

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

H.A. SHERONICK,

PLAINTIFF,

VS.

LAW NO: \_\_\_\_\_

FATIMA (TIMA) IGRAM SMEJKAL,

KAMAL AJRAM,

DR. HISHAM WAGDY,

THE ISLAMIC ASSOCIATION OF CEDAR RAPIDS, IOWA, a.k.a. CEDAR RAPIDS ISLAMIC CENTER, a.k.a. ISLAMIC CENTER OF CEDAR RAPIDS,

MOSLEM NATIONAL CEMETERY a.k.a. CEDAR RAPIDS MUSLIM CEMETERY, a.k.a. NATIONAL MUSLIM CEMETERY,

SALMA IGRAM,

HASSAN IGRAM,

EMAD MOHAMMED,

HUMZA IGRAM,

JORDAN SAIKALY,

SAMEEULLAH JUNG,

DR. ALI SAFDAR,

JAMAL AZMEH,

DEFENDANTS.

**PETITION AT LAW**

**\*\*JURY TRIAL DEMANDED\*\***

COMES NOW Plaintiff, by their undersigned attorney, and for their Petition against

Defendants, allege upon information and belief, the following:

**COMMON ALLEGATIONS**

1. At all times material hereto, Plaintiff H.A. (Sam) Sheronick (hereinafter referenced as “Plaintiff” or “Sheronick”), has been a resident of Cedar Rapids, Linn County, Iowa.
2. At all times material hereto, all Defendants (hereinafter referenced as “Defendants”), have been a residents of Cedar Rapids, Linn County, Iowa.
3. Defendants include the following:
  - a. Defendant The Islamic Association of Cedar Rapids, Iowa, a.k.a. Cedar Rapids Islamic Center a.k.a. Islamic Center of Cedar Rapids, a Corporation duly Registered in, and domiciled in, the State of Iowa (hereinafter “Mosque” or “Defendant”);
  - b. Defendant Moslem National Cemetery a.k.a. Cedar Rapids Muslim Cemetery a.k.a, National Muslim Cemetery (hereinafter “Cemetery” or “Defendant”)
  - c. Defendant Fatima (Tima) Igram Smejkal; President and Director/Board Member of The Islamic Association of Cedar Rapids, Iowa from 2019-2023; present Trustee of the Board of Directors of The Islamic Association of Cedar Rapids, Iowa; employee of Cedar Graphics
  - d. Defendant Kamal Ajram; Mosque’s Duly Authorized Agent for Cemetery; Board of Trustee of The Islamic Association of Cedar Rapids, Iowa ;owner, Kamal’s Flooring, Rugs, and Upholstery in Cedar Rapids, Iowa.

e. Defendant Dr. Hisham Wagdy; Present Director/Board Member and Vice Chair of The Islamic Association of Cedar Rapids, Iowa, cardiologist with Unity Point Cardiology, Cedar Rapids

f. Defendant Salma Igram; Treasurer and Director/Board Member of The Islamic Association of Cedar Rapids, Iowa from 2019-2023; Co-Owner of Cedar Graphics, a very large, nationwide printing press business

g. Defendant Emad Mohammed; President of The Islamic Association of Cedar Rapids, Iowa from 2019-2023; Senior Programmer at Transamerica, Cedar Rapids;

h. Defendant Humza Igram, Present Treasurer and Director/Board Member of The Islamic Association of Cedar Rapids, Iowa; President of Cedar Graphics, a very large national printing press businesses

i. Defendant Jordan Saikaly, Present President of The Islamic Association of Cedar Rapids, Iowa; Computer Programmer at U.S. Cellular;

j. Defendant Sameeullah Jung, Present Secretary of the Board of Directors of The Islamic Association of Cedar Rapids, Iowa

k. Hassan Igram, Present Chair, Board of Trustees, The Islamic Association of Cedar Rapids, Iowa; owner of Cedar Graphics, a very large, nationwide printing press business in Hiawatha, Iowa

l. Dr. Ali Safdar, Present Trustee on the Board of Trustees of The Islamic Association of Cedar Rapids, Iowa; Psychiatrist with Unity Point Health;

m. Jamal Azmeh, Present Trustee on the Board of Trustees of The Islamic Association of Cedar Rapids, Iowa;

n. Based upon information and belief, Defendants all met with their attorney and accountant upon receipt of Plaintiff's Demand Letter (attached Exhibit 2) and collectively all ratified the decision to utterly ignore to date Plaintiff's Demand Letter, leaving Plaintiff no option but to file this lawsuit.

4. The damages resulting from the injuries alleged herein occurred in Cedar Rapids, Linn County, Iowa.

5. The amount in controversy exceeds the maximum jurisdictional amount of small claims court.

6. Ahmed Sheronick, Father of Plaintiff H.A. (Sam) Sheronick, had a series of meetings in his home with Kamal Ajram (Igram), a Mosque Board Member who represented himself to be a representative of the Mosque Board and Islamic Cemetery. Such meetings were held concerning the purchase of cemetery plots for the family of Ahmed Sheronick and Plaintiff Sam Sheronick attended those meetings.

7. Ahmed Sheronick chose the burial plots for himself and his family in the Cemetery, but neither Kamal Ajram nor anyone else had ever used Cemetery Deeds before in contravention of Iowa law, and thus, Sam Sheronick had to prepare the Cemetery Deed attached as Exhibit 1.

8. Because Plaintiff H.A. (Sam) Sheronick had not been married and had children, Ahmed and Sam Sheronick asked Kamal Ajram if they could purchase six cemetery plots plus the

option on six additional plots so that when Sam Sheronick got married and had children, his family could be buried next to his parents and siblings. Kamal Ajram, as the Mosque/Cemetery representative, agreed to such a proposal.

9. Plaintiff Sam Sheronick gave the draft version of the Cemetery Deed to Kamal Ajram as Sam Sheronick advised Kamala Ajram several times to run the Cemetery Deed by the Mosque/Cemetery Board *and their attorney* for their approval and/or edits. After some time, Kamal Ajram got back to Ahmed and Sam Sheronick and informed them that the Board and their attorney approved the Cemetery Deed in all particulars except that the price of the first six plots would be \$500.00 each while the future price of the six additional plots would be \$1,000.00 each when purchased in the future. Obviously, the Sheronicks would not have agreed to the additional price increase on the six optional plots had Kamal Ajram not insisted the Board required that change as he represented the Board and their attorney was fine with everything else including the \$1.00 consideration paid for each of the six optional plots.

10. The Cemetery Deed was modified accordingly pursuant to the Board's (and their attorney's) wishes as represented by Kamal Ajram who had actual and apparent authority to represent the Mosque/Cemetery Board. Based upon information and belief, Kamal Ajram still is the Board's representative to this day as anyone wishing to purchase a plot in the cemetery must go through Kamal Ajram.

11. On December 9, 2014, Ahmed Sheronick, pursuant to Kamal Ajram's direction, made a check out to the Mosque in the amount of \$3,006.00 representing \$500.00 each for 6 plots plus \$1.00 consideration for each of the additional six optional plots as Plaintiff Sam Sheronick

accompanied Ahmed Sheronick and Kamal Ajram to the bank so that Ahmed Sheronick's and Kamal Ajram's signatures on each of the two pages of the Cemetery Deed could be signed in the presence of an Iowa Public Notary.

