

**Application and Agreement
For Cemetery Deed
GARDENS OF MEMORY
MUNCIE, INDIANA**

THIS CONTRACT, made this 4th day of Jan 1956, by and between MUNCIE GARDENS OF MEMORY, INC., hereinafter called the "Company"

and Walter C. Robbins

whose address is R R #1 Muncie
hereinafter called the "Purchaser."

WITNESSETH

The Purchaser agrees to buy and the Company agrees to sell, subject to the terms and conditions hereinafter set forth

4 adult interment spaces in MUNCIE GARDENS OF MEMORY, located in Delaware County, Indiana at Muncie. Said interment spaces are to be used exclusively for interment of members of the Caucasian Race and for which

the Purchaser agrees to pay the sum of \$ 300⁰⁰

\$ 10⁰⁰ on the date hereof, receipt of which is hereby acknowledged, and

\$ 10⁰⁰ on the 28th day of Feb 1956, and

\$ 10⁰⁰ on the 28th day of each succeeding month hereafter until the entire purchase price has been paid.

THE COMPANY AGREES

1. **ISSUANCE OF CEMETERY DEED:** Upon receipt of the full purchase price, the Company will cause to be conveyed, a Cemetery Deed to the Purchaser, free and clear of any and all encumbrances, tax obligations, or future assessments, and subject to the Rules and Regulations of MUNCIE GARDENS OF MEMORY.

2. **IMMEDIATE USE:** That Purchaser shall have the right to use said spaces for interment at any time hereafter, provided the proportionate part of the purchase price applicable to that portion to be used shall first have been paid.

3. **OPERATION:** To provide at its own operational expense, maintenance of the roads, walks, fences, buildings, plantings, art and architectural features, Religious Memorials and the development of unsold portions of the Park.

4. **CARE FUND:** The amount to be paid for such interment space shall include the amount to be deposited for Care Fund. The Company agrees to pay into an irrevocable care fund a sum equal to at least 15% of the above purchase price, to keep this fund invested as provided by law, and to use the income of this fund in the general maintenance (mowing the grass, raking leaves, keeping graves to grade, and keeping roads and improvements in good repair) of MUNCIE GARDENS OF MEMORY insofar as the income from this fund shall permit.

5. **CONSTRUCTION OF GARDEN:** Within one (1) year from the date hereof, if not previously done, to design and have constructed a Memorial Garden or Gardens, containing special landscaping, art and architectural features, from which purchaser may select a lot, as provided above. However, purchaser may make a selection of a lot in a garden under development at any time during the following one (1) year.

6. **DEFAULT:** In case of default for more than ninety (90) days in any of the payments herein provided, the Company shall at its option declare this agreement null and void, and all payments made hereunder prior to default shall be retained as liquidated damages. In such event the Company may re-enter and re-possess itself of the property, except as to any space wherein interment has theretofore been made; However, in the event of unemployment, sickness or disability of the Purchaser, the Company will suspend payments for a period not to exceed one (1) year, provided written notice of the continuance of such unemployment, sickness or disability is given monthly to the Company.

THE PURCHASER AGREES

1. **COMPLIANCE WITH RULES:** To comply with all the rules and regulations adopted by the Corporation for the operation, care and control of MUNCIE GARDENS OF MEMORY and in order to assist in maintaining the constant beauty of MUNCIE GARDENS OF MEMORY the Purchaser agrees that no interments shall be made on the above space without the use of a concrete, steel reinforced vault. Said vault to be furnished by the Company at a price the same as or less than the retail price currently quoted on the open market in this and other communities at the time of purchase, for a vault of similar construction and equal quality.

2. The Purchaser also agrees that the marking of each grave shall be made only in bronze and that said bronze memorials shall be purchased from the Company at prices that are the same as or less than the retail prices currently quoted on the open market in this and other communities, at the time of purchase, for a bronze memorial of similar construction and equal quality.

