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47

Phenix Insurance Company

OF BROOKLYN, NEW YORK.

Western and Southern Department.

CHICAGO, ILL., *Aug. 31* 189*9*

To the Clerk of the Circuit Court,

Danville Ind.

DEAR SIR:

We herewith enclose Certificates of Authority issued by the Auditor of the State of Indiana to Agents of the Company as named below and ask that said Certificates be filed as required by the laws of your State.

In payment of filing fees we hand you herewith express money order for \$ *1.50* and as evidence that the company has complied with the law, must ask you to fill up and return to this office per enclosed envelope the receipt printed at the bottom of this circular.

Yours truly,

Eugene Harbeck
General Agent.

J. H. LENDHAN, GEN'L AGENT.

C. R. STREET, ASST GEN'L AGENT.

D. OSTRANDER, GEN'L ADJUSTER.

Phenix Insurance Company

OF BROOKLYN, N.Y.

WESTERN AND SOUTHERN DEPARTMENT, CHICAGO.

MAR 15 1909

To the Clerk of the Circuit Court.

Danville Ind.

Dear Sir:

We herewith enclose Certificates of Authority issued by the Auditor of the State of Indiana to Agents of the Company as named below, and ask that said Certificates be filed as required by the laws of your State.

In payment of filing fees we hand you herewith express money order for \$ *1.50* and as evidence that the Company has complied with the law, must ask you to fill up and return to this office per enclosed envelope the receipt printed at the bottom of this circular.

Yours truly,

J. H. Lendhan
General Agent.

AUTHENTICATED COPY of an Order made and entered by the Finance Committee of The Northwestern Mutual Life Insurance Company, on the 28th day of July, A. D. 1909.

At a meeting of the Finance Committee of The Northwestern Mutual Life Insurance Company, held at the office of said Company, in the City of Milwaukee, on the 28th day of July A. D. 1909, at which a majority of the members of said Committee were present, the following action was taken, viz:

IT IS HEREBY ORDERED That the appointment of Frank M. Millikan as Loan Agent for this Company for the State of Indiana, made on the 27th day of November A. D. 1893, be and the same is hereby revoked and annulled, and

IT IS HEREBY FURTHER ORDERED That D. F. Swain, Jr., be and he is hereby appointed the Loan Agent for this Company for the purpose of receiving applications for loans of money to be secured by mortgages upon real estate situated in the State of Indiana, and of appraising the security offered and of forwarding such applications and appraisements to this Company, at its office in Milwaukee, and also whenever such applications shall be accepted by this Company, of doing such other acts, under the direction of the Company, as may be necessary to consummate such loans. The place of business of said Agent shall be at the City of Indianapolis, in the County of Marion, in the State of Indiana, but he may receive and transmit applications for loans from any County in said State of Indiana.

IT IS FURTHER ORDERED That the citizens or residents of the State of Indiana, having, or who shall have any claim or claims, or demand or demands against this Company arising out of any transaction in said State with the said D. F. Swain, Jr., as such agent, are hereby authorized to sue this Company for the same and maintain an action or actions against it in respect thereto in any Court or Courts of the State of Indiana of competent jurisdiction, and also that service of process in such action or actions on said D. F. Swain, Jr., as such agent, shall be valid service on this Company, and shall authorize judgment and all other proceedings accordingly.

IT IS FURTHER ORDERED That a duly authenticated copy of these orders shall be furnished to the said Agent, D. F. Swain, Jr., which he shall deposit and file in the office of the Clerk of the Circuit Court of Marion County, Indiana, and in the office of the Clerk of the Circuit Court of every other County in said State where said D. F. Swain, Jr., shall transact business for this Company as its Agent under this instrument of appointment and authority, and also in any other office in the State of Indiana in which notice of the appointment of Frank M. Millikan as Loan Agent for this Company for the State of Indiana has heretofore been filed.

STATE OF WISCONSIN, }
CITY AND COUNTY OF MILWAUKEE. } ss.

I, A. S. Hathaway, being first duly sworn, do depose, certify and declare that I am the Secretary of The Northwestern Mutual Life Insurance Company, the corporation hereinbefore named; and that the above is a true and compared copy of an order made by the Finance Committee of said Insurance Company, on the 28th day of July A. D. 1909, appointing D. F. Swain, Jr., to act as the Loan Agent of the said Company in the State of Indiana.

Subscribed and sworn to before me

this *12th* day of *August*
A. D. 1909.

A. S. Hathaway

Notary Public,
Milwaukee County, Wisconsin.

My commission expires FEB 27 1910



No. 15

CASH CAPITAL \$5000

\$1,000,000.

CONTINENTAL INSURANCE CO.

OF THE CITY OF NEW YORK.

In Consideration of

Danville, Ind.

December 15 1881

Dollars.

Against Loss or Damage by Fire
Dollars.

It is hereby specially agreed that this contract insures against any loss or damage caused by lightning to the property insured by Policy No. 15, not exceeding the sum insured thereby nor the interest of the assured in said property, and subject in all other respects to the terms and conditions of the policy hereby referred to. Provided, however, that if there shall be any other insurance on said property, this company shall be liable only for such proportion of the loss caused by lightning as the amount insured hereby shall bear to the whole insurance on the property hereby insured, whether such other insurance is against loss by lightning or not.

roof Court House with Basement
contained therein. Situated in
of Danville Hendricks County Indiana
Insurances permitted

Premium, \$600.00

and assigns, all such immediate loss or damage, not exceeding in amount the sum or sums insured, as above specified, on the day of December one thousand eight hundred and seventy eight at 12 o'clock, at the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss; the loss shall have been ascertained and proved in accordance with the terms and provisions of this Policy, unless the

of any of the conditions thereof, has the Agent power to revive the same; nor shall a new Policy, intended to replace any Policy so made void, be actual issue and delivery thereof to the assured, any contract by parole, or by understanding with the Agent to the contrary notwithstanding.

ing loss or damage by fire shall forthwith give written notice of said loss to the Company, and as soon after as possible render a particular and sworn to by them, stating whether and what other insurance has been made on the same property, giving copies of the written portion to the actual cash value of the property and their interest therein, for what purpose and by whom the building insured or containing the several parts thereof, were used at the time of the loss, when and how the fire originated, and shall also produce a certificate under the hand or Notary Public, (nearest to the place of the fire, not concerned in the loss as a creditor or otherwise, nor related to the assured,) stating that

the circumstances attending the loss, knows the character and circumstances of the assured, and verily believes that the assured has, without fraud, sustained loss on the property insured to the amount which such Magistrate or Notary Public shall certify. The assured shall, if required, submit to an examination or examinations under oath by any person appointed by the Company, and subscribe thereto when the same is reduced to writing, and shall also produce their books of account, bills, invoices and other vouchers, and exhibit the same for examination at the Office of the Company, and permit extracts and copies thereof to be made; the assured shall also produce certified copies of all bills and invoices, the originals of which have been lost, and shall exhibit all that remains of the property which was covered by this Policy, damaged or not damaged, for examination to any person or persons named by the Company; and as a part of the preliminary proofs of loss, the assured shall, if the claim be for building destroyed by fire, procure the duly verified certificate of some reliable and responsible builder as to the actual cash value of it immediately before said fire, and if requested to do so, shall furnish the Company with correct plans and specifications of the buildings destroyed, or exact copies thereof, which shall be duly verified by the oath of the assured, which shall be attached to and form a part of such proofs.

When personal property is damaged, the assured shall forthwith cause it to be put in order, assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory to be made, and furnished to the Company, of the whole, naming the quantity, quality and cost of each article. The amount of sound value and of damage shall be determined by mutual agreement of the assured and the Company, or failing to thus agree, the same shall then be determined by appraisal of each article by competent persons (not interested in the loss as creditors or otherwise, nor related to the assured or sufferers), to be mutually appointed by the assured and the Company; their report, in writing, to be made under oath before any Magistrate or other properly commissioned person; one-half of the appraisers' fees to be paid by the assured. The Company reserves the right to take the whole or any part of the articles at their appraised value; and until such proofs, declarations, certificates, plans and specifications are produced, and examinations and appraisals are permitted by the claimant, the loss shall not be payable. The best endeavors of the assured shall be used to save and to protect the property from damage at and after the fire; and in case of failure so to do, this Company will not be liable for damage caused by such failure; nor can there be any abandonment to the Company of the property insured, under any circumstances whatever.

In case of loss on property held in trust, or on commission, or if the interest of the assured be other than the entire and sole ownership, the names of the respective owners shall be set forth in the proofs of loss, together with their respective interests therein. Proof of loss must in each case be made by the owner of the property at the time of fire, whether the loss be payable to a third party or the Policy be held as collateral security or otherwise. All fraud or attempt at fraud by false swearing or otherwise, shall forfeit all claim on this Company, and be a perpetual bar to any recovery under this Policy.

In case differences shall arise touching any loss or damage to any property insured by this Policy, the question as to the amount of such loss or damage shall, at the written request of either party, be submitted to impartial arbitrators, whose award in writing shall be binding on the parties as to the amount of such loss or damage only, but shall not effect nor waive any condition of this Policy; it shall be optional with the Company to repair, rebuild or replace any property lost or damaged with other of like kind and quality within a reasonable time, giving notice of its intention so to do within sixty days after receipt of proofs herein required.

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 repairing or replacing the same; and in case of the depreciation of such property, from use or otherwise, a suitable deduction from the cash cost of replacing the same shall be made, to ascertain the actual cash value.

10. In case of any other insurance upon the property hereby insured, whether valid or not, or made prior or subsequent to the date of this Policy, the assured shall be entitled to recover of this Company no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon; and it is hereby declared and agreed that in case of the assured holding any other Policy in this or any other Company on the property insured, subject to conditions of average, this Policy shall be subject to average in like manner. Any Insurance, (floating or otherwise,) attaching, in whole or in part, to the property covered by this Policy, shall, as between the assured and this Company, be considered as contributing insurance for the full amount thereof, and liable as such to pay PRO RATA any loss, total or partial, on the property hereby insured.

In case of a claim under a Policy of Re-insurance, the liability of this Company under this Policy shall be in the proportion that the sum re-insured shall bear to the whole sum covered by the re-insured Company.

11. It is furthermore hereby covenanted and agreed, that no suit or action against this Company, for the recovery of any claim by virtue of this Policy, shall be sustainable in any Court of Law or Chancery, until after an appraisal or arbitration and an award shall have been obtained, fixing the amount of such claim in the manner herein before provided, nor shall any suit or action be commenced unless within twelve months next after the loss shall have occurred; provided, however, that the time consumed after the selection of appraisers or arbitrators, in the appraisal or arbitration of any claim under this Policy, shall not be accounted a part of such twelve months; and should any suit or action be commenced against this Company, after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim, any statute of limitation to the contrary notwithstanding.

12. This Policy is issued and accepted under the provisions and conditions of Chapter 189 of the Laws of the State of New York, passed April 16th, 1874, entitled "An act to provide security against extraordinary conflagrations, and for the creation of safety funds by Fire Insurance Companies." Under the provisions of this act the Stockholders of the Company can receive but seven per cent. per annum upon its Capital and net earned funds, until such earnings are, at least, equal in amount to the Capital, and are set apart for the greater protection of Policy holders. Such earnings, as they accrue, are to be equally divided into two funds, called the Guaranty Surplus Fund and the Special Reserve Fund. The amount of the Capital and of the Guaranty Surplus Fund, are thereby made available without delay for the payment of claims then existing, or caused by, any great conflagration; while the Special Reserve Fund, is not liable for such claims, but is held under the provisions of the act, by the New York Insurance Department, and is devoted to the protection of Policy holders not involved in such conflagration; for the payment of later losses sustained by them, and to be a basis for the formation of new capital should the extent of the losses and other claims, be such as to require such action.

13. This Policy does not entitle the holder thereof to participate in the profits of the Company's business, and it is hereby mutually understood and agreed by and between this Company and the assured, that this Policy is made and accepted upon and with reference to the foregoing terms, conditions, stipulations and restrictions, and to the classes of hazards, memoranda and conditions printed on the second page of this Policy, all of which are hereby declared to be a part of this contract, and are to be used and resorted to in order to determine the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for in writing.

14. AND IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED by and between this Company and the assured, that this Policy is made and accepted upon and with reference to the foregoing terms, conditions, stipulations and restrictions, and to the classes of hazards, memoranda and conditions printed on the second page of this Policy, all of which are hereby declared to be a part of this contract, and are to be used and resorted to in order to determine the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for in writing.

15. It is further understood and made part of this contract that the Agent of this Company has no authority to waive, modify or strike from this Policy any of its printed Conditions; nor is his knowledge of, or assent to insurance in other Companies, or to an increase of the risk, even if within the limit of his authority herein expressed, binding upon the Company, until the same is endorsed in writing, on the Policy, and the increased premium (if any) paid therefor; nor, in case this Policy shall become void.

16. This Policy is issued and accepted under the provisions and conditions of Chapter 189 of the Laws of the State of New York, passed April 16th, 1874, entitled "An act to provide security against extraordinary conflagrations, and for the creation of safety funds by Fire Insurance Companies." Under the provisions of this act the Stockholders of the Company can receive but seven per cent. per annum upon its Capital and net earned funds, until such earnings are, at least, equal in amount to the Capital, and are set apart for the greater protection of Policy holders. Such earnings, as they accrue, are to be equally divided into two funds, called the Guaranty Surplus Fund and the Special Reserve Fund. The amount of the Capital and of the Guaranty Surplus Fund, are thereby made available without delay for the payment of claims then existing, or caused by, any great conflagration; while the Special Reserve Fund, is not liable for such claims, but is held under the provisions of the act, by the New York Insurance Department, and is devoted to the protection of Policy holders not involved in such conflagration; for the payment of later losses sustained by them, and to be a basis for the formation of new capital should the extent of the losses and other claims, be such as to require such action.

17. This Policy does not entitle the holder thereof to participate in the profits of the Company's business, and it is hereby mutually understood and agreed by and between this Company and the assured, that this Policy is made and accepted upon and with reference to the foregoing terms, conditions, stipulations and restrictions, and to the classes of hazards, memoranda and conditions printed on the second page of this Policy, all of which are hereby declared to be a part of this contract, and are to be used and resorted to in order to determine the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for in writing.

18. AND IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED by and between this Company and the assured, that this Policy is made and accepted upon and with reference to the foregoing terms, conditions, stipulations and restrictions, and to the classes of hazards, memoranda and conditions printed on the second page of this Policy, all of which are hereby declared to be a part of this contract, and are to be used and resorted to in order to determine the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for in writing.

19. It is further understood and made part of this contract that the Agent of this Company has no authority to waive, modify or strike from this Policy any of its printed Conditions; nor is his knowledge of, or assent to insurance in other Companies, or to an increase of the risk, even if within the limit of his authority herein expressed, binding upon the Company, until the same is endorsed in writing, on the Policy, and the increased premium (if any) paid therefor; nor, in case this Policy shall become void.

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21. This Policy does not entitle the holder thereof to participate in the profits of the Company's business, and it is hereby mutually understood and agreed by and between this Company and the assured, that this Policy is made and accepted upon and with reference to the foregoing terms, conditions, stipulations and restrictions, and to the classes of hazards, memoranda and conditions printed on the second page of this Policy, all of which are hereby declared to be a part of this contract, and are to be used and resorted to in order to determine the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for in writing.

22. AND IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED by and between this Company and the assured, that this Policy is made and accepted upon and with reference to the foregoing terms, conditions, stipulations and restrictions, and to the classes of hazards, memoranda and conditions printed on the second page of this Policy, all of which are hereby declared to be a part of this contract, and are to be used and resorted to in order to determine the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for in writing.

23. It is further understood and made part of this contract that the Agent of this Company has no authority to waive, modify or strike from this Policy any of its printed Conditions; nor is his knowledge of, or assent to insurance in other Companies, or to an increase of the risk, even if within the limit of his authority herein expressed, binding upon the Company, until the same is endorsed in writing, on the Policy, and the increased premium (if any) paid therefor; nor, in case this Policy shall become void.

Secretary.

President.

Countersigned at Danville this Fifteenth day of December 1881

Agent.

Facsimiles Hand

INSURANCE COMPANY

San Francisco, California.

In Considerati-
On th.


The following Clause to attach to No. 191861 of the FIREMANS FUN
It is hereby Specially Agreed this Contract insures against any loss or damage
property insured, not exceeding the sum insured, nor the interest of the assured in the property
to the terms and conditions of policy hereby referred to. PROVIDED, HOWEVER, if
insured on said property, this Company shall be liable only to PRO-RATE with such other in-
sureds, whether such other insured is against loss by Lightning or not.