12. Upon obtaining the notarized signatures, the two page Cemetery Deed was mailed to the Office of the Linn County Recorder who recorded it on December 23, 2014 as noted in the attached Exhibit 1.

13. On November 9, 2019, Ahmed Sheronick died and was buried pursuant to Muslim custom that same day at the Cemetery in one of the purchased plots. A public Memorial Service was scheduled for December 7, 2019 at the Cedar Rapids Islamic Center.

14. A couple days after Ahmed Sheronick's passing, Mosque Board President Fatima (Tima) Igram Smejkal called Sam Sheronick, didn't mention his Father's recent passing or her condolences, and immediately stated "the Board" will not honor the six optional lots. Sam Sheronick, still mourning the loss of his Father, politely replied that Kamal Ajram is the Board's representative, that he represented to us that he ran the Cemetery Deed including the optional plots past the Board and their attorney, and that the only change the requested was that the optional plots be purchased for the higher \$1,000.00 in the future. Plaintiff Sam Sheronick explained that the document was signed in front of a notary and recorded at the Recorder's Office. Fatima (Tima) Igram Smejkal repeated the Board was not going to accept the optional lots and hung up. A couple minutes later, Cedar Rapids Cardiologist and Board Member Dr. Hisham Wagdy called Sam Sheronick and mentioned he was just talking to Fatima (Tima) Igram Smejkal and that he wanted to

set up a meeting in person. Plaintiff Sam Sheronick politely responded that he was willing to talk by phone but did not have time for an in-person meeting. Dr. Wagdy ended the call.

15. On December 7, 2019, as people filed into the Mosque for Ahmed Sheronick's Memorial Service, Plaintiff Sam Sheronick was setting up the projector and trying to concentrate on rehearsing his Father's Eulogy—his Father's "final send off" if you will—and Fatima (Tima) Igram Smejkal abruptly came up Sam Sheronick, did not offer her condolences, but instead abruptly blurted out once again that "the Board is not going to honor the six optional plots." Sam Sheronick was shocked and taken aback but still politely replied the document was legal and was approved by the Board and their attorney and was filed with the Recorder's Office as Sam Sheronick then excused himself to continue setting up the projector for the Memorial Service which was to begin in just a few minutes as Fatima (Tima) Igram Smejkal repeated the Board will not allow it. Imagine getting ready to give the most important speech of one's life and having someone rudely trying to start an argument while knowing a son is trying to concentrate on giving his Father's eulogy in just minutes. . . couldn't that have waited till afterwards, or was that the goal: to disrupt Plaintiff Sam Sheronick's train of thought?

16. Nobody brought up the Cemetery issue to Sam Sheronick after the Memorial Service on December 7, 2019; however, after the letter attached as Exhibit 2 was sent on June 13, 2025, Defendant Kamal Ajram left a voice mail for Sam Sheronick who returned Kamal Ajram's (Igram's) call the following day as Defendant Kamal Ajram launched into a vicious, loud, and nonsensical ad hominem attack against Sam Sheronick, refusing to take accountability for Defendants' actions

while trying to ironically portray Defendants as somehow being victims. It should be noted that Ajram and Igram are two different spellings of the same family surname.

17. Following the burial of Ahmed Sheronick, a headstone was ordered but was on back order due to the Covid 19 pandemic which was thereafter emerging. Once the headstone came in, it was engraved as were five bricks with the inscription “Reserved for the A.H. Sheronick Family” to be placed alongside Ahmed Sheronick’s headstone which is to be shared with his wife, Ghannia Sheronick. The five bricks were installed by the monument company to be inserted flush with the ground to prevent the accidental burial of someone else on the Sheronick’s burial plots. At the same time, an additional six bricks with the same inscription (“Reserved for the A.H. Sheronick Family”) was inserted flush into the ground by the monument company to prevent others from accidentally being buried on the six optional plots reserved for the Sheronick Family.

18. In the summer of 2023, Sam Sheronick observed that someone removed the six inscribed “reserved” bricks which were placed over the six optional plots. The five other “reserved” bricks for the fully purchased plots next to Ahmed Sheronick’s headstone were still curiously in place.

19. Before Sam Sheronick had a chance to bring the brick removal to anyone’s attention, Ms. Miriam Amir died on July 30, 2023 and was buried a few days later diagonally on the Sheronick’s six optional lots so as to effectively occupy four of the six optional Sheronick plots. The Igrams/Ajrams are solely in charge of who is buried where in the Cemetery.

20. As noted by the attached Exhibit 1, Plaintiff Sam Sheronick gave the Board the opportunity to remove the Miriam Amir body and rebury it elsewhere and Plaintiff would consider



the matter closed without asking for monetary damages. The Board Members refused to respond within the deadline (or even to date) as they were warned that the undersigned would be asking for monetary damages if suit had to be filed as that would be just one more indicator that this was no accident. See letter attached at Exhibit 2.

21. Based upon information and belief, Defendants have little reservation changing their story to suit their interests despite the truth, and since the Board is undercapitalized among other things as noted herein, since all Defendants chose to ignore Plaintiff's Demand Letter thereby ratifying the conduct of placing the Amir body on the Sheronick plots, and given the upcoming statute of limitations, the undersigned has no option but to hold Defendants individually liable as well as holding the corporate entities liable as they were all given a chance to avoid this lawsuit at little to no cost by removing the non-family body and reburying it elsewhere as they instead chose to fight this in Court, leaving the undersigned no option but to file this lawsuit. Accordingly, all Defendants should be held jointly and severally liable.

22. In addition to the other duties and obligations denoted in the Cemetery Deed attached at Exhibit 1, Grantors (Defendants) agreed:

GRANTOR hereby covenants and agrees that it will **forever WARRANT AND DEFEND the title to said premises exclusively unto GRANTEES** as GRANTOR further covenants and agrees it will in perpetuity through the end of time take every effort to assure the Cemetery fully maintains, fully repairs, and fully protects said plots/lots denoted herein (as well as the Cemetery denoted herein) in a top quality manner using best efforts and best practices at all times. (Emphasis added).

Accordingly, Defendants are additionally liable for Plaintiff's Attorney Fees and costs herein.

23. As an aside, based upon information and belief, an Iowa Supreme Court Justice got married and had a family in his mid fifties while Plaintiff Sam Sheronick's father, A.H. Sheronick and his brother were both born when their father (Sam's grandfather) was in his late fifties while Sam Sheronick and one of his siblings were born well into their father, A.H. Sheronick's forties; simply stated, Plaintiff Sam Sheronick is hardly the first person to get married and have kids later in life when he is ready. Besides, this was not the point: Defendants it appears, sadistically *intended* that Plaintiff Sam Sheronick suffer emotional suffering for the rest of his life when he thinks of not being able to be buried by his parents and family.

24. Defendants actions herein were all additionally tainted with legal malice entitling Plaintiff to attorney fees and costs under Iowa law.

**COUNT I: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

COMES NOW Plaintiff for this cause of action against all Defendants and states:

25. Plaintiff hereby repleads all Paragraphs above as if fully set forth herein.

26. Defendants expressly and impliedly held themselves out to be an experienced, proper, and honorable cemetery which would, among other things, honor their word and carry out their agreement to reserve for the benefit and use of the A.H. Sheronick Family all of the reserved burial plots as noted in the Cemetery Deed attached as Exhibit 1.