(The above rules provide a mutual benefit to the Purchaser and the Company, a non-profit corporation, by permitting the advantages derived therefrom to be used to assist in the administration, care and maintenance and the further beautification of MUNCIE GARDENS OF MEMORY.

3. That he will, within one (1) year from the date hereof select a lot in said MUNCIE GARDENS OF MEMORY, containing 4 adult interment spaces, in any garden wherein not more than two-thirds ($\frac{2}{3}$) of the spaces have been previously allotted.

viously allotted.

IT IS MUTUALLY AGREED

1. It is mutually agreed that interments may be made of persons of any religious faith, whether Protestant, Catholic, or any other religious faith.
2. That the Purchaser shall have the right at any time, unless in default hereunder, to transfer his interest in said plot. However, such transfer must first be recorded upon the records of the Company before it shall become binding on the Company.
3. Reference is made to the Protective provisions as shown on the reverse side of this contract and become a part of this contract.
4. This agreement contains the complete understanding between the parties and no agent or representative of either party has authority to modify, add to, or change any of the terms or conditions herein set forth. Purchaser certifies that no oral or written statements, promises, representations or guarantees, other than those contained herein, have been made particularly with reference to care and maintenance of the spaces described below in MUNCIE GARDENS OF MEMORY. Time is the essence of the agreement.
5. This agreement shall become effective when duly signed by an authorized official of the Company, and it shall thereafter apply to and bind the heirs, executors, administrators, successors and assigns of both Purchaser and the Company.

Robert F. Cool
Representative

Garden Hymns Lot No. 750 Space Nos. 1-2-3-4

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

RELIGION _____

PURCHASER Walter C Robbins

NO. IN FAMILY 5

ADDRESS R.R. 1

EMPLOYED AT Chev.

CITY Muncie, Indiana

MAKE DEED TO: (Print)

MUNCIE GARDENS OF MEMORY, INC.

Walter C Robbins

By F. L. Randall
President

Norma L. Robbins

Date 1-5-52

PROTECTIVE PROVISIONS

In consideration of the execution of this contract, the company agrees that **IF THERE IS NO DEFAULT** at any time in the payments of the purchase price of the lot mentioned therein as they severally become due and payable that the following protective provision will be in full force and effect;

(1) If the original payment on this contract shall equal that of one interment space, the purchaser shall have the right to use any one of said spaces at any time. If said interment is the purchaser a deed will be conveyed to his or her heirs for the spaces contracted for without further payment. (A maximum of 4 spaces only shall be included with this protection). The company will also furnish a complete grave service and a concrete steel reinforced vault for that one interment without cost.

(2) If the original payment on this contract shall equal 10% of the purchase price, the company agrees the purchaser shall have the right to use any one of said interment spaces at any time. If said interment is the purchaser, a deed will be conveyed to his or her heirs for the spaces contracted for without further payment. (A maximum of 4 spaces only shall be included with this protection).

(3) In the event of sickness, disability, or unemployment of the purchaser all purchase payments shall be suspended for a period not to exceed one (1) year, provided written notice of such sickness, disability, or unemployment is given monthly to the Company.

Walter C. Robbins

Name

Jan 4 1956

RR #1 Muncie

Address

I, the undersigned, do hereby select Estate No. 750

Garden Hymns, Space Nos. 1-2-3-4, in Gardens of Memory
in accordance with my contract for same.

Approved by

Robert F. Cook
Representative

Signed

Walter C. Robbins
Purchaser

Beautiful

Gardens of Memory

NORTH ON STATE ROAD 3
TELEPHONE 2-9560
MUNCIE, INDIANA

Memorial Gardens
Bronze Memorials
Vaults

Out of Traffic,
Away from the City,
Yet - Easily Reached.

1-7-56

Mr. & Mrs. Walter C. Robbins
R. R. #1
Muncie, Indiana

Dear Mr. and Mrs. Robbins:

I want to thank you sincerely for the courtesies you extended to our Counselor, and for your application for an estate in Gardens of Memory.

