

\$ 412.

\$ 2,060.

THIS POLICY

No. 58870

OF THE

Mutual Fire Insurance Company

OF MONTGOMERY COUNTY, MARYLAND

Witnesseth, Whereas,

MONTGOMERY COUNTY BOARD OF EDUCATION haVO become member S of the MUTUAL FIRE INSURANCE COMPANY OF MONTGOMERY COUNTY, MARYLAND, agreeably to the Act of Incorporation, Constitution, By-Laws, and Rules there- of, and ha VO agreed to pay said Company annually on or before January 31st, a premium not exceeding six per cent of the premium basis of \$ 412. during the life of this contract, as said premium may be fixed by said Company.

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 Board of Education, their Executors, Administrators, or Assigns, agreeably to the Charter, By-Laws, and Terms and Conditions of Insurance hereunto annexed, to the amount of TWO THOUSAND & SIXTY - Dollars, against all Loss or Damage by Fire or Lightning, that may happen at any time after the date hereof to the following described property while located as stated herein and not elsewhere, so long as the By-Laws and Rules of the Company and the Terms and Conditions of Insurance hereunto annexed are complied with by the Assured, or until cancelled.

- \$500. On School House No.1 (Colored) Seneca,
90. " Furniture in "
50. " Books "
500. " School House No.2 (Colored) Germantown,
90. " Furniture in No.2.
50. " Books "
500. " School House No.3 (Colored) Quince Orchard,
90. " Furniture in "
50. " Books "
90. " Furniture in School House No.4 (Colored) Travilah,
50. " Books "
\$2,060. Situate E. D. No.6.

Reference being had to the Application of the Assured for a more particular description, said Application 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, their Heirs, Executors, Administrators, or assigns, all such Loss or Damage not exceeding the aforesaid sum of \$ 2,060. as above expressed, which may at any time hereafter occur from Fire or Lightning to the property hereinbefore described (provided all the Terms and Conditions of Insurance and the By-Laws and Rules of this Company 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 amount, not exceeding the aforesaid sum of \$ 2,060. above expressed, as may be agreed upon between the Company and the Assured, or as shall be ascertained by arbitrators chosen in accordance with Section 22 of the Terms and Conditions of Insurance annexed.

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 Seventh day of December, in the year of our Lord Nineteen hundred and Seventeen.

ATTEST:

Ellen Ferguson Secretary E.P. Thomas President

TERMS AND CONDITIONS OF INSURANCE.

1. THE COMPANY HAS THE RIGHT BY ITS CHARTER TO CANCEL ANY POLICY OF INSURANCE WHENEVER DEEMED TO BE IN 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.
2. This policy shall become void if transferred or assigned without the written consent of an executive officer of this company; with such consent it may be assigned or transferred.
3. THIS ENTIRE POLICY, UNLESS OTHERWISE PROVIDED BY AGREEMENT ENDORSED HEREON, OR ADDED HERETO IN WRITING, SHALL BE VOID IF THE ASSURED NOW HAS OR SHALL HEREAFTER OR CURRENTLY HEREWITH, MAKE OR PROCURE ANY OTHER CONTRACT OF INSURANCE, WHETHER VALID OR NOT, ON PROPERTY COVERED IN WHOLE OR IN PART BY THIS POLICY.
NO representative of this company is authorized to waive this condition, and the assured hereby stipulates and agrees in consideration of the issuance of this policy that he has that he will hold himself estopped in law and in equity from pleading waiver thereof by any such representative.
And it is further agreed in case there should be any other insurance made or existing with the consent of this company 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.
If there be in existence at the time of any loss hereunder any other policy or policies of insurance, whether valid or not, on property hereby insured made and existing with the valid consent of this company, and such other policy or policies shall cover other property as well as property hereby insured, then the liability under this policy as to property concurrently covered by it and such other policy or policies shall be such proportion of the loss on the property so concurrently insured as the amount hereby insured thereon is of the entire amount insured thereon.
And the same rule of ascertainment shall apply when the policy of this company covers property insured in another company, and also other property, and does not specify the amount of insurance on the destroyed or damaged property concurrently insured.
4. The company shall not be liable to pay for any loss or damage by fire happening in consequence of any invasion, commotion, riot, or any civil, military, or usurped power whatsoever; nor for loss of property by theft; nor by neglect of the insured to use all reasonable means to save and preserve the property at and after a fire, or when the property is endangered by fire in neighboring premises; nor for loss or damage caused by explosion unless fire ensue, and then for the loss by fire only. When property is endangered by approaching fire the assured shall use reasonable diligence to protect it. Upon his failure to do so, if loss occur, this company shall not be liable.
5. If this policy covers insurance upon a tobacco house, or its contents, the said insurance shall be void if fire is used in said house. If the policy covers insurance on any building (or contents thereof), the chimney of which is not constructed of brick laid flat, or of stone, and built from the ground, the said insurance shall be void.
No exposed light, such as a lamp or candle not enclosed, shall be taken into or used in any outbuilding hereby insured. Any violation of this provision shall render this policy void.

