

MILITARY VETERAN

YES \_\_\_ NO \_\_\_

APPLICATION FOR PAYMENT OF PAUPER'S FUNERAL

Keith Howard Walters 2003 N. Edwards Ave. Mt. Pleasant, tx 75455

Name of Deceased	Address		
8-12-1939	[REDACTED]-4960		
Date of Birth	Social Security #	Driver's License #	(State)

I, the undersigned, hereby state that I was related to the deceased Betty Traylor as (Relationship) Adm. nursing home. I further state that neither the deceased nor any person responsible for the deceased had any assets such as money, bank accounts, investments, insurance, property or any such assets other than those listed below, which are applied to the cost of the funeral.

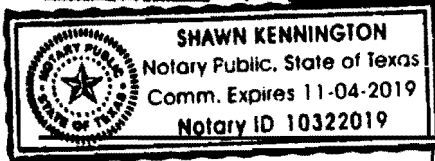
LIST OF ASSETS OWNED BY DECEASED, OR PERSON RESPONSIBLE FOR DECEASED:

MONEY \$ approx \$500.00 ~~OTHER~~ ACCOUNT \$ nursing home BANK \$ \_\_\_\_\_  
 PROPERTY (Home) \$ \_\_\_\_\_ AUTO \$ \_\_\_\_\_ OTHER \$ none  
 INSURANCE \$ \_\_\_\_\_ SOCIAL SECURITY FOR BURIAL \$ \_\_\_\_\_  
 OTHER ASSETS \$ \_\_\_\_\_ TOTAL ASSETS \$ \_\_\_\_\_

I hereby make application to the Commissioners' Court of Titus County that payment be made for the funeral, less any assets as listed above:

Betty Traylor 12/2/15  
 APPLICANT FOR DECEASED DATE

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public In and for Titus County, Texas on this the 2 day of December, 2015.



[Signature]  
NOTARY PUBLIC

(TO BE COMPLETED BY FUNERAL HOME)

I understand that in order to qualify for a Pauper's Funeral, the total cost of services for the deceased will not exceed \$950.00. I further understand that if payment is made in any amount, whether by family, friends, church, other organizations, etc., such payment will disqualify this Application for consideration of payment by the Titus County Commissioners' Court.

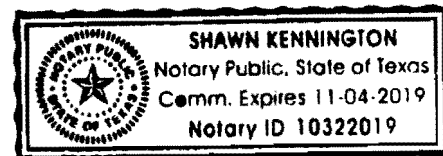
Therefore, I, (Owner/Representative) Kevin Morrissey of (Funeral Home) Erman Smith Funeral Home hereby submit an itemized statement for services of deceased Keith Howard Walters and certify that such statement for \$950.00 represents the entire cost for services rendered.

12-2-15 [Signature]  
 DATE OWNER/REPRESENTATIVE OF FUNERAL HOME

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public In and for Titus County, Texas on this the 2 day of December, 2015.

[Signature]  
NOTARY PUBLIC

APPROVED BY COMMISSIONERS' COURT [Signature]  
12-14-15



RECEIVED  
DEC 03 2015  
TITUS COUNTY JUDGE

Erman Smith Funeral Home  
315 Rusk Street  
Pittsburg, Texas 75686

December 3, 2015

Titus County Judge and Commissioners,

Keith Walters, resident at Pleasant Spring Nursing Facility for the past nine years, passed away on November 27, 2015 at 6:14 P.M. at East Texas Medical Center in Tyler, Texas. We received the call for the removal from the place of death at 7:39 P.M., November 27, 2015 and contracted with Lighthouse Mortuary in Tyler to make the removal.

Betty Traylor, Administrator at the nursing home, was contacted from information given to us by the hospital. She advised us that she was unable to contact any family members prior to his passing or after he passed.

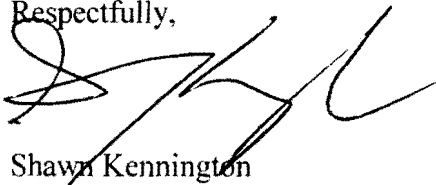
We had not heard anything from the nursing facility or family members by Sunday morning, so on Sunday, November 29, 2015 we researched and located funeral home records from previous funerals we had handled for the Walters family dated 2004. Those records indicated at that time he had 3 siblings consisting of 2 sisters, Marlys George and Barbara Pritchard, both of Joplin, Mo. and 1 brother Rodger Walters of Mesa, Az. We were able to contact Mrs. George and advise her of her brother's passing. She indicated she had not talked to her brother in three plus years and would try to get in touch with her other siblings to see if they could help with final disposition of their brother. On Monday, November 30, 2015 we received a call from Mrs. George that none of the family had the finances to help with disposition and would not be coming to Texas. She said social security would have to take care of it. I let her know social security does not pay for disposition, and that her options were for the family to handle it or file with the county as an indigent case. We ended the conversation so she could call her brother again. Later that same day Mr. Rodger Walters called and inquired about the options his sister presented to him so I explained to him the options. He advised me that he agreed with his sister and that none of them had any funds and would not be traveling to Texas, so let the county do what they wanted to do and that they would not be of any help. I have not spoken with Mrs. Pritchard, but I am guessing the other siblings have spoken to her about her brothers passing.

