

AMOUNT OF PREMIUM.

\$91

50

\$41

AMOUNT OF INSURANCE.

\$ 1180

500

680

MUTUAL FIRE INSURANCE COMPANY

IN MONTGOMERY COUNTY.

Whereas, James I. Barnsley has become a member of the MUTUAL FIRE INSURANCE COMPANY IN MONTGOMERY COUNTY, 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 April 3rd 1885 for the sum of Ninety One 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 I. Barnsley his Executors, Administrators or Assigns, agreeably to the terms and conditions of the said Company hereto annexed, to the amount of One thousand One Hundred and Eighty 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.

Four Hundred Dollars on Household Furniture
~~Three Hundred Dollars on Smith Shop~~ *Cancelled, Jan'y 5. 1885.*
~~Two Hundred Dollars on Tools and Contents of Shop~~ *Thos L. Hoopes*
~~One Hundred and Fifty Dollars on Meat and Fish in Meat House~~
~~One Hundred and Thirty Dollars on Carriage and Harness in Carriage House situated viz: Blacksmith Shop & Tools in the village of Olney, the Balance in the Buildings owned by Jonathan D. Barnsley 1/4 mile S. of Olney~~

Reference being had to the application of the said James I. Barnsley 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 solvent and liable to pay, make good, and satisfy unto the said James I. Barnsley his Heirs, Executors, Administrators, or Assigns, all such Loss or Damage, not exceeding the aforesaid sum of One thousand One Hundred and Eighty Dollars, 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 One thousand One Hundred and Eighty 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 wherever 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 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 Third day of April in the year of our Lord, One Thousand Eight Hundred and Eighty Three.

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 one thousand dollars or less), and 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.

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.—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 a fee of fifty cents, and any arrears 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 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 the 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 ex-

pressly 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 insurance 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, or steam engine, or steam works, unless such steam engine or works be specially mentioned in the application, and a rate fixed therefor; nor from loss where fire is used in Tobacco houses. The Company is liable for loss by lightning, whether fire ensues or not, and also on Live Stock, when insured, whether struck in the stable or field.

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 reinstatement the party insured, at its discretion.

VIII.—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.

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 THEREOF SHALL BE OBTAINED IN WRITING. NO INSURANCE WILL BE MADE OR VALID WHERE A STOVE PIPE PASSES THROUGH THE ROOF OR THROUGH THE SIDE WALL, UNLESS IT PASSES INTO A FLUE AND IS PROPERLY SECURED. ASHES SHALL NOT BE KEPT NEARER THAN TWENTY-FIVE YARDS TO INSURED BUILDINGS, UNLESS IN A BRICK OR STONE ASH-HOUSE.

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, plate, watches and family stores may be insured, if particularly mentioned in the application, and separately valued.

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.

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

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

Witness hand and seal this day of



18

APPROVED

Secretary.

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

Witness hand and seal this day of



18

APPROVED

Secretary.

CANCELLED.

No 12159

POLICY.

MUTUAL FIRE INSURANCE COMPANY OF MONTGOMERY COUNTY.

James F. Barnsley
Premium Note - - \$ ~~91.~~ ~~41.~~ *50.*

MAY 10 1889

Policy, &c. - - - \$ *196*

Amount Insured - \$ *1180.*
500.
\$ 680.

Cancelled Premium Note

Returned by Matt

to J. B.
4/22/89

When communicating with the office, send the number of your Policy.

The Sun Printing Establishment, Baltimore.