27. Defendants were aware it was A.H. Sheronick and Sam Sheronick's desire that the final resting place of the A.H. Sheronick Family and Sam Sheronick (together with his family) be

buried together in the Cemetery by virtue of, among other things, the Cemetery Deed attached as Exhibit 1.

28. Defendants chose instead to bury someone not a part of the A. H. Sheronick Family on the lots purchased and reserved for the A.H. Sheronick Family and their descendants.

29. Defendants intentionally caused Plaintiff severe emotional distress or acted with a reckless disregard of the probability of causing emotional distress.

30. Defendants intended to to inflict severe emotional distress while further knowing such emotional distress is substantially certain to result from their conduct.

31. Defendants' conduct is reckless since they knew or had reason to know their conduct creates a high degree of probability that severe emotional distress will result as Defendants acted with deliberate disregard of that probability.

32. Defendants' conduct was so outrageous and so extreme in degree so as to go beyond all possible bounds of decency while being regarded as atrocious, dishonorable, and utterly intolerable in a civilized community, such conduct including, but not limited to:

a. After A.H. Sheronick died and was buried, Defendants repeatedly informed the undersigned as noted herein that they were not going to honor the six optional lots after the Board and their attorney had previously reviewed the Cemetery Deed and made changes so that is was agreeable to Defendants and recorded;

b. Removing the six bricks inscribed with the words “Reserved for the A.H. Sheronick Family” placed on the six optional lots but not removing the 5 identically inscribed bricks, signifying Defendants were not going to honor their agreement to honor the six optional plots.

c. Choosing to bury a non-Sheronick decedent *diagonally* in the middle of the six optional lots, thereby occupying four of the six optional plots with a non-family member “human shield” as this was apparently Defendants’ “final solution” to establish their apparently vengeful ends even though Plaintiff and his Family never wished Defendants anything but genuine love and good tidings as it appears Defendants’ actions were virtually involuntary means to continue asserting their control on Cedar Rapids Muslims, irrespective of whether they are alive or dead.

d. Choosing to bury a non-Sheronick decedent on the 6 optional lots when there were *literally virtually 5,000 other unoccupied grave sites in the cemetery* which could have instead been used for the non-Sheronick decedent’s burial plot.

e. Refusing to remedy the situation at little to no cost to Defendants by re-burying the non-Sheronick decedent elsewhere and replacing the six inscribed reserved bricks they had removed from the optional six burial plots which would have ended this matter without the need for a lawsuit or asking for additional damages which Defendants were warned about in the June 13, 2025 letter sent to all Defendants as noted in attached Exhibit 2.

f. Defendants were in a position of actual authority with full power to carry out their scheme to disrupt the Sheronick’s burial plan as noted by the Cemetery Deed attached as Exhibit 1 whereas the A.H. Sheronick Family had no power or authority to direct where a non-family member (Ms. Amir) would be buried. As such, the extreme and outrageous character of the conduct may

arise from an abuse by the actor of a position such as Defendants which gives them actual authority over Plaintiff with respect to where bodies are buried in the cemetery.

33. As a result of learning about the foregoing, Plaintiff has suffered, and continues to suffer, severe and extreme emotional distress and damages including, but not limited to:

a. Past and Future knowledge that Defendants intended he not be allowed to have himself and his family buried with his parents and siblings;

b. even if, for the sake of argument, Plaintiff never marries or has children even though he knows he will, that is not the extent of damages as Defendants *intended* that their actions by burying a non-family member diagonally on the six optional lots be *permanent* and cause Plaintiff severe emotional distress for the rest of his life expectancy.

34. Defendants' conduct is so outrageous so as to entitle Plaintiff to punitive damages from Defendants

WHEREFORE, Plaintiff prays for judgment against Defendants for an amount that will fully, fairly, and adequately compensate him for his injuries and damages, for attorney fees, for specific performance (removal of Amir body from Sheronick plots), for punitive damages, for costs of this action, together with interest as provided by law, and for such other relief to which he is entitled.

### **COUNT II: NEGLIGENCE**

COMES NOW Plaintiff for this cause of action against all Defendants and states:

35. Plaintiff hereby repleads all Paragraphs above as if fully set forth herein.

36. In operating a cemetery, Defendants were negligent in but not limited to, one or more of the following particulars:

a. in failing to honor their agreement to reserve all 12 burial plots for the A.H. Sheronick Family as Defendants agreed to do in the Cemetery Deed attached as Exhibit 1.

b. In allowing a non-Sheronick decedent (Ma. Amir) to be buried on the burial plots Defendants had agreed to reserve for the A.H. Sheronick Family pursuant to the Cemetery Deed Agreement attached at Exhibit 1.

c. In failing to remedy Defendants negligence pursuant to the June 13, 2025 letter to all Defendants which merely asked for the issue to be corrected and Plaintiffs would not file a lawsuit or seek damages as noted in Exhibit 2, attached.

37. Defendants' negligence was a proximate cause of Plaintiff's injuries and damages.

38. By reason of Defendants' negligence, Plaintiff has and will continue to suffer injuries and damages including, but not limited to:

a. Past and severe future emotional distress and mental anguish;

b. Attorney fees and costs/expenses.

WHEREFORE, Plaintiff prays for judgment against Defendants for an amount that will fully, fairly, and adequately compensate him for his injuries and damages, for attorney fees, for specific performance (removal of Amir body from Sheronick plots), for costs of this action, together with interest as provided by law, and for such other relief to which he is entitled.

**COUNT III: SPECIFIC PERFORMANCE**

COMES NOW Plaintiff for this cause of action against all Defendants and state:

39. Plaintiff repleads all paragraphs above as if fully set forth herein.

40. Plaintiff and the A.H. Sheronick Family performed all of the terms and conditions of the Cemetery Deed including, but not limited to paying \$3,006.00 to the Cemetery pursuant to Exhibit 1 attached.

41. Defendants have breached the Cemetery Deed contract by allowing a non-Sheronick decedent to be buried on the burial plots reserved for Plaintiff and the A.H. Sheronick Family.

42. Plaintiff has suffered damages, injury, and loss as a result of Defendants' breach of the Cemetery Deed.

43. Given the unique nature of burial plots and the intention of the Cemetery Deed Contract that the burial plots be reserved only for the members of the A.H. Sheronick Family, Plaintiff cannot be properly compensated with solely monetary damages as burial plots are unique and for eternity: A.H. Sheronick is already buried there.

44. Accordingly, Plaintiff demands that Defendants be required in addition to monetary damages that Defendants also be required to specifically perform said Cemetery Deed contract by removing the non-Sheronick decedent from the plots reserved for the A.H. Sheronick Family while replacing the 6 inscribed bricks removed by defendants as well as taking real and meaningful steps to assure this does not happen again while paying Plaintiff damages for Defendants' causing Plaintiff's severe emotional suffering.

WHEREFORE, Plaintiff prays for judgment against Defendants for an amount that will fully, fairly, and adequately compensate him for his injuries and damages, for attorney fees, for specific performance (removal of Amir body from Sheronick plots), for punitive damages, for costs of this action, together with interest as provided by law, and for such other relief to which he is entitled.