Collars Do Insure

Hendricks County (Indiana)

Dollars

Story Brick Metal roof Court House with Basement

15 18 8
her ins
one  Fixtures contained therein all situate in the
"the Square" in the Town of Danville Hendricks County Indiana.
\$5000 Other concurrent Insurance permitted.

Commissioners) J W Under T Dooley & Glasf Blair

Amount Insured, \$ 5,000 Time, 3 years Rate, 1 Premium, \$ 50 against all such immediate loss or damage, not exceeding in amount the sum or sums insured, as above specified, nor the interest of the assured in the property, except as herein provided.

as shall happen by fire to the property so specified from the fifteenth day of December, one thousand eight hundred and Eighty One at 12 o'clock noon, to the fifteenth day of December, one thousand eight hundred and Eighty four at 12 o'clock noon; the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss, and to be paid sixty days after due notice and proofs of loss shall have been made by the assured and received at the General Office of the Company in Chicago, in accordance with the terms and provisions of this Policy, unless the property be replaced, or the Company shall have given notice of their intention to rebuild or repair the damaged premises.

[illegible][illegible]

AND IT IS HEREBY UNDERSTOOD AND AGREED by and between this Company and the assured, that this Policy is made and accepted in reference to the foregoing terms and conditions, which are hereby declared to be a part of this contract, and are to be used and resorted to in order to determine the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for in writing. It is further understood and made a part of this contract, that the Agent of this Company has no authority to waive, modify or strike from this Policy any of its printed Conditions, nor is his assent to an increase of risk binding upon the Company, until the same is indorsed in writing, on the Policy, and the increased premium paid; nor, in case this Policy shall become void by reason of the violation of any of the conditions thereof, has the Agent power to revive the same, and that a new Policy intended to replace any Policy so made void shall be of no effect until the actual issue and delivery thereof to the assured, and contract by parol or understanding with the Agent to the contrary notwithstanding. This Company shall not be liable for any indefinite, indirect, consequential, or prospective damages whatever.

In Witness Whereof, THE FIREMANS' FUND INSURANCE COMPANY, have caused these PRESENTS to be signed by their PRESIDENT and attested by their SECRETARY in the City of SAN FRANCISCO. But this Policy shall not be valid unless countersigned by the duly authorized Agent of said FIREMANS' FUND INSURANCE COMPANY.

COMPANY at Samville Ind

Geo. D. Dornin Secretary.

D Staples President

Countersigned at Pamille this 14th day of December 188

St. H. Adm.

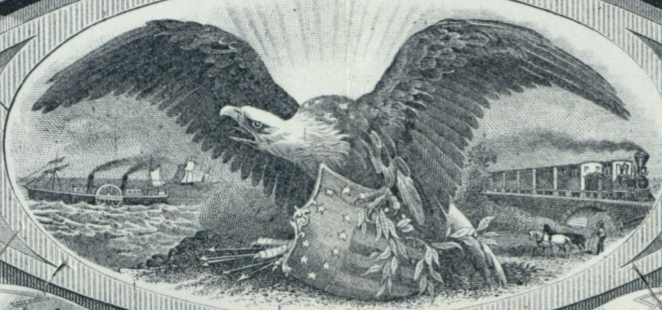
UNDER THE NEW CONSTITUTION OF THE STATE OF CALIFORNIA THE STOCKHOLDERS OF THIS COMPANY ARE LIABLE FOR THEIR PROPORTION PRO RATA OF ALL ITS LIABILITIES, THUS GIVING THE
UTMOST SECURITY TO ALL OF ITS POLICY HOLDERS-IN ADDITION TO THE LARGE CASH ASSETS OF THE COMPANY.



By this Policy Insurance the



GERMAN



CHARTER

PERPETUAL

Fire Insurance Company of Pittsburgh

In Consideration of Ten Dollars
Do Insure The Commissioners of Hendricks County, Indiana
AGAINST LOSS OR DAMAGE BY FIRE OR LIGHTNING

to the amount of One Thousand Dollars.

On the two story, metal roof, Brick and Stone Court House, with Basement,
including Foundations, situated in the Public Square, in the town of Danville
Hendricks County, Indiana, \$20,000 Other Concurrent Insurance Permitting.

And said GERMAN FIRE INSURANCE COMPANY hereby agrees to make good unto the said assured, their executors, administrators, and assigns, all such immediate loss or damage not exceeding in amount the sums insured nor the interest of the assured in the property except as herein provided, as shall happen by fire to the property above specified during the first day of January one thousand eight hundred and eighty five at 12 o'clock, noon, to the first day of January one thousand eight hundred and eighty six at 6 o'clock, noon; the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss, and to be paid sixty days after due notice and proofs of the same, made by the assured, and received at this office in accordance with the terms and provisions of this Policy, unless the property be replaced, or the Company have given notice of their intention to rebuild or repair the damaged premises.

TERMS AND CONDITIONS OF THIS INSURANCE.

1. **What will Avoid this Contract.**—Fraud or attempt at fraud by the assured; false representation or concealment by the assured or his agent concerning ownership, condition, situation, use, or occupancy of the property insured; also the following, unless specially agreed to in writing in or upon this policy, viz.:—Increase of hazard by change of use or occupancy, vacancy, or non-occupancy, or by the erection of neighboring buildings, operating manufacturing establishments in whole or in part over or extra time, or suspending operations therein; sale, transfer, or assignment before a loss of the property insured; the situation of an insured building on leased ground; storage on the premises insured of the following specially hazardous articles—viz.: Acids, Dynamite, Fire-works, Gasoline, Gunpowder, Nitro-glycerine, Petroleum or its products, loose Rags, and Rubber Cement, the existence and subsequent procurement of other insurance on the property hereby insured.

2. **This Insurance does not apply to or cover** jewels, medals, printed books, jewelry, pictures and engravings, sculpture, plate, watches, patterns, dies, scientific instruments, casts, models, or curiosities, unless particularly specified in this policy; or money or bullion, bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind; or loss or damage caused by removal of property from a building, except it be proved that such removal was necessary to preserve the property, in which case the damage shall be shared by the assured and the Company, in the proportion as the sum hereby insured bears to the whole value of the property insured; or any consequential or constructive loss or damage, beyond the actual damage by fire to the property, even if ordinance or law prohibit repair of buildings; or loss by theft at or after a fire; or any loss or damage by fire caused by means of an invasion, insurrection, riot, civil commotion, or military or usurped power; or any loss caused by explosion, unless fire ensues, and then the loss or damage by fire only.

3. **Not Covered by Insurance upon Building**, unless specifically insured: awnings, frescoing or gilding on walls or ceilings, engines, fences, fixtures, memorial windows, out-houses, plate glass over nine square feet in size, safes, sidewalks, signs, steam boilers, store furniture or fixtures.

4. **If a Building shall Fall**, except as the result of a fire, all insurance by this Company on it or its contents shall immediately cease and determine.

5. **In case of any other Insurance upon the Property** hereby insured, whether made prior or subsequent to the date of this Policy, the assured shall be entitled to recover of this Company no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon, whether by specific or floating policies.

6. **This Insurance may be terminated** at any time by the assured, the Company retaining short rates for the time the policy has been in force. This insurance may also be terminated at the option of the Company, on giving notice to that effect to the parties in interest, and tendering to the assured or his agent a ratable proportion of the premium for the unexpired term of the policy.

7. **Persons sustaining Loss or Damage by Fire** shall forthwith give notice of said loss to the Company, and, as soon after as possible, render a particular account of such loss, signed and sworn to by them, stating what other insurance has been made on the same property; giving copies of the written portion of all policies thereon; also the actual cash value of the property and their interest therein, exclusive of profits; for what purpose and by whom the building insured, or containing the property insured, and the several parts thereof, were used at the time of the loss; when and how the fire originated. The assured shall, if required, submit to an examination or examinations under oath, by any person appointed by the Company, and sign the same, when reduced to writing, and shall also produce their books of accounts, and other vouchers, and exhibit the same for examination at the office of the Company, and permit extracts and copies thereof to be made; the assured shall also produce certified copies of all bills and invoices, the originals of which have been lost, and shall exhibit all that remains of the property, which was covered by this Policy, damaged or not damaged, for examination, to any person or persons named by the Company.

In case of loss on property held in trust, or on commission, or if the interest of the assured be other than the sole ownership, the names of the respective owners shall be set forth, together with their respective interests therein. If this Policy is made payable, in case of loss, to a third party, or held as collateral security, the proofs of loss shall be made by the party originally insured.

If a claim occur for a loss upon building, the assured shall, if required so to do, furnish the Company with plans and specifications of the buildings destroyed or damaged, which shall be duly verified by the oath of the assured.

When personal property is damaged, the assured shall forthwith cause it to be put in order, separating the damaged from the undamaged, and shall cause an inventory to be made and furnished to the Company, of the whole, naming the quantity, quality and cost of each article. There can be no abandonment to the Company of the property insured. Cost is subject to estimated depreciation by use, and in no case shall the cash value be deemed to exceed the amount for which the assured can replace the property destroyed at the date of the fire.

In case differences shall arise touching any loss or damage upon building or personal property after proof thereof has been received in due form, the matter shall, at the written request of either party, be submitted to impartial appraisers, one to be selected by the assured, and one by the Company, who shall first elect an umpire or third appraiser, and shall then proceed to appraise on each article separately, and in case of said appraisers' disagreement as to the amount of loss or damage upon any one or more articles, they shall appeal to the aforesaid third appraiser, who, conjointly with them, shall appraise such articles only, and the decision of two of said appraisers under oath shall be binding as to amount of such loss or damage, but shall not decide the liability of the Company under this Policy. The Company reserves the right to repair, rebuild, or to take the whole or any part of the articles at their appraised value.

8. **Action at Law.** It is hereby mutually agreed, that no suit or action against this Company, for the recovery of any claim under this Policy, shall be sustainable in any Court of Law or Chancery, unless such suit or action shall be commenced within twelve months next ensuing after the Fire shall occur; and should any suit or action be commenced against this Company, after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim.

9. **Illumination by Coal Gas or Kerosene** of U. S. standard of 110° is permitted. If gas be generated from any substance whatever, on the premises, unless permission is given in the written part of this contract, this Company shall not be liable for any loss under this Policy.

10. **Repairs.** MECHANICS are allowed to make ORDINARY alterations and repairs to buildings not exceeding fifteen days in each year of this insurance, without notice to the Company. Any further work, without previous consent of this Company in writing, shall release the Company from liability for loss under this Policy.

11. **Payment of Premium and Renewal of Policy.** This Company shall not be liable by virtue of this Policy, or any renewal thereof, until the premium therefor be actually paid. This insurance may be renewed by payment of premium for extended term, duly receipted for, but in case there shall have been any increase of hazard, it must be made known to the Company by the assured at the time of renewal, otherwise this Policy shall be void.

12. **No Agent has power to waive any Condition of this Contract.**

In Witness Whereof, THE GERMAN FIRE INSURANCE COMPANY, OF THE CITY OF PITTSBURGH, have caused these PRESENTS to be signed by their PRESIDENT, and attested by their SECRETARY, in the City of Pittsburgh, State of Pennsylvania.

NOTICE.—This Policy shall not be valid unless countersigned by the duly authorized Agent.

ATTESTED:

J. L. Hayes Secretary.
Countersigned at Indianapolis this first day of January 18 85

C. Barchfeld President.
McGillivray & Oak Agent.



IN CONSIDERATION OF the representations of the assured, of the conditions, limitations and requirements of this Policy, hereinafter mentioned, and of
Forty Five DOLLARS, does insure *the Commissioners of Hendricks Co. Ind* for *Three years*
from the *20th* day of *April* 188*6*, at 12 o'clock at noon, to the *20th* day of *April* 188*9*, at 12 o'clock at noon, to an amount not exceeding *Three thousand* DOLLARS, against loss
or damage by Fire to the following specified and located property only, to-wit:
On two story brick & stone, slate roof Building with Basement occupied as County Jail
Situated Lots 44 & 45. Block 25. of Danville, Hendricks Co. Ind. \$3000.

The following Clause to attach to Policy No. *448619* of the GERMAN INSURANCE CO., OF FREEPORT, ILL.

IT IS HEREBY SPECIALLY AGREED, That this Contract insures against any loss or damage caused by Lightning to the property insured, not exceeding the sum insured, nor the interest of the assured in the property, and subject in all other respects to the terms and conditions of the Policy hereby referred to. PROVIDED, HOWEVER, if there shall be any other insurance on said property, this Company shall be liable only to Pro-RATE with such other insurance in payment of any loss by Lightning, whether such other insurance is against loss by Lightning or not.

April 22nd 188*6* *P. Gund, Secy*
AGENT.

And the said German Insurance Company hereby agrees to indemnify and make good unto the said assured, all such immediate loss or damage, not exceeding in amount the sum or sums insured as above specified, nor the interest of the insured in the property except as herein provided, as shall happen by fire to the property so specified; the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the fire, and to be paid in sixty days after the loss shall have been ascertained, in accordance with the terms and conditions of this Policy; and satisfactory proof of the same required by this Company shall have been made by the insured, and received at the principal office of this Company in Freeport, Illinois, unless the property be replaced or this Company shall have given notice of its intention to re-build or repair the damaged premises.

TERM.
3m.

AMOUNT.
\$3000

RATE.
1/2

PREMIUM.
\$10

I. If the insured shall cause the building, goods, or other property, to be described in this Policy otherwise than as they really are, or make any false representations as to the character of the hazard, this Policy shall be void; or if the risk shall be increased from any cause whatever within the knowledge of the insured during the continuance of this Policy, unless notice thereof be given to this Company, and consent to such increased hazard be endorsed hereon upon the payment of proper additional premium therefor, this Policy shall be of no force; and if the property, or any part thereof, is situated at the time of the fire elsewhere than as described in this Policy, this Company shall not be liable for loss on the same.

Neither animals nor other personal property are covered by this Policy, except at the place or places, or in the buildings where this Policy locates them.

II. PROPERTY HELD IN TRUST OR ON COMMISSION must be insured as such, otherwise this Policy will not cover such property; and in case of loss, the names of the respective owners shall be set forth in the preliminary proofs of such loss, together with their respective interests therein, and whether or not such owners have any other insurance thereon.

If the interest in the property insured be a Leasehold, Rental, Mortgage's or undivided partnership interest, or a building standing upon leased ground, or other interest not absolute, it must be so represented to this Company, and expressed in this Policy in writing, otherwise this insurance shall be void. Policies insuring Lessee's interest must so state, and shall be construed to cover only the market value of the lease at the time of the fire, for its unexpired term.

Goods on storage must be separately and specifically insured as such, and shall not be deemed as held in trust or on commission.

NOTE.—By "Property held in trust," is intended property held under a deed of trust or will, or under the appointment of a court of law, or property held as collateral security, in which latter case this Company shall be liable only to the extent of the interest of the insured in such property.

III. No assignment of this Policy shall be valid until the assignment is endorsed hereon and approved by this Company, or its regular agent, in writing, and this Company reserves the right to approve the transfer or not; and in case of such assignment or transfer of this Policy, or of any interest in it, without such consent, this Policy shall immediately cease.

IV. This Company may cancel this Policy at any time by returning the premium, pro rata, for the unexpired time, or by tendering it to the representative of the insured. The insured may cancel this Policy at any time by surrendering it, with a cancellation receipt written and signed thereon, and shall receive back the premium paid for this Policy, less the customary short rates for the expired time, and expenses for writing the risk; Provided, however, that no premium shall be returned for a less period than one month.

V. When property insured by this Policy, or any part thereof, shall be alienated, or incumbered, or in case of any transfer, or change of title to the property insured or any part thereof, or of any interest therein, without the consent of the Company endorsed hereon, or if disposed in any proceedings at law or equity, or if the property be advertised for sale under any legal process, or if the title or possession be commenced to foreclose a mortgage on the property insured, or if voluntary or involuntary proceedings in bankruptcy be against the insured be commenced, this Policy shall at once cease to be binding upon this Company.

VI. This Company shall not be liable for loss in case of fire happening by any insurrection, invasion, foreign enemy, civil commotion, riot, or any military or usurped power; nor for damage by lightning (unless fire ensues, and then for the loss or damage by fire only, which shall be determined by the value of the damaged property after the casualty by lightning); or explosions of any kind whatever within the premises; nor by concussion merely, nor when the fire is caused by a gas leak, such as gas, or by any other cause, except such falling bethe result of a fire; nor where fire heat is used in any process to the article damaged by such process; nor if the insured shall keep, or use, or permit to be kept or used on the premises, gunpowder, fireworks, nitro-glycerine, phosphorus, petroleum, naphtha, gasoline, benzine, benzole, or benzene-vanish, or camphene, spirit-gas, or any volatile burning fluid or volatile oils, without written consent in this Policy, and if so kept or used, for lights or otherwise, on the premises, without consent endorsed hereon, this Policy shall be void. Refined petroleum, of lawful fire test, for light permitted, also permission given to keep on hand twenty-five pounds of gunpowder, if the same be kept in close tin canisters, and sold by daylight only, and that there also may be kept for sale or use upon the premises not exceeding five barrels of kerosene or illuminating oil, which shall be of the United States standard 110° and not to be handled or sold by artificial light within the distance of fifteen feet.

