

securities which are lawful for fiduciaries including, but not limited to, time deposits and certificates of deposit issued by the trustee. To insure the adequacy of the trust funds the income derived from investment of specific funds shall remain in the trust account and be reinvested and compounded and shall be disbursed only for the payment of appropriate trustee's fees, commissions, and other costs of the trust.

(1) Upon performance of the preneed burial contract the seller shall certify to the trustee the amount of specific funds in the trust which the trustee shall pay to the seller TOGETHER WITH THE INTEREST ACCRUED FROM THE TRUST.

(2) The seller may in its records itemize the goods and services and the consideration paid or to be paid therefor, to which the deposit requirements of this section apply. In such case the seller may, upon certification to the trustee of delivery or performance of such goods or services and of the amount of specific funds identified in its records to such items, request disbursement of that portion of the specific funds deposited pursuant to the contract which the trustee shall pay to the seller TOGETHER WITH THE INTEREST ACCRUED FROM THE TRUST.

(3) If the preneed burial contract provides for goods or services for 2 or more individuals, the seller may at its option designate in its records the consideration paid for each individual for preneed goods and services subject to the deposit requirements of this section. Upon performance of that portion of the preneed burial contract identified to a particular individual, the seller may request by certification the disbursement of trust funds applicable to that portion of the preneed burial contract, which the trustee shall pay to the seller TOGETHER WITH THE INTEREST ACCRUED FROM THE TRUST.

(4) If the purchaser at any time shall permanently remove his residence to a point more than 75 miles from the cemetery and gives written notice, under oath or affirmation of his permanent removal including his new, permanent address, he may in such notice request the cancellation of the preneed burial contract as to goods not delivered and services not performed in which event the seller shall certify to the trustee the amount of the remaining specific funds applicable to the contract and the name and address of the purchaser and the trustee shall transmit this amount of money, including any interest that has accrued under the trust fund, to the purchaser.

(5) (i) When a preneed burial contract is terminated by reason of default by purchaser and seller certifies this to trustee, the purchaser is entitled to all deposits and interest thereon, less the reasonable expenses of the seller; or

(ii) When specific funds on deposit have been dormant for a period of 50 years since the date of last deposit or disbursement and the seller certifies that the purchaser cannot be located, the trustee shall disburse to the seller the specific funds TOGETHER WITH THE INTEREST ACCRUED FROM THE TRUST.

(j) Any provision of any preneed burial contract which purports to waive any provision of this section shall be void.

(k) (1) This section shall not apply to the sale of interment space.