Document 2019 3403

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Date 10/25/2019 Time 11:47:32AM
Rec Amt $17.00 INDX
ANNO
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LISA SMITH, COUNTY RECORDER CHEK
MADISON COUNTY IOWA

Recorder's Cover Sheet

Preparer Information:
Beth Gray
Winterset Cemetery Improvement Association
PO Box 44
Winterset, Iowa 50273

Taxpayer Information:

Return Document to:
Tom Frank
702 West Court
Winterset, Iowa 50273

Grantor:
Winterset Cemetery Improvement Association

Grantees:
Tom Frank

Legal Description: See Page 2

Certificate Number: **0081**
Prior Relevant Certificate Number:
Prior Relevant Interment Space
Type of Certificate: _**X**_ Original ___ Replacement ___ Transfer
Interment Space(s): **Spaces 2,3,4,5,6, Lot 30, 1999 Addition and Spaces 3, 4, 5, 6, Lot 31, 1999 Addition**

Certificate of Interment Right and Interment Rights Purchase Agreement

This certifies that **The Winterset Cemetery** has transferred and conveyed to: **Tom Frank.** ("Purchaser, heirs and assigns") the interment spaces described above in **The Winterset Cemetery** for the total price of **Four Hundred Dollars ($5,400.00)** with the following terms and conditions:

1. The interment space(s) is to be used for interment purposes only and the Purchaser's rights are limited by and subject to The Winterset Cemetery's rules and regulations as now exist or as amended in the future.
2. This Certificate of Interment Rights conveys only a right to be interred in the interment spaces(s) and in no way is any real estate title conveyed to the Purchaser. Furthermore, only one interment will be permitted in each interment space unless specifically authorized by The Winterset Cemetery Improvement Association.
3. Services related to interment in the interment space(s) are not included in the rights conveyed and are subject to The Winterset Cemetery's service charges and availability. These charges will be determined at the time they are purchased and are subject to change.
4. The Cemetery must receive the following information prior to any interment. The notice must include the name of the deceased, the deceased's birth date, the deceased's date of death, next-of-kin, funeral establishment (if any) and any other required information.
5. Purchaser shall not have the right to sell the interment space(s). If Purchaser desires to sell the interment space(s), The Winterset Cemetery shall repurchase such interment space(s) for the price paid by Purchaser to The Winterset Cemetery less the 20% which was paid to The Winterset Cemetery's Perpetual Care Fund. Purchaser may transfer ownership without consideration, but any transfer of ownership by will or otherwise will be recognized by The Winterset Cemetery only after it is recorded with The Winterset Cemetery and a new Certificate of Interment Rights is issued to the new owner.
6. The Winterset Cemetery shall use the Purchaser's address for any official notices concerning the interment space(s). The Purchaser shall notify The Winterset Cemetery of any change in their address.
7. The terms and conditions described herein are binding upon the Purchaser's heirs, successors, and assigns and enforceable only by The Winterset Cemetery.
8. The Winterset Cemetery shall set aside and deposit in the Perpetual Care Fund an amount equal to or greater than fifty dollars or twenty percent (20%) **($1,080.00)** of the gross selling price received for each sale of interment rights, whichever is more. Perpetual Care Fund deposits will be made within ten days after receipt of payment. The Perpetual Care Fund is an irrevocable trust; deposits cannot be withdrawn even in the event of cancellation, and the trust's income shall be used by the cemetery for its care.
9. This is not a multi-item contract.
10. The Winterset Cemetery will only sell developed interment space(s) in the agreement.
11. There is no right of substitution to substitute the above described interment space(s) for another interment space(s) in The Winterset Cemetery.
12. This Agreement is irrevocable and there is no right to cancel.

IN TESTIMONY WHEREOF the said Winterset Cemetery Improvement Association has hereunto signed its name by its President, and countersigned by its Secretary, on **October 21, 2019.**

The Winterset Cemetery Improvement Association

By: _____
Ryan Knobloch, President

Countersigned by:

_____, Secretary
Beth Gray
STATE OF IOWA } ss,
COUNTY OF MADISON }

On this 21st day of October, A.D., 2019

Before me appeared Ryan Knobloch, to me personally known who, by me being duly sworn, did say that he is the President of the Winterset Cemetery Improvement Association by authority of its Board of Directors, and the said Secretary acknowledged said instrument to be the voluntary act and deed of said corporation and that said corporation has no corporate seal.

IN WITHNESS WHEREOF I have hereunto affixed my signature and official seal at Winterset, Iowa.

KRISTINA BROCKMEYER
Commission Number 806238
My Commission Expires
September 05, 2020

_____
Notary Public in and for Madison County, Iowa

THIS AGREEMENT IS SUBJECT TO RULES ADMINISTERED BY THE IOWA INSURANCE DIVISION. YOU MAY CALL THE INSURANCE DIVISION WITH INQUIRIES OR COMPLANTS AT 515-281-5705. WRITTEN INQUIRES OR COMPLAINS SHOULD BE MAILED TO: IOWA SECURITIES AND REGULATED INDUSTRIES BUREAU, 601 LOCUST, 4TH FLOOR, DES MOINES, IOWA 50309-3738.