

Duplicate December 16th 1869.

No. *2797*

\$ *2300*

MUTUAL FIRE INSURANCE COMPANY

IN MONTGOMERY COUNTY.

Whereas *Oliza Hayes* 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 *Her* Note of hand dated *August 12th 1864* for the sum of *One Hundred and Eighty nine* Dollars, payable on demand, and bearing interest at the rate of 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 *Oliza Hayes* Executors, Administrators, or Assigns, agreeably to the terms and conditions of the said Company hereto annexed to the amount of *Two Thousand of Three Hundred* Dollars, against all Loss or Damage by Fire that may happen at any time after the date hereof to the property herein described for the term of seven years:

One thousand Three Hundred Dollars on Dwelling House
Four Hundred Dollars on Household Furniture, Two
Hundred Dollars on Piano, Three Hundred Dollars on
Barn and Shed, Seventy five Dollars on Smoke House
and Dairy, One Hundred and Twenty five Dollars on
Frame Dwelling No 2.

Reference being had to the application of the said *Oliza Hayes*, 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 IN MONTGOMERY COUNTY** shall be and remain forever subject and liable to pay, make good, and satisfy unto the said *Oliza Hayes* Heirs, Executors, Administrators, or Assigns, all such Loss or Damage, not exceeding the aforesaid sum of *Two Thousand Three Hundred* 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 *Two Thousand of Three Hundred* 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 of *Two Thousand Three Hundred* Dollars, as above expressed, 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 sum of *Two Thousand Three Hundred* Dollars, 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 hath 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 *Twelfth* day of *August* in the year of our Lord One Thousand Eight Hundred and

ATTEST:

Robert M. Moore Secretary.

Edw. Stabler President.

TERMS AND CONDITIONS of the Mutual Fire Insurance Company in Montgomery County for making Insurance against Fire.

I.—Every person making an Insurance shall pay, for each policy issued to him or her, the sum of two dollars, (so long as the state tax of one dollar exists) and a certain per centage on the amount insured (according to the greater or less hazard of the risk) will be charged by way of premium, for which he, she, or they shall give his, her or their promissory note, payable on demand, and bearing interest at the rate of six per centum per annum; and shall pay, as a prerequisite to the Surveyor making the survey, the sum of one dollar.

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, or defraying the current expenses of the Company; not exceeding, for any one fire, or for 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, when demanded, to the party whose Insurance shall be so cancelled or terminated.

IV.—Any Policy of Insurance may be transferred or assigned by obligation 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 otherwise 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, that the insured shall not be entitled to recover

or claim of 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. When store goods insured by this Company are damaged by removal from a building in which it is exposed to loss by fire, or when a partial loss by fire occurs, said damage or loss shall be borne by the insurers and insured, *pro rata*, in proportion that the sum insured bears to the whole value of the property at the time of said loss or damage. The Company will not be answerable for loss of property by theft, at the time of a 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 or engines.

VII.—In case of any 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 meeting of the Board that may be called in relation to the matter, to submit a written statement of his, her or their loss, attested by sufficient proofs; 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, such increase of risk must be notified to the Company, and written permission therefor be obtained from the secretary, for which such charge as may be proper must be paid. All material alterations and additions to buildings, a change of ownership, change of

business, or occupant, or the act of renting or vacating the property occupied by the owner when insured, shall vitiate any policy issued on the same, unless such alteration or change shall be first notified to the Board of Directors in writing.

IX.—Ashes shall not be kept nearer than 25 yards to insured buildings, unless in brick or stone ash-houses.

X.—And it is hereby expressly declared, that 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 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 respectively, that the Policy or Policies of such defaulting member or members shall be suspended & not be considered as binding on the Company, until payment of the said interest be well and truly made; but that such defaulting member or members shall remain bound for any contribution or contributions that may in the mean time be assessed on the members of the Company by the Directors thereof.

XI.—It is also agreed, that this Insurance is not to apply to or cover to money or bullion; nor to jewels, plate, plated ware, medals, pictures, family paintings, sculpture, statuary, libraries, wearing apparel, or musical instruments, unless the same are particularly mentioned in this policy.

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

MUTUAL FIRE INSURANCE COMPANY
IN MONTGOMERY COUNTY

Duplicate

No. *3797* POLICY.

MUTUAL INSURANCE COMPANY
OF MONTGOMERY COUNTY.

Eliza Hayes

Premium Note - - - \$ *189.00*

Policy, &c. - - - - - \$ *50.00*

EXPIRES

August 12th 1871. 12 o'clock, M.

Amount Insured - - - \$ *2300.00*

Amount of Interest due Annually, \$ *11.34*