

AMOUNT OF PREMIUM NOTE.

\$ 100.

AMOUNT OF INSURANCE.

\$ 1,000.

THIS POLICY

No 39922

OF THE

Mutual Fire Insurance Company

OF MONTGOMERY COUNTY, MARYLAND.

Witnesseth, Whereas, O. Devin Warfield ha become a member of the MUTUAL FIRE INSURANCE COMPANY OF MONTGOMERY COUNTY, MARYLAND, agreeable to the Act of Incorporation, Constitution and By-Laws thereof, and ha passed and Issued to the said Corporation his Note of hand, dated MAR 25 1901, for the sum of \$ 100. payable on demand, and bearing interest at such rate as may be fixed by the Board of Directors, not exceeding six per cent. 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 OF MONTGOMERY COUNTY, MARYLAND, do hereby insure the said O. Devin Warfield Executors, Administrators or Assigns, agreeably to the terms and conditions of the said Company hereunto annexed, to the amount of One Thousand Dollars, against all Loss or Damage by Fire or Lightning, 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.

\$ 800. - Dwelling House.
 150. - " Stable, Hay barn, Carriage & Car house Combined.
 1000. - Situate in Lisbon, Howard Co., on N. side of Pike.

Reference being had to the Application of the Assured for a more particular description, and forming a part of this Policy.

And it is hereby declared, That all the Estates and Securities of the said MUTUAL FIRE INSURANCE COMPANY OF MONTGOMERY COUNTY, MARYLAND, shall be and remain forever subject and liable to pay, make good and satisfy unto the said Assured, his Heirs, Executors Administrators or Assigns, all such Loss or Damage not exceeding the aforesaid sum of \$ 1,000. as above expressed, which may at any time hereafter happen by reason or by means of Fire or Lightning to the property hereinbefore described, (provided all the terms and conditions of insurance have been complied with as aforesaid); 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 Lightning; or shall pay such an amount, not exceeding the aforesaid sum of \$ 1,000. above expressed, as may be agreed upon between the Company and the Assured, or as shall be ascertained by arbitrators impartially chosen.

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 Twenty fifth day of MARCH, in the year of our Lord, One Thousand Eight Hundred and NINETEEN HUNDRED AND ONE.

ATTEST:

Allan Farquhar, Secretary.

E. P. Thomas President.

TERMS AND CONDITIONS OF INSURANCE.

1. Every person making an Insurance shall give his, her, or their premium note payable on demand, 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; said note to be held as security for the payment of any assessment that may be made on the members, and not to be used for any other purpose whatsoever.

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

3. BY THE CHARTER THE COMPANY HAS THE RIGHT TO CANCEL ANY POLICY OF INSURANCE, WHENEVER DEEMED TO THE INTEREST OF THE COMPANY TO DO SO; and any member may surrender his Policy at any time and withdraw from the Company, by applying to the Secretary and paying any arrearages that may be due the Company.

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

4. 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.

5. THIS ENTIRE POLICY, UNLESS OTHERWISE PROVIDED BY AGREEMENT INDORSED HEREON, OR ADDED HERETO IN WRITING, SHALL BE VOID IF THE ASSURED NOW HAS, OR SHALL HEREAFTER MAKE OR PROCURE ANY OTHER CONTRACT OF INSURANCE, WHETHER VALID OR NOT, ON PROPERTY COVERED IN WHOLE OR IN PART BY THIS POLICY.

And it is further agreed that in case there should be any other Insurance made as aforesaid on the property hereby insured, whether prior or subsequent, the assured shall be entitled to recover on this Policy no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon, whether valid or not.

6. Whenever this Company shall pay any loss, the Assured agrees to sign over all his rights to recover satisfaction therefor from any other person or persons, Town or other Corporations, or to prosecute therefor at the charge and for the account of this Company, if requested.

7. 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; nor for loss of property by theft at the time of fire; nor for loss where fire is used in Tobacco Houses.

8. The Company shall not be liable to pay for any loss or damage by fire from any locomotive or steam engine or steam works, unless such steam engine or works be specially mentioned in the Application and a rate fixed therefor.

Conditions and restrictions to be observed by the Assured, where the privilege of using portable steam power for farm purposes has been granted by the Policy:

First. Except for necessary kindling, coal shall be the only fuel used, and no litter or straw shall be allowed to collect within ten feet of the furnace.

Second. A sparic-arresting screen or cap shall cover the smoke-stack while fire is in the furnace, and all reasonable means of safety shall be used, and all shall be in good condition.

Third. At least five pails of water shall be kept close at hand while fire is in the furnace, and a competent watchman shall always be in attendance until it shall be extinguished.

The non-observance of these conditions shall render this Policy void.

9. In case of increase of risk to the property insured by this Company, from a more hazardous building erected by the Assured or by any other party, or from any other cause, 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 fixed must be paid. Alterations in, or additions to buildings, or change of business to one on which there is a higher rate of premium, or removal of personal property from where it is insured, 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 either of them.

10. 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 THEREFOR SHALL BE OBTAINED IN WRITING.

11. No insurance shall be made or be valid when a stove-pipe passes through the roof, or through the side wall unless it passes into a flue and is properly secured. Nor when the building contains a fire-clay flue, glazed or unglazed, unless surrounded with brick, laid flat. No stove-pipes shall enter flues from the bottom. No unbleached ashes shall be kept in wooden vessels nearer than 30 feet to the insured buildings, unless in brick or stone ash-house. All fire or chimney-boards must be of metal.