VII. Books of account, written securities, evidences of debt, title to property, ready money, choses in action, profits on merchandise or other property, or commission on merchandise in the hands of consignees, are not insured under this Policy.

VIII. Jewels, Jewelry, Plate, Watches, Models, Curiosities, Paintings, Engravings, Sculpture, Statuary, and Musical Instruments, (Piano-Fortes in dwelling houses excepted), Plate Glass containing over nine square feet, Fresco Paintings, and several parts thereof, Fences and other Yard Fixtures, Store Furniture, Safes, Fixtures, Awnings, Signs and Sidewalks are not insured by this Policy; and (unless specifically written) this Company shall not be liable to pay for nor contribute to loss thereon.

IX. Consent to all additional insurance must be endorsed on this Policy, and in case of loss to the property herein specified the insured shall be entitled to recover of this Company no greater proportion of the loss sustained than the sum herein expressed bears to the whole amount of insurance on the property hereby insured, it being expressly stipulated that all additional insurance in force be considered of full force and effect, no matter what the circumstances of the companies insuring the policies may be. In case the insured holds any other Policy of insurance on the property hereby insured, and the same shall be subject to the conditions of average or co-insurance, this Policy shall be subject to the same conditions of average or co-insurance, at the option of this Company.

Claims for losses on property hereby insured, subject to redemption from any sale, shall not exceed the amount necessary to redeem such property, less the value of such property included in such sale, and not destroyed, whether lands or buildings; and this Company, at its option, may pay the amount necessary to redeem the whole property included in such sale; and, in such case, this Company shall be subrogated to all the right and title of the assured to such property.

X. This Company shall not be liable for merchandise or other property stolen at or after the fire, nor for any indefinite, indirect, consequential or prospective damage whatever, nor for any more than the actual value, at the time of the fire, of the property damaged or destroyed, and not to exceed the cost to replace or repair. The amount insured shall not be construed as a valued policy.

XI. There shall be no abandonment to this Company of property hereby insured; and if the insured shall fail or neglect to use his best endeavors to save and protect the property hereby insured from loss or damage at or after a fire, he shall forfeit all claims under this Policy.

XII. No order for insurance, nor verbal agreement of agent to insure, will be of any force, nor shall this Policy be binding upon this Company until the premium is actually paid, nor unless such payment is made before a fire occurs. When a promissory note is given by the assured for the premium, it shall be considered a payment; provided such note is paid at or before maturity, but it is expressly understood and agreed by and between the parties hereto, that should any loss or damage occur to the property hereby insured, and the note given for the premium or any part thereof remain past due and unpaid in whole or in part at the time of such loss or damage, then this Policy shall be void.

XIII. The insured sustaining loss or damage by fire, under this Policy, shall forthwith give notice thereof in writing, to this Company, and as soon after as possible shall deliver as particular an account of his loss and damage as the nature of the case will admit, signed with his own hand, and shall accompany the same with his oath or affirmation, declaring the said account to be true and just; showing also whether any and what other insurance has been made on the property hereby insured; giving a copy of the written portion of the Policy of trade, manufacture, merchandise or otherwise the building insured or containing the subject insured; in what general manner as to occupied at the time of the loss, and who were the occupants of such building; and when and how the fire originated, with all the details thereof, so far as he is informed, knows or believes; that all the merchandise and personal property for which claim is made, was at the time of the fire, contained in the building or premises described in this Policy, and who was the owner of all thereof, and that the same was destroyed or damaged as stated. The insured shall furnish full plans and detailed specifications of the building or buildings, or machinery, herby insured, if destroyed or damaged, which plans and specifications shall be sworn to by the insured to be as accurate plans and specifications of the property damaged or destroyed as is practicable to be made.

When merchandise, or other personal property hereby insured, is damaged, the insured shall forthwith cause it to be put in as good order as the nature of the case will admit; ascertaining and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause a list or inventory of the whole to be made, naming the quantity and cost of each kind. The amount of damage shall then be ascertained by the examination and appraisal of each article by disinterested appraisers, to be selected, one by the

insured, one by this Company, and a third, if necessary, by the two already provided for. The return of any two so chosen, in writing, shall be binding upon the insured and this Company, as to the amount of such damage, but shall not decide the liability of this Company under this Policy; and whenever required the insured or person claiming, shall produce and exhibit all books of account and other vouchers in anywise pertaining to the loss, or property for which claim is made, to this Company, or its adjusting agents, at the office of this Company, in support of his claim, and permit extracts and copies thereof to be made; and shall also exhibit to this Company, or its adjusting agent, and shall permit to be examined, by either of them, all property damaged, on which any loss is claimed, or any property saved agents, and, if deemed necessary, to a second examination, and subscribe to such examinations, under oath, by this Company's adjusting agent, and shall produce and certified copies of all bills and invoices, the originals of which have been lost, and exhibit the same for examination to such adjusting agent. And until such proofs and declarations are produced, and such appraisals and examinations permitted, and until such plans and specifications are furnished, the proofs shall not be considered sufficient nor the loss collectible. Proofs of loss must be completed and forwarded to the Company within sixty days after date of loss, and must bear the certificate of a Magistrate, Notary Public, or Clerk of a Court of Record nearest the place of loss and not concerned in the loss as a creditor or otherwise, stating that he has examined into the circumstances attending the loss, knows the character and circumstances of the assured and verily believes that the assured has without fraud or evil practice sustained loss on the property insured, to the amount which such Magistrate, Notary Public or Clerk shall certify to. Failure to comply with these terms, and conditions, within the time prescribed, shall cause a forfeiture of all claims under this Policy.

XIV. In case of any loss on or damage to the property insured, it shall be optional with this Company to replace any of the articles lost or damaged with others of the same kind and quality, and to rebuild or repair the building or buildings, within a reasonable time, giving notice of its intention to do so within sixty days after having received the preliminary proofs of loss required by these conditions, and in case differences shall arise touching any loss or damage after proof thereof has been received in due form, the matter shall, at the written request of either party, be submitted to impartial arbitrators, to be selected, one by the insured, one by this Company, and a third, if necessary, by the two already provided for, the award of any two of whom, in writing, and under oath, shall be binding on the insured and this Company, as to the amount of such loss or damage, but shall not decide the liability of this Company under this Policy; and such written request shall designate a time and place for holding such arbitration. No suit against this Company for the recovery of any claim for loss under this Policy shall be sustainable in any Court of Law or Chancery until an award shall have been made showing the amount of loss as herein provided.

XV. This Policy will not cover unoccupied buildings; and if the premises insured shall be vacated without the consent of this Company endorsed hereon, or if the same shall cease to be operated without consent of this Company endorsed hereon, this Policy shall cease and determine, all false representations or concealment in procuring this insurance, and all fraud or attempt at fraud, or false claims, and shall cause a forfeiture of all claims on the insurer, and shall be a full bar to any recovery for loss under this Policy.

XVI. All fraud, misrepresentation or concealment in procuring this insurance, and all fraud or attempt at fraud, or false claims, and shall cause a forfeiture of all claims on the insurer, and shall be a full bar to any recovery for loss under this Policy.

XVII. All insurance of rents by this Policy shall be upon the terms, conditions and limitations following: This Company shall indemnify the insured for any loss of rent by fire happening within the period limited, to the building specified, whereby it shall become untenable, and that although part of the loss of rent be before the period of insurance, the loss shall be computed from the date of the fire, and shall cover the actual loss of rent, by reason of the premises, or part thereof, having been rendered untenantable by fire, not exceeding the rate of rent per annum expressed in this Policy by the sum insured thereon, and for a time not to exceed the period of twelve months, nor the time when the building shall be made tenable. The insured shall proceed without delay and with dispatch to repair or rebuild the damaged or burnt building, and this Company shall be subrogated to the rights which the insured may have against any tenant liable for rent during the period of repairs or restoration for its re-imbursement.

In all cases where a loss is sustained within the meaning of the provisions of this Policy, and the party entitled to claim therefor, whether as mortgagee or otherwise, against this Company, has or holds, or is entitled to any security or property from any part as mortgagee, or debtor or other obligor, or on account of the subject matter of the insurance under this Policy, then, and in every such case, so much of such security or property, (and in case of sale then of the proceeds thereof,) as shall not be required, after applying the amount payable Company for its use and benefit, to the full extent of any payment to be made under this Policy, and no payment under this Policy shall be demanded until such transfer or assignment has been fully and completely effected.

XVIII. Insurance for any other Company shall be adjusted on the basis of pro-rata liability with said Company, and in case of loss this Company shall pay its proportion of loss sustained and paid by said re-insured Company, whenever such re-insured Company shall have paid.

XIX. The use of general terms, or anything less than a distinct specific agreement, clearly expressed and endorsed on this Policy, and no notice to, and no consent, or agreement by, any local agent shall effect any condition of this Policy, until such consent or agreement is endorsed hereon in writing.

XX. If this Policy is made payable, in case of loss, to a third party, or is held as collateral security, or any claim for loss shall have been assigned after loss by fire, under this Policy, the proofs of loss shall be made by the party originally insured, and shall set out fully the character and extent of such interest, in detail.

XXI. In all cases where personal property, covered under this Policy, is damaged, it shall be optional with this Company to take the same, or any part thereof, paying therefor the appraised value thereof after the fire; and the cash value of any real or personal property property from use or otherwise, a suitable deduction from the cost of replacing shall be made in ascertaining the actual cash value. In excess what would be the actual cost of repairing such buildings if such repairs were not prohibited by municipal law.

XXII. When property covered by this Policy is damaged by removal from a building exposed to loss by fire, this Company will be liable for no greater proportion of the loss than the sum hereby insured bears to the whole value of said property, of which proof, in due form, required by this Policy, shall be made by the insured.

XXIII. The working of carpenters, roofers, tinsmiths, gas fitters, plumbers, or other mechanics, in building, altering or repairing the property, buildings or premises named in this Policy, shall void this Policy, unless permission for such work be endorsed in writing hereon under this Policy, and shall render this Policy void.

XXIV. This insurance, the risk not being changed, may be continued for such further time as shall be agreed upon, provided the premium therefor is paid and a receipt given for the same, bearing the signature of the President or Vice-President and of the Secretary or Assistant Secretary, and countersigned by the regular commissioned agent of this company; and it shall be considered as continued under the original representation and for the original amounts and divisions, unless otherwise specified in writing, but in case there shall have been any change in the risk, either within itself or by neighboring buildings, or hazards, at the time of renewal, the renewal shall be void; and unless such renewal has the signature of the President and Secretary, as in this section provided, it shall be void.

Any person other than the insured, who may have procured this Policy to be issued by this Company, shall be deemed to be the agent of the insured and not of this Company in any transaction relating to procuring this Policy, or renewal of the same, and for all purposes of notice to the insured of cancellation of this Policy by this Company.

XXV. No suit or action of any kind against this Company for the recovery of any claim upon, under, or by virtue of this Policy, shall be sustainable in any Court of Law or Chancery unless such suit or action shall be commenced within the term of six months next after the loss or damage shall occur; and in case any suit or action be commenced against this Company after the term of six months next after the loss or damage shall have occurred, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim thereby so attempted to be enforced, any statute of limitations to the contrary notwithstanding. Also that this Policy is made and accepted upon the above express terms and conditions.

The use of Kerosene Oil of legal standard, for lights only, in Stores and Dwellings, is permitted by this Policy, provided the same shall be drawn and filled by daylight only, and without the use of artificial light.

IN WITNESS WHEREOF, The GERMAN INSURANCE COMPANY, of Freeport, Illinois, has caused these presents to be signed by its President, and attested by its Secretary, at the office of this Company, in Freeport and State of Illinois, this *22nd* day of *April* A. D. 188*6*

J. Gund Secretary.

No. 191860

\$ 2500

Hyacinthine Hand

San Francisco, California.

Mary Do Insure

Dollars

The following Clause to Policy No. 171860

It is hereby Specially That this Contract insures against any loss of the property insured, not exceeding the amount insured, nor the interest of the assured in the respects to the terms and conditions of the Policy hereby referred to. PROVIDED, that insurance on said property, they shall be liable only to PRO-RATE with such loss by Lightning, whether such surance is against loss by Lightning or not.

in the town of Danville Hendrick County Indiana

#2500 Other concerned Insurance permitted

Time,

Rate.

Prem

against a

as shall happen by fire to the property so specified from the fifteenth day of December, one thousand eight hundred and Eighty One at 12 o'clock noon, to the fifteenth day of December, one thousand eight hundred and Eighty One, at 12 o'clock noon; the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss, and to be paid sixty days after due notice and proofs of the same shall have been made by the assured and received at the General Office of the Company in Chicago, in accordance with the terms and provisions of this Policy, unless the property be replaced, or the Company shall have given notice of their intention to rebuild or repair the damaged premises.

[illegible][illegible]

3. If the interest of the assured in the property be any other than the entire, unconditional and sole ownership of the property, for the use and benefit of the assured, or if the building insured stands on leased ground, it must be so represented to the Company and so expressed in the written part of this Policy, otherwise the Policy shall be void.

4. Goods held in trust or on storage or on commission or sold but not delivered are not covered by this Policy unless specially mentioned herein, and other insurance upon the same property by whomsoever effected shall be held as contributing insurance, and the assured shall be entitled to recover of this Company no greater proportion of the loss sustained than the sum hereon insured bears to the full value of the property.

5. The best endeavors of the assured shall be used in saving and protecting the property from damage at and after the fire; and in case of wilful neglect so to do, this Company shall not be liable for any loss under this Policy; and there can be no abandonment to the Company of the property insured. The use of general terms or anything less than a distinct, specific agreement, clearly expressed and indorsed on this Policy, shall not be construed as a waiver of any printed or written condition or restriction thereon.

6. In case of any other insurance, whether valid or invalidated, upon the property hereby insured, whether made prior or subsequent to the date of this Policy, the assured shall be entitled to recover of this Company no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon; and it is hereby declared and agreed, that in case of the assured holding any other Policy in this or any other Company on the property insured, subject to the conditions of average, and this Policy shall be subject to average in like manner. Any floating Policy attaching, in whole or in part, to the property covered by this Policy, shall, as between the insured and this Company, be considered as contributing insurance for the full amount of such Policy, and liable as such to pay *pro rata* any loss, total or partial, on the property hereby insured. Re-insurance to be subject to the same risks, conditions, valuations and mode of settlement as are, or may be, assumed or adopted by the re-insured Insurance Company, and the loss, if any, payable *pro rata* at the same time, and in the same manner as by said Company.

7. This insurance may be terminated at any time at the request of the assured, in which case the Company shall retain only the customary short rates for the time the Policy has been in force. The insurance also may be terminated at any time at the option of the Company, on giving notice to that effect, and refunding a ratable proportion of the premium for the unexpired term of the Policy.

[illegible]

AND IT IS HEREBY UNDERSTOOD AND AGREED by and between this Company and the assured, that this Policy is made and accepted in reference to the foregoing terms and conditions, which are hereby declared to be a part of this contract, and are to be used and resorted to in order to determine the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for in writing. It is further understood and made a part of this contract, that the Agent of this Company has no authority to waive, modify or strike from this Policy any of its printed Conditions, nor is his assent to an increase of risk binding upon the Company, until the same is indorsed, in writing, on the Policy, and the increased premium paid; nor, in case this Policy shall become void by reason of the violation of any of the conditions thereof, has the Agent power to revive the same, and that a new Policy intended to replace any Policy so made void shall be of no effect until the actual issue and delivery thereof to the assured, any contract by parol or understanding with the Agent to the contrary notwithstanding. This Company shall not be liable for any indefinite, indirect, consequential, or prospective damages whatever.

In Witness Whereof, THE FIREMANS FUND INSURANCE COMPANY, have caused these PRESENTS to be signed by their PRESIDENT and attested by their SECRETARY in the City of SAN FRANCISCO. But this Policy shall not be valid unless countersigned by the duly authorized Agent of said FIREMANS FUND INSURANCE COMPANY.

COMPANY at Danville Ind

Geo. D. Dornin Secretary.