**COUNT IV: RES IPSA LOQUITUR**

COMES NOW Plaintiff for this cause of action against all Defendants and states:

45. Plaintiff repleads all paragraphs above as if fully set forth herein.

46. Defendants had exclusive control and management over the Cemetery and all decisions as to where each and every body is buried in the Cemetery.

47. Plaintiff's injuries and damages related to the burial of a family member in the plots reserved for the A.H. Sheronick Family would not have occurred if reasonable and prudent care had been taken by Defendants as Plaintiff intends to rely in this count on the doctrine of res ipsa loquitur ("the thing speaks for itself").

48. Defendants' negligence was a proximate cause of causing a non-Sheronick family member to be buried in the plots reserved for the A. H. Sheronick Family.

49. As a result of Defendants' negligence, Plaintiff has sustained injuries and damages including, but not limited to:

a. Past and severe future emotional distress and mental anguish;



- b. Attorney fees and costs/expenses;
- c. Specific Performance

WHEREFORE, Plaintiff prays for judgment against Defendants for an amount that will fully, fairly, and adequately compensate him for his injuries and damages, for attorney fees, for specific performance (removal of Amir body from Sheronick plots), for costs of this action, together with interest as provided by law, and for such other relief to which he is entitled.

**COUNT V: SLANDER OF TITLE**

COMES NOW Plaintiff for this cause of action against all Defendants and states:

50. Plaintiff hereby repleads all Paragraphs above as if fully set forth herein.

51. Defendants conveyed to Plaintiff and other Grantees an interest in the cemetery plots denoted in Exhibit 1.

52. Defendants then engaged in various forms of slander of title, including, but not limited to:

a. via various Board Members including, but not limited to Defendants Fatima (Tima) Igram Smejkal and Kamal Ajram claiming the Board would not honor the Cemetery Deed as noted herein and otherwise;

b. the Defendants/Board Members then committed additional slander of title by choosing to bury a non-Sheronick decedent on the burial plots reserved by the A.H. Sheronick

Family contrary to the Cemetery Deed attached at Exhibit 1, perhaps the most extreme (and complete) form of slander of title that Defendants could dream up to accomplish their goal apparently of showing they are in control, even after death.

53. The Defendants'/Boards' slanderous utterances and actions were and are false and malicious, causing Plaintiff special damages since Plaintiff had an estate of interest in the property slandered including, but not limited to:

- a. Past and severe future emotional distress and mental anguish;
- b. Attorney fees and costs/expenses;
- c. Specific Performance;

WHEREFORE, Plaintiff prays for judgment against Defendants for an amount that will fully, fairly, and adequately compensate him for his injuries and damages, for attorney fees, for specific performance (removal of Amir body from Sheronick plots), for punitive damages, for costs of this action, together with interest as provided by law, and for such other relief to which he is entitled.

#### **COUNT VI: BREACH OF CONTRACT**

COMES NOW Plaintiff for this cause of action against all Defendants and states:

54. Plaintiff repleads all above paragraphs as if fully set forth herein.

55. The Defendants and A.H. Sheronick were capable of contracting.

56. A written contract in the form of the Cemetery Deed exists and is attached as Exhibit 1.

57. Consideration of \$3,006.00 was paid from A.H. Sheronick to Defendants pursuant to the terms of the contract/Cemetery Deed attached as Exhibit 1.

58. The terms of the contract/Cemetery Deed attached as Exhibit 1 include, but are not limited to, in exchange for \$3,006.00, Defendants would reserve the lots denoted in the Cemetery Deed for A.H. Sheronick and his grantees which includes his descendants/son Plaintiff Sam Sheronick.

59. Defendants breached the contract by choosing to bury a non-Sheronick decedent on the burial plots reserved for the A. H. Sheronick Family in contravention of the contract/Cemetery Deed.

60. Plaintiff, A.H. Sheronick, the A.H. Sheronick Family/Grantees did not breach the contract/Cemetery Deed in any manner.

61. Accordingly, Defendants have caused Plaintiff injuries and damages including, but not limited to:

- a. Past and severe future emotional distress and mental anguish;
- b. Attorney fees and costs/expenses;
- c. Specific Performance;

WHEREFORE, Plaintiff prays for judgment against Defendants for an amount that will fully, fairly, and adequately compensate him for his injuries and damages, for attorney fees, for

specific performance (removal of Amir body from Sheronick plots), for costs of this action, together with interest as provided by law, and for such other relief to which he is entitled.

**COUNT VII: PIERCING THE CORPORATE VEIL**

COMES NOW Plaintiff for this cause of action against all Defendants and states:

62. Plaintiff repleads all above paragraphs as if fully set forth herein.

63. The undersigned was unable to find a separate corporate or business entity for the Cemetery filed with the Iowa Secretary of State's Office.

64. Based upon information and belief, Defendant Mosque and Defendant Cemetery are one in the same as, among other things, purchasers of Defendant Cemetery's burial plots are required to pay the funds to the the Defendant Mosque.

65. Based upon information and belief, Mosque Board Members control the Cemetery's day to day operations and decisions such that the Mosque and Cemetery are one and the same as the Cemetery is simply a shell or alter ego of the Mosque.

66. The corporate veil should be pierced holding Defendants' board members and their agents, including but not limited to Defendant Trustee Kamal Ajram personally liable since Defendants abused the corporate privilege including, but not limited to:

a. The Defendant Mosque and Defendant Cemetery are severely undercapitalized to carry out its daily functions, particularly with respect to the liability it has chosen to undertake by allowing others to be buried on the A.H. Sheronick burial plots.

b. Defendant Mosque and Defendant Cemetery are a mere shell or alter ego of the Ingram/Ajram family who run the Mosque and Cemetery as their own personal fiefdom;

c. The corporate shell has been used by Defendants to engage in fraud and promote injustice, as evidenced by Defendants choosing to bury someone else on the Sheronick Family plots after taking money and agreeing to reserve the lots denoted in the Cemetery Deed;

d. The heinous, sadistic, and depraved nature of Defendants' actions as noted herein will likely cause any insurer to claim policy coverage has been voided due to the extreme, seemingly intentional, and malicious nature of Defendants' actions as noted herein which, in tandem with under capitalization, will leave Plaintiff with no means of securing damages equal to the harms done by Defendants if the corporate veil is not pierced herein. Iowa law allows the piercing of the corporate veil to avoid the injustice which would otherwise occur to any given Plaintiff under such circumstances including, but not limited to, severe under capitalization relative to the harms Defendants chose to cause Plaintiff.

e. The Mosque and Cemetery lack separate books, have no separate interest bearing trust accounts as required for Cemeteries under Iowa law, nor has the Cemetery followed the many other technical requirements mandated for all cemeteries pursuant to Iowa law.

f. The Mosque and Cemetery's finances are not kept separate;

g. Corporate formalities have not been followed,;

h. The corporations are a mere sham as they are used as an instrument of Defendants not to carry out God's work, but rather, to give the Igram Family its own fiefdom to control others like the A.H. Sheronick Family who always treated them with love and respect while staying away from the Mosque for decades due to Defendants' behavior, politics, need for control, etc.