Gardens of Memory is becoming one of the most beautiful cemeteries in the middle west. Its location and its immediate beautiful surroundings are some of the things that make this possible.

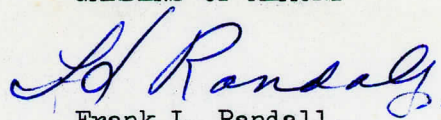
Muncie Gardens of Memory is a non-profit corporation and is being developed entirely for the benefit of estate owners. It is one of the finest programs in which you can participate and you should be proud to be among the many families to come under this program.

I am enclosing a copy of your contract and your payment book, and you will note that you may make your payments at our office at the cemetery or any of the branches of the Merchants National Bank.

If at any time you have any questions, do not hesitate to call our office.

Cordially yours,

GARDENS OF MEMORY


Frank L. Randall,
President

FLR:GP

*encl. 2

Name Mr. & Mrs. Walter C. Robbins

Address R. R. #1, Muncie

KEEP THE
"PROTECTIVE FEATURES"
OF YOUR CONTRACT IN
FORCE BY MAKING YOUR
PAYMENTS PROMPTLY



Your payments represent an investment in protection which will pay you dividends in happiness while you live and make available to you for use when that "Rainy Day" does come along, a family resting place fully paid for.

Gardens of Memory

Under Endowment Care

North on State Road 3

Muncie, Indiana

Garden Hymns

Estate No. 750 Space Nos. 1-2-3-4

Payments \$ 10. per mo.

Total Cost \$ 300.00

Date of Contract 1-4-56

Counselor Cook

Date	Received by	Amount	Date	Received by	Amount
1-4-56	G. P.	10 --	1-23-57	RS	10 -
2-2-56	GP	10 -	3-4-57	RS	10 -
2-24-56	GP	10 -	3-25-57	GP	10 -
3-19-56	GP	10 -	4-22-57	GP	10 -
4-20-56	GP	10 -	5-24-57	GP	10 -
5-29-56	GP	10 -	6-25-57	GP	10 -
6-29-56	GP	10 -	7-31-57	GP	10 -
7-26-56	RS	10 -	8-30-57	RS	10 -
8-28-56	RS	20 -	10-7-57	GP	20 -
10/3/56	RS	20 -	11-29-57	RS	10 -
11-27-56	RS	10 -	1-3-58	RS	20 -
12-31-56	GP	10 -	3-14-58	R. F. Enbelle	20 -
			4-18-58	GP Enbelle	20 -

Your payments are due on the 28th of each month
beginning 2-28-56 and may be made at the office
of the Park or at either of the following banks. Please present your passbook.

THE MERCHANTS NATIONAL BANK

Main Office
122 South Mulberry Street

Charles Street Branch
115 East Charles Street

Madison Street Branch
2101 South Madison Street

Eaton Branch
Eaton, Indiana

Out of Traffic,
Away from the City,
Yet Easily Reached.

Beautiful
Gardens of Memory

NORTH ON STATE ROAD 3
TELEPHONE AT 2-9560
MUNCIE, INDIANA

5-9-58

Memorial Gardens
Bronze Memorials
Vaults

Mr. & Mrs. Walter C. Robbins
R.R. #1
Muncie, Ind.

Dear Mr. and Mrs. Robbins:

We are enclosing herewith the deed to your estate in Gardens of Memory. It should give you peace of mind and a great deal of satisfaction in knowing that something so important as this has been taken care of in your family.

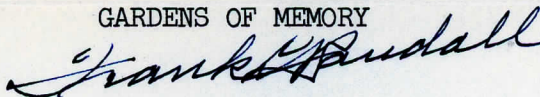
You will also find enclosed a book of rules and regulations governing your beautiful new cemetery. These rules and regulations not only provide for the beauty of your cemetery today, but also provide for regulating its maintenance many years in the future. These regulations have been prepared as a result of many years experience in cemetery maintenance and they do project the care of your cemetery many years into the future.