Countersigned at Danville this 14 day of December 1881

D J Staples President

Agent

UNDER THE NEW CONSTITUTION OF THE STATE OF CALIFORNIA THE STOCKHOLDERS OF THIS COMPANY ARE LIABLE FOR THEIR PROPORTION PRO RATA OF ALL ITS LIABILITIES, THUS GIVING THE
UTMOST SECURITY TO ALL OF ITS POLICY HOLDERS-IN ADDITION TO THE LARGE CASH ASSETS OF THE COMPANY.

BY THIS POLICY OF INSURANCE
THE

No. 13338

\$ 1000.⁰⁰/₁₀₀

INDIANA

INSURANCE

COMPANY



OF INDIANAPOLIS,

INDIANA.

CHARTERED
1851

CHARTER
PERPETUAL

In Consideration of Fifteen Dollars
Agrees to indemnify The Commissioners of Hendricks County
To the amount of One Thousand Dollars
\$1000.⁰⁰/₁₀₀ On the two story brick slate roof Infermirary including the stone
Basement Belonging thereto Situated one mile East of Danville Ind.
Twenty thousand dollars other insurance concurrent permitted

Against all such immediate Loss or Damage, not exceeding in amount the sum or sums above specified, nor the interest of the assured in the property, and except as herein provided, as shall happen by FIRE or LIGHTNING to the property so specified during the term of Three years to-wit: from the 16th day of December one thousand eight hundred and 87, at 12 o'clock at noon, to the 16th day of December one thousand eight hundred and 87 at 12 o'clock at noon; the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss, which shall in no case exceed what it would then cost to repair or replace the same, deducting therefrom a suitable amount for any depreciation of such property, from use or otherwise; and to be paid to the assured or their legal representatives, as hereinbefore provided—subject to the following terms and conditions:

1. The assured hereby covenants and agrees,
 - 1st. That any application, plan, survey, or description referred to in this Policy is true, and shall be and form part of this Policy; that no fact material to the risk, or relating to its condition, situation or occupancy has been concealed, and that the interest of the assured therein has been truly stated to this Company. It being understood, unless otherwise expressed in this Policy, that the interest of the assured is the entire, unconditional and sole ownership of the property, and that all buildings intended to be insured by this Policy stand on ground owned in fee simple by the assured.
 - 2d. To notify the Company if the above mentioned premises shall become vacant or unoccupied, and so remain more than thirty days, or of any change in the nature or character of occupation, or of any increase of hazard within the control or knowledge of the assured, or if, being a manufacturing establishment, it shall be run at night or over time, or shall cease to be operated.
 - 3d. To notify the Company if, at the making of this insurance, or at any time during its continuance, there shall be any other insurance applying to the property herein described, or any part thereof, whether the same be valid or not.
 - 4th. To procure written consent of the Company or commissioned agent thereof, to any change within the terms of this contract.
2. This Policy shall become void and of no effect,
 - 1st. By the failure or neglect of the assured to comply with its terms, conditions or covenants.
 - 2d. By the sale or transfer, or any change in title or possession of the property insured, (except in case of succession by reason of the death of the assured,) whether by legal process or judicial decree, or voluntary transfer or conveyance, or if subsequent to the making of this contract, the property becomes encumbered by mortgage, judgment or otherwise.
 - 3d. By the assignment of this Policy before a loss without the consent of the Company endorsed hereon.
 - 4th. By fraud, or attempt at fraud, in the procurement of this Policy, or in the proof of loss, or by false swearing, or by any other means.
 - 5th. By the fall of a building, or any part thereof, except as the result of a fire.
3. This Company shall not be liable,
 - 1st. For loss or damage by fire caused by means of an invasion, insurrection, riot, civil war or commotion, or military or usurped power, or by order of any civil or military authority.
 - 2d. For loss resulting from the neglect or disobedience of any municipal or police regulation.
 - 3d. For loss by explosions of gunpowder, unless fire ensues, and then for the loss or damage by fire only, which loss shall be determined by the value of the damaged property after the casualty by explosion.
 - 4th. It is understood and agreed that this Policy shall cover loss or damage by lightning to the property hereby insured, whether fire ensues or not, provided, that if there is other insurance upon the property damaged, this Company shall be liable for only such proportion of the loss or damage as the amount insured bears to the whole amount insured thereon, whether such other insurance contains a similar clause or not.
 - 5th. For loss occurring while any of the following named articles are kept, stored or used in or on the premises herein described, viz.: Benzine, Gunpowder, Nitro-Glycerine, or any article subject to legal restriction, unless consent be written on the Policy.
 - 6th. For any consequential or constructive loss or damage, whether occasioned by any ordinance or law preventing the repair or restoration of the building to its condition before the fire, or by any other means.
 - 7th. For loss by theft at or after a fire, nor for damage caused by or resulting from the failure of the assured to use his best endeavors in saving and protecting the property from damage at and after the fire.
 - 8th. For bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind.
 - 9th. For loss sustained on any property, as above specified, in any locality not specifically mentioned in this Policy.
4. Not covered by this Policy unless specified.
 - 1st. This insurance does not apply to or cover Fences or other Yard Fixtures, Store Furniture and Fixtures, Awnings or Signs; nor Goods held on Storage, or for Repairs; nor Profits; nor Money or Bullion, Jewels, Watches, Scientific Apparatus, Drawings, Metals, Patterns, Models, Tools, Implements, Paintings, Sculpture, Casts or Curiosities, unless particularly specified in this Policy.
 - 2d. Piano Gases, Frescoes and Wall Decorations are covered under this Policy, by insurance upon the building, unless otherwise specifically insured; but this Company shall be liable only for such proportion of the loss thereon as the amount applying to the Building, bears to the whole amount of insurance on said Building.
5. Mechanics' Risk.—Use of Refined Petroleum or Kerosene, Gasoline, or similar material.
 - 1st. Mechanics are allowed to make ordinary alterations and repairs, not exceeding fifteen days in any one year, but it is understood and agreed that any further alterations, repairs or additions are prohibited without notice to and consent of this Company in writing.

21. REFINED PETROLEUM OR KEROSENE of the legal standard may be used for lights only, in stores, churches, school houses and dwellings, lamps to be filled and trimmed by daylight only; but the use of Gasoline or similar material, or gas produced therefrom, generated within the building, is prohibited, unless consent be written on the Policy.

6. Relating to the Agent, and the renewal and cancellation of Policy.

1st. Only such persons as shall hold the Commission of this Company shall be considered as its Agents in any transaction relating to this insurance or any renewal thereof, or the payment of premium to the Company. Any other person shall be deemed to be the Agent of the Assured, and payment of the premium to such person shall be at the sole risk of the Assured. This insurance, the risk on, being changed, may be continued for such further time as shall be agreed on, and it shall be considered as continued under the original representation, and for the original amounts and divisions, unless otherwise specified in writing; but in case there shall have been any change in the risk, either within itself or by neighboring buildings, within the knowledge of the assured, not made known to the Company at the time of renewal, this Policy and renewal shall be void. This insurance may be terminated at any time at the request of the Assured, in which case the Company shall retain the customary short rates for the time the Policy has been in force. The insurance may also be terminated at any time at the option of the Company, on giving notice to that effect, and refunding a ratable proportion of the premium for the unexpired term of the Policy.

4th. No Agent has power to waive any condition of this contract, unless by written endorsement thereon.

7. Relating to the method of adjustment of loss and payment thereof.

It being understood and agreed, that all proceedings after a loss shall be in accordance with the terms and stipulations of this Policy, which are hereby declared to be a part of this contract, and are to be resorted to in order to determine the rights and obligations of the parties herunto.

1st. When a fire has occurred, injuring the property herein described, the assured shall give immediate notice of the loss in writing to this Company; and when PERSONAL PROPERTY is damaged, shall forthwith cause it to be put in order, assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory of the whole thereof, including property claimed to be totally destroyed, to be made and furnished to this Company, naming the quantity, quality and cost of each article, and the amount claimed on each.

2d. The amount of sound value, and of the loss or damage, shall be determined by agreement between the Company and the assured; but if at any time differences shall arise as to the amount of any loss or damage, or as to any question, matter or thing (except the validity of the contract, or the liability of the Company) hereunder, arising out of this insurance, every such difference shall, at the written request of either party, be submitted at equal expense of the parties, to competent and impartial persons, one to be chosen by each party and the two so chosen shall select an umpire to act with them, in case of their disagreement; and the award, in writing, of any two of them shall be binding and conclusive as to the amount of such loss or damage, or as to any question, matter or thing so submitted. There can be no abandonment to the Company of the property insured, but the Company reserve the right to take the whole, or any part thereof, at its appraised value; and, provided further, that it shall be optional with the Company to repair, rebuild, replace or restore the property lost or damaged, within a reasonable time, giving notice of their intention so to do, within thirty days after the receipt of the proofs herein required.

3d. The assured shall, whenever required, submit to examinations under oath by any person appointed by this Company, and subscribe to such examinations when reduced to writing, and shall also, as often as required, produce their books of account and other vouchers, or certified copies thereof, and exhibit the same for examination at the office of this Company, or at such other place as may be named by its Agent, and permit extracts and copies thereof to be made, and shall exhibit all that remains of the property, which was covered by this Policy, damaged or not damaged, for examination, to any person or persons named by the Company.

4th. As soon after the fire as possible, a particular statement of the loss shall be rendered to this Company, signed and sworn to by the assured, stating such knowledge or information as the assured has been able to obtain as to the origin and circumstances of the fire, and also stating the title and interest of the assured and of all others in the property, the cash value thereof, the amount of loss or damage, all other insurance covering any of said property, and a copy of the written parts of all policies, and the occupation of the entire premises. The assured shall also furnish such further particulars and such certificates of a magistrate or officer charged with the duty of investigating fires as may be required. And if loss or damage be claimed upon Buildings, Fixtures, or Machinery, the assured shall, if required, furnish plans and specifications thereof, which shall form a part of the particular statement or proof of loss.

5th. If this Policy is made payable, in case of loss, to a third party, or held as collateral security, the profits of loss shall nevertheless be made by the party insured at the time of the fire; but this Company shall not in such case, or under any circumstances whatever, be liable for a greater proportion of any loss upon property described in this Policy than the sum hereby insured bears to the whole sum insured thereon, whether such other insurance be by specific, or by general, or by floating policies, or whether such other insurance be valid or not, and without reference to the solvency of other insuring companies. And it is hereby declared and agreed that in case of the assured holding any other Policy in this or any other Company on the property insured, subject to the conditions of average, this Policy shall be subject to average in like manner. The claim shall not be due or payable until sixty days after the full completion of all the requirements herein contained.

6th. When required, the assured shall assign to this Company all his right to receive satisfaction therefor from any other person or persons, town or corporation, with a power of attorney to sue for and recover the same at the expense of this Company.

7th. It is furthermore hereby expressly provided and mutually agreed, that no suit or action against this Company for the recovery of any claim by virtue of this Policy, shall be sustainable in any Court of Law or Chancery, unless such suit or action shall be commenced within twelve months next after the fire shall occur.

In Witness Whereof, THE INDIANA INSURANCE COMPANY OF INDIANAPOLIS, have caused these presents to be signed by their President and attested by their Secretary, in the City of Indianapolis, but the same shall not be binding unless countersigned by the duly authorized Agent of said Company, at Danville, Hendricks Co., Ind.

Mr. V. McMillan SECRETARY.

A. B. Byram PRESIDENT.

Countersigned at Danville this 16th day of December 1884

J. W. Foster Agent.

\$5000

200783

UNDERWRITERS POLICY

Policy of Insurance

THE
GERMANIA
FIRE
Insurance Company



AND THE
HANOVER
FIRE
Insurance Company

EACH OF THE
CITY OF NEW YORK.

EACH ACTING AND CONTRACTING FOR ITSELF, AND NOT ONE FOR THE OTHER

In Consideration of one half part of the Sum of Twenty five ⁰⁰/₁₀₀ Dollars to each of them paid
By the assured hereinafter named Do each Insure Hendricks County, Indiana, of Hendricks Const
AGAINST LOSS OR DAMAGE BY FIRE and Lightning.

To the amount of one half part of the Sum of Two Thousand ⁰⁰/₁₀₀ Dollars
For the Term of Three Years.

- # 4400 On their two story brick slate roofed building and stone basement occupied by said County as a poor Asylum or infirmary.
 - # 300 On Steam heating apparatus contained therein.
 - # 150 On Furniture fixtures and provisions contained therein.
 - # 100 On Farm Barn on the farm.
 - # 25 On Two Horses 1250 each.
 - # 25 On Farm products, farming and Agricultural implements, Wagon and Harness, contained in said Barn.
- \$5000 It is understood and agreed that this Policy shall cover loss or damage by Lightning whether fire ensues or not. Fifteen Thousand Dollars additional Insurance permitted.

And each of the said Companies agrees to make good to the assured its executors, administrators and assigns, all such immediate loss or damage not exceeding in amount the sum insured by said Companies as aforesaid, as shall happen by fire to the property above specified, from the 16th day of December 1881 at noon, to the 16th day of December 1884 at noon; the amount of such loss or damage to be estimated according to the actual cash value at the time of the loss, and to be paid sixty days after due notice and proofs of the same, made by the assured, and received at the office of the General Agency of the said Companies in the City of New York, in accordance with the terms of this Policy hereinafter mentioned; but provided, in case differences shall arise touching any loss or damage, after proof thereof has been received in due form, the matter shall, at the written request of either party, be submitted to arbitrators, indifferently chosen, whose award in writing shall be binding on the parties as to the amount of such loss or damage, but shall not decide the liability of the Companies respectively under this Policy.

AND, PROVIDED FURTHER, that it shall be optional with the Companies to repair, rebuild or replace the property lost or damaged with other of like kind and quality, within a reasonable time, giving notice of their intention so to do within thirty days after receipt of proof herein required; and in case the Companies elect to rebuild, the assured shall, if required, furnish plans and specifications of the building destroyed. Neither of the Companies shall be liable for loss by theft at or after a fire; nor for any loss or damage by fire caused by means of an invasion, insurrection, riot, civil commotion, or military or usurped power; nor for the loss of money, bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind; nor for loss or damage from fires in buildings unprovided with good and substantial stone or brick chimneys, unless the character of the chimneys used is represented to the Companies and described in the Policy; nor for loss or damage originating in neglect or deviation from laws or regulations of police, where such exist; nor for loss or damage caused by the falling of any building, or from any fire ensuing therefrom; nor for any loss caused by the explosion of gunpowder, camphene, or any explosive substance; nor for loss or damage by lightning, or the explosion of a steam boiler, unless fire ensues, and then for the loss or damage by fire only, which shall be determined by the value of the damaged property after the casualty by explosion or lightning; nor for loss or damage caused by removal of property from a building, except it be proved that such removal was necessary to preserve the property, in which case the damage shall be borne by the assured and by the Companies respectively, in the proportion that the sum hereby insured bears to the whole value of the property insured. Bullion, jewels, plate, watches, musical instruments (except one piano or melodeon as part of the furniture of a dwelling-house), scientific instruments, ornaments, medals, printed music, engravings, paintings, picture frames, sculpture, casts, curiosities, models, patterns, or plate-glass in doors or windows when the plates are of the dimensions of three feet square or more, also store furniture or fixtures, unless particularly specified in writing on the Policy and separately and particularly insured, are not protected by this Policy.

If a building shall fall, except as the result of a fire, all insurance under this Policy on it or its contents shall immediately cease and determine. 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 or otherwise, a suitable deduction from the cash cost of replacing shall be made, to ascertain the actual cash value.