WHEREFORE, Plaintiff prays for judgment against Defendants for an amount that will fully, fairly, and adequately compensate him for his injuries and damages, for attorney fees, for specific performance (removal of Amir body from Sheronick plots), for punitive damages, for costs of this action, together with interest as provided by law, and for such other relief to which he is entitled.

### **COUNT VIII: PUNITIVE DAMAGES**

COMES NOW Plaintiff for this cause of action against all Defendants and states:

67. Plaintiff repleads all above paragraphs as if fully set forth herein.

68. Defendants engaged in willful, wanton, intentional, grossly reckless, illegal/criminal (theft of several burial spaces), intended to harass and bully, etc. as noted herein even after Plaintiff gave Defendants numerous opportunities to correct their behavior without the need to pay damages if Defendants simply reburied the non-Sheronick body elsewhere as noted by the letter sent to Defendants attached as Exhibit 2 as Plaintiff even extended the deadline to Defendants' representative who merely ignored the deadline extension.

69. Defendants' conduct was specifically directed to Plaintiff.

70. Punitive damages are required to teach Defendants and those like them that a civilized society will not tolerate such depraved, sadistic, and outrageous conduct.

WHEREFORE, Plaintiff prays for judgment against Defendants for an amount that will fully, fairly, and adequately compensate him for his injuries and damages, for attorney fees, for specific performance (removal of Amir body from Sheronick plots), for punitive damages, for costs of this action, together with interest as provided by law, and for such other relief to which he is entitled.

**JURY TRIAL DEMANDED**

Plaintiff hereby demands a trial by jury on all claims.

SAM SHERONICK LAW FIRM, P.C.

By: \_\_\_\_/s/ Sam Sheronick

Sam Sheronick, AT0007170

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*Attorney for Plaintiff*

Doc ID: 021506390002 Type: GEN  
 Recorded: 12/23/2014 at 03:33:33 PM  
 Fee Amt: \$12.00 Page 1 of 2  
 Revenue Tax: \$0.00  
 Linn County Iowa  
 JOAN MCCALPANT RECORDER  
 EK 9138 PG 287-288

Preparer Information/Return to: A.H. Sheronick, 4800 Millbrook Court NE, Cedar Rapids, IA 52411

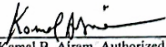
### CEMETERY DEED AND CERTIFICATE OF OWNERSHIP

Know All Men by These Presents that the Moslem National Cemetery a.k.a. Cedar Rapids Muslim Cemetery a.k.a. National Muslim Cemetery (hereinafter collectively referenced as "Cemetery" and "GRANTOR"), located at the following legally described property LANDS (LESS ST) W 658' ON N LN BNG 659.4' ON S LN S 240' N 669' ON W LN BNG S 240' N 664.23' ON E LN SW NW STR/LB 34 83 7, also legally described as: That part of the SW ¼ NW ¼ Section 34-83-7, Linn County, described as follows: Beginning at the NW corner of said SW ¼ NW ¼; thence East 654.9 feet; thence South 663 feet; thence West 659.4 feet; thence North 669 feet; to the point of beginning, excepting the South 240 feet and excepting the public highway, does hereby forever convey in perpetuity the following burial plots/lots to Ahmed H. Sheronick, Ghannia H. Sheronick and their descendants, heirs, beneficiaries, assigns and/or family members (collectively referenced herein as "GRANTEES") for the sum of \$3,006.00 (Three Thousand Six Dollars) which the undersigned hereby acknowledges as having been received and paid in full for the following Lots/Plots located in the above-described Cemetery: Six (6) Cemetery lots/plots numbers 80, 81, 82, 83, 84, and 85 as denoted in the attached map of that Cemetery at the price of \$500.00 each plus an additional \$1.00 is hereby paid in consideration for the option for Ahmed Sheronick, Ghannia Sheronick, or their heirs, assigns, decedents, and/or family members ("GRANTEES") to purchase plots/lots 47, 48, 49, 50, 51, and 52 as noted in the attached map for the price of \$1,000.00 per plot/lot irrespective of when such optional lots/plots are purchased in the future as GRANTOR hereby agrees not to transfer, assign, convey, etc. such lots without the prior written consent of ALL LIVING GRANTEES.

GRANTOR hereby covenants and agrees that it will forever WARRANT AND DEFEND the title to said premises exclusively unto GRANTEES as GRANTOR further covenants and agrees it will in perpetuity through the end of time take every effort to assure the Cemetery fully maintains, fully repairs, and fully protects said plots/lots denoted herein (as well as the Cemetery denoted herein) in a top quality manner using best efforts and best practices at all times

IN TESTIMONY WHEREOF, said Cemetery/GRANTOR acknowledges receipt of payment in full from GRANTEES as Cemetery/GRANTOR hereby caused this instrument to be signed by its duly authorized agent, Kamal B. Ajram.

GRANTOR: Moslem National Cemetery  
 a.k.a. Cedar Rapids Muslim Cemetery  
 a.k.a. National Muslim Cemetery Seller:

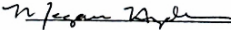
  
 Kamal B. Ajram, Authorized Agent with Full  
 Binding Authority to bind GRANTOR

Dec 9-14  
 Date

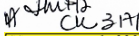
STATE OF IOWA, COUNTY OF LINN) ss.

On this 9th day of DECEMBER, 2014 before me, the undersigned Notary Public in and for Linn County, State of Iowa, personally appeared Kamal B. Ajram, who represented he is the authorized agent for GRANTOR Moslem National Cemetery a.k.a. Cedar Rapids Muslim Cemetery a.k.a. National Muslim Cemetery and that he and GRANTOR executed this instrument as their voluntary act and deed.

(SEAL)

 Notary Public



  
 12/11/14

SS EXHIBIT-1-000000001



# MOSLEM NATIONAL CEMETERY

CEDAR RAPIDS, IOWA

SCALE 1" = 10'

REVISED JULY, 1966, 10-25-81

## DESCRIPTION

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 OF SECTION 34-28-7 AND POINT BEING 30 FEET EAST OF THE OUTWEST CORNER OF SAID NW 1/4 SW 1/4, NW 1/4 OF SAID SECTION, HENCE EAST ALONG THE SAID SOUTH LINE 251.3 FEET, THENCE DUE NORTH 200.0 FEET, HENCE 1/4 WEST 155.6 FEET TO THE EAST LINE OF DOWLING STREET, THENCE SOUTH 114.8 FEET TO THE PLACE OF BEGINNING.

○ DENOTES IRON PIPE

HALL ENGINEERING COMPANY  
224 25TH STREET DRIVE S.E.  
CEDAR RAPIDS, IOWA

I, M. A. HALL, PROFESSIONAL ENGINEER  
AND LAND SURVEYOR, CERTIFY THE ABOVE  
CORRECT TO MY BEST KNOWLEDGE AND BELIEF.

