

380 / 700

\$1000

No. 967

MUTUAL FIRE INSURANCE COMPANY

IN MONTGOMERY COUNTY.

Whereas, James Clark has become a member of the MUTUAL FIRE INSURANCE COMPANY IN MONTGOMERY COUNTY, agreeably to the Act of Incorporation, Constitution, and By-Laws thereof, and has passed and Issued to the said Corporation his Note of hand dated July 1st 1875 for the sum of Eighty Dollars, payable on demand, and bearing interest at such rate as may be fixed by the Board, not exceeding six per centum per annum, the receipt whereof is hereby acknowledged: Now be it known, That in consideration thereof, THE PRESIDENT AND DIRECTORS OF THE MUTUAL FIRE INSURANCE COMPANY IN MONTGOMERY COUNTY do hereby insure the said James Clark his Executors, Administrators, or Assigns, agreeably to the terms and conditions of the said Company hereto annexed, to the amount of One Thousand Dollars, against all Loss or Damage by Fire that may happen at any time after the date hereof to the property herein described so long as the terms and conditions hereto annexed are complied with. or until canceled by order of the company

One Thousand Dollars on Dwelling House Stone
Situated on Frederick Road near Elliott City.

Reference being had to the application of the said James Clark for a more particular description, and forming part of this Policy.

And it is hereby declared, That the Estates and Securities of the said MUTUAL FIRE INSURANCE COMPANY shall be and remain forever subject and liable to pay, make good, and satisfy unto the said James Clark his Heirs, Executors, Administrators, or Assigns, all such Loss or Damage, not exceeding the aforesaid sum of One Thousand Dollars, as above expressed, which may at any time hereafter happen by reason or by means of Fire to the property herein before described; unless the said Company shall, within ninety days after the proof of such damage or loss, proceed to repair, rebuild, or replace the same, in as good order, condition, and quality as it was before it was so injured by fire; or shall pay such an amount, not exceeding the aforesaid sum of One Thousand Dollars, as above expressed, as may be agreed on between the Company and the Assured, or as shall be ascertained by arbitrators indifferently chosen.

And it is hereby agreed and understood, That whenever the said Company shall pay for any Loss or Losses by Fire on the property above described the full sum above insured, either in one or more payments, or shall repair, rebuild, or replace the same, the cost or costs of which shall amount in the aggregate to the aforesaid full sum insured, that then this Policy of Insurance, and every clause, matter, and thing herein contained, shall be utterly null and void, and of none effect either in law or equity.

In witness whereof, The said Company have caused their common Seal to be affixed to these Presents, and the same to be signed by their President, and attested by their Secretary, this First day of July in the year of our Lord One Thousand Eight Hundred and Seventy Five.

ATTEST:
Robert R. Moore Secretary.
Edw. Stabler President.

TERMS AND CONDITIONS OF INSURANCE.

I.—Every person making an Insurance, shall pay for each policy issued to him, her or them, the sum of one dollar, (or fifty cents, when the amount insured is less than one thousand dollars) and shall give him, her or their promissory note by way of premium, payable on demand, and bearing interest at a rate fixed by the Board of Directors, not exceeding six per cent. per annum, and drawn for a sum which shall be a certain percentage on the amount of Insurance, according to the table of rates established by the Board.

II.—Payment of the promissory notes given for premiums shall be liable to be demanded, either wholly or in part, whenever and as often as the President and Directors may determine, for the purpose of paying losses by fire, not exceeding, for any one assessment, the amount of said notes.

III.—In case of cancelling an Insurance, or of the termination of a risk, the premium note or notes for such Insurance as may be cancelled or shall have terminated, shall be returned to the party whose Insurance shall be so cancelled or terminated, and the Policy shall be returned to the Secretary of the Company.

IV.—Any policy of Insurance may be transferred or assigned by obtaining the consent of the Secretary, and any transfer or assignment made without such consent expressed in writing, shall cause a forfeiture of all benefit that might otherwise be derived from the Policy.

