent, 12 chairs</b>									
Outer Burial Container Description <b>Monicello</b>		Manufacturer <b>Wilbert</b>	Provided By <b>Cemetery</b>						
Memorial Description <b>NA</b>		Manufacturer <b>NA</b>	Provided By <b>NA</b>						
Casket/Um Description <b>20 Gauge</b>		Manufacturer <b>Batesville</b>	Provided By <b>Funeral Home</b>						
REMARKS									
Interment Fee <u>1,495.00</u>		Acknowledgement of Visual Inspection of Interment Right:							
Overtime Charges <u>0.00</u>		Printed Name <b>Harvard Riddle</b>		Date <b>6/23/2017</b>					
Other Charges <u>0.00</u>		Family Verification Signature <i>[Signature]</i>							
Total <u>1,495.00</u>									
The undersigned hereby certify that they are the next-of-kin of the above named Deceased, or otherwise have the full legal authority to direct the interment, entombment or inurnment of the remains of the Deceased, and hereby authorize the above-named cemetery to make disposition of the remains of the Deceased as indicated above.									
The undersigned hereby further certify and represent that they are the owner(s) or authorized representative(s) of the owner(s) of the above-described Interment Rights and hereby authorize use of the said Interment Rights for the interment, entombment of the remains of the Deceased. Cemetery is hereby authorized to install any outer burial container purchased in connection with this interment in the interment space described herein.									
The undersigned hereby agree to indemnify and hold harmless the cemetery, its affiliates, and their respective agents, shareholders, officers, directors and employees from any and all losses, costs, or liability, including reasonable attorney's fees, if or any of them may sustain in connection with any misrepresentations, misstatements, negligence, intentional acts or misconduct by the undersigned as it relates to the interment, entombment or inurnment authorized hereunder.									
The undersigned agree that, as its own expense, the cemetery has the right to correct any error in the interment, entombment, or inurnment.									
This form must be signed by (a) the property owner AND (b) the closest next-of-kin									
Authorized Representative Signature		Date	Print Name	Relationship					
<i>[Signature]</i>		06/23/2017	Riddle, Harvard	Brother-in-law					
Address		City	State	Zip	Telephone Number				
<b>4 Dagenham Dr.</b>		<b>Greenville</b>	<b>South Carolina</b>	<b>29615</b>	<b>864444-4397</b>				
Authorized Representative Signature		Date	Print Name	Relationship					
Address		City	State	Zip	Telephone Number				
<b>OFFICE USE ONLY</b>									
IOA Prepared By		Date	Interment Card Recorded By	Date					
<i>[Signature]</i>		06/23/2017	<i>[Signature]</i>	6/23/17					
IOA Info Verified By		Date	Property Book Recorded By	Date					
<i>[Signature]</i>		6/23/17	<i>[Signature]</i>	/					
Site Layout By		Date	Property Card Recorded By	Date					
<i>[Signature]</i>		/	<i>[Signature]</i>	6/23/17					
Superintendent's Verification		Date	Master Map Recorded By	Date					
<i>[Signature]</i>		/	<i>[Signature]</i>	/					
Interment ID Placed By		Date	Interment Log Recorded By	Date					
<i>[Signature]</i>		/	<i>[Signature]</i>	6/23/17					
ITEM	CONTRACT #	PRODUCT CODE #	HMIS PROCESS DATE	ITEM	QTY	CONTRACT#	PRODUCT CODE#	STORED Y/N	HMIS PROCESS DATE
CSKT/ALTC	98512			VAULT		98512			
INTR				URNS					
CRMP				MISC					
PROP				MSRV					
Section		Block / Level		Date					
SECTION G				Woodlawn					
Lot / Row		Space / Crypt / Niche		(Location) Completed by					
204		I		Woodlawn					
				(Processing) Completed by					



**INSTALLATION WORK ORDER**

HMS Case ID

Location No. 0477	File Reference	Cemetery Name Woodlawn	Property Owner Name (Print Name) LAST, First Middle Riddle, Leonard and/or Bette		
Purchaser Name (Print Name) LAST, First Middle Harvard Riddle		Telephone 864-444-4397	E-mail Address		
Address 4 Dagenham Dr.		City Greenville	State SC	Zip 29615	
Installation Location Description G-204-		Name(s) on Memorial Bette M. Riddle			
Memorial Size Scroll	Base size	Base Type <input type="checkbox"/> Granite <input type="checkbox"/> Poly <input type="checkbox"/> Concrete		Vase Type	
Special Instructions Please inspect and install scroll					
Issued By (Print Name) Kron Hall		Signature <i>[Signature]</i>	Date Issued 7/25/17		
Installed By (Print Name) <i>[Signature]</i>		Signature <i>[Signature]</i>	Date Installed 7/26/17		
Verified By (Print Name) <i>[Signature]</i>		Signature <i>[Signature]</i>	Date Verified 7/26/17		
Original Selling Counselor (FSC) (Print Name): Alex Pattillo					

**Purchaser Notification**

Person to Notify (Print Name) Harvard Riddle	Relationship Brother-in-law	Date Notified	Notified By	Type of Contact
Notified By (Print Name) Alex Pattillo		Type of Contact		
Comments				

**Usage Processing Order and Confirmation**

Item	Contract #	Product Code #	Delivery Date (mo/day/yr)	USAGE INSTRUCTIONS	Usage Entered By	HMS Process Date	
MRKR				Process all installed items through usage to change the usage indicator from (U) Undelivered or (S) Stored to (D) DELIVERED			
BASE							
MISC	098412	Scroll QTY:	7/26/17			SK	7/26/17
INST							
MSRV							

PERIOD 800-831-8888  
**EXHIBIT**  
 3m  
 M. James 8-16-17



From: ProComm

To: Care Center	Date: 06/22/17	Time: 21:40
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|FH

Deceased: Bette Riddle  
Woodlawn Funeral Home  
DOB: 12/31/1929  
DOD: 6/22/2017 9:04 PM (87 Years)  
Vet: No

Caller: Heather - Lutheran Hospice (864)361-3104  
Facility name: Pendleton Manor  
Address: 414 Summit Dr Greenville SC 29609  
Room: 403

Ready for removal? Yes  
Family present? No

NOK:Harvard Riddle (brother in law )  
cell: (864)444-4397

Doctor: Carolyn Fields (864)271-7562

Additional notes:  
Please Call nurse with ETA.  
MSGID: 8643613104-33461175

6/22 9:39P Woodlawn Funeral Home fax - Faxed

**Woodlawn**  
Funeral Home

1 Pine Knoll Drive • Greenville, SC 29609 • 864-244-0978

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

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

Heading: \_\_\_\_\_

EQUIPMENT:	NEEDS	HAS
Basket		
Chairs		
Register Stand		
Lists:		

FULL NAME Bette M. Riddle

Home Address: \_\_\_\_\_ Zip \_\_\_\_\_ Inside City Limits: \_\_\_\_\_

Family at: \_\_\_\_\_

Date of Death \_\_\_\_\_ Hour \_\_\_\_\_ a.m. p.m. Day \_\_\_\_\_

Place of Death \_\_\_\_\_ Autopsy \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_

Physician \_\_\_\_\_ Address \_\_\_\_\_

Certificate mailed to doctor \_\_\_\_\_ Transit Burial /Permit - \_\_\_\_\_

Length of illness \_\_\_\_\_

Birthplace Union, SC Date 12/31/29 Age \_\_\_\_\_

Father Harry William McAbee, Sr. Address \_\_\_\_\_

Mother (Maiden Name) Louise Bolton McAbee Address \_\_\_\_\_

Former Residence \_\_\_\_\_

Sex F Married Divorced Never Married Widowed (Circle One)

Social Security No. 249-38-5825 Filed \_\_\_\_\_

Education (Specify only highest grade completed)  
Elementary/Secondary (12) College (1-4 or 5+) Hispanic \_\_\_\_\_ (If yes, Nationality \_\_\_\_\_)

Occupation and/or Business Activities Abbott Machine Co. - Ret.  
(Exec. Sec'y)

Church Affiliation White Oak





BURIAL - REMOVAL - TRANSIT PERMIT

and  
DEATH NOTIFICATION

Greenville  
COUNTY

307995

Name of Deceased <u>Bette Riddle</u>	Date of Death - (Cannot be unknown) <u>6-27-2017</u>	Time of Death <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM <input type="checkbox"/> UNKNOWN <u>2104</u>
IF Reportable Fetal Death (350+ grams), Provide Mother's Full Name		

Place of Death (Facility Name or if not institution give Street and Number)

Pendleton Manor, 414 Summit Dr. Greenville, SC

IF DEATH OCCURRED IN A HOSPITAL: <input type="checkbox"/> Inpatient <input type="checkbox"/> Emergency Room/Outpatient	IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: <input type="checkbox"/> Hospice facility <input checked="" type="checkbox"/> Nursing home/Long term care facility <input type="checkbox"/> Decedent's home <input type="checkbox"/> Other (Specify)
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CERTIFIER (Name of Physician, Medical Examiner or Coroner who is to provide cause of death and certify death certificate.)