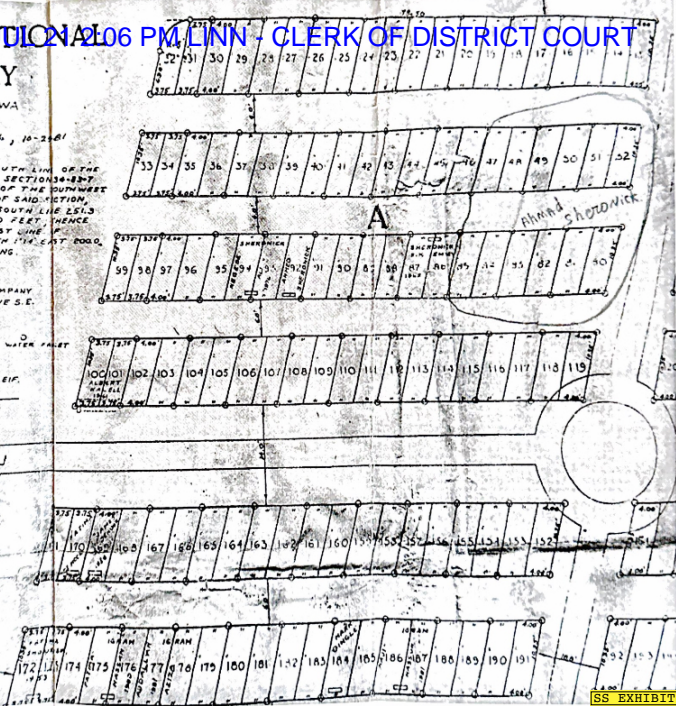
251.3' ± 1/1001

Kam Adams

Abdul H. Shanon

DRIVE

WATER PILET



SS EXHIBIT-1-00000002

SAM SHERONICK LAW FIRM, P.C.  
A PROFESSIONAL CORPORATION

4125 GLASS ROAD NE  
CEDAR RAPIDS, IOWA 52402

TELEPHONE: (319) 366-8193

FAX: (319) 366-0648

WRITER'S EMAIL: [sam@samlawpc.com](mailto:sam@samlawpc.com)

WEBSITE: [www.samlawpc.com](http://www.samlawpc.com)

June 13, 2025

TO: Cedar Rapids Islamic Center a.k.a The Islamic Association of Cedar Rapids Iowa a.k.a. Islamic Center of Cedar Rapids; Moslem National Cemetery a.k.a. Cedar Rapids Muslim Cemetery a.k.a, National Muslim Cemetery; Past and present Board Members/Officers including, but not limited to: Fatima Ingram-Smejkal, Emad Mohammed, Salma Igram, Julie Muchmore, Jordan Saikaly, Hisham Wagdy, Humza Igram, Sameeullah Jung, Kamal Ajram

**FAILURE TO IMMEDIATELY GIVE THIS LETTER NOTICE TO YOUR INSURANCE COMPANY MAY RESULT IN YOUR INSURANCE COMPANY REFUSING TO PROVIDE INSURANCE COVERAGE WHICH (ALONG WITH OTHER FACTORS) COULD ULTIMATELY RESULT IN YOUR PERSONAL/INDIVIDUAL LIABILITY**

**RE: CEMETERY ISSUE**

To the Above Named Entities and Persons:

As noted in the attached Cemetery Deed and Certificate of Ownership which was notarized and signed by Cemetery Representative/Agent Mr. Kamal Ajram on December 9, 2014, my family purchased the six denoted cemetery plots for \$500.00 each while paying consideration of \$1.00 each for an option to purchase 6 additional adjacent plots at the price of \$1,000.00 each. The increased purchase price on the option lots reflected Mr. Kamal Ajram's representation that when he checked with the Board and their attorney for their approval, they insisted that the additional optional plots be increased to \$1,000.00 each as that was the only change Mr. Kamal Ajram noted that the Board and its attorney required. We obviously would not have voluntarily agreed to the price increase unless the Board and their attorney insisted. The optional plots were purchased so that when me, my wife, and children are buried we can be next to my parents and siblings. This signed and Notarized Cemetery Deed and Certificate of Ownership was Recorded at the Office of the Linn County, Iowa, Recorder on December 23, 2014.

My Father, A.H. Sheronick, died on November 9, 2019 and a Memorial Service was held at the Cedar Rapids Islamic Center (CRIC) on December 7, 2019. As I was setting up the projector and rehearsing my eulogy just minutes before the Memorial Service was to start, Board Member Ms. Fatima (Tima) Igram-Smejkal approached me and sternly stated, "We cannot allow the purchase of the optional lots at the Cemetery. We won't allow it." I asked who "we" was to make sure I understood where this was coming from and she replied, "The Board." I was shocked as I was just getting ready to give my Father's eulogy in a few minutes as this was his final send off, if you will. I politely responded that the Board and their attorney had already approved all of this according to Mr. Kamal Ajram, the Board Representative who signed the document in the presence of a notary and it was recorded at the Linn County Recorder's Office years ago. Ms. Smejkal sternly repeated, "The Board won't allow that." Again, I politely repeated what I stated before and excused myself to continue setting up for the Memorial Service. No one ever spoke to me or my family about this issue thereafter.

When my Father's headstone was installed at the cemetery, we also installed on the five additional \$500.00 plots five additional bricks with the words inscribed: "Reserved for the Family of A.H. Sheronick." Six additional bricks were also installed at that time on the six optional plots with the same inscription. All bricks were sunk into the ground on top of each of the individual plots so that they were flush with the ground as this was done to prevent the accidental burial of others on the plots that were purchased and reserved for the family of A. H. Sheronick.

In 2023, *someone* removed all of the embedded and inscribed bricks from the six optional plots while leaving the the remaining five embedded and inscribed bricks in place of the fully purchased plots next to my Father's plot. Stated another way and in hindsight, it is now apparent *someone* was trying to send the message that they were not going to honor the option on the six optional plots.

A very short time later, someone unrelated to our family was buried *diagonally* on the 6 optional plots we reserved such that approximately the middle 4 optional plots now have a non-family member buried on them, making it impossible for me, my wife, and my children (when I finally marry and start a family) to be buried with the rest of the family.

There are thousands of other vacant plots in the Cemetery, yet *someone* (*several someones*) chose to bury a non-related person *diagonally* on our family's plots. The odds of this happening "coincidentally" defies credibility.

As an aside, I spoke with one of my closest friends and colleagues who I have worked with on cases for over a decade, Attorney Nick Rowley, a trial lawyer who has obtained record verdicts in Iowa and most other states as he is appalled at this conduct and thinks any Jury would be as well; he deemed this to be a "horrible" injustice. If this indeed was done intentionally, one can hardly envisage lower or more dishonorable conduct to hurt a dead man and his family who never wished you anything but genuine love and good tidings.

At this point, one of two things happened:

1. The Board made an "honest" "mistake" and now wishes to correct the "mistake" by removing and re-burying elsewhere the body buried on our six optional plots while replacing the six bricks with inscriptions they removed on the six optional plots while assuring this does not happen again and this will end this matter with no request for damages; OR
2. This was no accident: the Board apparently finally realized the Cemetery Deed they approved and signed in 2014 was legally binding, so their "solution" was to remove the 6 inscribed bricks and then directed an unsuspecting family to bury their loved one as a "human shield" diagonally in an effort to "permanently" obstruct our 6 family optional plots, despite their being thousands of other vacant plots where that person could have been buried.