We are now at the point that we have incurred cost from Lighthouse Mortuary in Tyler, Texas from the date of his passing until he was moved to East Texas Crematory on December 1, 2015 for refrigeration until we can handle final disposition. Our standard charges at this point would include our cremation charge which is \$2375.00 plus the 1 certified copy of the death certificate that the state requires for us to obtain in the amount

of \$21.00. We understand that Titus County will only pay a max of \$950.00 for an indigent disposition. We are filing for that amount of money to help cover some of the out of pocket cost of Lighthouse Mortuary and for the cremation at East Texas Crematory. The nursing facility has stated Mr. Walters has approximately \$500.00 in his account at the nursing facility that they can only release to the funeral home. I do not know if it is allowable for the county to pay indigent charges of \$950.00 and then the funeral home to receive the \$500.00 to help cover the total charges or if that money would need to be deducted from the county portion that will be paid or turned over to the county if the county pays the full \$950.00. Please advise the correct way of handling the additional \$500.00. We are also needing an authorization from the County Judge authorizing cremation as we will not be able to get next of kin signatures authorizing cremation. If you need to contact the siblings the numbers we have are Marlys George, 1-417-673-5223 and Roger Walters, 1-602-762-9111.

We look forward to hearing from you concerning this matter so we can handle the final disposition of Mr. Keith Walters.

Respectfully,

A handwritten signature in black ink, appearing to read 'SK', written over the printed name 'Shawn Kennington'.

Shawn Kennington  
Erman Smith Funeral Home



**Erman Smith  
FUNERAL HOME**

315 Rusk Street  
Pittsburg, Texas 75686  
Phone - (903) 856-2711  
Fax - (903) 856-7628  
E Mail - Elsmith4179@sbcglobal.net

Contract #: H-000139  
Deceased: Keith Howard Walters  
Service Date: Thursday, December 3, 2015  
Death Date: Friday, November 27, 2015  
Responsible Party: Titus County  
Address: 100 W First St. Suite 200  
Mt. Pleasant, Tx 75455  
Phone Number: 903-577-6791

**Statement of Funeral Goods and Services Selected  
FUNERAL PURCHASE AGREEMENT**

Charges are only for those items that 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 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 a direct cremation or immediate burial, if we charged for embalming, we will explain why below. In the event you wish to question any area of our service, you may contact us at your convenience. If any of your questions or complaints cannot be resolved, you may contact the Texas Funeral Service Commission, P. O. Box 12217, Capitol Station, Austin, TX 78711-1440, (512) 936-2474.

<b>A. PROFESSIONAL SERVICES</b>	
<input type="checkbox"/> Basic Services of Funeral Director & Staff	\$ -
<input type="checkbox"/> Embalming	\$ -
<input type="checkbox"/> Other Preparation of the Body	\$ -
<input type="checkbox"/> Other Preparation of Autopsied Remains	\$ -
<b>B. FACILITIES</b>	
<input type="checkbox"/> Use of Facilities & Staff for Viewing	\$ -
<input type="checkbox"/> Use of Facilities & Staff for Funeral Service	\$ -
<input type="checkbox"/> Use of Facilities & Staff for Memorial Service	\$ -
<input type="checkbox"/> Use of Facilities & Staff for Graveside Service	\$ -
<input type="checkbox"/> Funeral at Other Location & Staff	\$ -
<small>(Includes additional equipment &amp; staff for church or "off-premise" services)</small>	
<input type="checkbox"/> Other	\$ -

<b>C. AUTOMOTIVE EQUIPMENT</b> (Within 25 Miles)	
<input type="checkbox"/> Transfer of Remains to Funeral Home	\$ -
<input type="checkbox"/> Hearse	\$ -
<input type="checkbox"/> Utility Vehicle	\$ -
<input type="checkbox"/> Lead Car	\$ -
<input type="checkbox"/> Limousine	\$ -
<input type="checkbox"/> Flower Vehicle	\$ -
<input type="checkbox"/> Mileage	\$ -
<input type="checkbox"/> Other	\$ -
<b>Service Sub-Total</b>	<b>\$ -</b>

<b>D. MERCHANDISE</b>	
<input type="checkbox"/> Casket (Description Below)	\$ -
<input type="checkbox"/> Outer Burial Container (Description Below)	\$ -
<input type="checkbox"/> Stationery Package	\$ -
<input type="checkbox"/> Registry Book	\$ -
<input type="checkbox"/> Casket Cap Panel	\$ -
<input type="checkbox"/> Memorial Portrait (16"x 20") Framed	\$ -
<input type="checkbox"/> Other	\$ -
<input type="checkbox"/> Other	\$ -
<b>Total Service and Merchandise</b>	<b>\$ -</b>

