

\$955

THIS POLICY

No 28263

OF THE

Mutual Fire Insurance Company

IN MONTGOMERY COUNTY, MARYLAND.

\$4350

Witnesseth, Whereas, John B. Diamond has become a member of the MUTUAL FIRE INSURANCE COMPANY IN MONTGOMERY COUNTY, MARYLAND, agreeable to the Act of Incorporation, Constitution and By-Laws thereof, and has passed and Issued to the said Corporation his Note of hand, dated 8th month 10th, 1894, for the sum of \$300 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, MARYLAND, do hereby insure the said J. B. Diamond, his Executors, Administrators or Assigns, agreeably to the terms and conditions of the said Company hereto annexed, to the amount of Four Thousand Three Hundred and Fifty 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.

\$4000 on Dwelling House.
200 " Servant House #1
150 " " #2
\$4350, situated 1 1/2 miles S.W. of Gaithersburg

Loss if any payable to Savings Institution of Sandy Spring as interest may appear.

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 IN 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 \$4350 as above expressed, which may at any time hereafter happen by reason or by means of Fire or Lightning 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 Lightning; or shall pay such an amount, not exceeding the aforesaid sum of \$4350 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 or Lightning on the property above described, the full sum above insured, or such sum as may be mutually agreed upon, or shall repair, rebuild or replace the same, at the discretion of said Company, the cost of which shall not exceed in the aggregate the aforesaid full sum insured; then this Policy of Insurance, and every clause, matter and thing herein contained, shall be utterly null and void, and of no 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 10th day of AUGUST, in the year of our Lord, One Thousand Eight Hundred and NINETY-FOUR.

ATTEST: Robert M. Moore Secretary. J. B. Moore President.

TERMS AND CONDITIONS OF INSURANCE.

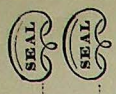
- 1. Every person making an Insurance shall give his, her or their promissory note by way of premium, payable on demand, and bearing interest at a rate fixed by the Board of Directors, not exceeding six per cent, per annum, and drawn for a sum which shall be a certain percentage on the amount of Insurance, according to the table of rates established by the Board.
2. 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.
3. By the Charter, the Company reserves 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.
4. 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 shall be returned to the Secretary of the Company.
5. 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.
6. This entire Policy, unless otherwise provided by agreement endorsed hereon, or added hereto in writing, shall be void if the insured 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.
7. And it is further agreed that in case there should be any other Insurance made as aforesaid on the property hereby assured, 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. And whenever this Company shall pay any loss, the assured agrees to assign 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 account of this Company, if requested. This Company will not be liable for loss of property by theft at the time of fire.
8. 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 or steam engine or steam works, unless such steam engine or works be especially mentioned in the application, and a rate fixed therefor; nor from loss where fire is used in tobacco houses. Conditions and restrictions to be observed by the Insured, where the privilege of using portable steam power for farm purposes has been granted by the Policy:
First.-Except for the necessary kindling, coal shall be the only fuel used, and no litter or straw shall be allowed to collect within ten feet of furnace.
Second.-A spark-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 insured or 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 proper must be paid. 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 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 THERETO SHALL BE OBTAINED IN WRITING. NO INSURANCE WILL BE MADE OR BE VALID WHERE A STOVE PIPE PASSES THROUGH THE ROOF OR THROUGH THE SIDE WALL, UNLESS IT PASSES INTO A FLUE AND IS PROPERLY SECURED. No uncleaned 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 shall be lined at the bottom with TIN or other metal.
11. AND IT IS ALSO AGREED, that this insurance is not to apply to or cover any books or papers, 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 medals, sculpture or statuary. Libraries, wearing apparel, musical instruments, plate, jewelry, pictures and family stores may be insured, if particularly mentioned in the application and separately valued.
12. The working 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.
13. If a building shall fall, except as the result of fire, all insurance by this Company on it or its contents shall immediately cease and terminate.
14. 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 held liable for such proportion only as would currently against loss by lightning.
15. 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 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.
16. If fire occur the insured 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 insured, stating the knowledge and belief of the insured as to the time and origin of the fire; the interest of the insured and of all others in the property; the cash value of each item thereof and the amount of loss thereon; all incumbrances thereon; all other insurance, whether valid or not, covering any of said property; 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.
17. And whenever required, the insured or person claiming shall produce and exhibit the books of account, bills of purchase, or duplicates thereof, 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 answers as above, are produced, and permitted by the claimant (when required) as above, the loss shall not be payable.
18. 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 insured and insurers 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.
19. 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 required to prevent further damage.
20. The cash value of property destroyed or damaged by fire 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 causes, a suitable deduction from the cash cost of replacing shall be made to ascertain the actual cash value.
21. Any fraud or false swearing by the insured, touching any matter relating to this insurance or the subject thereof whether before or after the loss, shall void this policy.
22. AND IT IS ALSO AGREED, that this Policy is made and accepted subject to the provisions of the Act of Incorporation, By-Laws and Rules 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.

**If the title of 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, and day of

Witness hand and seal this day of

TEST:



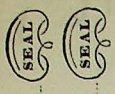
APPROVED.....18

Secretary.

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

Witness hand and seal this day of

TEST:



APPROVED.....18

Secretary.

#170

CANCELLED

Policy No. 28263

MUTUAL FIRE INSURANCE COMPANY OF MONTGOMERY COUNTY, MD.

John B. Diamond
Policy, &c., to January
1st, 1895, - - - \$

Premium Note, - - \$355,

Amount Insured, - \$4350,

EDITION F, JULY, 1894.
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.