6. And 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 authority for the use of such locomotive, steam engine, or steam works be specially named by the company in the application and a rate fixed therefor; and if a steam engine is used or permitted to come upon or near the insured property without the consent of the company as above having been secured, this policy shall be void as to all insured property within sixty yards of said engine during the time such engine is so used or permitted upon or near the property, and for three hours thereafter.
CONDITIONS AND RESTRICTIONS TO BE OBSERVED BY THE ASSURED WHERE THE PRIVILEGE OF USING PORTABLE STEAM POWER FOR FARM PURPOSES HAS BEEN GRANTED:
First. When there is fire in the furnace of the boiler, the engine shall not be located nearer than twenty-five feet to any building or stack. Where this is impracticable, permission for a special steam privilege must be obtained from an executive officer of the company, and an extra rate be paid therefor.
Second. Except for necessary kindling, coal shall be the only fuel used, and no litter or straw shall be allowed within fifteen feet of the furnace.
Third. A spark arresting screen or cap shall cover the smokestack, or some other approved spark arrester shall be used while fire is in the furnace, and all reasonable means of safety shall be employed; and all appliances shall be in good condition.
Fourth. At least fifteen gallons of water shall be kept in buckets or other vessels capable of convenient handling, and of ready access within fifteen feet of the boiler while fire is in the furnace; and a competent watchman shall always be in attendance until the fire shall be extinguished.
THE NON-OBSERVANCE OF THESE CONDITIONS SHALL RENDER THIS POLICY VOID as to all insured property within sixty yards of said engine, or where fire actually occurs from said engine.
7. In case of increase of risk to the property insured by this company, by act of the insured or any other person or otherwise, such increase of risk must be notified to the company and written permission therefor be obtained from an executive officer of the company, for which such charges as may be fixed must be paid, otherwise the policy shall be ipso facto void.
8. Alterations in or additions to buildings; or change in the use of, or the business conducted in, insured buildings to a use or business on which there is a higher rate of premium shall vitiate the policy issued on the same, unless, before such alteration, addition or changes are made, notice in writing shall be given to an executive officer of this company of the alterations, additions or changes proposed, and shall be approved by him.
9. ANY ALIENATION OF OR CHANGE IN TITLE OR INTEREST BY WHICH THE TITLE OR INTEREST OF THE INSURED IN THE PROPERTY HEREBY INSURED IS QUALIFIED OR DECREASED SHALL RENDER THIS POLICY VOID UNTIL SUCH ALIENATION OR CHANGE SHALL BE NOTICED TO THE COMPANY AND ITS CONSENT HERETO OBTAINED IN WRITING.
No representative of this company is authorized to waive this condition; and the assured hereby stipulates and agrees that he has knowledge of this condition, and that he will hold himself estopped in law and equity from pleading waiver thereof by any such representative.
10. No insurance will be made, and if made, it shall not be valid, on a building or its contents where a stovepipe passes through any part thereof unless it passes, with an elbow, into