The application, survey, plan, or description of the property herein insured shall be considered a part of this contract, and a warranty by the assured; and any false representation by the assured of the condition, situation, or occupancy of the property, or any omission to make known every fact material to the risk, or any over-valuation, or any misrepresentation whatever, either in a written application or otherwise, or if the assured, prior to or during the term of this Policy, shall have made, or shall make any fraudulent or false representation to the authorities touching the property hereby insured, or property contained therein, with intent to defraud the public revenues, or if the assured shall have, or shall hereafter make, any other insurance on the property hereby insured, or any part thereof, without the consent of the Companies written hereon, or if the above-mentioned premises shall be occupied or used so as to increase the risk, or become vacant and unoccupied, or the risk be increased by the erection of adjacent buildings, or by any other means whatever within the knowledge or control of the assured, without the written assent of the Companies endorsed hereon, or if the property be sold or transferred, or any change take place in title or possession, whether by legal process or judicial decree, or voluntary transfer or conveyance; or if this Policy shall be assigned, before or after a fire, without the consent of the Companies endorsed hereon, or if the premium shall be unpaid, or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, mortgagee, lessee, or otherwise, is not truly stated in this Policy, or if the assured shall keep or use upon the said premises gunpowder, or phosphorus, or petroleum, or rock or earth oils, or benzole, benzine, or naphtha, camphene, spirit gas, or chemical oils, or any explosive substance, without written permission in this Policy, then and in every such case, this Policy shall be void; and in no case shall the right to keep or use these articles be presumed from the character of the occupation insured without such specific permission in writing on the Policy; PROVIDED, HOWEVER, that without such written permission, the assured may keep upon the said premises, not exceeding twenty-five pounds of gunpowder, if the same be kept in close tin canisters, and be sold only by daylight; and that he may also keep for sale or use upon the said premises, not exceeding five barrels of Kerosene or Illuminating oil, which shall be of the U. S. Standard of 110°, not to be handled or sold by artificial light within the distance of fifteen feet. To protect themselves against such increase or change of the risk as may not, under the above conditions, render this Policy void, the Companies reserve to themselves the right at any time and for any cause, to return the assured the unexpired premium pro rata, which shall have the effect to cancel and annul this Policy. This insurance may be continued for a further term, the premium therefor being paid and a renewal receipt given for the same, and it shall be considered as continued under the original representation; but in case there shall have been any change in the risk, either within itself or by adjacent buildings, not made known to the Companies by the assured at the time of the renewal, and specifically entered in writing on the Policy renewed, this Policy and renewal shall be void.

If the interest of the assured in the property be any other than the entire, unconditional and sole ownership of the property, for the use and benefit of the assured, or be encumbered by any lien, whether by deed of trust, mortgage or otherwise, or if the building insured stands on leased ground, it must be so represented to the Companies and so expressed in the written part of this Policy, otherwise the Policy shall be void.

In case of other insurance upon the property hereby insured, whether by specific, or general, or floating Policies, and whether prior or subsequent to the date of this Policy, the assured shall be entitled to recover of the Companies respectively such proportion of the loss sustained, not exceeding the sum insured, as the sum insured by each of them bears to the whole amount insured thereon; and in case the assured hold any other Policy on the insured property subject to conditions of average, this Policy shall be entitled to like conditions.

In case of loss, the assured shall use their best endeavors in saving and protecting the property from damage at and after the fire; if they shall fail so to do, the Companies will not be liable for damage caused by such failure; and there can be no abandonment to the Companies of the property insured. The assured shall within seven days give notice of said loss to the Companies through their General Agent, in the City of New York, and, as soon after as possible, render a particular account of such loss, signed and sworn to by them, stating whether any, and what other insurance has been made on the same property, giving copies of the written portion of all Policies thereon, the actual cash value of the property, their interest therein, for what purpose and by whom the building insured, or containing the property insured, and the several parts thereof, were used, when and how the fire originated. And the assured shall, if required, submit to an examination under oath, apart from all other persons except the attesting magistrate or notary, by any person appointed by the Companies, and if deemed necessary by the Companies, to a second examination, and subscribe to such examinations when reduced to writing; and shall also produce their books of account and other vouchers, and all the remains of property hereby insured, whether damaged or not damaged, and shall also produce certified copies of all bills and invoices, the originals of which have been lost, and exhibit the same for examination, to any person named by the Companies. Damage to property not totally destroyed shall be appraised by disinterested men, mutually chosen by the assured and the Companies, and sworn to decide impartially; and the Companies reserve the right to take the articles damaged, or any part thereof, at their appraised value. When personal property is damaged, the assured shall forthwith cause it to be put in the best order possible, properly arranged, and make an inventory thereof, naming the quantity and cost of each article, and upon each article the damage shall be separately appraised, and the detailed report of the appraisers, under oath, in writing, shall form a part of the proofs hereby required; one-half the appraisers' fees to be paid by the Companies. In case of loss on property held in trust, or on commission, or if the interest of the assured be other than the entire and sole ownership, the names of the respective owners shall be set forth, with their respective interests therein, certified to by them. If this Policy is made payable, in case of loss, to a third party, or held as collateral security, the proofs of loss shall be made by the party originally insured, unless there has been an actual sale of the property insured, and transfer of this Policy shall have been sanctioned, in writing, by the Companies. And until such proofs, declarations and certificates are produced, and examinations and appraisals permitted, the loss shall not be payable. All fraud, or attempt at fraud, or false swearing on the part of the assured, shall cause a forfeiture of all claim under this Policy.

Re-insurance, if hereby made for any other Insurance Company, to be on a basis of such liability that, in the event of loss, these Companies are each to pay only their proportion of said loss, pro rata, with said other Company as the amount re-insured bears to the whole amount insured by such other Company.

IT IS FURTHERMORE HEREBY EXPRESSLY PROVIDED AND MUTUALLY AGREED that no suit or action against either of these Companies for the recovery of any claim by virtue of this Policy, shall be maintainable in any Court of Law or Chancery, unless such suit or action shall be commenced within three months next after the loss shall occur; and should any suit or action be commenced after the expiration of the aforesaid thirty-six months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim, any statute of limitation to the contrary notwithstanding.

And the said Companies respectively agree that, in case the assured shall have to resort to judicial proceedings for the purpose of enforcing his claims under this Policy, it shall not be necessary for him to proceed against each of them, but that he may bring his action against either of them and that the other shall be bound and concluded by the result of such action in the same manner and to the same effect as if it had been prosecuted against each of them separately with the like result.

IT IS FURTHER UNDERSTOOD AND MADE PART OF THIS CONTRACT that the Agent of these Companies has no authority to waive, modify, or strike from the Policy any of its printed conditions, nor his assent to an increase of risk binding upon the Companies until the same be endorsed in writing on the Policy, and the increased premium be paid; nor in the event that this Policy shall become void by reason of any of the conditions thereof, shall the Agent have power to revive the same except by issuing a new Policy, and any Policy so made void shall remain void and of no effect until revived by the actual issue and delivery to the assured of the new Policy, any contract by parol or understanding with the Agent to the contrary notwithstanding.

IT IS FURTHER UNDERSTOOD AND AGREED, by and between the parties hereto, that nothing herein contained shall be construed as creating or importing any joint liability on the part of the above-named Companies, but that each of the said Companies shall be regarded as only severally liable upon this Policy for the amount insured by each under the same, in the same manner and not otherwise, as if each had issued its separate Policy for the proportionate amount which each insures as above mentioned. And if any additional amount shall be endorsed upon this Policy, it is to be with the understanding that the said Companies each become insurers only for one-half of such additional amount.

THIS POLICY IS MADE AND ACCEPTED UPON THE ABOVE EXPRESS CONDITIONS, BUT THE SAME SHALL NOT BE VALID UNLESS COUNTERSIGNED BY THE DULY AUTHORIZED AGENT OF SAID COMPANIES AT Danville,

In Witness Whereof, the said Companies have respectively caused these presents to be signed by their respective Presidents, and attested by their respective Secretaries, in the City of New York.

(INDIANA.)

Countersigned by the Agent of the above named Companies.
Danville Agency.

This 16th day of December 1881

James C. Watrous Agent.

Pres. E. Garrigue President.
Secy. Schumann Secretary.
Pres. M. M. M. President.
Secy. M. M. M. Secretary.

The **GERMANIA** Fire Insurance Company,
OF NEW YORK.

The **HANOVER** Fire Insurance Company,
OF NEW YORK.

No. 1045

\$ 5000.00

BY THIS POLICY OF INSURANCE

Phoenix Insurance Company

OF BROOKLYN

In Consideration of Seventy Five Dollars
To them paid by the insured hereinafter named, the receipt whereof is hereby acknowledged, do Insure

AGAIN

TO THE AMOUNT OF

This policy covers loss or damage by lightning, whether fire ensues or not, not exceeding the sum or sums herein insured, nor the interest of the assured in the above described property; nor shall this company be liable for any greater proportion of said loss than the amount hereby insured bars to the total amount of insurance by fire or lightning hereon.

\$35.00 On two horses \$12.50 on each

\$25.00 On farm products, wagon and harness contained in said barn.

All situated on the County farm One mile east of Danville, Indiana.

Fifteen thousand dollars other insurance concurrent herewith permitted

Sum Insured, AND the said PHENIX INSURANCE COMPANY hereby agrees to make good unto the said assured their executors, administrators and assigns, all such immediate loss or damage, not exceeding in amount the sum or sums insured, as above specified, nor the interest of the assured in the property, except as herein provided, as shall happen by fire to the property so specified, from the sixteenth day of December one thousand eight hundred and eighty one at 12 o'clock at noon, to the sixteenth day of December one thousand eight hundred and eighty four at 12 o'clock at noon; the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss, and to be paid sixty days after the proofs of the same required by the Company shall have been made by the assured, and received at the office in CHICAGO, and the loss shall have been ascertained and proved in accordance with the terms and provisions of this Policy, unless the property be replaced, or the Company shall have given notice of their intention to rebuild or repair the damaged premises.

\$ 5000.00

Time,

3 Years

Rate,

100

Premium,

\$ 75.00

1. If an application, survey, plan, or description of the property herein insured is taken (whether said application, survey, plan, or description be taken or signed subsequent or prior to the issue of this Policy, such application, survey, plan or description shall be considered a part of this contract, and a warranty by the assured; and any false representation by the assured of the condition, situation or occupancy of the property, or any omission to make known fact material to the risk, or any over-valuation, or any misrepresentation, whether, either in a written application or otherwise; or if the assured shall have or shall hereafter make any other insurance (whether valid or not) on the property hereby insured, or any part thereof, without the consent of this Company written hereon; or if the above-mentioned premises shall be occupied or used so as to increase the risk, or become vacant or unoccupied, and so remain, without notice to and consent of this Company in writing, or the risk be increased by the erection or occupation of neighboring buildings, or by any means whatever within the control of the assured, without the consent of this Company insured hereon; or if it be a manufacturing establishment, running in whole or in part over or extra there, or running at night, or if it shall cease to be operated, without special agreement endorsed on this Policy; or if the property be sold or transferred, or upon the commencement of foreclosure proceedings against; or a sale under a deed of; or the existence of a judgment lien upon; or the issue or levy of an execution without actual possession against any kind of property hereby insured; or if the property insured be assigned under any bankrupt or insolvent law, or any change take place in title or possession (except in case of succession by reason of the death of the assured), whether by legal process, or voluntary transfer or conveyance; or if this Policy shall be assigned before a loss, without the consent of the Company endorsed hereon; or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee, or otherwise, be not truly stated in this Policy; or if the assured shall keep gunpowder, fire-works, nitro-glycerine, phosphorus, saltpetre, nitrate of soda, petroleum, or any of its products, naphtha, gasoline, benzine, benzole, or benzine varnish; or keep or use camphine, spirit gas, or any burning fluid or chemical oils, without written permission in this Policy; then, and in every such case, this Policy is void.

2. This insurance does not apply to or cover jewels, plate, watches, musical or scientific instruments (piano-fortes in dwellings excepted), ornaments, medals, patterns, printed music, printed books, engravings, paintings, picture frames, sculpture, casts, models, curiosities, unless particularly specified in this Policy, and then not for an amount exceeding the actual cost of same, unless by special agreement in Policy.
This Company shall not be liable by virtue of this Policy, or any renewal thereof, until the premium therefor be actually paid; nor for loss by theft at or after a fire; nor for money or bullion, bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind; nor for any loss or damage by fire which may happen by means of or during an invasion, insurrection, riot, civil commotion, or military or usurped power; nor for any loss in buildings unprovided with good and substantial stone or brick chimneys, the absence of which has been the cause of the fire; nor in consequence of any neglect or deviation from the laws or regulations of police, where such exist; nor by lightning, unless specifically mentioned; nor for any loss caused by the bursting of a boiler, or by explosions from any cause, and if the premises or vessel insured be damaged or destroyed by the bursting of a boiler, or by explosion from any cause, this Policy shall be null and void the instant the casualty by explosion occurs.

3. If a building shall fall, except as the result of a fire, all insurance by this Company on it or its contents shall immediately cease and determine.
4. If the interest of the assured in the property be any other than the entire, unconditional and sole ownership of the property, for the use and benefit of the assured, or if the building insured stands on leased ground, it must be so represented to the Company, and so expressed in the written part of this Policy, otherwise the Policy shall be void. When property has been sold and delivered, or otherwise disposed of, so that all interest or liability on the part of the assured herein named has ceased, this insurance on such property shall immediately terminate. Goods held on storage are not insured under this Policy unless specifically mentioned.
Note.—By "property held in trust" is intended property held under a deed of trust, or under the appointment of a court of law, or property held as collateral security, in which latter case this Company shall be liable only to the extent of the interest of the assured in such property.

5. If during this insurance, the above-mentioned premises shall be used for any trade, business or vocation, or for storing, using or vending therein any of the articles, goods or merchandise denominated hazardous, or extra hazardous, or specially hazardous, in the second class of hazards printed on the back of this Policy; or if the occupation of such premises be changed from one of the classes denominated extra hazardous or specially hazardous to that of another of the same class, except as herein specially agreed to in writing, upon this Policy; then and from thenceforth, so long as the same shall be so appropriated, applied or used, this Policy shall cease and be of no force or effect.

6. The best endeavors of the assured shall be used in saving and protecting the property from damage at and after the fire; and in case of failure so to do, this Company will not be liable for damage caused by such failure; and there can be no abandonment to the Company of the property insured.

The use of general terms, or anything less than a distinct, specific agreement, clearly expressed and indorsed on this Policy, shall not be construed as a waiver of any printed or written condition or restriction herein.

7. In case of any other insurance upon the property hereby insured, whether made prior or subsequent to the date of this Policy (whether valid or not), the assured shall be entitled to recover of this Company no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon; and it is hereby declared and agreed, that in case of the assured holding any other Policy in this or any other Company on the property insured, subject to the conditions of average, this Policy shall be subject to average in like manner. Any floating, blanket or general Policy or Policies, attaching in whole or in part, to the property covered by this Policy, shall, as between the assured and this Company, be considered as contributing insurance for the full amount of such Policy or Policies, and liable, as such, to pay pro-rata any loss, total or partial, on the property hereby insured.

Re-insurance, in case of loss, to be settled in proportion as the sum re-insured shall bear to the whole sum covered by the re-insured Company.
When property insured under this Policy is damaged by removal from a building exposed to loss by fire, such damage shall be borne by the insurers and insured in such proportion as the whole sum insured bears to the whole value of the property insured, of which proof, in due form required by this Policy, shall be made by the claimant so insured.

8. This insurance may be terminated at any time at the request of the assured, in which case the Company shall retain only the customary short rates for the time the Policy has been in force. The insurance may also be terminated at any time at the option of the Company, on giving notice to that effect, and refunding a ratable proportion of the premium for the unexpired term of the Policy. It is a part of this contract that any person, other than the assured, who may have procured this insurance to be taken by this Company, shall be deemed to be the agent of the assured named in this Policy, and not of this Company, under any circumstances whatever, or in any transaction relating to this insurance.

9. Kerosene Oil may be used for lights in dwellings, stores, churches and school-houses, and kept for sale in stores, in quantities not exceeding five barrels—to be drawn by daylight only.

10. Fences and other Yard Fixtures, also Store Furniture and Fixtures, are not insured under the within Policy, unless separately and specifically mentioned. Plate Glass in doors and windows, when of the dimensions of nine square feet or more, and Pier or Mantel Glasses or Mirrors, are not covered by insurance on the building, but must be separately and specifically insured. Goods in Show Windows where lights are used, must be separately and specifically insured, otherwise they are not protected by this Policy. Builders' Risk.—The working of carpenters, roofers, tin-smiths, gas-fitters, plumbers or other mechanics, in building, altering or repairing the premises named in this Policy, will vitiate the same, unless permission for such work be endorsed in writing hereon, except in dwelling houses only, where five days are allowed in any one year for incidental repairs, without notice or endorsement.

11. AND IT IS HEREBY UNDERSTOOD AND AGREED by and between this Company and the assured, that this Policy is made in reference to the foregoing terms and conditions, and to the classes of hazards and memoranda printed on the back of this Policy, which are hereby declared to be a part of this contract, and are to be used and resorted to in order to determine the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for in writing.

In Witness whereof, THE PHENIX INSURANCE COMPANY have caused these presents to be signed by their President and attested by their Secretary in the City of Brooklyn, County of Kings, N. Y.; but the same shall not be binding until countersigned by

Agent for the Company at Danville Indiana

Secretary.

President.

Countersigned at Danville Ind this sixteenth day of December 1871

Agent

CINCINNATI.

GENERAL AGENCY.

JOHN H. LAW,

MANAGER.

BOARD OF DIRECTORS.