May I suggest that you read these regulations; they will answer many questions that originate from something new.

If at any time you have any questions about Gardens of Memory, or your estate here, do not hesitate to call us, or better still, stop in and get acquainted, and at the same time see the new office and the beautiful features that have been completed in your cemetery.

Cordially yours,

GARDENS OF MEMORY



Frank L. Randall
President

FLR:RS

Encl. 2

WARRANTY DEED
TO LOT IN

*Muncie Gardens of
Memory
Muncie, Indiana*

TO

WALTER C. ROBBINS

AND

NORMA L. ROBBINS

Deed to Grave Nos. 1-2-3-4

Lot No. 750 Sec. B

All interments in the Lot hereby conveyed should be noted on the back of deed, in the plat of the Lot for future reference. Each interment must have a signed order authorizing proper location before work will be started. At least 12 standard working hours of daylight must be allowed for opening grave after interment order has been signed.

THIS IS A DIAGRAM
OF
YOUR ESTATE

NORTH

4
Name.....
Date of Interment.....
3
Name.....
Date of Interment.....
2
Name.....
Date of Interment.....
1
Name.....
Date of Interment.....

SOUTH

Warranty Deed

MUNCIE GARDENS OF MEMORY MUNCIE, INDIANA

WITNESSETH that MUNCIE GARDENS OF MEMORY, INC., an Indiana Corporation, in consideration of One Dollar and of her good and valuable consideration-----Dollars (\$ 1.00)

in hand paid, CONVEYS AND WARRANTS to WALTER C. ROBBINS, husband and NORMA L.

ROBBINS, wife, as joint tenants and not as tenants in common

of the City of Muncie in the County of Delaware
and the State of Indiana

heirs and assigns, the following plot of land in MUNCIE GARDENS OF MEMORY, situated in the County of Delaware, in the State of Indiana, according to the plat of MUNCIE GARDENS OF MEMORY, to-wit:

GRAVES NOS. 1-2-3-4 LOT NO. 750 SECTION B-Hymns

TO HAVE AND TO HOLD the hereinabove granted premises as a place of interment to the said Grantee s,
their heirs and assigns forever. This deed is accepted by the Grantee s

subject to all Acts of the General Assembly of the State of Indiana which have been or may be hereafter enacted respecting and pertaining to cemeteries, and all amendments thereto, and subject also to the conditions, limitations, provisions and restrictions specified in the rules and regulations of MUNCIE GARDENS OF MEMORY, INC., which are hereby made a part of this deed; and subject to the lawful rules and regulations which may be hereafter adopted by said MUNCIE GARDENS OF MEMORY, INC., for the government and upkeep of MUNCIE GARDENS OF MEMORY.

IN TESTIMONY WHEREOF, said CORPORATION has caused these presents to be signed by its President, attested by its Secretary, and its corporate seal to be here-

unto affixed this 9th day of May

A. D. 19 58

Corporate
Seal

MUNCIE GARDENS OF MEMORY, INC.,

By Frank B. Randall
President

ATTEST:

Lela B. Randall
Secretary

STATE OF INDIANA, }
DELAWARE COUNTY } ss.

I,

Gail Parsons

a Notary Public, in and for said State and County DO HEREBY CERTIFY, That Frank L. Randall
personally known to me to be the -- President of MUNCIE

GARDENS OF MEMORY, AN INDIANA CORPORATION, and Lela B. Randall

personally known to me to be the -- Secretary of said corporation, whose
names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged
that as such -- President and -- Secretary, they signed and delivered

the said instrument of writing as -- President and as -- Secretary of said
Corporation, and caused the seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of
Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corpora-
tion for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 9th day of May A. D. 19 58