a flue, through the side of the flue, and is secured with an earthen collar or metallic cylinder at the point of entrance into the flue, and at each and every place of passage through any part of the building, by stone, terra cotta, brick, or other non-combustible material, and shall at all points of entrance into the building or any part thereof be perfectly and properly secured in place, nor when the building contains a fire clay flue, unless surrounded with bricks laid flat; nor when a stovepipe enters a flue from the bottom; nor if flue holes are not closed with metal caps when not in use.
No insurance on a building or its contents will be valid if a fire or chimney board constructed of other material than metal be used in the building insured or sheltering the insured property; or if uncleaned ashes be kept nearer than thirty feet to any building unless in brick or stone ash house.
11. If a building shall fall, except as the result of fire, all insurance by this company on it and its contents shall immediately cease.
12. Any incumbrance on the property hereby insured, existing at the time of issuing this policy, must be assented to by this company through an executive officer of this company; otherwise the policy shall be void.
13. If any dwelling house hereby insured be or become vacant or unoccupied and so remain for thirty days, the insurance on said building and its contents shall become void unless otherwise provided by agreement endorsed on the policy or added thereto.
14. 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 make this policy void.
15. If this company shall claim that the loss was caused by reason of the wrongful act of any person or persons, town, or other corporation, public or private, the insured agrees to assign to this company all, or so much as shall be equal to the loss payable by this company, of his claim or right of action against such person or persons or corporation for such wrongful act as a condition precedent to the right of the insured to demand payment under this policy.
16. It is agreed that this insurance is not to apply to or cover any books of account, bills, currency, deeds, evidences of debt, money, notes or securities, bonds, bullion, casts, curiosities, drawings, dies, manuscripts, or model patterns. Libraries, wearing apparel, musical instruments, plate, jewelry, pictures, medals, sculpture or statuary, family ores, or store, furniture and fixtures may be insured if particularly mentioned in the application and separately valued, but otherwise they are not.
17. 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 other insurance on said property which shall cover against loss by fire only, then in case of loss or damage by lightning this company shall be liable for such proportion only as would have been its pro rata share had all existing policies covered concurrently against loss by lightning.
18. When a loss of live stock by lightning is reported and the company is not fully satisfied that the loss was caused by lightning, the company shall have the right to make the assured a compromise offer of settlement. If the assured shall decline the said compromise offer he shall employ at his own expense a competent veterinary surgeon to examine the animal and report his opinion as to the cause of the death. If the surgeon's report is not conclusive and satisfactory to the company, (NOT MORE THAN ONE-HALF OF THE INSURANCE) shall be paid. (OVER)

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

For Value Received... hereby\*... and set over unto... assigns, ... day of... 191... [SEAL]

Secretary

For Value Received... hereby\*... and set over unto... assigns, ... day of... 191... [SEAL]

Secretary

TERMS AND CONDITIONS OF INSURANCE-CONTINUED
19. It is hereby expressly provided that in default of the payment of the annual premium...

20. If fire occur, the assured shall give immediate notice of any loss thereby in writing to his agent...

21. In the event that the assured declines the adjustment of the loss or damage proposed by the company...

22. The working of carpenters or other mechanics in, or in addition to, enlarging, altering, or repairing any building...

23. The having or keeping of gasoline in quantities of over one gallon, or the having, using, or keeping of any building...

APPROVED TO DO BUSINESS IN THE STATE OF MARYLAND.
Wm. Mason Shepley
INSURANCE COMMISSIONER

6. D. 17-1-4
CANCELLED DEC 22 1924
READ YOUR POLICY CAREFULLY

Policy No. 58870
MUTUAL FIRE INSURANCE COMPANY
OF MONTGOMERY COUNTY, MD.

MONTGOMERY COUNTY
BOARD OF EDUCATION
Annual Liability - \$8.24

Premium Basis - \$412.

Amount Insured - \$2,060.

This is a reconstruction of part of Policy #45839, which has been cancelled.

EDITION R-AUGUST, 1917-2,000
Address all communications to the Company at Sandy Spring P. O., Montgomery County, Maryland, and always give the number of your Policy.
Franc. E. Shepley, Printer, Washington, D. C.