Dr. Carolyn Fields

Address <u>398 The Parkway, Greenville, SC 29650</u>	Phone
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Autopsy <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Was Case Referred To Medical Examiner / Coroner? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	--

Funeral Home or Other Agent First Assuming Custody of Body

Name Woodlawn Funeral Home

Address <u>1 Pine Knoll Drive, Greenville, SC 29609</u>	Phone <u>864-244-0978</u>
--	------------------------------

I hereby certify that I have received the remains of the above individual.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name, Address, and Phone Number of Funeral Home or Other Agent Handling Final Disposition if other than Named Above

Date Assumed Custody of Body \_\_\_\_\_ Signature \_\_\_\_\_

Permission is hereby granted to remove this body and upon compliance with the requirements of the laws of this state to dispose of the remains. A certified copy of the death certificate, and when required by law, an authorization by the coroner or medical examiner must be attached to the permit prior to disposition if disposal is by cremation or burial at sea. Neither a death certificate nor a report of fetal death is required to authorize cremation of fetal remains.

<u>[Signature]</u> Signature of Registrar or other authorized issuing officer	<u>Jeff Fowler</u> Printed Name	<u>6-23-17</u> Date Issued
--	------------------------------------	-------------------------------

For Use Only By Coroner Issuing Permit

Was (or will) death (be) actively investigated? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---



SOUTH CAROLINA CERTIFICATE OF DEATH WORKSHEET

DATE OF DEATH: (MM/DD/YYYY)

1. DECEDENT'S LEGAL NAME (Include AKA's, if any) (First, Middle, Last) <b>Bette Lou McAbbee Riddle</b>				2. SEX <b>F</b>	3. SOCIAL SECURITY NUMBER <b>249-38-5825</b>
4a. AGE-Last Birthday (Years) <b>87</b>	4b. UNDER 1 YEAR Months Days	4c. UNDER 1 DAY Hours Minutes	5. DATE OF BIRTH (MM/DD/YYYY) <b>12/31/1929</b>	6. BIRTHPLACE (City and State or Foreign Country) <b>Greenville, SC</b>	
7a. RESIDENCE-STATE <b>SC</b>		7b. COUNTY <b>Greenville</b>		7c. CITY OR TOWN <b>Greenville</b>	
7d. STREET AND NUMBER <b>108 Leywood Drive</b>			7e. APT. NO.	7f. ZIP CODE <b>29615</b>	7g. INSIDE CITY LIMITS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. EVER IN US ARMED FORCES? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		9. MARITAL STATUS AT TIME OF DEATH <input type="checkbox"/> Married <input type="checkbox"/> Married, but separated <input checked="" type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Never Married <input type="checkbox"/> Unknown		10. SURVIVING SPOUSE'S NAME (If wife, give name prior to first marriage) <b>—</b>	
11. FATHER'S NAME (First, Middle, Last) <b>Harry McAbbee</b>			12. MOTHER'S NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last) <b>Louise King McAbbee</b>		
13a. INFORMANT'S NAME <b>Claire Riddle</b>		13b. RELATIONSHIP TO DECEDENT <b>Sister-in-law</b>		13c. MAILING ADDRESS (Street and Number, City, State, Zip Code) <b>4 Dagenham Drive Greenville 29615</b>	
14. PLACE OF DEATH (Check only one: see instructions)					
IF DEATH OCCURRED IN A HOSPITAL: <input checked="" type="checkbox"/> Inpatient <input type="checkbox"/> Emergency Room/Outpatient <input type="checkbox"/> Dead on Arrival			IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: <input checked="" type="checkbox"/> Nursing home/Long term care facility <input type="checkbox"/> Decedent's home <input type="checkbox"/> Hospice facility <input type="checkbox"/> Other (Specify)		
15. FACILITY NAME (If not institution, give street and number) <b>Pendleton Manor</b>			16. CITY OR TOWN, STATE AND ZIP CODE		17. COUNTY OF DEATH
18. METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal from state <input type="checkbox"/> Other (Specify)			19. PLACE OF DISPOSITION (Name of cemetery, crematory, other place) <b>Woodlawn Memorial Park</b>		
20. LOCATION-CITY, TOWN, AND STATE			21. NAME AND ADDRESS OF FUNERAL FACILITY <b>Woodlawn Funeral Home 1 Pine Knoll Drive Greenville, SC 29609</b>		
22. SIGNATURE OF FUNERAL SERVICE LICENSEE OR OTHER AGENT			23. LICENSE NUMBER (Of Licensee)		
23a. EMBALMER (Signature)			23b. EMBALMER LICENSE NUMBER		23c. LICENSE NUMBER (Of Facility)
51. DECEDENT'S EDUCATION-Check the box that best describes the highest degree or level of school completed at the time of death. <input type="checkbox"/> 8th grade or less <input type="checkbox"/> 9th-12th grade; no diploma <input checked="" type="checkbox"/> High school graduate or GED completed <input type="checkbox"/> Some college credit, but no degree <input type="checkbox"/> Associate degree (e.g., AA, AS) <input type="checkbox"/> Bachelor's degree (e.g., BA, AB, BS) <input type="checkbox"/> Master's degree (e.g., MA, MS, MEd, MEd, MSW, MBA) <input type="checkbox"/> Doctorate (e.g., PhD, EdD) or Professional degree (e.g., MD, DDS, DVM, LLB, JD)		52. DECEDENT OF HISPANIC ORIGIN? Check the box that best describes whether the decedent is Spanish/Hispanic/Latino/Latina. Check the "No" box if decedent is not Spanish/Hispanic/Latino/Latina. <input checked="" type="checkbox"/> No, not Spanish/Hispanic/Latino/Latina <input type="checkbox"/> Yes, Mexican, Mexican American, Chicano/Chicana <input type="checkbox"/> Yes, Puerto Rican <input type="checkbox"/> Yes, Cuban <input type="checkbox"/> Yes, other Spanish/Hispanic/Latino/Latina (Specify) _____		53. DECEDENT'S RACE. (Check one or more races to indicate what the decedent considered himself or herself to be) <input checked="" type="checkbox"/> White <input type="checkbox"/> Black or African American <input type="checkbox"/> American Indian or Alaska Native (Name of the enrolled or principal tribe) _____ <input type="checkbox"/> Asian Indian <input type="checkbox"/> Chinese <input type="checkbox"/> Filipino <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Vietnamese <input type="checkbox"/> Other Asian (Specify) _____ <input type="checkbox"/> Native Hawaiian <input type="checkbox"/> Guamanian or Chamorro <input type="checkbox"/> Samoan <input type="checkbox"/> Other Pacific Islander (Specify) _____ <input type="checkbox"/> Other (Specify) _____	
54. DECEDENT'S USUAL OCCUPATION (Indicate type of work done during most of working life. DO NOT USE THE TERM "RETIRED.") <b>Secretary</b>					
55. KIND OF BUSINESS/INDUSTRY <b>Abbott Machine (Admin)</b>					
The information above was reviewed and found to be correct:					
<b>Clarence K. Riddle</b> (Signature of Informant) (Required)				<b>6/23/17</b> (Date)	

BRTP NO.