<b>E. CASH ADVANCED ITEMS</b>	
<input type="checkbox"/> Certified Copies of the Death Certificate	\$ -
<input type="checkbox"/> Police Escort(s)	\$ -
<input type="checkbox"/>	\$ -
<input type="checkbox"/>	\$ -
<input type="checkbox"/>	\$ -
<input type="checkbox"/>	\$ -
<input type="checkbox"/>	\$ -
<input type="checkbox"/>	\$ -
<input type="checkbox"/>	\$ -
<b>Total Cash Advance Items</b>	<b>\$ -</b>

<b>F. SPECIAL CHARGES</b>	
<input type="checkbox"/> Forwarding	\$ -
<input type="checkbox"/> Receiving of Remains	\$ -
<input type="checkbox"/> Direct Cremation	\$ -
<input type="checkbox"/> Receiving of Remains	\$ -
<input checked="" type="checkbox"/> Other - Indigent Cremation	\$ 950

**TOTAL FOR COMPLETE SERVICE \$ 950.00**

<b>Prepaid Funeral Plan Adjustment</b>	
<input type="checkbox"/> Indicates Items Included on Prepaid Funeral Plan	
1 Total <u>Current</u> Prices of Pre-Need Items	\$ -
2 Total <u>Contract</u> Prices of Pre-Need Items	\$ -
3 Less Pre-Need Discount (#1 - #2 =)	- \$ -
Other Discounts	\$ -
Other Discounts	\$ -
<b>TOTAL FUNERAL COST DUE</b>	<b>\$ 950.00</b>
Paid On Account	- \$ -
Check # _____ Credit Card _____	
Pre-Need Assignment _____ Forethought or Other PN Here _____	- \$ -
<b>BALANCE DUE</b>	<b>\$ 950.00</b>
Payable as Indicated Below	

<b>REASON FOR EMBALMING</b>	
<input type="checkbox"/> Permission by Family	<input type="checkbox"/> Permission Denied
<input type="checkbox"/> Other	
<b>EXPLANATION OF REQUIRED ITEMS</b>	
<input type="checkbox"/> Vault or Liner by Family Selection	
<input type="checkbox"/> Liner Required by Cemetery	
<input type="checkbox"/> Alternate Container Required by Crematory or Airline	
<input type="checkbox"/> Other	

Method C requires 1/3 total funeral expenses plus cash advanced items at the time of arrangement. Account balance payable as described.	
<input type="checkbox"/> A. Cash, Check, Credit Card	
<input type="checkbox"/> B. Prepaid Funeral Plan (Non-covered items due at arrangement time)	
<input type="checkbox"/> C. Irrevocable assignment of verified life insurance	\$ -
<input type="checkbox"/> D. Other	

**PAYMENT TERMS:** I understand that no extension of credit subject to federal and state credit disclosure installment sales, or other consumer credit statutes is contemplated by this Contract. I have no right to defer payment of any amount due under this Contract. I agree that I am personally liable for payment of the applicable balance due shown above by the date indicated below. Such payment will be made by me to you at the address set forth in the Contract. In addition, a late charge of 1.5% per month (15.6% per annum) will be charged and due on the unpaid balance from the date of this Contract through the date paid. You can avoid payment of this late charge if you pay the entire balance in full within (30) days after the date shown here. This is a CASH TRANSACTION due in full on or before January 3, 2015.

**NOTICE:** To Buyer/Co-Buyer: See other side of this contract for Additional Terms, including disclaimers of warranties and limitations of remedies, that are part of this contract and are incorporated herein by reference. Do not sign the contract before you read it or if it contains any blank spaces. You acknowledge receipt of an exact copy of this contract. Keep this contract to protect your legal rights.

Executed this 2 day of January, 2015  
  
Signature of Licensed Funeral Director  
FD License # 115980

Purchaser \_\_\_\_\_  
Co-Purchaser \_\_\_\_\_  
SS#-P \_\_\_\_\_ SS#-CP \_\_\_\_\_

contract000012/embal...ced/2013/6/vec1

**ADDITIONAL TERMS AND CONDITIONS**

The following terms and conditions apply to the transaction described on the front of this contract. Carefully review these terms and conditions before signing. Your signature constitutes your acknowledgement that you have read and understand these terms and conditions. As used herein "you" means, whether one or more, the persons whose names and signatures appear as "Purchaser" and (if applicable) "Co-Purchaser" on the front of this contract. If more than one, your obligations are joint and several, and this contract binds each of you, regardless of whether any or all of you are receiving the service or merchandise, and regardless of ability to pay. As used herein, "we" and "us" mean the funeral home indicated on the front of this contract.

**1. FUNERAL ARRANGEMENT.** By signing this contract, you agree to purchase from us the services and merchandise described on the front of this contract, and when accepted by us, we agree to provide such services and merchandise, subject to the terms and conditions herein contained, for the individual named decedent (the "deceased"). You certify to us that you have the right to make the arrangements herein set forth, and agree to hold us harmless from any liability on account of any services we perform or merchandise we sell as a result of this contract.