Gail Parsons

Notary Public

My comm. expires 8-5-59

CERTIFICATE OF GENERAL TRUST FUND CARE

This is to certify that Forty Five and no/100-----(\$45.00)---DOLLARS
has been placed in the general trust fund established and maintained by Muncie Gardens of Memory, Inc. The amount
deposited in the General Trust Fund for the care and upkeep of Muncie Gardens of Memory constitutes a deposit in
trust forever, to be invested by the Trustee from time to time with other similar funds deposited. The net income arising
from the principal of such General Trust Fund shall be used to the extent that such income is available for maintenance
and overhead, maintaining and replacing fences, roadways and walks; drains and water systems; trees, shrubs, borders
and lots; tools, machinery and equipment; buildings, statues and structures; insurance coverage of all kinds; ownership
and burial records; administrative services applicable to the operation of the property and other necessary appurtenances
and services, at reasonable intervals and proportions, the allocations of which, out of the funds available, shall be in the
discretion of the cemetery management.

Signed this 9th day of May, 19 58.

MUNCIE GARDENS OF MEMORY INC.

By Frank L. Randall

President.

ATTEST:

Lela B. Randall

Secretary.

This deed is accepted by Grantee with the following specific provisions which are also part of the established rules and regulations of Muncie Gardens of Memory.

1. In order to assist in maintaining the constant beauty of Muncie Gardens of Memory the Grantee agrees that no interments shall be made on the above spaces without the use of a concrete, steel reinforced vault. Said vault shall be purchased from the Company at a price the same as or less than the retail price currently quoted on the open market in this and other communities at the time of purchase, for a vault of similar construction and equal quality.

2. The Grantee also agrees that the marking of each grave shall be made only in bronze and that said bronze memorials shall be purchased from the Company at prices that are the same as or less than the retail prices currently quoted on the open market in this and other communities, at the time of purchase, for a bronze memorial of similar construction and equal quality.

(The above provisions provide a mutual benefit to the Purchaser and the Company by permitting the advantages derived therefrom to be used to assist in the administration, care and maintenance and the further beautification of Muncie Gardens of Memory.)

GARDENS of MEMORY

CEMETERY AND MAUSOLEUM

10703 North State Road 3
Muncie, Indiana 47303
765-289-0656

GARDEN VIEW

FUNERAL HOME

10501 North State Road 3
Muncie, Indiana 47303
765-284-1920

June 25, 2001

Mr. and Mrs. Walter C. Robbins
8400 West CR 400 South
Yorktown, IN 47396

Dear Mr. and Mrs. Robbins:

Enclosed is your Certificate of Ownership to your pre-need vaults to be used here at Gardens of Memory.

You should file this Lawn Crypt Certificate with the deed from Gardens of Memory, as this is your record of ownership.

We have also marked our records to show that you have taken care of your bronze memorial. It takes approximately eight to ten weeks for us to receive this memorial. We will notify you after it has been installed.

It should give you considerable peace of mind in knowing that you have this responsibility taken care of. It gives us a great deal of satisfaction in knowing that we can serve families in this manner.

If you have any questions, please do not hesitate to contact our office.

Cordially yours,

GARDENS OF MEMORY



Richard F. Lehner

RFL/kw

Enclosure

OUTER BURIAL CONTAINER CERTIFICATE OF OWNERSHIP WITH GARDENS OF MEMORY

JANET M. ROBBINS, Daughter

This is to certify that WALTER C. ROBBINS and NORMA L. ROBBINS, H & W
has contracted for and fully paid for three Concrete, Reinforced Outer Burial
Container(s), more specifically known as the Heritage
to be used solely in Gardens of Memory, 10703 North St. Rd. 3, Muncie, IN 47303.
The price paid does ~~does not~~ include set/seal charge(s).

This Certificate includes no Opening/Closing Charge(s).

The Outer Burial Containers are either installed on the purchaser's space(s), in
inventory at Gardens of Memory, or the monies received for such items are placed in
trust with the Citizen's First State Bank in Hartford City, IN.

This Certificate of Ownership is issued in accordance with the Provisions of the
Purchase Agreement entered into on May 7, 1999.

Date Certificate Issued: June 25, 2001


AUTHORIZED SIGNATURE