The collection and reporting to DHEC of information contained on the South Carolina Death Certificate are exempt from HIPAA regulations (see 45 CFR §§ 160.203 (c), 164.512 (b) (1)). However, state law provides protection against the unauthorized release of confidential information from the death certificate. DHEC-0879C (07/2010)



### Statement of Funeral Goods and Services Selected/Purchase Agreement

<b>TOTAL SECTION I AND SECTION II CHARGES</b>	\$	5,973.70
<b>SECTION III - ALLOWANCES</b>		
_____	\$	n/a
_____	\$	n/a
_____	\$	n/a
_____	\$	n/a
_____	\$	n/a
_____	\$	n/a
_____	\$	n/a
_____	\$	0.00
<b>TOTAL ALLOWANCES</b>	\$	0.00
<b>SECTION IV - TAXES</b>		
Taxable Items Section I + or - Section III	\$	1,595.00
Less Deductibles	\$	n/a
<b>TOTAL TAXES</b> 6% State ( 6% ) - 59.70	\$	59.70
<b>TOTAL CHARGES: Section (I) + (II) + or - (III) + (IV)=</b>	\$	6,033.40
Less Cash Received	\$	n/a
Less Assignments of Assurant Insurance Claim: 6573.70	\$	6,573.70
<b>Unpaid balance due by: 06/23/2017</b>	\$	(540.30)

**PAYMENT TERMS** You understand that no extension of credit by us, subject to federal or state credit disclosure, installment sales, or other consumer credit statutes, is contemplated by this Agreement. You have no right to defer payment of any amount due under this Agreement. You agree that you are personally liable for payment of the applicable balance due shown on the Statement of Funeral Goods and Services Selected by the due date indicated on the Statement. Such payment will be made to us at the address set forth in this Agreement. Where the full amount due will not be paid prior to the performing of the services called for by this Agreement, you authorize us to inquire into your credit history.

**IDENTIFICATION AND DESCRIPTION OF MANDATORY ITEMS AND EXPLANATION OF EMBALMING CHARGE** We have identified and described below any legal, cemetery or crematory requirements that compel the purchase of any items listed in Part One and we have explained why we charged for embalming. You acknowledge and agree that embalming and/or preparation of the remains may be performed at the facility of the above-referenced funeral home or at another facility that is duly licensed and equipped to provide such services.

Funeral Home Requires Refrigeration After 24 Hours When Embalming Is Not Authorized

You confirm that you have examined the service and merchandise items listed in Part One and found them to be correct and according to the arrangements selected and that prior to signing this Statement, you reviewed and approved a completed copy of this Statement. You also confirm that you have been informed of your right to select only such services and merchandise as you desire, and that you have the legal right to arrange the funeral services for the deceased named above.

#### Acknowledgement of Disclosures/Disclaimer

The Federal Trade Commission Trade Regulation Rule on "Funeral Industry Practices" requires certain disclosures and prohibits misrepresentations. The following is a checklist we ask those we serve to read and sign to verify that the funeral arrangement conference was conducted in compliance with the Rule. You, who made the arrangements for the funeral and final disposition of the above-named decedent, do hereby attest to the following:

1. You were given a General Price List effective on 04/24/2017 prior to discussing funeral arrangements or the selection of any funeral goods or services.
2. You were shown a Casket Price List effective on 04/24/2017 prior to discussing caskets.
3. You were shown an Outer Burial Container Price List effective on 04/24/2017 prior to discussing outer burial containers.
4. You were advised that the law does not require embalming except in certain special cases.
5. You were not advised that embalming is required for direct cremation, immediate burial or a closed casket funeral without viewing or visitation if refrigeration is available, where state or local law does not require embalming in such cases.
6. You were not advised that any law requires a casket for direct cremation or that a casket, other than an alternative container, is required for direct cremation.
7. You were advised that state law does not require the purchase of an outer burial container or any of the funeral goods or services you selected, except as set forth on your Statement of Funeral Goods and Services Selected/Purchase Agreement.
8. No claims were made to you as to the merchandise or services (embalming, casket, outer burial container) to the effect that embalming or the use of any merchandise available from us would delay the decomposition of the remains for a long term or indefinite time, or that any such merchandise would protect the body from gravesite substances. No representations or warranties were made to you about the protective features of caskets or outer burial containers other than those made by the manufacturer.

#### NOTICES TO PURCHASER/CO-PURCHASER

SEE PART THREE FOR TERMS AND CONDITIONS THAT ARE PART OF THIS AGREEMENT. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS AGREEMENT.

BY SIGNING THIS AGREEMENT, YOU ARE AGREEING THAT ANY CLAIM YOU MAY HAVE AGAINST THE SELLER SHALL BE RESOLVED BY ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A COURT OR JURY TRIAL AS WELL AS YOUR RIGHT OF APPEAL.

Executed this 23 day of June, 2017  
 Purchaser's Name Harvard Riddle  
 Purchaser's Signature [Signature]  
 Social Security # \_\_\_\_\_  
 Co-Purchaser's Name \_\_\_\_\_  
 Co-Purchaser's Signature \_\_\_\_\_  
 Co-Purchaser's Social Security # \_\_\_\_\_

By: Clayton Allen Summerton 3994  
 Type in Name \_\_\_\_\_ License Number \_\_\_\_\_  
 Signature [Signature]

I attest that I have completed/reviewed this document as required by the Company's SOX Key Control Checklist:

Print Name: \_\_\_\_\_ Office Manager  
 Signature: [Signature]

Title: \_\_\_\_\_  
 Date: 06/23/17

## TERMS AND CONDITIONS

Part Three of Three Parts

**ASSIGNMENT TO US OF MONIES DUE:** You agree that any monies assigned to us in conjunction with this sale shall be paid to us within 60 days of the date of this Agreement. Upon our giving you at least five (5) days prior written notice that any monies due under any such assignment(s) have not been paid to us as promised, we can require that any such unpaid amount(s) previously credited to your account be paid by you at once.

**WAIVER OF RIGHTS:** We have not, by the execution of this Agreement with you, waived any rights we have to file a claim in the estate of the decedent named in this Agreement. Any amounts collected by us from the estate of the decedent, or from any other source, shall be credited against any amount owed by you under this Agreement.

**SELLER AGREES:** We agree to furnish all services and merchandise as indicated on the Statement of Funeral Goods and Services Selected/Purchase Agreement.

**AUTHORIZATIONS:** You acknowledge that, if selected, cremation services will not be performed pursuant to this Agreement until all appropriate authorizations, in the complete discretion of the Seller, have been received.

**ANNOUNCEMENT:** You authorize us to publish an obituary or memorial announcement in a newspaper, online or in any other appropriate medium. This does not authorize us to incur or impose any additional charges unless set forth on this Agreement.

**WARRANTIES WE DISCLAIM:** BY SIGNING THIS AGREEMENT YOU UNDERSTAND THAT WE, NOT BEING THE MANUFACTURER OF ANY OF THE GOODS BEING PURCHASED, EXPRESSLY DISCLAIM, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ALL WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE GOODS REMAINS WITH THE MANUFACTURER AND NOT US. SHOULD THE GOODS PROVE DEFECTIVE FOLLOWING THEIR PURCHASE, EITHER THE MANUFACTURER OR YOU, AND NOT US, WILL ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIRS. WE ARE SELLING THE GOODS ON AN 'AS IS' OR WITH ALL FAULTS BASIS. YOU AGREE THAT YOU ARE NOT ENTERING INTO THIS AGREEMENT BASED ON ANY STATEMENT OF FACT OR PROMISE MADE BY US TO YOU WHICH RELATES TO THE GOODS BEING PURCHASED, ON ANY DESCRIPTION BY US OF THE GOODS, OR ON THE EXHIBITION OF ANY SAMPLE OR MODEL OF THE GOODS. YOU ALSO AGREE THAT THE FAILURE OF THE GOODS TO CONFORM TO ANY SUCH STATEMENT OF FACT, PROMISE, DESCRIPTION, SAMPLE OR MODEL SHALL NOT GIVE YOU ANY RIGHTS AGAINST US.

**NOTICES TO YOU (THE PURCHASER):** Notices to you shall be sufficient if mailed to your last known address.

**DELAY IN ENFORCEMENT:** We can delay enforcing any of our rights under this Agreement without losing them and no such delay forbearance or other action or inaction on our part will create any new Agreement or understanding with respect to the payment or other terms herein unless there is a writing signed by both parties with respect to any such new agreement or understanding.

**PARTIAL PAYMENTS:** We can accept partial payments, even though marked to indicate payment in full or full satisfaction of debt, without losing any of our rights under this Agreement. No acceptance by us of a check for such partial payment shall be deemed a modification of this Agreement.