R. BROCKLEBANK, Esq., CHAIRMAN.
G. H. HORSFALL, Esq., DEPUTY CHAIRMAN.
M. BELCHER, Esq.,
JOSIAS BOOKER, Esq., THOS. H. ISMAI, Esq.
WILLIAM CLIFF, Esq., D. MATCOMSON, Esq.
DAVID DUNCAN, Esq., W. J. MARROW, Esq.
T. D. HORNBY, Esq., M. H. MAXWELL, Esq.
E. W. RAYNER, Esq.

MANAGER:
JOHN H. McLAREN, Esq.



No. 2272324

\$ 5000.00

BY THIS POLICY OF INSURANCE

In consideration of the receipt of Seventy Five Dollars and the representations, covenants and warranties of the assured hereinafter named, do insure Commissioners of Hendricks Co. Inda- against loss or damage by Fire to the amount of Five Thousand Dollars.

\$4400 @ 17. On two story brick slate roofed Infirmary
500 " do On steam Heating Apparatus therein
150 " do On Furniture, fixtures and Personal Effects
100 " do On frame Barn
25 " do On farm Products and Implements, wagon and harness, some contained therein
25 " do On two horses, white shire, being \$12.50 in each horse, occupied as a County Infirmary or Asylum, and situated one mile East of Danville, Indiana.

LIGHTNING CLAUSE.

It is understood and agreed, that this Policy covers loss or damage by lightning, whether fire ensues or not, provided, however, if there shall be any other insurance on said property this company shall be liable only to pro rate with such other insurance in payment of any loss by lightning, whether such other insurance is against loss by lightning or not.

This slip being attached to Policy No. 2272324 of the Royal Insurance Company, Liverpool forms a part of said Policy. Dated Dec. 16 - 1881.

G. W. Wayland Agent.

AND THE SAID ROYAL INSURANCE COMPANY hereby agree, out of their capital stock and funds, to make good unto the said assured, its executors, administrators, and assigns, all such immediate loss or damage, not exceeding in amount the sum or sums insured, as above specified, nor the interest of the assured in the property, except as herein provided, as shall happen by fire to the property so specified, from the fourteenth day of December one thousand eight hundred and Eighty One at twelve o'clock at noon; the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss, and to be paid after due notice and proofs of the same shall have been made by the assured and received at this office, in accordance with the terms and provisions of this policy, unless the property be replaced, or the Company shall have given notice of their intention to rebuild or repair the damaged premises.

1. If an application, survey, plan, or description of the property herein insured is referred to in this Policy, such application, survey, plan, or description shall be considered a part of this contract, and a warranty by the assured; and if any false representation be made by the assured of the condition, situation, or occupancy of the property, or if there be any omission to make known every fact material to the risk, or an over valuation, or any misrepresentation whatever, either in a written application or otherwise; or if the assured shall have, or shall hereafter make, any other insurance on the property hereby insured, or any part thereof, without the consent of the Company written hereon, or if the above-mentioned premises shall be occupied or used so as to increase the risk, or the risk be increased by the erection or occupation of neighbouring buildings, or by any means whatever within the control of the assured, without the assent of this Company indorsed hereon; or if it be a manufacturing establishment running in whole or in part over or extra time or running at night; or if the property be sold or transferred, or any change take place in title or possession (except in case of succession by reason of the death of the assured), whether by legal process, or judicial decree, or by voluntary transfer, or conveyance; or if this Policy shall be assigned before a loss, without the consent of the Company indorsed hereon, or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee, or otherwise, be not truly stated in this Policy; or if the assured shall keep gunpowder, fireworks, nitro-glycerine, phosphorus, saltpetre, nitrate of soda, petroleum, naphtha, gasoline, benzene, benzole or benzine varnish, or keep or use camphene, spirit gas, or any burning fluid or chemical oils, or other articles subject to legal restrictions, without written permission in this Policy, then, and in every such case, this Policy shall be void.

2. This insurance does not apply to or cover jewels, plate, watches, musical or scientific instruments (pianofortes in dwellings excepted), ornaments, patterns, printed music, printed books, engravings, paintings, picture frames, sculpture, casts, models, or curiosities, unless specifically specified in this Policy. This Company shall not be liable by virtue of this Policy for any loss by theft at or after a fire; nor for money or bullion, bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind; nor for loss or damage by fire happening during the existence of any localities in which the property insured is situated, unless proof be made to the satisfaction of the Directors that such loss or damage was not occasioned by, or connected with, but occurred from a cause or causes independent of the existence of such invasion, foreign enemy, rebellion, insurrection, riot, civil commotion, military or usurped power, or martial law. And this Policy does not cover loss or damage occasioned by or through any earthquake or hurricane; nor goods destroyed or damaged while undergoing any process by which the application of fire heat is necessary; nor any loss in or on buildings unprovided with good and sufficient regulations of the police, where such exist; nor any loss caused by the explosion of gunpowder, or any explosive substance; nor by lightning or explosions of any kind, unless fire ensues, and then for the loss or damage by fire only, which loss shall be determined by the value of the damaged property after the casualty by explosion, or lightning.

3. If a building shall fall, except as a result of a fire, all insurance by this Company on it or its contents shall immediately cease and determine.

4. If the interest of the assured in the property be any other than the entire, unconditional, and sole ownership of the property, for the use and benefit of the assured, or if the building insured stands on leased ground, unless the lease be perpetual, it must be so represented to the Company, and so expressed in the written part of this Policy, otherwise the Policy shall be void. When property has been sold and delivered, or otherwise disposed of, so that all interest or liability on the part of the assured herein named has ceased, this insurance on such property shall immediately terminate. Goods held on storage, or in trust or on commission, must be so described and declared at the time of effecting such insurance, and must be separately and specifically insured, otherwise this Policy will not extend to cover such property.

5. The best endeavours of the assured shall be used in saving and protecting the property from damage at and after the fire; and in case of failure so to do this Company will not be liable for damage caused by such failure; and there can be no abandonment to the Company of the property insured.

The use of general terms, or anything less than a distinct, specific agreement, clearly expressed and indorsed on this Policy, shall not be construed as a waiver of any printed or written condition or restriction therein.

6. In case of any other insurance upon the property hereby insured, whether made prior or subsequent to the date of this Policy, whether valid or not valid, and whether concurrent with this Policy or otherwise, the assured shall be entitled to recover of this Company no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon; and it is hereby declared and agreed that in case of the assured holding any other Policy in this or any other Company on the property insured, or any part thereof, subject to the conditions of average, this Policy shall be subject to average in like manner.

Kerosine.—The use of refined kerosine oil when of the standard of 110 degrees Fahr. quality, for lights only in stores and dwellings is permitted, provided the same be drawn and the lamps filled and trimmed by daylight only, and without the use of artificial light.
Gas.—The generating or evaporating within the building, or contiguous thereto, of any substances for a burning gas or the use of gasoline and similar fluids for lighting, is prohibited under this Policy, unless permitted in writing hereon.
Fences and other Yard Fixtures, also Store Furniture and Fixtures, are not covered by insurance on the building, but must be separately and specifically insured.
Glass Doors and Windows, when plates are of the dimensions of three square feet and more, are not covered by this Policy unless separately and specifically insured.
Frescoed Work, or gilding on walls or ceilings, is not covered by insurance on the building, but must be separately and specifically insured.
Builders' Risk.—The working of carpenters, roofers, tinsmiths, gasfitters, plumbers or other mechanics in building, altering, or repairing the premises named in this Policy, will vitiate the same unless permission for such work be indorsed in writing hereon, excepting in dwelling-houses only, where five days are allowed in any one year for incidental repairs without notice or endorsement.

AND IT IS HEREBY UNDERSTOOD AND AGREED by and between this Company and the assured that this Policy is made and accepted in reference to the foregoing terms and conditions, which are hereby declared to be a part of this contract, and are to be used and resorted to in order to determine the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for in writing.

THIS POLICY SHALL NOT BE VALID UNLESS COUNTERSIGNED BY THE DULY AUTHORISED AGENT OF THE SAID ROYAL INSURANCE COMPANY, AT Danville, Indiana.

In Witness whereof, We, Two of the Directors of the said Company, by our authorised Attorney have hereunto set our hands and have caused the Common Seal of the said Company to be hereunto affixed. Dated at CINCINNATI this Seventeenth day of December in the year of our Lord one thousand eight hundred and Eighty One and issued there.

Countersigned at Danville, Indiana this fourteenth day of December 1881.
G. W. Wayland Agent.

By their Attorney, Wm. A. Lawton, Agent to the said Company.

DIRECTORS.

CINCINNATI GENERAL AGENCY.

RECEIVED, *Danville Ind Nov 18th* 188*4*

Policy No. 106 disclosed at the St. Louis, Mo. Agency of said Company.

In consideration thereof, said Policy is hereby reduced the above mentioned sum, leaving insured thereunder,

On Bayland Building \$ 4500

On Hearsey Depurah \$ 250

On Burnham \$ 150

On _____ \$ _____

Dollars, viz:

BOARD OF DIRECTORS

R. BROCKLEBANK, Esq., CHAIRMAN.
G. H. HORSFALL, Esq.,
J. TORR, Esq., M.P., } DEPUTY CHAIRMEN.
M. BELCHER, Esq., .. T. D. HORNBY, Esq.,
JOSIAS BOOKER, Esq., .. D. MALCOMSON, Esq.,
WM CLIFF, Esq., .. W. J. MARROW, Esq.,
DAVID DUNCAN, Esq., .. M. H. MAXWELL Esq.,
HENRY ROYDS Esq.

MANAGER
H. McLAREN, Esq.

COMPANY

INCORPORATED A. D. 1845

INCORPORATED A. D. 1845
OF LIVERPOOL

No. 1923180

BY THIS POLICY OF INSURANCE

In consideration of the receipt of

Sixty

Dollars

and the representations, covenants and warranties of the assured hereinafter named.

To Insure The Commissioners of Hendricks Co, Indiana against loss or damage by Fire
to the amount of Five Thousand Dollars.

The Property hereinafter described

\$4500. On the Two story Brick, slate roof Building used and occupied by said
Hendricks County as a County Infirmary or Asylum
250. On Steam Heating Apparatus
150. On Furniture all contained therein &
100. On Frame Barn. All situated on the County Farm one mile East of
Danville, Indiana. \$15,000. other insurance permitted.

AND THE SAID ROYAL INSURANCE COMPANY hereby agree, out of their capital stock and funds, to make good unto the said assured, therein executors, administrators, and assigns, all such immediate loss of damage, not exceeding in amount the sum or sums insured, as above specified, nor the interest of the assured in the property, except as herein provided, as shall happen by fire to the property so specified, from the fourteenth day of December one thousand eight hundred and eighty-eight at twelve o'clock at noon; the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss, and to be paid after due notice and proofs of the same shall have been made by the assured and received at this office, in accordance with the terms and provisions of this Policy, unless the property be replaced, or the Company shall have given notice of their intention to rebuild or repair the damaged premises.

1. If an application, survey, plan, or description

Sum Insured,

\$5000

Time,

3470.

Rate,

 $1\frac{1}{5}$

Premium.

6000

[illegible][illegible]

part of this contract, and are to be used and resorted to in order to determine the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for in writing.

In Witness whereof, We, Two of the Directors of the said Company, by our authorised Attorneys, have hereunto set our hands and have caused the Common Seal of the said Company to be hereunto affixed. Dated at CINCINNATI, this 17th day of December in the year of our Lord one thousand eight hundred and 78.

Countersigned at Lawville, Ind.

this 17th day of December 1898.

G W Wayland Agent

By their Attorneys,

DIRECTORS

Agents to the said Company.

BY THIS POLICY OF INSURANCE,
THEHOME INSURANCE COMPANY,
OF THE CITY OF NEW YORK.In Consideration of Seventy five Dollars,

To them paid by the Insured hereinafter named, the receipt whereof is hereby acknowledged, Do Insure

The Commissioner of Hendricks County

AGAINST LOSS OR DAMAGE BY FIRE, TO THE AMOUNT OF

Five Thousand Dollars as follows

\$4400 On Two story brick slate roof Infirmary Building and Stone
200 300 600 On Steam Heating Apparatus therein
100 150 300 On Furniture and fixtures and provision therein
100 100 300 On House Barn
50 25 150 On Stump Product and implements used in business while contained
50 25 150 On Two horses while therein being \$12.50 an each horse
occupied as a county as a county infirmary or asylum
and situated one mile East of Danville
50 150 Dwelling

LIGHTNING.—It is understood and agreed that this Policy shall cover loss or damage by lightning to the property hereby insured, whether fire ensues or not; Provided that if there is other insurance upon the property damaged, then this Company shall only be liable for such proportion of the loss or damage, as the amount hereby insured bears to the whole amount insured thereon, whether such other insurance contains a similar clause or not.

#15000 Additional insurance assumed

Sum Insured,

\$ 5000

Time,

3 yrs

Rate,

115

Premium,

\$ 7500

And the said HOME INSURANCE COMPANY hereby agree to make good unto the said assured, their successors executors, administrators and assigns, all such immediate loss or damage, not exceeding in amount the sum or sums insured as above specified, nor the interest of the assured in the property, except as herein provided, as shall happen by fire to the property so specified, from the 24th day of December one thousand eight hundred and eighty one at twelve o'clock at noon, to the 24th day of December one thousand eight hundred and eighty one at twelve o'clock at noon; the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss, and to be paid sixty days after due notice and proofs of the same shall have been made by the assured and received at the office of the Company in New York, in accordance with the terms and provisions of this Policy, unless the property be replaced, or the Company shall have given notice of their intention to rebuild or repair the damaged premises.

1. If an application, survey, plan or description of the property herein insured is referred to in this Policy, such application, survey, plan or description shall be considered a part of this contract, and a warranty by the assured; and any false representation by the assured of the condition, situation or occupancy of the property, or any omission to make known every fact material to the risk, or an over-valuation, or any misrepresentation whatever, either in a written application or otherwise; or if the assured shall have made hereafter make any other insurance on the property hereby insured, or any part thereof, without the consent of the Company written hereon; or if the above-mentioned premises shall be occupied or used so as to increase the risk, or become vacant or unoccupied, without notice to, and consent of, this Company, in writing, or the risk be increased by the erection or occupation of neighboring buildings, or by any means whatever within the control of the assured, without the assent of this Company endorsed hereon; or if it be a manufacturing establishment running in whole or in part over, or extra time, or running at night, or if it shall cease to be operated, without special agreement endorsed on this Policy; or if the property be sold or transferred, or any change takes place in title or possession, (except by succession by reason of the death of the insured), whether by legal process, or judicial decree, or voluntary transfer or conveyance; or if this Policy shall be assigned before a loss, without the consent of the Company endorsed hereon; or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee, or otherwise, be not truly stated in this Policy; or if the assured shall keep or use gunpowder, fireworks, nitro-glycerine, phosphorus, saltpetre, nitrate of soda, petroleum, naphtha, gasoline, benzine, benzole, or benzene varnish; or keep or use camphene, spirit gas, or any burning fluid or chemical oils, without written permission in this Policy; then, and in every such case, this Policy shall be void. Kerosene oil, however, may be used for lights in dwellings, stores, churches and school-houses, and kept for sale in stores in quantities not exceeding five barrels—to be drawn by daylight only.

2. This insurance does not apply to or cover jewels, plate, watches, musical or scientific instruments (piano-fortes in dwellings excepted), ornaments, medals, patterns, printed music, printed books, engravings, paintings, picture frames, sculpture, casts, models or curiosities, unless particularly specified in this Policy. This Company shall not be liable by virtue of this Policy, or any renewal thereof, until the premium therefor be actually paid; nor for loss by theft or after a fire; nor for money or bullion, bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind; nor for any loss or damage by fire caused by means of an invasion, insurrection, riot, civil commotion, or military or usurped power; nor for any loss in buildings unprovided with good and substantial stone or brick chimneys, the absence of which has been the cause of the fire; nor in consequence of any neglect or deviation from the laws or regulations of police, where such exist; nor for any loss caused by the explosion of gunpowder, or any explosive substance; nor by lightning, or explosion of any kind, unless fire ensues, and then for the loss or damage by fire only, which loss shall be determined by the value of the damaged property after the casualty by fire or lightning.

3. If a building shall fall, except as the result of a fire, all insurance by this Company on it or its contents shall immediately cease and determine.

4. If the interest of the assured in the property be any other than the entire, unconditional and sole ownership of the property, for the use and benefit of the assured, or if the building insured stands on leased ground, it must be so represented to the Company and so expressed in the written part of this Policy, otherwise the Policy shall be void. When property has been sold and delivered, or otherwise disposed of, so that all interest or liability on the part of the assured herein named has ceased, this insurance on such property shall immediately terminate. Goods held on storage must be separately and specifically insured.