V.—If any property insured by this Company shall be already insured, or shall be hereafter insured by any other Company or Companies, or individual or otherwise, such Insurance or Insurances must be made known to this Company, and endorsed on the Policy, or acknowledged in writing; or otherwise the Policy of this Company shall be void. And in case of any other Insurance or Insurances on the property insured by this Policy, it is expressly declared, that in case of loss or damage by fire, the Insured shall not be entitled to recover from this Company any greater proportion of the loss sustained, than the amount insured by this Company, shall bear to the whole amount of the Insurances on the property so damaged or destroyed. The Company will not be answerable for loss of property by theft at the time of the fire.

VI.—The Company shall not be liable to pay for any loss or damage by fire, happening in consequence of an invasion, civil commotion, riot, or any military or usurped power whatsoever, or from any locomotive engine.

VII.—In case of loss or damage by fire on any property insured by this Company, it shall be the duty of the Insured, or his or her representative, to give notice thereof to the Secretary of the Company, and at the next meeting of the Board to submit a written statement of his, her, or their loss, attested by sufficient proofs, within ninety days; and when the claim shall be adjusted, either by mutual agreement or by arbitration, the Board of Directors shall proceed to take the necessary steps to pay the same within ninety days after such adjustment, (or sooner if practicable,) or to reinstate the party insured, at their discretion.

VIII.—In case of any material increase of risk to the property insured by this Company, from a more hazardous building erected either by the Insured or any other party, such increase of risk must be notified to the Company and written permission therefor be obtained from the President or Secretary, for which such charges as may be proper must be paid. All material alterations in, or additions to, buildings, or change of business to one on which there is a higher rate of premium, shall vitiate the Policy issued on the same, unless, before such change is made, it shall be notified to the President or Secretary in writing, and shall be approved by them.

IX.—THE ALIENATION OF TITLE OR CHANGE OF OWNERSHIP OF THE INSURED PROPERTY, SHALL MAKE VOID ANY POLICY ISSUED BY THIS COMPANY, UNTIL SUCH CHANGE OR ALIENATION SHALL BE NOTIFIED TO THE EXECUTIVE OFFICERS OF THE COMPANY, AND THEIR CONSENT THERETO, SHALL BE OBTAINED IN WRITING.—NO INSURANCE WILL BE MADE, OR BE VALID, WHERE A STOVE-PIPE PASSES THROUGH THE SIDE-WALL, OR ROOF, OF ANY BUILDING. ASHES SHALL NOT BE KEPT NEARER THAN TWENTY-FIVE YARDS TO INSURED BUILDINGS, UNLESS IN BRICK OR STONE ASH-HOUSES.

X.—It is hereby expressly declared, under the special authority conferred on this Company by the eleventh section of its charter, that in default of payment in advance of the annual interest on all premium notes given to and held by this Company, within Thirty days after the first Monday in January in each and every year, the Policy or Policies of such defaulting member or members shall be suspended and not be considered as binding on the Company until payment of the said interest be well and truly made; but such defaulting member or members shall, until the Policy be canceled, remain bound for any contribution or contributions that may in the meantime be assessed on the members of the Company by the Board of Directors thereof.

AND IT IS ALSO AGREED, that this Insurance is not to apply to or cover any books of accounts, written securities, deeds or other evidences of title to lands, nor to bonds, bills, notes, or other evidences of debt, nor to money or bullion, nor to jewels, medals, pictures, family paintings, sculpture or statuary. Libraries, wearing apparel, musical instruments and plate may be insured if particularly mentioned in the application.

AND IT IS ALSO AGREED, that this Policy is made and accepted, subject to the provisions of the Act of Incorporation and By-Laws of the said Company, which are to be used to explain or ascertain the rights and obligations of the parties hereto, in all cases not herein otherwise provided for.

CANCELLED.
No. 7967 POLICY.

MUTUAL INSURANCE COMPANY OF
MONTGOMERY COUNTY.

James Clark

Premium Note - - - \$ 80
Policy, &c. - - - - \$ 2.86

FEB 7 1889

Amount Insured - - - \$ 1000

Amount of Interest due Annually, \$ 4.80

Cancelled Premium Note
Returned by Mail