**COLLECTION COSTS AND ATTORNEYS' FEES:** This Agreement may be referred to an attorney who is not our salaried employee for collection or enforcement. In such event, you agree to pay all reasonable costs of collection to the extent permitted by law, including court costs, disbursements, and other lawful charges incurred in the collection of your indebtedness; provided, however, that each party shall pay its own attorneys' fees incurred in connection with any collection effort or any other dispute of any nature relating to this Agreement and the transaction contemplated hereby.

**RESPONSIBILITY FOR PAYMENT:** This Agreement shall not constitute a release of liability imposed by law upon the decedent's estate, but all persons signing this Agreement will be responsible individually and together, for paying all amounts due under this Agreement. We can take action against you to collect amounts due under this Agreement, even if we do not take such action against any other person(s) signing this Agreement.

**LIMITATION OF ACTION:** You agree that to the extent allowed by law, any action against us for breach of this Agreement must be commenced by you or your representative(s) within one year after such cause of action has accrued.

**INVALID PROVISIONS:** If any part of this Agreement is unenforceable, the rest of the Agreement will stay in effect.

**TITLES AND CAPTIONS:** The titles and captions appearing at the beginning of the various sections of this Agreement have been inserted for convenience of reference only. They will not in any way affect the construction, interpretation or meaning of the text of said sections themselves.

**ARBITRATION:** YOU AGREE THAT ANY CLAIM YOU MAY HAVE RELATING TO THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT (INCLUDING ANY CLAIM OR CONTROVERSY REGARDING THE INTERPRETATION OF THIS ARBITRATION CLAUSE) SHALL BE SUBMITTED TO AND FINALLY RESOLVED BY MANDATORY AND BINDING ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"); PROVIDED, HOWEVER, THAT THE FOREGOING REFERENCE TO THE AAA RULES SHALL NOT BE DEEMED TO REQUIRE ANY FILING WITH THAT ORGANIZATION, NOR ANY DIRECT INVOLVEMENT OF THAT ORGANIZATION. THE ARBITRATOR SHALL BE SELECTED BY MUTUAL AGREEMENT OF THE PARTIES. IF THE PARTIES FAIL TO OR ARE UNABLE TO AGREE ON THE SELECTION OF AN APPROPRIATE ARBITRATOR, THE AAA SHALL SELECT THE ARBITRATOR PURSUANT TO ITS RULES AND PROCEDURES UPON THE APPLICATION OF ONE OR BOTH PARTIES. THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO ANY CLAIM OR DISPUTE BETWEEN OR AMONG THE SELLER, YOU AS THE PURCHASER, ANY PERSON WHO CLAIMS TO BE A THIRD PARTY BENEFICIARY OF THIS AGREEMENT, ANY OF THE SELLER'S EMPLOYEES OR AGENTS, ANY OF THE SELLER'S PARENT, SUBSIDIARY, OR AFFILIATE CORPORATIONS, AND ANY OF THE EMPLOYEES OR AGENTS OF THOSE PARENT, SUBSIDIARY OR AFFILIATE CORPORATIONS. EXCEPT AS MAY BE REQUIRED BY LAW, NEITHER PARTY NOR AN ARBITRATOR MAY DISCLOSE THE EXISTENCE, CONTENT, OR RESULTS OF ANY ARBITRATION HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF BOTH PARTIES.

**ENTIRE AGREEMENT:** This Agreement contains all terms which have been agreed upon by us and you relating to the goods and services listed on the Statement of Funeral Goods and Services Selected/Purchase Agreement. This Agreement replaces all other discussions and agreements, whether oral or written, relating to those goods and services. No subsequent discussion or agreement can change the terms of this Agreement unless it is written and is signed by both us and you.

**JURISDICTION:** This Agreement shall be governed by the local law of the state in which the funeral service is being performed and you agree that the jurisdiction of any suit involving this will lie in the courts in that jurisdiction.

**QUESTIONS REGARDING SERVICE:** In the event you wish to question any area of our service, you may contact us at your convenience at the address shown on Part One.

## SERVICES AGREEMENT TERMS AND CONDITIONS

This Services Agreement (the "Agreement") is made between Making Everlasting Memories, LLC., a Delaware, United States based limited liability company, and you, the Customer identified on the reverse side hereof.

**SERVICES, PRODUCTS AND CHARGES:** The Life Story products and services currently offered by us are listed on the reverse side (the "Life Story"). By entering into the Agreement you agree to order the Life Story products and services indicated on the reverse side with respect to the person(s) identified (the "Subject"), and to pay the charges indicated (the "Charges"). Unless otherwise indicated, all Charges are non-refundable. We reserve the right to change the future availability and pricing of the products and services offered by us, including products and services relating to updating and supplementing previously posted materials concerning the Subject.

**RIGHT TO USE; CONTENTS:** You represent that you own, or have received written permission to use all materials (the "Materials") submitted for inclusion, presentation or display in the Subject's Life Story in accordance with this Agreement, and you grant to us a perpetual, royalty-free license to display the Materials in the Subject's Life Story on our web site, on any applicable service provider's web site, and other display and distribution methods, if applicable. We reserve the right, in our sole discretion, to reject or refuse to publish, present or otherwise display any and all Materials submitted by you which we determine to be inappropriate or unsuitable.

**INDEMNIFICATION:** You agree to assume full and complete responsibility for the form, substance and content of all Materials. You agree to indemnify and hold us, and each of our affiliates, and their respective officers, employees, and representatives harmless from and against any and all claims, losses, obligations, liabilities, damages, deficiencies, judgments, costs and expenses arising out of or relating to any and all Materials submitted by you and the use thereof as contemplated by this Agreement, including, without limitation, claims regarding violations of third party copyrights, confidentiality or secrecy rights or other proprietary interests, even if it is established that we were partially negligent or otherwise at fault. The provisions of this paragraph shall survive termination of this Agreement.

**TERMINATION:** We may terminate this Agreement at any time in the event of: (i) a disagreement between you and us concerning any Materials requested to be included within the Subject's Life Story; (ii) your failure to pay any Charges when due; or (iii) at any time, in our sole discretion, upon written notice to you. You may terminate this Agreement at any time, but this will not affect any of your prior obligations.

**LIMITED WARRANTY; LIMITATION OF LIABILITY:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL RESPONSIBILITY FOR THE CONTENT OF THE SUBJECT'S LIFE STORY. WE DO NOT WARRANT AGAINST SERVICE INTERRUPTIONS OR ANY ERRORS IN THE DISPLAY OR PRESENTATION OF THE SUBMITTED MATERIALS. FURTHERMORE, WE GIVE NO WARRANTIES REGARDING YOUR INTERNET ACCESS, COMPUTER EQUIPMENT COMPATIBILITY OR SOFTWARE CONFIGURATIONS. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

**IN NO EVENT WILL WE BE LIABLE TO YOU, ANY AUTHORIZED PERSON OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, EVEN IF ONE OF OUR REPRESENTATIVES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE DAMAGES AGAINST US OR OUR LIABILITY EXCEED THE CHARGES PAID BY YOU HEREUNDER. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

**ASSIGNMENT:** We may assign this Agreement at any time without your prior consent. This Agreement shall be binding upon the successors, permitted assigns, heirs and executors of the parties hereto.

**GOVERNING LAW:** This Agreement and the performance hereunder shall be governed by and construed in accordance with the laws of the state in which this Agreement has been executed, without reference to such state's choice of law provisions.

**ARBITRATION:** You agree that any dispute, controversy or claim arising out of or relating to this Agreement shall be submitted to and finally resolved by mandatory and binding arbitration in accordance with rules of the American Arbitration Association. The arbitration shall be conducted by one arbitrator selected by mutual agreement of the parties and shall occur in the city or county in which this Agreement was executed. The prevailing party in any such arbitration shall be entitled to recover its reasonable costs and attorneys fees as part of any award entered therein, and judgment may be entered upon any arbitration award in any court having jurisdiction.

**ENTIRE AGREEMENT:** This Agreement, together with all exhibits and order forms attached hereto and incorporated herein, contains all terms which have been agreed upon by you and us regarding the service described herein. This Agreement replaces all other discussions and agreements, whether oral or written. No subsequent discussion or agreement can change the terms of this Agreement unless it is in writing and signed by both parties.

Loc 4984

Control/Contract#

3004797

INSURANCE-FUNDED GUARANTEED PRICE PRENEED CONTRACT DISCLOSURES

1. STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED

Charges are only for those items you selected or that are required. If we are required by law or by a cemetery or crematory to use any items, we will explain the reasons in writing below. If you selected a funeral that may require embalming, such as a funeral with a viewing, you may have to pay for embalming. You do not have to pay for embalming you did not approve if you selected arrangements such as direct cremation or immediate burial. If we charged for embalming, we will explain why below.