5. In case the use or occupation of the above mentioned premises, at any time during the period for which this Policy would otherwise continue in force, shall be so changed as to increase the risk thereupon, except as may be hereafter agreed to by this Corporation, in writing, upon this Policy, from thenceforth, so long as the same shall be so used, this Policy shall be of no force or effect.

6. The best endeavors of the assured shall be used in saving and protecting the property from damage at and after the fire; and in case of failure so to do, this Company will not be liable for damage caused by such failure; and there can be no abandonment to the Company of the property insured. The use of general terms, or anything less than a distinct, specific agreement, clearly expressed, and indorsed on this Policy, shall not be construed as a waiver of any printed or written condition or restriction therein.

7. In case of any other insurance upon the property hereby insured, whether made prior or subsequent to the date of this Policy, the assured shall be entitled to recover of this Company no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon; and it is hereby declared and agreed that in case of the assured holding any other Policy in this or any other Company on the property insured, subject to the conditions of average, this Policy shall be subject to average in like manner. Any Floating Policy attaching, in whole or in part, to the property covered by this Policy, shall, as between the assured and this Company, be considered as contributing insurance for the full amount of such Policy, and liable as such to pay *pro rata* any loss, total or partial, on the property hereby insured.

Re-insurance, in case of loss, to be settled in proportion as the sum re-insured shall bear to the whole sum covered by the re-insured Company.

8. This insurance may be terminated at any time at the request of the assured, in which case the Company shall retain only the customary short rates for the time the Policy has been in force. This insurance may also be terminated at any time at the option of the Company, on giving notice to that effect, and refunding a ratable proportion of the premium for the unexpired term of the Policy.

9. Persons sustaining loss or damage by fire shall forthwith give notice of said loss in writing, to the Company, and, as soon thereafter as possible, render a particular account of such loss, signed and sworn to by them, stating whether any and what other insurance has been made on the same property, giving copies of the written portion of all Policies thereon, also the actual cash value of the property and their interest therein, for what purpose and by whom the building insured, or containing the property insured, and the

AND IT IS HEREBY UNDERSTOOD AND AGREED, by and between this Company and the assured, that this Policy is made and accepted in reference to the foregoing terms and conditions, and to the classes of hazards and memoranda printed on the back of this Policy, which are hereby declared to be a part of this contract, and are to be used and resorted to, in order to determine the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for in writing.

In Witness Whereof, The Home Insurance Company have caused these PRESENTS to be signed by their PRESIDENT, and attested by their SECRETARY, in the City of NEW YORK. But this Policy shall not be valid unless countersigned by the duly authorized Agent of said HOME INSURANCE COMPANY at DANVILLE, IND.

A. Washburn SECRETARY.

Chas. Martin PRESIDENT.
Thomas Hoge AGENT

Countersigned at DANVILLE, this 24th day of December 1881

No. 234

STOCK COMPANY.—CASH CAPITAL, \$2,000,000.

\$5000

BY THIS POLICY OF INSURANCE,
THEHOME INSURANCE COMPANY,
OF THE CITY OF NEW-YORK,

In Consideration of Sixty Dollars,

To them paid by the Insured hereinafter named, the receipt whereof is hereby acknowledged, Do Insure

The Commissioners of Hendricks County Indiana
AGAINST LOSS OR DAMAGE BY FIRE, TO THE AMOUNT OF

\$5000 Five thousand Dollars as follows to wit

\$4500 Four thousand five hundred dollars on the two story brick state roof building owned and used by said Hendricks County as a County Infirmary or asylum for her poor.

\$250 Two hundred and fifty on steam heating apparatus therein

\$150 One hundred and fifty Dollars on furniture therein, and

\$100 One hundred Dollars on Frame Barn

All situated on the farm belonging to said County being part of the North East quarter of Section 18 and part of the North West quarter of Section Eleven Township 15 North of Range One West in said County and State \$15000 Additional insurance allowed

Sum Insured,

\$5000

Time,

3 years

Rate,

120

Premium,

\$6000

And the said HOME INSURANCE COMPANY hereby agree to make good unto the said assured, their Successors, administrators and assigns, all such immediate loss or damage, not exceeding in amount the sum or sums insured, as above specified, nor the interest of the assured in the property, except as herein provided, as shall happen by fire to the property so specified, from the 24th day of December one thousand eight hundred and seventy-eight at twelve o'clock at noon, to the 31st day of December one thousand eight hundred and seventy-eight at twelve o'clock at noon; the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss, and to be paid sixty days after due notice and proofs of the same shall have been made by the assured and received at the office of the Company in New-York, in accordance with the terms and provisions of this Policy, unless the property be replaced, or the Company shall have given notice of their intention to rebuild or repair the damaged premises.

1. If an application, survey, plan, or description of the property herein insured is referred to in this Policy, such application, survey, plan or description shall be considered a part of this contract, and a warranty by the assured; and any false representation by the assured of the condition, situation or occupancy of the property, or any omission to make known every fact material to the risk, or an over-valuation, or any misrepresentation whatever, in a written application or otherwise; or if the assured shall have, or shall hereafter make any other insurance on the property hereby insured, or any part thereof, without the consent of the Company written hereon; or if the above-mentioned premises shall be occupied or used so as to increase the risk, or become vacant or unoccupied, and so remain for more than thirty days without notice to, and consent of, this Company in writing, or the risk be increased by the erection or occupation of neighboring buildings, or by any means whatever within the control of the assured, without the assent of this Company endorsed hereon; or if it be a manufacturing establishment running in whole or in part over, or extra time, or running at night, or if it shall cease to be operated, without special agreement endorsed on this Policy; or if the property be sold or transferred, or any change takes place in title or possession, whether by legal process, or judicial decree, or voluntary transfer, or conveyance; or if this Policy shall be assigned before a loss without the consent of the Company endorsed hereon; or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee, or otherwise, be not truly stated in this Policy; or if the assured shall keep gunpowder, fire-works, nitro-glycerine, phosphorus, saltpetre, nitrate of soda, petroleum, naphtha, gasoline, benzine, benzole, or benzine varnish, or keep or use camphene, spirit gas, or any burning fluid or chemical oils, without written permission in this Policy; then, and in every such case, this Policy shall be void. Kerosene oil, however, may be used for lights in dwellings, stores, churches and school-houses, and kept for sale in stores in quantities not exceeding five barrels—to be drawn by daylight only.

2. This insurance does not apply to or cover jewels, plate, watches, musical or scientific instruments (piano-fortes in dwellings excepted), ornaments, medals, patterns, printed music, printed books, engravings, paintings, picture frames, sculpture, casts, models or curiosities, unless particularly specified in this Policy. This Company shall not be liable by virtue of this Policy, or any renewal thereof, until the premium therefor be actually paid; nor for loss by theft at or after a fire; nor for money or bullion, bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind; nor for any loss or damage by fire caused by means of an invasion, insurrection, riot, civil commotion, or military or usurped power; nor for any loss in buildings unprovided with good and substantial stone or brick chimneys, the absence of which has been the cause of the fire; nor in consequence of any neglect or deviation from the laws or regulations of police, where such exist; nor for any loss caused by the explosion of gunpowder, or any explosive substance; nor by lightning, or explosions of any kind, unless fire ensues, and then for the loss or damage by fire only, which loss shall be determined by the value of the damaged property after the casualty by explosion or lightning.

3. If a building shall fall, except as the result of a fire, all insurance by this Company on it or its contents shall immediately cease and determine.

4. If the interest of the assured in the property be any other than the entire, unconditional and sole ownership of the property, for the use and benefit of the assured, or if the building insured stands on leased ground, it must be so represented to the Company and so expressed in the written part of this Policy, otherwise the Policy shall be void. When property has been sold and delivered, or otherwise disposed of, so that all interest or liability on the part of the assured herein named has ceased, this insurance on such property shall immediately terminate. Goods held on storage must be separately and specifically insured.

5. In case the use or occupation of the above mentioned premises, at any time during the period for which this Policy would otherwise continue in force, shall be so changed as to increase the risk thereupon, except as may be hereafter agreed to by this Corporation, in writing, upon this Policy, from thenceforth, so long as the same shall be so used, this Policy shall be of no force or effect.

6. The best endeavors of the assured shall be used in saving and protecting the property from damage at and after the fire; and in case of failure so to do, this Company will not be liable for damage caused by such failure; and there can be no abandonment to the Company of the property insured.

The use of general terms, or anything less than a distinct, specific agreement, clearly expressed, and endorsed on this Policy, shall not be construed as a waiver of any printed or written condition or restriction therein.

7. In case of any other insurance upon the property hereby insured, whether made prior or subsequent to the date of this Policy, the assured shall be entitled to recover of this Company no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon; and it is hereby declared and agreed that in case of the assured holding any other Policy in this or any other Company on the property insured, subject to the conditions of average, this Policy shall be subject to average in like manner. Any Floating Policy attaching, in whole or in part, to the property covered by this Policy, shall, as between the insured and this Company, be considered as contributing insurance for the full amount of such Policy, and liable as such to pay pro rata any loss, total or partial, on the property hereby insured.

Re-insurance, in case of loss, to be settled in proportion as the sum re-insured shall bear to the whole sum covered by the re-insured Company.

8. This insurance may be terminated at any time at the request of the assured, in which case the Company shall retain only the customary short rates for the time the Policy has been in force. The insurance may also be terminated at any time at the option of the Company, on giving notice to that effect, and refunding a ratable proportion of the premium for the unexpired term of the Policy.

9. Persons sustaining loss or damage by fire shall forthwith give notice of said loss to the Company, and, as soon thereafter as possible, render a particular account of such loss, signed and sworn to by them, stating whether any and what other insurance has been made on the same property, giving copies of the written portion of all Policies thereon, also the actual cash value of the property and interest therein, for what purpose and by whom the building insured, or containing the property insured, and the several parts thereof, were used at the time of the loss, when and how the fire originated, and shall also produce a certificate under the hand and seal of a Magistrate or Notary

Public (nearest to the place of the fire, not concerned in the loss as a creditor or otherwise, nor related to the assured), stating that he has examined the circumstances attending the loss, knows the character and circumstances of the assured, and verily believes that the assured has, without fraud, sustained loss on the property insured to the amount which such Magistrate or Notary Public shall certify. The assured shall, if required, submit to an examination or examinations under oath, by any person appointed by the Company, and subscribe to such examinations when reduced to writing, and shall also produce their books of account and other vouchers, and exhibit the same for examination at the office of the Company, and permit extracts and copies thereof to be made; the assured shall also produce certified copies of all bills and invoices, the originals of which have been lost, and shall exhibit all that remains of the property which was covered by this Policy, damaged or not damaged, for examination to any person or persons named by the Company.

When personal property is damaged the assured shall forthwith cause it to be put in order, assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory to be made, and furnished to the Company, of the whole, naming the quantity, quality and cost of each article. The amount of sound value and of damage shall then be ascertained by appraisal of each article by competent persons (not interested in the loss as creditors or otherwise, nor related to the assured or sufferers), to be mutually appointed by the assured and the Company; their report, in writing, to be made under oath before any magistrate or other properly commissioned person; one-half of the appraisers' fees to be paid by the assured. The Company reserve the right to take the whole or any part of the articles at their appraised value; and until such proofs, declarations and certificates are produced, and examinations and appraisals permitted by the claimant, the loss shall not be payable.

In case of loss on property held in trust, or on commission, or if the interest of the assured be other than the entire and sole ownership, the names of the respective owners shall be set forth, together with their respective interests therein. If this Policy is made payable, in case of loss, to a third party, or held as collateral security, the proofs of loss shall be made by the party originally insured, unless there has been an actual sale of the property insured. All fraud, or attempt at fraud, by false swearing or otherwise, shall cause a forfeiture of all claim on this Company under this Policy.

But provided, in case differences shall arise touching any loss or damage after proof thereof has been received in due form, the matter shall, at the written request of either party, be submitted to impartial arbitrators, whose award in writing shall be binding on the parties as to the amount of such loss or damage, but shall not decide the liability of the Company under this Policy; and, provided further, that it shall be optional with the Company to repair, re-build or re-place the property lost or damaged with other of like kind and quality within a reasonable time, giving notice of their intention so to do within thirty days after receipt of the proofs herein required; and in case this Company elect to re-build, the assured shall, if required, furnish plan and specifications of the buildings destroyed.

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 or otherwise, a suitable deduction from the cash cost of replacing shall be made, to ascertain the actual cash value.

Where 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 the 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.

10. This insurance (the risk not being changed) may be continued for such further time as shall be agreed on, provided the premium therefor is paid and endorsed on this Policy, or a receipt given for the same, and it shall be considered as continued under the original representation, and for the original amounts and divisions, unless otherwise specified in writing; but in case there shall have been any change in the risk, either within itself or by neighboring buildings, not made known to the Company by the assured at the time of renewal, this Policy and renewal shall be void.

11. It is a part of this contract, that any person other than the assured, who may have procured this insurance to be taken by this Company, shall be deemed to be the agent of the assured named in this Policy, and not of this Company under any circumstances whatever, or in any transaction relating to this insurance.

12. It is furthermore hereby expressly provided and mutually agreed, that no suit or action against this Company, for the recovery of any claim by virtue of this Policy, shall be commenced against this Company after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim, any statute of limitation to the contrary notwithstanding.

13. GAS.—The generating or evaporating within the building or contiguous thereto, of any substance for a burning gas, or the use of gasoline for lighting, is prohibited under this Policy, unless permitted in writing hereon.

14. FENCES AND OTHER YARD FIXTURES, also STORE FURNITURE and FIXTURES, are not insured under the within Policy, unless separately and specifically mentioned.

15. PLATE GLASS doors and windows, when the plates are of the dimensions of nine square feet or more, are not covered by insurance on the building, but must be separately and specifically insured.

16. FRESKOED WORK, or gilding on walls or ceilings, is not covered by insurance on the building, but must be separately and specifically insured.

17. BUILDERS' RISK.—The working of carpenters, roofers, tinmiths, gas-fitters, plumbers, or other mechanics, in building, altering or repairing the premises named in this Policy, will vitiate the same, unless permission for such work be endorsed in writing hereon, except in dwelling houses only, where five days are allowed in any one year for incidental repairs, without notice or endorsement.

AND IT IS HEREBY UNDERSTOOD AND AGREED, by and between this Company and the assured, that this Policy is made and accepted in reference to the foregoing terms and conditions, and to the classes of hazards and memoranda printed on the back of this Policy, which are hereby declared to be a part of this contract, and are to be used and resorted to, in order, to determine the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for in writing.

In Witness whereof, The Home Insurance Company have caused these PRESENTS to be signed by their PRESIDENT, and attested by their SECRETARY, in the City of NEW-YORK. But this Policy shall not be valid unless countersigned by the duly authorized Agent of said HOME INSURANCE COMPANY at DANVILLE, IND.

J. A. Washburn SECRETARY.

Countersigned at DANVILLE, this 31st day of December 1878

Chas. J. Martin PRESIDENT.
Shamuel Hager AGENT.



The American Fire Insurance Company, OF PHILADELPHIA,

IN CONSIDERATION OF Thirty Three 100 DOLLARS, and of the representations of the Assured, and the conditions and limitations hereinafter mentioned, DO INSURE, The Commissioners of Hendricks County, Indiana. against Loss or Damage by Fire, TO AN AMOUNT NOT EXCEEDING Twenty Two Hundred 100 DOLLARS, for the period of Three Years from the Fifteenth day of December One Thousand Eight Hundred and Eighty Four at 12 o'clock, noon; to the Seventeenth day of December One Thousand Eight Hundred and Eighty Seven at 12 o'clock, noon; upon the following described property, to wit: ON Twenty Two Hundred 100 Dollars.

On the two story Brick Slate roofed County Infirmary Building including the Stone Basement thereof.
Occupied and used as a County Infirmary or Asylum for the Poor of Hendricks County Indiana and
Situate One mile East of Danville Indiana on the County Farm.
Kerosene or Coal Oil permitted for lights. Lamps to be filled and trimmed by daylight only.
Twenty Three 100 Dollars Additional Insurance permitted.

Contract cannot be changed or modified by any Agent.

as described there. Agency at Danville. Specially Agreed, That the property insured by this Policy when located as described there, shall be insured against any loss or damage caused by Lightning, and the interest of the Assured in the property, and subject in all other respects to the conditions and limitations of the policy hereby referred to, and that the Assured shall be liable only for the amount of any loss by Lightning, whether such other insurance is or is not effected with such other insurance company or companies.

Permission granted to keep for use not exceeding five barrels of Kerosene or Illuminating Oil, which shall be of not less than United States standard of 110 eggs. Not to be handled or sold by artificial light within the distance of fifteen (15) feet.
Also to keep for sale twenty-five pounds (25) of Gun Powder, metal canisters and to be handled and sold by daylight only.