If this is what occurred, no Jury would find the following to all be "coincidences": Board Member Fatima Igram-Smejkal informs me minutes before I was to give my Father's eulogy that "the Board" will "not allow" the optional 6 plots to stand; 6 inscribed bricks are magically removed from the optional plots but not magically removed from the plots fully paid for; and of all the literal thousands of vacant plots where a person could have been buried in this Cemetery, the Board directed that that unrelated person be, "coincidentally," buried diagonally on our family plots so as to accomplish the apparent goal of not honoring the 6 optional family plots. Additionally, if the Entities and Persons named herein decide not to settle this matter pursuant to the agreement below, that will be yet one more obvious indication proving their intent not to honor the Cemetery Deed as it would be simply incredible (as in non-credible) to allege this was all some big "mistake" or "coincidence."

We sincerely hope this is not what happened, but if it is (and we will soon find out as noted below), do folks on the Board really want their legacy to be that they did this to someone and the whole county/world learns of their actions because they left us no alternative but to file a lawsuit which is then public information forever embedded in the internet worldwide? If this is what happened, it will become clear to any Jury that these Board Members *intended* emotional suffering for eternity, or at least until the end of my life expectancy. Even if I never marry, even though I know I will in due time (after all, an Iowa Supreme Court Justice got married and had kids at about my age a few years back) the point is you *intended* to cause me emotional suffering and heartache for every minute of the rest of my life by taking such *intended* actions which you *intended* to be *permanent*.

If this second alternative is what happened (and I certainly hope it is not)—and if you fail to take the remedial action noted by the deadline herein—at that point you have left me with no alternative but to file a lawsuit.

If this second alternative is in fact what happened, you will likely, ironically, and untruthfully treat me as some sort of aggressor while seeing yourselves as “victims” when the opposite is true: I am merely reacting to the situation you *chose* to put me in. Look in the mirror if you wish to blame someone. Moreover, you *knew* I was a capable trial attorney who wouldn’t take this sitting down and you *chose* to create and stir up the hornets’ nest anyway.

If this is what happened, it is almost as though you have some sort of involuntary, compulsive affliction to inflict harm and impose control on me and my family who never gave you anything but love and respect. Sadistic behavior is defined as those who take pleasure in harming others. How could any stable, rational, alleged *Muslim* do this? *How?*

If this was in fact intentional, and if this was only the act of a couple of you, I would urge those who did not participate in the decision to bury someone else on our plots to talk sense into those who seemingly have an involuntary compulsion to hurt me before they drag you into a lawsuit; because of circumstances which will become evident after filing the lawsuit in the course of litigation, I will be legally required to file the suit against all Entities/Persons noted herein.

Some may argue our time to file suit will soon run out; while we disagree since the harm is ongoing (the body is still there on our plots), we will stick by the upcoming deadlines herein to avoid any such erroneous arguments. Accordingly, we cannot give any deadline extensions.

Your insurance policies require you to immediately turn this letter over to your insurance company as the failure to do so can lead to their denying coverage under the terms of virtually any insurance policy. That means, among other things, you would have to hire your own attorneys and then have the risk of having to pay out damages from your own assets given the circumstances which will become evident during the course of litigation.

As an aside, in my practice, I have seen defense attorneys who get paid by the hour give bad legal advice at the onset of a case which makes the defendants we sue believe they have a valid case, only to find out later that they did not have sound defenses and that they are now not only out hourly attorney fees, but they are also out extraordinary damages.

I would like to know what kind of defense attorney and law firm would actually *choose* to interfere with me and my family’s final resting place for a buck despite the valid Cemetery Deed while thinking karma would not catch up with them legally.

Accordingly, *by NOON, June 26, 2025*, to avoid our filing a lawsuit, you must *email* me this letter signed and notarized below in which you agree that *by Noon, July 14, 2025* you will have completed by that time *all* of the following to *my personal* satisfaction: Remove the body buried on my family’s plots and rebury it elsewhere while also having six new bricks inscribed/engraved with the words “Reserved for the Family of

A.H. Sheronick” and embed those bricks flush on the ground on top of the center of each of the 6 optional plots so that others outside of my family will not be buried there in the future while promising none of this will happen again at which time I will consider this matter closed.

If one person represents all Entities/Persons listed below in the Agreement, there will be no need to have each Entity and each person separately sign and email me the Agreement.

If I do not receive by Noon, June 26, 2025 your emailed signature below agreeing to complete to my personal satisfaction all this by Noon, July 14, 2025, you will have left us no alternative but to file a lawsuit requesting removal of the body improperly buried on our family plots while additionally asking for very, very significant damages as noted herein because, among other things, it will be clear by your refusal to correct your actions, such conduct was, among other things, intentionally designed to cause me emotional suffering.

In the alternative, if a representative of all Persons/Entities emails me the signed agreement below by Noon, June 26 BUT you do not completely perform all the requirements to my personal satisfaction by Noon, July 14, 2025, we will at that time file the lawsuit as planned.

If you leave us no alternative but to file this case, it will be tried to a Jury with no opportunity for settlement. You can then try to explain your conduct and “coincidences” to a Jury. This is *American* justice, you’re not in the Old Country anymore.

In summary, you can settle this matter now for a couple hundred bucks to remove the non-family member’s body from our plots without paying damages due to your “mistake,” or you can instead give us no alternative but to file a suit asking for very, very significant damages for your intentional infliction of emotional distress among other things while also paying our attorney fees (slander of title) as well as your attorney fees for your intentional conduct which risks voiding your insurance coverage and coverage of your attorney fees, etc. If you are required to pay your own attorney fees, I could not imagine your attorney fees alone being less than \$100,000.00 and if a defense attorney says otherwise, ask them to guarantee in writing they will not charge you more while also asking them to guarantee you have a good defense that will win under these circumstances. I’ve seen too many defense attorneys working by the hour giving suspect advice to defendants which creates chaos assuring extraordinary legal fees for the attorneys rather than being truthful at the beginning and settling the case before costs and damages hurt their clients.

As an aside, if you leave us no alternative but to file a lawsuit, every time someone searches your name on the internet for eternity, your conduct in the form of this lawsuit will pop up as we have no control over that. Not a very dignified legacy for you all to have for the eternity of the internet. On the other hand, if you are proud of what you did, that should not bother you.

So there’s your choice: pay a couple hundred dollars to remove the body pursuant to the conditions herein and be done with it, or face the risk of extraordinary attorney fees plus very, very significant damages as noted herein, not to mention the embarrassment and dishonor when the public realizes you tried to pull such a sadistic stunt.

This is not a negotiation as you left me no other alternatives. No deadline extensions will be given.

Sincerely,  
SAM SHERONICK LAW FIRM, P.C.



Sam Sheronick

SS/jm. Enclosures: As noted above.