SECTION I - SERVICES AND MERCHANDISE:

MINIMUM SERVICES OF THE FUNERAL

- DIRECTOR AND STAFF: \$5,005.00
  - Personnel available 24 hours a day, 365 days a year to respond to initial call.
  - Arrangement Conference.
  - Coordinating service plans with cemetery, crematory, and/or other parties involved in the final disposition of the deceased.
  - Clerical assistance in the completion of various forms associated with a funeral.
  - Securing and recording the death certificate and disposition permit.
  - Also covers overhead, including facility maintenance, equipment and inventory costs, insurance and administration expenses, and governmental compliance.

CARE AND PREPARATION OF REMAINS:

- Embalming \$
- Refrigeration \$2,495.00
- Other Preparation \$207.00

USE OF FACILITIES AND STAFF:

- Use of Facilities and Staff Services for Visitation (per day) \$
- Use of Facilities and Staff Services for Funeral Services in Our Chapel \$
- Staff Services for Funeral Service in Other Facility \$
- Use of Facilities and Staff Services for Memorial Service (without body) at Our Chapel \$
- Staff Services for Memorial Service (without body) at Other Chapel \$
- Equipment and Staff Services for Graveside Services \$700.00
- Other Use of Facilities and Staff \$
- Additional Charge for Sunday, Holiday and/or Evening Service \$

\*TRANSPORTATION: (within a 25 mile radius of Funeral Home)

- Transferring remains to funeral home \$2,495.00
- Funeral vehicle \$345.00
- Family vehicle \$
- Flower car \$
- Service vehicle \$
- Additional Transportation \$

\*For all vehicles, additional distance will be charged at the per mile rate in effect at the time of need.

MERCHANDISE:

- Casket selected \$995.00
  - Description: SMOOTH WOOD
  - Metal Gauge 3/4" Wood (spec) WALNUT
  - Shell style: Square Round Urn Urn
  - Exterior color: WALNUT
  - Interior Material: Velvet Crepe
  - Interior color: WALNUT
- Outer Burial Container as Selected \$
- Description:

MERCHANDISE CONTINUED:

- Urn/Vase \$
- Alternative Container \$

OTHER GOODS AND SERVICES:

- Flowers \$
- Grave Marker \$
- Memorial Book \$
- Service Folder /Prayer Cards \$
- Acknowledgment Cards \$
- Cremation Fee \$
- Other \$
- (Describe) \$
- (Describe) \$
- (Describe) \$
- (Describe) \$

Total Section I \$6,475.00

SECTION II - THIRD PARTY ITEMS

(These charges are estimates only - no cost guarantee.)

At the time of delivery of the third party items specified below, funds available shall be applied by the Funeral Home to the prearranged funeral services and merchandise and third party items in the same proportion as initially funded in this Agreement.

- Cemetery \$
- Crematory \$
- Flowers \$
- Obituary Notices \$
- Escorts \$39.00
- Certified Copies \$
- Public Transportation \$
- Outside Funeral Director's Expense \$
- Vault Installation \$
- Clergy/Religious Facility \$
- Musicians or Singers \$
- Hairdressing \$
- Permits \$
- Sales Tax \$59.50
- Other \$

We charge you for our services in obtaining those items marked with an "X".

Total Section II \$93.50

TOTAL CHARGES: SECTIONS I & II

\$6,573.50 (The initial face amount of life insurance or annuity benefit applied for is equal

6573.50

# AOC 7181 Application for Insurance

American Memorial Life Insurance Company  
PO Box 2730 • Rapid City, SD 57709-2730

## 1. Proposed Insured/Owner

(Please Print in Black Ink)

First <b>Bette</b>	M.I. <b>M</b>	Last <b>Riddle</b>	Birthdate (mo/day/yr) <b>12/13/1982</b>	Age <b>29</b>	Sex <b>F</b>	Social Security Number <b>299-38-5825</b>
Street <b>108 Kensington Drive</b>		City <b>Greenville</b>	State <b>SC</b>	Zip <b>29615</b>	Telephone <b>( )</b>	Email Address (optional)
Owner/Payor (if different from insured) <b>Polly M. Hindman</b>			Social Security Number		Relationship to Insured <b>Sister</b>	
Street <b>109 Georgetown Way</b>		City <b>Rasley</b>	State <b>SC</b>	Zip <b>29640</b>	Telephone <b>(864) 421-5874</b>	Email Address (optional) <b>Pollyhindman@char.net</b>

## 2. Beneficiary

Primary <b>Polly M. Hindman</b>	Relationship to Insured <b>Sister</b>	Contingent	Relationship to Insured
------------------------------------	--	------------	-------------------------

## 3. Plan (Check plan & circle payment years.)

<input checked="" type="checkbox"/> Full Benefit Single Premium	-	Funeral Amount \$ <b>6573.70</b>
<input type="checkbox"/> Full Benefit Multi Pay Complete Section 3a.	3 5 10	Initial Face Amount \$ <b>6573.70</b>
<input type="checkbox"/> Graded Death Benefit*	5 10	Initial Payment \$ <b>6573.70</b>
<input type="checkbox"/> Special Annuity	SP 3 5	Periodic Payment Amount
<b>*Graded Death Benefit 5 &amp; 10 Pay</b>		
Year (Month)	% of Initial Face Amount	
1 (1 - 12)	30%	
2 (13 - 24)	70%	
3+ (25+)	Death Benefit Equal to Current Face Amount	\$ -

**Graded Life Insurance for the First 2 Years;  
Not in Full Benefit Until 3rd Year.**

## 4. Initial Payment Options

<input checked="" type="checkbox"/> Check (Payable to AML)	<input type="checkbox"/> Money Order (Payable to AML)
<input type="checkbox"/> Visa <input type="checkbox"/> Master Card (Please complete information below.)	
Account # _____	Exp. Date _____
Cardholder's Printed Name _____	
Cardholder's Signature _____	

## 5. Billing Information

Payment Mode: <input type="checkbox"/> Annual <input type="checkbox"/> Semi <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly
Billing Mode: <input type="checkbox"/> Direct Bill <input type="checkbox"/> PAC* PAC Date
*Complete section 5a.

## 5a. Pre Authorized Check (PAC) Information (Subsequent Payments)

Name of Bank _____
Choose One: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
Routing Number _____ Account Number _____
Signature of Account Holder _____

## 3a. Optional Health Questions (To be Completed by Proposed Insured)

For the Full Benefit 3, 5 or 10 pay, please read Questions A, B & C and respond by initialing the appropriate line below:

- A.** Within the last five (5) years, have you (the proposed insured) been diagnosed with or received treatment from a member of the medical profession for any of the following:
- |  |                        |
|--|------------------------|
| Cancer (other than skin cancer)            | Cirrhosis of the liver |
| Congestive heart failure                   | Dementia               |
| Acquired Immune Deficiency Syndrome (AIDS) | Paralysis              |
| AIDS Related Complex                       | Seizures               |
| Diabetes (over 80 units of insulin daily)  |                        |
- \_\_\_\_\_ Yes \_\_\_\_\_ No
- B.** Within the last two (2) years, have you (the proposed insured) been diagnosed with or received treatment from a member of the medical profession for any of the following:
- |                                |                    |
|--------------------------------|--------------------|
| Alzheimer's Disease            | Open heart surgery |
| Lung disorder requiring oxygen | Stroke             |
| Kidney failure                 | Heart attack       |
- \_\_\_\_\_ Yes \_\_\_\_\_ No
- C.** Are you (the proposed insured) currently hospitalized, scheduled for major surgery, or the recipient of an organ transplant?
- \_\_\_\_\_ Yes \_\_\_\_\_ No

Proposed Insured's Primary Care Physician (Optional) \_\_\_\_\_

## 6. Replacement

Do you have any existing life insurance policies or annuity contracts?  
 Yes  No

If yes, give name and address of the existing insurer and policy number, if available: \_\_\_\_\_

## 7. Agreement

The above information is true and complete to the best of my knowledge. Coverage becomes effective according to the terms and conditions as stated in this application and upon receipt of the first full premium by American Memorial Life Insurance Company.