12. It is agreed that this insurance is not to apply to or cover any books of accounts, written securities, deeds or other evidences of debt; nor to money or bullion. Libraries, wearing apparel, musical instruments, plate, jewelry, pictures, medals, sculpture or statuary and family stores may be insured, if particularly mentioned in the Application and separately valued.

13. The workings of carpenters or other mechanics in building, enlarging, altering, or repairing a building insured or containing property insured, for a period of over five days in any one year, will vitiate this Policy, unless written permission be obtained from this Company.

14. If a building shall fall, except as a result of fire, all insurance by this Company on it shall immediately cease and terminate.

15. This Company will be liable for loss or damage sustained by LIGHTNING, whether fire ensues or not, and Live Stock (when insured) will be covered by this Policy against loss by lightning wherever this Company insures property. Provided, however, if there shall be fire only, then in case of loss or damage by lightning this Company shall be held liable for such proportion only as would have been its pro rata share had all existing Policies covered concurrently against loss by lightning.

16. When a loss from Live Stock being struck by lightning is reported, and the Company is not fully satisfied that the death or injury was caused by lightning, the Assured shall have the option of employing a competent veterinary surgeon at his own expense; if the surgeon's report is not conclusive and satisfactory, not more than half the claim shall be paid.

17. It is hereby expressly declared, under the special authority conferred on this Company by the eleventh section of its Charter, that in default of the payment in advance of the annual interest due January 1st, on or before 12 o'clock noon on the thirty-first day of January in each and every year, on all premium notes given to and held by this Company, 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.

18. If fire occur the Assured shall give immediate notice of any loss thereby in writing to this Company, shall protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, make a complete inventory of the same, stating the quantity and cost of

each article and the amount claimed thereon, and shall render a statement to this Company, signed and sworn to by said Assured, stating his knowledge and belief as to the time and origin of the fire; the interest of the Assured and all others in the property; the cash value of each item thereof and amount of loss thereon; all encumbrances thereon; all other insurance, whether valid or not, covering any of said property; and when a building is burnt or damaged, shall, if required by the Company, procure and furnish the duly verified certificate of some competent and responsible builder as to the actual cash value of the building immediately before the fire. 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 to reinstate the party insured, at its discretion.

19. And whenever required, the Assured or person claiming shall produce and exhibit the books of account, bills of purchase, or receipts and other vouchers, to the insurers or their specially authorized Agent, in support of the claim, and permit extracts and copies thereof to be made. And also exhibit to any person or persons named by this Company, and permit to be examined by them, any property damaged on which any loss is claimed. And shall also, if required, submit to an examination or examinations under oath, by the Agent or Attorney of this Company, and answer all questions touching his, her, or their knowledge of anything relating to such loss or damage, and subscribe and make oath to such examination, the same being reduced to writing. And until such proofs, examinations, declarations, certificates and exhibitions are produced, and permitted by the claimant (when required) as above, the loss shall not be payable.

20. In the event that the Assured is not satisfied with the adjustment of the loss or damage made by the Board of Directors, the same shall be submitted to three arbitrators (who may be members of the Company), one of whom shall be selected and paid by the Assured, one by the Company, and these two to choose the third, who shall be paid equally by the Company and the Assured. Where a building is involved, two of the arbitrators must be competent builders. The award of the three arbitrators so chosen, or any two of them, shall be final in determining the amount of loss or damage to be paid.

21. When property insured by this Company is damaged by removal from a building in which it is exposed to loss by fire, said damage shall be borne by the Assured and the Company in such proportion as the whole sum insured bears to the whole value of the property insured, of which proof in due form shall be made by the claimant.

22. No repairs or alterations in the premises shall be made after a fire until notice is given to the Company and they have had an opportunity to view and examine, unless necessary to prevent further damage.

23. This Company shall not be liable beyond the actual cash value of the property destroyed or damaged, which shall in no case exceed what would be the cost to the Assured at the time of the fire of replacing the same; and in case of the depreciation of such property from use, location or other cause, a suitable deduction from the cash cost of replacing shall be made to ascertain the actual cash value.

24. Any fraud or false swearing by the Assured, touching any matter relating to this insurance or the subject thereof, whether before or after the loss, shall void this policy.

25. It is agreed that when brick or stone foundations have entered into the Agent's estimate of the value of an insured building, and when such foundations or parts thereof are left after a fire in such condition as to be used again, a valuation shall be fixed therefor and the same deducted from the amount of loss to be paid.

26. And it is agreed that this Policy is made and accepted subject to the provisions of the Act of Incorporation, By-Laws and Rules of this 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.

* If the title to the property has changed, fill in with Transfer; if intended as Collateral Security, fill in with Assign.

For value received, I, hereby* transfer and set over unto Hezekiah W. Snyder and his assigns, all of my interest in the above policy of insurance

Witness MY hand and seal this fifteenth day of December, 1915.

TEST:

Sam W. Warfield
SEAL SEAL

APPROVED

Secretary.

For value received, hereby* and set over unto and assigns,

Witness hand and seal this day of

TEST:

SEAL SEAL
APPROVED

Secretary.

See Lisbon
Policy No. **39922**

MUTUAL FIRE INSURANCE COMPANY OF
MONTGOMERY COUNTY, MD.

Edwin Warfield
Policy, &c., to January
1st, 1902 - - - \$ 4.06
FEB 16 1916

Premium Note, - - \$ 100.-
(Lisbon)
Amount Insured, - \$ 1,000.-

Cancelled Premium Note Returned By Mail.
DEC 20 1915

EDITION I—Nov., 1898.
4,000.

Address all communications to the Company, at
Sandy Spring P. O., Montgomery County, Maryland,
and *always* give the number of your Policy.

The Sun Printing Establishment, Baltimore.