## AGREEMENT

On \_\_\_\_\_ (insert date), I \_\_\_\_\_ (print name), the Duly Appointed Representative of the Cedar Rapids Islamic Center/Cemetery Board and all entities/Persons denoted below, hereby confirm and agree on behalf of such persons/entities, that by Noon, July 14, 2025, they will completely perform all of the following: remove and re-bury elsewhere the body buried on the A.H. Sheronick Family's 6 optional plots and completely fill in the void with top quality black dirt and top quality sod; replace the 6 removed bricks with new ones with the inscription "Reserved for the Family of A.H. Sheronick" and insert those bricks flush in the ground on the center of the 6 optional family plots; additionally agreeing by signing below that no entity or person denoted below will ever in any manner do anything to harm, alter, destroy, desecrate, damage, demean, deface, hide/obscure, etc. the plots/graves/headstones/flowers, sod/grass, etc. concerning the A.H. Sheronick family's 12 plots noted in the Cemetery Deed filed at Book 9138, Pages 287-288 and recorded on December 23, 2014 at the Office of the Linn County, Iowa Recorder; and by signing below further assuring the maintenance crew will no longer drive lawn tractor tires over any cemetery headstone (including the Sheronick's) again as they have done repeatedly in the past. The Board understands that if such work is not completed by noon July 14, 2025, in a manner personally satisfactory to Sam Sheronick, the entities and persons denoted below understand this offer is off the table as a lawsuit will be filed at that time without further notice as noted above in this letter.

Signature, Individually and as the Duly Appointed  
and Legally Binding Representative of:

Print Name

Cedar Rapids Islamic Center a.k.a. The Islamic Association of Cedar Rapids Iowa a.k.a. Islamic Center of Cedar Rapids; Moslem National Cemetery a.k.a. Cedar Rapids Muslim Cemetery a.k.a. National Muslim Cemetery; Past and present Board Members/Officers including, but not limited to: Fatima Ingram-Smejkal, Emad Mohammed, Salma Igram, Julie Muchmore, Jordan Saikaly, Hisham Wagdy, Humza Igram, Sameeullah Jung, Kamal Ajram

STATE OF IOWA, LINN COUNTY) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me the undersigned Iowa Notary Public appeared \_\_\_\_\_ (insert name) who confirmed to me that they are the same person(s) known personally to me who subscribed, affirmed, and swore under oath that they voluntarily signed this Agreement while further representing they are the duly appointed and legally binding representative of all entities/persons named herein and that this Agreement was signed as their voluntary act and deed individually and behalf of all persons and entities denoted herein, further confirming under oath that an emailed or facsimile of their notarized signature shall have the same force and legally binding effect as their original signature.

(SEAL)

\_\_\_\_\_  
Iowa Public Notary

Doc ID: 021506390002 Type: GEN  
 Recorded: 12/23/2014 at 03:33:33 PM  
 Fee Amt: \$12.00 Page 1 of 2  
 Revenue Tax: \$0.00  
 Linn County Iowa  
 JOAN MCCALPANT RECORDER

EK 9138 PG 287-288

Preparer Information/Return to: A.H. Sheronick, 4800 Millbrook Court NE, Cedar Rapids, IA 52411

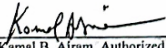
**CEMETERY DEED AND CERTIFICATE OF OWNERSHIP**

Know All Men by These Presents that the Moslem National Cemetery a.k.a. Cedar Rapids Muslim Cemetery a.k.a. National Muslim Cemetery (hereinafter collectively referenced as "Cemetery" and "GRANTOR"), located at the following legally described property LANDS (LESS ST) W 658' ON N LN BNG 659.4' ON S LN S 240' N 669' ON W LN BNG S 240' N 664.23' ON E LN SW NW STR/LB 34 83 7, also legally described as: That part of the SW ¼ NW ¼ Section 34-83-7, Linn County, described as follows: Beginning at the NW corner of said SW ¼ NW ¼; thence East 654.9 feet; thence South 663 feet; thence West 659.4 feet; thence North 669 feet; to the point of beginning, excepting the South 240 feet and excepting the public highway, does hereby forever convey in perpetuity the following burial plots/lots to Ahmed H. Sheronick, Ghannia H. Sheronick and their descendants, heirs, beneficiaries, assigns and/or family members (collectively referenced herein as "GRANTEES") for the sum of \$3,006.00 (Three Thousand Six Dollars) which the undersigned hereby acknowledges as having been received and paid in full for the following Lots/Plots located in the above-described Cemetery: Six (6) Cemetery lots/plots numbers 80, 81, 82, 83, 84, and 85 as denoted in the attached map of that Cemetery at the price of \$500.00 each plus an additional \$1.00 is hereby paid in consideration for the option for Ahmed Sheronick, Ghannia Sheronick, or their heirs, assigns, decedents, and/or family members ("GRANTEES") to purchase plots/lots 47, 48, 49, 50, 51, and 52 as noted in the attached map for the price of \$1,000.00 per plot/lot irrespective of when such optional lots/plots are purchased in the future as GRANTOR hereby agrees not to transfer, assign, convey, etc. such lots without the prior written consent of ALL LIVING GRANTEES.

GRANTOR hereby covenants and agrees that it will forever WARRANT AND DEFEND the title to said premises exclusively unto GRANTEES as GRANTOR further covenants and agrees it will in perpetuity through the end of time take every effort to assure the Cemetery fully maintains, fully repairs, and fully protects said plots/lots denoted herein (as well as the Cemetery denoted herein) in a top quality manner using best efforts and best practices at all times

IN TESTIMONY WHEREOF, said Cemetery/GRANTOR acknowledges receipt of payment in full from GRANTEES as Cemetery/GRANTOR hereby caused this instrument to be signed by its duly authorized agent, Kamal B. Ajram.

GRANTOR: Moslem National Cemetery  
 a.k.a. Cedar Rapids Muslim Cemetery  
 a.k.a. National Muslim Cemetery Seller:

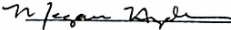
  
 Kamal B. Ajram, Authorized Agent with Full  
 Binding Authority to bind GRANTOR

Dec 9-14  
 Date


STATE OF IOWA, COUNTY OF LINN) ss.

On this 9th day of DECEMBER, 2014 before me, the undersigned Notary Public in and for Linn County, State of Iowa, personally appeared Kamal B. Ajram, who represented he is the authorized agent for GRANTOR Moslem National Cemetery a.k.a. Cedar Rapids Muslim Cemetery a.k.a. National Muslim Cemetery and that he and GRANTOR executed this instrument as their voluntary act and deed.

(SEAL)

 Notary Public



 12/11/14

SS EXHIBIT-2-000000006

# MOSLEM NATIONAL CEMETERY

CEDAR RAPIDS, IOWA

SCALE 1" = 10'

REVISED JULY, 1966, 10-25-81

## DESCRIPTION

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 OF SECTION 34-28-77 AND POINT BEING 30 FEET EAST OF THE SOUTHWEST CORNER OF SAID NW 1/4 SW 1/4, NW 1/4 OF SAID SECTION, HENCE EAST ALONG THE SAID SOUTH LINE 251.3 FEET, THENCE DUE NORTH 200.0 FEET, HENCE 1/4 WEST 155.6 FEET TO THE EAST LINE OF DOWLING STREET, THENCE SOUTH 114.8 FEET TO THE PLACE OF BEGINNING.

○ DENOTES IRON PIPE

HALL ENGINEERING COMPANY  
224 25TH STREET DRIVE S.E.  
CEDAR RAPIDS, IOWA

I, M. A. HALL, PROFESSIONAL ENGINEER  
AND LAND SURVEYOR, CERTIFY THE ABOVE  
CORRECT TO MY BEST KNOWLEDGE AND BELIEF.

251.3' ± 1/1001

Kam Adams

Abdul H. Shanon

DRIVE

WATER PILET