I authorize any doctor, hospital or related facility, insurance company, person or organization having records of me or my family, to give American Memorial Life Insurance Company and its insurers any such information. I understand that this information may be used to determine eligibility for this insurance. A reproduction of this authorization shall be valid as the original. This authorization shall be valid for two (2) years after the effective date.

Signed at: City Greenville State SC Effective Date (mo/day/yr) 12/18/12  
Proposed Insured Signature \_\_\_\_\_ Owner Signature (if different) Polly Hindman

## 8. Agent's Statement

Does the proposed insured have any existing life insurance policies or annuity contracts?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If the health questions are completed, I certify that the information was provided directly by the Proposed Insured.		
Agent Signature <u>[Signature]</u>	Agent Printed Name <u>William Turner</u>	Date <u>12/18/12</u>
Agent # <u>46768</u>	Funeral Home <u>Woodward</u>	SCI Location # <u>4984</u>

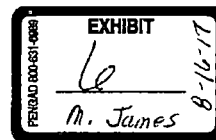
P-1130-SC-A

WHITE - COMPANY

YELLOW - AGENT

PINK - FAMILY

04/10



to the Total Charges set forth above.

(Description of policy/annuity & premium payment choice or obligations)

SERVICE DESCRIPTION:  Interment;  Cremation;  Ship Out;  Immediate Disposition

2. IDENTIFICATION AND DESCRIPTION OF MANDATORY ITEMS AND EXPLANATION OF EMBALMING CHARGE: We have identified and described below any legal, cemetery or crematory requirements which compel the purchase of any items listed above and we have explained our charge for embalming. Please note that embalming human remains is not always required by law but may be desirable if viewing or visitation precedes disposition.

3. The foregoing enumerated items of merchandise and services are hereinafter collectively called the "Funeral Services" which are covered in the Total Cash Price and additional charges will be made by Funeral Home for any additional items.

4. IF THE INSURED/ANNUITANT DIES BEFORE ALL PREMIUMS ARE PAID (you must initial appropriate box):

FULL BENEFIT LIFE INSURANCE: Provided premiums are current under the Policy, i.e., the Policy is in force, no additional payment will be required from you (or your family, next-of-kin, or other authorized representative) for the guaranteed merchandise and services.

GRADED/LIMITED DEATH BENEFIT LIFE INSURANCE POLICY: If the Insured dies during the graded/limited death benefit period, you (or your family, next-of-kin, or other authorized representative) will owe the Funeral Home an extra amount. The extra amount will be equal to the difference between the graded/limited death benefit payable under the Policy at the time of the Insured's death and the Total Charges set forth above in the Statement.

ANNUITY CONTRACT/FLEX PLAN (not applicable to a single premium): If the Annuitant/Insured dies before all premiums have been paid, you (or your family, next-of-kin, or other authorized representative) will owe the Funeral Home an extra amount. The extra amount will be equal to the Total Charges set forth above in the Statement, less the death benefit payable under the Annuity Contract/Flex Plan.

(You Must Initial Box if Applicable). Notwithstanding any other provision(s) of the Guaranteed Price Preneed Contract to the contrary, you hereby elect and agree to irrevocably waive any right you may have during your lifetime to: (a) cancel or revoke the Guaranteed Price Preneed Contract and surrender the Policy for cash or (b) obtain a loan against said Policy. It is further understood and agreed, however, that although you have irrevocably waived your right to any cash surrender or loan value under the Policy and have irrevocably committed all death benefits to the payment of funeral expenses at the time of need: (a) you, and your family, next-of-kin, or other authorized representative, retain the right to change the Funeral Home designated to service the Guaranteed Price Preneed Contract and to select another Funeral Home to receive the death benefits upon the death of the Insured/Annuitant, in return for the delivery of comparable goods and services; and/or (b) upon your death, your family, next-of-kin, or other authorized representative, may cancel or revoke the Guaranteed Price Preneed Contract at any time before the Funeral Services are provided. THIS PROVISION CREATES AN IRREVOCABLE CONTRACT. UNDER THE TERMS OF THIS PROVISION, YOU MAY NOT RECEIVE A REFUND OF ANY PAYMENTS MADE ON THE POLICY USED TO FUND THE GUARANTEED PRICE PRENEED CONTRACT.

IN WITNESS WHEREOF, the parties hereto have executed the Guaranteed Price Preneed Contract on this the 18 day of December, 2012, at:  Funeral Home  Other (Complete Notice of Cancellation).

Having examined the description of funeral services and merchandise set forth above and found it to be correct and according to the arrangements requested, you hereby acknowledge that you have the legal right to arrange the funeral services for the Insured/Annuitant and that you have reviewed and received a completed copy of the Guaranteed Price Preneed Contract (including Parts One and Two, and Disclosures, Parts One and Two). You also confirm that (i) you have been informed of your right to select only such services and merchandise as you desire, (ii) prior to discussing any of the following: (a) the prices of funeral goods or services; (b) the overall type of funeral service or disposition; or (c) specific funeral goods or funeral services offered by us, we showed and furnished you a current General Price List; and (iii) you were shown (or given such lists where required by applicable law) a Casket Price List and an Outer Burial Container Price List upon beginning discussion of, but in any event before being shown, caskets and outer burial containers. You also acknowledge and understand that you purchased a:  life insurance policy,  annuity contract or  flex plan (check appropriate box) to fund the Guaranteed Price Preneed Contract and that all amounts paid for your policy or contract may not be refundable upon cancellation of said policy or contract.

PURCHASER:

Eddie W. Hindman (Name of Selecting Party/Policy Owner) (Social Security #)  
109 Charleston Way, Easton, SC 29840 (Address/telephone Number of Selecting Party/Policy Owner)  
Eddie W. Hindman (Signature of Selecting Party/Policy Owner) 12/18/12 (Date)  
Eddie W. Hindman (Name of Insured/Annuitant) 249-34-5465 (Social Security #)  
109 Charleston Way, Easton, SC 29840 (Address/telephone Number of Insured/Annuitant)

PROVIDER/FUNERAL HOME: Woodcreek FH (Name)  
By: [Signature] 12/18/12 (Signature of Authorized Funeral Home Representative) (Date)  
SELLER: [Signature] (Signature)  
By: [Signature] 12/18/12 (Signature of Authorized Preneed Representative/Funeral Director) (FD LIC. No.) (Date)

PURCHASER'S RIGHT TO CANCEL: If you decide you do not want the goods or services, you may cancel the Guaranteed Price Preneed Contract by mailing a notice to the Provider. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you sign the Guaranteed Price Preneed Contract. The notice must be mailed to:

SEE THE REVERSE SIDE FOR ADDITIONAL DISCLOSURES.  
CUSTOMER SERVICE NUMBER 1-800-533-2220.



ASSURANT  
Solutions®

Preplan...for peace of mind.

American Memorial Life  
Insurance Company®



Prepared for: Eric R. Hill Age: 82 Date: 12/18/12

**Single Payment TODAY**



\$ 6578.70

PAC, Check or  
Money Order

OR



VISA  
Credit Card

**Multiple Payments**



Plan Selected (Applicant Initials)	Payment Options	Monthly Payment		Number of Months		Total Cost (Circle Amount Selected)
	3 Years*	\$ <u>N/A</u>	×	36	=	<u>N/A</u>
<u>N/A</u>	5 Years	\$ <u>N/A</u>	×	60	=	<u>N/A</u>
	10 Years	\$	×	120	=	

\* Three year payment plan not available on Graded Benefit plan.

**Early Payoff Option\***: (Full Benefit and Graded Benefit Multi-Pay Plans Only) Pay off your policy in the first 12 months, with a check, money order or credit card, without any extra costs. This offer expires on the first anniversary of your policy.

	Example	Plan Selected
Single Payment Amount	\$6,000	
Less Total Insurance Payments Made	-\$1,860 (10 months)	<u>N/A</u>
Total Payoff Amount	\$4,140	

\*The Early Payoff Option may be modified at any time without notice.

Offer expires one year from the effective date.

**If you are interested in the  
Early Payoff Option,  
please call 1-800-533-2220.**

I acknowledge that the Early Payoff Option (EPO) was explained by the insurance agent (sales counselor), that I was given the opportunity to ask any questions and that I understand the EPO. I also understand that if the EPO is not exercised within the first 12 months after the policy date, the total cost (premium paid) may exceed the funeral amount.

I acknowledge that with the purchase of a Full Benefit or Graded Benefit Multi-Pay Life Insurance Plan, I may pay more or less in total premiums than the funeral amount and/or the death benefit payable under the policy. I understand and agree that if all of the scheduled premiums are paid throughout the payment terms of the policy, the total cost of the plan I have selected is displayed above. Furthermore, I confirm that I was presented with multiple payment options and have voluntarily selected the plan that best suits my needs.

Insured Signature \_\_\_\_\_

Date \_\_\_\_\_

Owner Signature (if different) Patricia Hillman

Date 12/18/12

Agent Signature [Signature]

Date 12/18/12

ADM-7106

WHITE - FAMILY

YELLOW - COMPANY

PINK - AGENT

01/10

# Cash Advance / Third Party Expense Worksheet

This is not a contract. These items are estimates only - no cost guarantee.

The funeral is planned for:

Bette Riddle

## Cash Advance / Third Party Items

Cemetery		\$
Memorial Marker/Monument		\$
Vault Installation		\$
Crematory		\$
Flower Allowance		\$
Obituary Notices		\$
Escorts		\$
Public Transportation		\$
Certified Death Certificate Copies		\$ 39.00
Outside Funeral Director Expense		\$
Clergy Honoraria		\$
Religious Facilities		\$
Catering/Luncheon		\$
Musicians/Vocalists		\$
Hairdressing		\$
Permits		\$
Sales Tax		\$ 59.70
Other (Describe)		\$
Other (Describe)		\$
Other (Describe)		\$
Other (Describe)		\$
<b>Total Estimated Cash Advance / Third Party Expenses</b>		<b>\$98.70</b>

I understand that I have the option to prearrange cash advance / third party items in my preneed funeral agreement and that this worksheet is simply a tool to help me identify anticipated costs associated with those third party items. I understand that unless I specifically identify cash advance / third party items on my preneed funeral agreement, I will not have made any arrangements for those items and those items, if desired, will need to be selected and paid for at that time.

Customer Signature: Polly Hindman Date: 12/18/12  
 Agent Signature: [Signature] Date: 12/18/12

This contract form has been approved by the South Carolina Department of Consumer Affairs as prescribed by law. No other contract form may be used in writing guaranteed price preneed funeral contracts. The preneed funeral statutes are regulated by South Carolina Department of Consumer Affairs, 3600 Forest Drive, 3rd Floor, P.O. Box 5757, Columbia, S.C. 29250-5757 (803)734-4236.

**GUARANTEED PRICE PRENEED CONTRACT**

The Provider and the undersigned purchaser agree as follows:

Provider: WOODCROWN FH Preneed License No 335  
Address: 1 Pine Knoll Dr - Greenville SC 29609 Funeral Home License No. 579  
Purchaser: Polly M. Hindoman SSN: - -  
Address: 109 Georgetown Way Eastley, SC 29640

**FUNERAL SERVICES AND MERCHANDISE**

For the purchase price below Provider, its successors and assigns, agrees to furnish the services, merchandise and facilities described regardless of future price changes. The Provider will be entitled to all trust funds on deposit including income, or all insurance proceeds, even though in excess of the costs of services and merchandise at the time of death of:

(Beneficiary) Beth M. Riddle SSN 249-38-5825  
(Full Address) 108 Leywood Dr. Greenville SC 29615

if the removal of the remains, funeral and burial, (or cremation) are within Provider's service area of 20 mile radius.

The guaranteed services and merchandise will be as follows:

See Attached

**FINANCIAL AGREEMENT**

The purchase price of the services and merchandise is \$6573.70 as of the date of this contract (plus a \$20.00 filing fee, payable to the South Carolina Department of Consumer Affairs). Purchaser will pay the purchase price to Provider:

PH  By paying the total price in cash, receipt of which is acknowledged;  
 Other (Explain below)  
 By paying \$ \_\_\_\_\_ (Receipt of which is acknowledged) this date of this contract, and further installments as follows:

By writing his or her initials, Purchaser acknowledges that this contract will be funded by a trust deposit in \_\_\_\_\_ a federally insured financial institution with account number \_\_\_\_\_

PH  By writing his or her initials, Purchaser acknowledges that his or her contract will be funded by insurance policy number \_\_\_\_\_ in face amount of \$6573.70 with Amica Mutual Life Insurance Company.

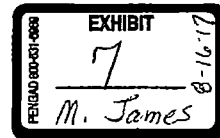
The Provider must be designated to receive death benefits.

**NATURE OF AGREEMENT**

By writing his or her initials, Purchaser chooses to make this contract **revocable**. That is, Purchaser has the right to revoke it.  
PH  By writing his or her initials, Purchaser chooses to make this contract **irrevocable**. That is, Purchaser does not have the right to revoke it.

The parties have caused this contract (which includes the provisions in the attached pages) to be executed this 18 day of December 20 12

**IF THE PURCHASER HAS CHOSEN TO MAKE THIS CONTRACT IRREVOCABLE, HE OR SHE HAS 30 DAYS TO CONSIDER THIS DECISION AND REVERSE IT THEREBY MAKING THE CONTRACT REVOCABLE.**



**PURCHASER'S DEATH BEFORE BENEFICIARY'S DEATH**

If Purchaser and Beneficiary is not the same person, Purchaser's death before Beneficiary's death will terminate any interest of Purchaser in the trust fund and will give no right to Purchaser's representatives or heirs to withdraw it.

**TAXES**

All taxes on the trust fund will be paid in accordance with the Internal Revenue Code and applicable rules and regulations.

**RIGHTS RESERVED**

If a labor dispute, strike, government action, fire, war, epidemic, other disaster, changes in products or other causes beyond its control prevent or delay Provider from providing the services, facilities or merchandise, Provider may make reasonable substitutions of comparable services, facilities or merchandise, and it will not be liable for inconvenience delay, emotional upset, pain and suffering loss or damage experienced by Purchaser or Beneficiary, their estate, families, legatees, heirs or legal representatives. If merchandise selected is not available the Provider will make available to the Purchaser or his representative merchandise of equal or greater value. The Purchaser or his representative is entitled to approve any substitutions.

**MISCELLANEOUS PROVISIONS**

This form contains the entire contract between Purchaser and Provider and supersedes and integrates all communications and other contracts relating to this subject. This contract will be construed according to Chapter 7 of Title 32, Code of Laws of South Carolina and other applicable provisions of South Carolina Law.

**EXCLUSION OF WARRANTIES**

There are no warranties of merchantability or fitness for a particular purpose extended by Provider. The only warranties, expressed or implied, which are granted in connection with the services and merchandise sold under this contract are the expressed written warranties, if any, extended by the manufacturers of the merchandise sold, and no warranties are expressed or implied by Provider.

**TRANSFER OF CONTRACT**

This contract may be transferred to another Provider at the written request of the Purchaser or Beneficiary, if the Purchaser dies before the Beneficiary. The selling provider must be paid a fee equal to 10% of the contract face amount. The selling Provider also must be paid 10% of the earnings in that portion of the final year before transfer. Within 30 days of receipt of a written request for transfer the selling Provider will transfer to the new Provider all of the funds in trust with all earnings less the fees indicated above in this paragraph. If this contract is funded by Insurance, the selling Provider is not entitled to be paid a transfer fee.

**PURCHASER**

The Purchaser is the person whose funds are placed into trust or who purchases an insurance policy to fund this contract. The Purchaser's tax identification number (Social Security Number) must appear on the contract.

**DISCLOSURE**

By completing this form you acknowledge that you were given a current General price list and shown current Casket and Outer Burial Container lists prior to discussing those prices, services or merchandise.

<i>Polly Hindman</i>	12/18/12
<small>Purchaser Signature</small>	<small>Date</small>
<i>William Turner</i>	3219
<small>Seller Signature</small>	<small>F.D. License No.</small>
William Turner	46768
<small>Print Name</small>	<small>Insurance License /Agent No.</small>
1 Pine Knoll Dr Greenville SC 29609	
<small>Address of Seller</small>	

logged in: Rapid Online | reynoltm | Death Benefit Quote / Claim Reporting

Claim Form | Medical Release Form | Canadian Medical Release Form (English) | Canadian Medical Release Form (French) | View User Manual



Logout

## Death Benefit Quote

<b>Name:</b> BETTE M RIDDLE	<b>Beneficiary:</b> POLLY M HINDMAN
<b>Date of Issue:</b> Dec 20, 2012	<b>Date of Birth:</b> Dec 31, 1929
<b>Policy Number:</b> 3-845216	<b>Date of Death:</b> Jun 23, 2017
<b>Contract Number:</b> 0498403004797	<b>Funeral Contract Amount:</b> \$6,574.00
<b>Cause of Death:</b> Natural	<b>SCI Loc # of Record:</b> 4984
<b>State/Province of Legal Residence:</b> SC	<b>Location of Record:</b> WOODLAWN MEMORIAL FUNERAL HOME
<b>Did death occur within state of legal residence:</b> Yes	<b>Servicing Loc#:</b> 4984

Policy	Amount	Comments
3-845216	\$7,013.00	Death Benefit Available.

This quote provides the death benefit value as of the end of the prior business day and is an estimate which may be impacted by events such as pending premium, NSF premium or state regulatory interest.

[Back](#) [Report Claim](#)


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 Rapid Online may be used to obtain benefit quotes and report claims for business underwritten or administered by American Memorial Life Insurance Company, Assurant Life of Canada or BMO Life Assurance Company.

8-16-18  
EXHIBIT  
M. James  
PENALTY 800-631-4300

531

00-48/831  
0000907108348  
Date 12-20-18

**POLLY HINDMAN**  
**R. L. HINDMAN**  
109 GEORGETOWN WAY  
EASLEY, SC 29840

Pay to the order of AML \$ 6,573.<sup>70</sup> Dollars 

Six thousand five hundred seventy three & 70/100

Memo Funeral expenses  
Polly Hindman MP

SUNTRUST ACH RT 081000104  
⑆053⑆0045⑆000030⑆108348⑆053⑆



P.O. Box 2730 - Rapid City, SD 57709-2730

December 27, 2012

BETTE M RIDDLE  
POLLY M HINDMAN  
109 GEORGETOWN WAY  
EASLEY SC 29640

RE: Policy Nbr: 3-845216  
Insured: BETTE M RIDDLE  
Prearrangement with: WOODLAWN MEMORIAL FUNERAL HOME

We recently received your application for the insurance policy that funds your prearrangement contract. In order to process your application, we have changed or clarified the following information in the enclosed Amendment. The owner(s) must sign the amendment to acknowledge the clarification and return it in the postage paid envelope.

This policy has been issued with an effective date of December 20, 2012

We realize that your prearrangement is important to you and your family. We have sent a copy of this letter to WOODLAWN MEMORIAL FUNERAL HOME. Please keep this letter in a safe place for future reference.

Knowing that money will be available to protect your family at time of need is important. Through the years, this plan has brought peace of mind to thousands of our policyholders. Please keep us informed of your current address so we can keep our records updated.

You are a valued customer, and we appreciate the opportunity to serve you. If you have any questions, please feel free to contact our office at (800) 533-2220.

TAMMY COX  
Customer Service

Enclosure

cc: WOODLAWN MEMORIAL FUNERAL HOME



P.O. Box 2730 - Rapid City, SD 57709-2730

## Benefit Summary for

BETTE M RIDDLE  
Policy Number: 3-845216  
Date of Birth: 12-31-1929  
Issue Date: 12-20-2012

**Policy Owner Information**  
POLLY M HINDMAN  
109 GEORGETOWN WAY  
EASLEY SC 29640

**Designated Funeral Home Information**  
WOODLAWN MEMORIAL FUNERAL HOME  
1 PINE KNOLL DR  
GREENVILLE, SC 29609  
(864) 244-0978

**Benefit Information**  
Contract Amount: \$6,706.00  
Single Premium Whole Life  
Irrevocable

**Policy Beneficiary Information**  
Primary: POLLY M HINDMAN  
Contingent: NONE

**Agent Information**  
Agent Name: WILLIAM M TURNER

A life insurance or annuity policy was issued on December 20, 2012 for the purpose of funding a prearranged funeral for BETTE M RIDDLE. Policy number 3-845216 is underwritten by American Memorial Life Insurance Company.

**Policy Proceeds** The benefit has been assigned to WOODLAWN MEMORIAL FUNERAL HOME to fund services provided by the Prearranged Funeral Service Agreement. The terms and conditions are contained in the copy you received at the time the prearrangement was completed. At the time of need we will pay the benefit to WOODLAWN MEMORIAL FUNERAL HOME.

**Cancellation** The Policy Owner may cancel this policy **within 30 days of receiving this summary or the policy documents** and receive a full refund of premiums paid by returning this Benefit Summary to a WOODLAWN MEMORIAL FUNERAL HOME representative or directly to American Memorial Life Insurance Company.

If the policy is terminated for any reason, including default for non-payment, the Prearranged Funeral Agreement is also terminated.

**Please review all of this information carefully. Contact our offices at (800) 533-2220 with any questions or corrections.**

cc: WOODLAWN MEMORIAL FUNERAL HOME



P.O. Box 2730 - Rapid City, SD 57709-2730

### Amendment

This amendment is attached to and made part of policy number 3-845216 issued on the life of BETTE M RIDDLE subject to all the provisions of the policy not inconsistent herewith.

For the consideration expressed in the policy and in consideration of the issuance or renewal of the policy, it is agreed that:

This policy has been issued with an effective date of December 20, 2012

PRESIDENT

A copy of this amendment is attached to the policy referred to above and I agree to the provisions and conditions thereof.

DATE \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
POLLY M HINDMAN

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

APPEAL FROM GREENVILLE COUNTY  
COURT OF GENERAL SESSIONS

2015-GS-23-1563

Edward W. Miller, Circuit Court Judge

Appellate Case No: 2017-000635

State of South Carolina.....Respondent

vs

Polly McAbee Hindman.....Appellant

CERTIFICATE OF SERVICE

RECEIVED

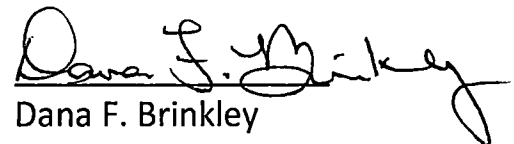
SEP 21 2017

SC Court of Appeals

I, Dana F. Brinkley, hereby certify that on September 19, 2017 I served J.

Benjamin Aplin, Esquire, attorney for Respondent State of South Carolina by placing a copy of Appellant's Motion to Grant Leave to Move for a New Trial in an envelope and depositing the same in the United States Postal Service addressed as follows:

J. Benjamin Aplin, Esquire  
Assistant Attorney General  
P.O. Box 11549  
Columbia, SC 29211

  
Dana F. Brinkley  
Legal Assistant

# Cliff Gaddy Law Firm

Cliff Gaddy  
Attorney at Law

office: (864) 250-5155  
fax: (864) 233-3750

121 Inglewood Way  
Greenville, SC 29615

email: cfg126@yahoo.com

September 19, 2017

The Honorable Jenny Abbott Kitchings  
South Carolina Court of Appeals  
Post Office Box 11629  
Columbia, South Carolina 29211

**RECEIVED**

SEP 21 2017

SC Court of Appeals

Re: *State vs. Polly McAbee Hindman*  
Appellate Case No.: 2017-00635  
Motion to Grant Leave to Appellant, etc.

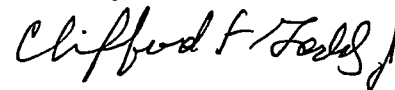
Dear Ms. Kitchings:

As attorney for Appellant Polly M. Hindman we enclose the following:

- 1) Motion to Grant Leave to Appellant to Move for a New Trial  
(Original and 7 copies);
- 2) Affidavit of Service;
- 3) Check for \$25.00 payable to the Court of Appeals;
- 4) Self-addressed, stamped envelope (return 1<sup>st</sup> page only).

Please file the Motion and return a copy to us in the self-addressed stamped envelope.

Sincerely,

A handwritten signature in cursive script that reads "Clifford F. Gaddy, Jr.".

Clifford F. Gaddy, Jr.

Enclosures

cc: J. Benjamin Aplin, Esquire

**P**

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**Cliff Gaddy**  
**Law Firm**

40 years of experience on your side.

408 N. Church Street, Suite B  
Greenville, SC 29601-2149

*The Honorable Jenny Abbott Kitchens*  
*South Carolina Court of Appeals*  
*P.O. Box 11629*  
*Columbia, SC 29211*

**RECEIVED**

SEP 21 2017

SC Court of Appeals

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