This Slip being attached to Policy No. 1817 of the American Fire Insurance Company and issued at Danville, Ind. on the Seventeenth day of December 1884.

11. Property not covered by this Policy, unless specifically mentioned.—If the property to be covered be held in trust or on commission, or be a leasehold or other interest not amounting to absolute or sole ownership, or if the building named stands on leased ground, it must be so represented to the Company and expressed in the policy in writing, otherwise the insurance as to such property shall be void; and in case of loss, the names of the respective owners shall be set forth in the preliminary proofs of such loss, with their respective interests therein mentioned in writing in the policy, with specific amounts thereon. Looking glasses and plate glass over nine square feet, wall paper and bordering over fifty cents per piece, frescoing and decorative painting, stucco work and fancy flooring, over the cost of plain painting, plastering and flooring, are not included in this policy, unless specified. Fences and other yard fixtures, store furniture and fixtures, and church and school furniture and fixtures, must be separately and specifically described, otherwise they are not protected by this policy.

12. Prohibitions and Conditions under which this Policy becomes null and void.—Gunpowder, Fireworks, Nitro-glycerine, Phosphorus, Saltpetre, Nitrate of Soda, Crude or Refined Petroleum, or Coal Oil, Naphtha, Benzole, Benzine or Benzene Varnish, Camphene, Spirit Gas, Gasoline, Phosgene or Burning Fluid, Patent Cement, or any similar inflammable fluids or substances, are positively prohibited from being deposited, stored, kept or used in any building described herein, or containing any property covered by this policy, unless by special consent, in writing, endorsed hereon naming each article specifically—otherwise the insurance by this policy shall be void. The generating or evaporating within the building, or contiguous thereto, of any substance for a burning gas, or the working of carpenters, or other mechanics, in building, altering, or repairing, the premises named herein, will vitiate the policy, unless the same be consented to by the Company, in writing hereon; provided, however, that repairs to dwelling houses, not occupying over fifteen days, may be made, and coal oil may be used in dwellings—provided it shall be of the U. S. standard, and the lamps trimmed and filled by daylight—without notice to this Company.

The Insurance under this policy is made subject to the foregoing conditions, limitations and requirements, and in consideration thereof, as well as the premium paid.

In Witness Whereof, The said THE AMERICAN FIRE INSURANCE COMPANY have hereunto affixed their Common Seal, and caused these presents to be signed by their President, and attested by their Secretary, in the CITY OF PHILADELPHIA, State of Pennsylvania; but this policy shall not be valid unless countersigned by said Company's duly authorized Agent in DANVILLE, IND.



ATTEST:

Albert C. Crawford
Secretary.

Thos. H. Montgomery
President.

COUNTERSIGNED at Danville Indiana this Fifteenth day of December One Thousand Eight Hundred and Eighty Four

James C. Waters Agent.

No. 535446

Date Jan 1st 1885

Incorporated by Act of Parliament 1833

Sum Insured \$2000.

Premium \$30.



In Consideration of Thirty Dollars and of the agreements and conditions herein contained
Does Insure The Commissioners of Hendricks County, Indiana
to the amount of Two Thousand Dollars.

On the two story Brick, Flat roof Infirmary Building,
including the stone basement thereof, occupied as an Asylum for
the Poor of the County, and situate one mile east of the town of
Danville, Hendricks County Indiana
\$20,000 Additional Insurance Permitted.

AGAINST all such immediate
of fire from
lightning at 12 o'clock
deducting therefrom a suitable amount

1. Warranty of the Assured.
The assured by the acceptance of this survey, plan, statement or description contained in, or referred to in this policy, is assured has not overvalued the property. Company any information material to under this policy by any act of, or state which is not contained in this policy or in It is also a part of this warranty that shall be considered as continued under the in the risk, not made known to this Company this policy void.

THIS POLICY SHALL BECOME VOID, U
THE COMPANY HEREON, IN EACH OF
1. If the assured is not the sole and building intended to be insured stand on ground not owned in fee simple by the assured; or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee, or otherwise, is not truly stated in this policy; or if any change take place in the title, interest, location or possession of the property, (except in case of succession by reason of the death of the assured), whether by sale, transfer or conveyance, in whole or in part, or by legal process or judicial decree, or the title or possession be now or hereafter become involved in litigation, or if this policy be assigned or transferred before a loss.
2. If the assured have or shall hereafter obtain any other policy or agreement for insurance, whether valid or not, on the property above mentioned, or any part thereof.
3. If the risk be increased by any change in the occupation of the building or premises herein described, or by the erection or occupation of adjacent buildings; or by any means whatever within the knowledge of the assured.
4. If any building herein described be or become vacant or unoccupied for the purposes indicated in this contract.
5. If the property herein described, being a manufacturing establishment, shall be run at night or overtime, or shall cease to be operated.
6. Or if any of the following named articles be kept, stored or used in or on the premises herein described, any custom or usage of trade or manufacture to the contrary notwithstanding, viz: Benzine, benzole, benzene varnish, burning fluid, chemical oils, fireworks, gasoline, gunpowder, naphtha, nitro-glycerine, nitrate of soda, oily waste, petroleum and products, phosphorus, rubber cement, saltpetre, spirit gas, or any article subject to legal restriction.

2. Risks not covered by this Policy.
THIS COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY FOR LOSS OR DAMAGE BY FIRE IN ANY OF THE FOLLOWING INSTANCES, VIZ:
1. If caused directly or indirectly by means or in consequence of any invasion, insurrection, riot, civil war or commotion, or military power, or by order of any civil or military authority, or in consequence of any neglect or violation of any law or ordinance, or by the fraudulent act or procurement of the assured.
2. If caused by lightning or explosion of any kind, unless fire ensues, and then for the loss by fire only.
3. If the building herein described or any part thereof fall, except the fall is the result of fire.
4. If caused by neglect of the assured to use all practicable means to save and protect the property at and after the fire, or when the property is endangered by a fire in neighboring premises.
5. For loss of accounts, bills, notes, deeds, manuscripts, evidences of debt or securities of property of any kind; or for loss by theft at or after the fire.
6. For any consequential or constructive loss or damage beyond the actual damage by fire to the property, whether such loss or damage be occasioned by any ordinance or law regulating the construction or repair of buildings or otherwise.

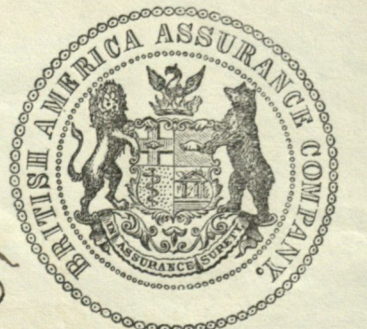
In Witness whereof, The British America Assurance Company have caused these PRESENTS to be signed and sealed by their GOVERNOR and SECRETARY, in the City of TORONTO. But this Policy shall not be valid unless countersigned by the duly authorized Agent of said BRITISH AMERICA ASSURANCE COMPANY at Indianapolis Ind.

Silvanus Wood Secretary.

Counter signed at Indianapolis this 1st day of Jan 1885

J. Morrison Governor.

M. Gilliland Agent.



LIGHTNING CLAUSE.

It is understood and agreed, that this policy covers loss or damage by lightning (meaning thereby the commonly accepted use of the term Lightning, and not in any case to include loss or damage by wind or electrical storms), whether fire ensues or not; provided, however, if there shall be any other insurance on said property, this company shall be liable only to pro rate with such other insurance in payment of any loss by lightning, whether such other insurance is against loss by lightning or not

This slip being attached to Policy No. 535446 of the British America Assurance Company of Toronto Can. forms a part of said Policy. Dated Jan 1st 1885

M. Gilliland Agent.

EXCEPT as hereinafter provided, for the term eighteen hundred and it would then cost to repair or replace the same, g terms and conditions.

loss shall be rendered to this Company, at its office ssible, signed and sworn to by the assured, stating e assured has been able to obtain as to the time, so stating the exact nature of the title and interest roperty herein described, all incumbrances there- ant of loss or damage, all other insurance, whether ty, and a copy of the written parts of all policies; location, possession or exposures of said property uing of the policy; how, by whom and for what d and the several parts thereof were occupied at l, furnish a certificate under the hand and seal of ther officer having charge of the investigation of in the jurisdiction of any such officer, and if not, rate nearest to the place of the fire, not concerned e, nor related to the assured), stating that he has g the loss, knows the character and circumstances hat the assured has honestly sustained loss on the in which such officer shall certify.

the building, but if there shall be any loss on said plate glass, frescoes, and shall be liable only for such proportion of the loss on said plate glass, frescoes, and decoration as the amount hereby insured shall bear to the whole insurance on the building, whether such other insurance applies to said glass, frescoes and decorations or not.

5. Relative to Issue and Cancellation of Policy.
1. If any broker or other person than the assured have procured this Policy, or any renewal thereof, or any endorsement thereon, he shall be deemed to be the AGENT OF THE ASSURED, and not of this Company, in any transaction relating to the insurance.
2. This insurance may be terminated at any time by request of the assured, or by the Company on giving notice to that effect. On surrender of the policy, the Company shall refund any premium that may have been paid, reserving the usual short rates in the first case, and pro rata rates in the other case.

6. Proceedings in case of Loss.
1. When a fire has occurred injuring the property herein described, the assured shall use all practicable means to save and protect the same; and shall give immediate notice of the loss in writing to this Company. When PERSONAL PROPERTY is damaged, the assured shall forthwith cause it to be put in order, assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory of the whole thereof, including property claimed to be totally destroyed, to be made and furnished to this Company, naming the quantity, quality and cost of each article. If the loss sustained be upon a BUILDING, FIXTURES OR MACHINERY, the assured shall, if required, furnish duly verified plans and specifications of such property destroyed or damaged. The assured shall, whenever and as often as called upon, exhibit to any person or persons named by this Company, all that remains of the said property, damaged or not damaged, for examination.
2. The amount of sound value and of damage to the property may be determined by mutual agreement between the Company and the assured; or failing to agree, the same shall then, at the written request of either party, be ascertained by an appraisal of each article of personal property, or by an estimate in detail of a building, by competent and impartial appraisers, one to be selected by each party, and the two so chosen shall first select an umpire to act with them in case of their disagreement; and, if the said appraisers fail to agree, they shall refer the differences to such umpire; and the award of any two, in writing, under oath, shall be binding and conclusive as to the amount of such loss or damage, but shall not decide as to the validity of the contract or any other question except the amount of such loss or damage. Each party shall pay their own appraiser and one-half the umpire's fee. It shall be optional with this Company to take the whole or any part of the articles at their appraised value; and also to repair, rebuild or replace the property lost or damaged with other of like kind and quality, within a reasonable time, giving notice of their intention so to do within thirty days after completion of the proofs herein required.

property herein described to the extent at which such officer shall certify.
4. The assured shall, whenever required, submit to an examination or examinations under oath by any person appointed by this Company, and subscribe to such examinations when reduced to writing; and shall also, as often as required, produce their books of account and other vouchers, and exhibit the same for examination, either at the office of this Company or such other place as may be named by its agent, and permit extracts and copies thereof to be made; the assured shall also furnish certified copies of all bills and invoices of the property, the originals of which cannot be produced.

5. Any fraud or attempt at fraud, or any misrepresentation in any statement touching the loss, or any false swearing on the part of the assured or his agent, in any examination or in the proofs of loss or otherwise, shall cause a forfeiture of all claim on this Company under this policy; and in such case, this Company shall have the right at any time to require the same to be delivered up to be cancelled.

6. This Company shall not be liable for a greater proportion of any loss sustained by the assured upon any property described in this policy than the sum hereby insured thereon bears to the whole sum insured thereon, whether such other insurance be by policies specific or otherwise, or whether prior or subsequent to this insurance, or whether such other insurance be valid or not, and without reference to the solvency of other insuring companies. In the event of partially non-concurrent insurance, then to determine the liability of this Company, it shall be assumed that policies other than specific shall contribute with specific policies in the proportion that the loss on the more general policies are liable. The adjusted claim under this policy shall be due and payable sixty days after the full completion by the assured of all the requirements herein contained.

7. Re-insurance, in case of loss, shall be settled in proportion as the sum re-insured shall bear to the whole sum specified in the contract or contracts of the re-insured company.

8. When this Company shall claim that the fire was caused by an act or omission of any person, town or corporation, which created a cause of action, the party to whom the loss is payable under this policy, shall, on receiving payment, assign to this Company such cause of action.

9. It is hereby expressly provided that no suit or action against this Company for the recovery of any claim by virtue of this policy, shall be sustainable in any Court of Law or Equity, until after full compliance by the assured with all the foregoing requirements; nor unless such suit or action shall be commenced within twelve months next after the fire shall have occurred; and should any suit or action be commenced against this Company after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim.



Farragut Fire Insurance Company

New York

THIS POLICY OF INSURANCE

In Consideration of Fifty Two and 50/100 Dollars
and of the agreements and conditions herein contained,
Commissioners of Hendricks County
Does Insure To the Amount of Three Thousand Dollars

\$2670 On two story brick slate roof Infirmary building including stone basement thereof.
\$120 On Steam Heating Apparatus therein.
\$60 On Furniture of fixtures, & provisions therein.
\$60 On frame barn with shingle roof
\$30 On farm produce, & implements, wagons, & harness while therein.
\$30 On 2 horses while therein being \$15 on each horse.
\$30 On frame shingle roof granary occupied & used as a County Infirmary & Asylum for the poor of the County, & situate one mile East of the town of Danville Indiana.
\$25,000 Total Insurance Permitted.

Against all such immediate loss or damage for the term of Three Years day of January eighteen hundred shall in no case exceed what it would then cost to sentatives, as hereinafter provided; subject to the f

1. Warranty of the assured.

The assured by the acceptance of this policy hereby warrants that the property herein described, nor omitted to state to bound under this policy by any act of, or statement made to written paper above mentioned.

It is also a part of this warranty that if this policy shall representations; and that any change in the risk, not made know THIS POLICY SHALL BECOME VOID, UNLESS CONSENTING INSTANCES, VIZ:

1. If the assured is not the sole and unconditional owner owned in fee simple by the assured; or if the interest of the assured, lessee, or otherwise, is not truly stated in this policy; or if, (except in case of succession by reason of the death of legal process or judicial decree, or the title or possession be not referred before a loss.
2. If the assured have or shall hereafter obtain any other mentioned, or any part thereof.
3. If the risk be increased by any change in the occupation of adjacent buildings; or by any means whatever within the building.
4. If any building herein described be or become vacant.
5. If the property herein described, being a manufacturer or manufacturer to the contrary notwithstanding, viz: benzoin powder, naphtha, nitro-glycerine, nitrate of soda, oily waste, article subject to legal restriction.

2. Risks not covered by this Policy.

THIS COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY

1. If caused directly or indirectly by means or in consequence of any civil or military authority, or in consequence of the procurement of the assured.
2. If caused by lightning or explosion of any kind, unless the building herein described, or any part thereof.
3. If caused by neglect of the assured to use all practicable means to save and protect the property at and after the fire, or when the property is endangered by a fire in neighboring premises.
4. For loss of accounts, bills, notes, deeds, manuscripts, evidences of debt or securities of property of any kind; or for loss by theft at or after the fire.
5. For any consequential or constructive loss or damage, beyond the actual damage by fire to the property, whether such loss or damage be occasioned by any ordinance or law regulating the construction or repair of buildings or otherwise.

3. Property not covered by this Policy unless specified.

This insurance does not cover any of the following named articles or goods, unless separately and specifically mentioned in writing in the policy, viz: money or bullion, drawings, models, patterns, tools, implements, paintings, sculpture, medals, casts, curiosities, jewels, watches, scientific apparatus, store or other furniture and fixtures, awnings, signs, yard fixtures; nor goods held on storage.

4. General Privileges.

1. KEROSENE OR REFINED PETROLEUM OIL of the legal standard may be used for LIGHTS only, lamps to be filled and trimmed by daylight and not within ten feet of artificial light.
2. MECHANICS are allowed to make ordinary alterations and repairs to buildings not exceeding fifteen days in each year of this insurance, without notice to the Company. Any extension of this privilege must be previously consented to in writing on this policy.
3. PLATE GLASS, FRESCOES AND WALL DECORATIONS are covered by insurance on the building, only when such Plate Glass, Frescoes and Wall Decorations are covered by all other insurance on said building.

5. Relative to issue and cancellation of Policy.

1. If any broker or other person than the assured have procured this policy, or any renewal thereof, or any endorsement thereon, he shall be deemed to be the AGENT OF THE ASSURED, and not of this Company, in any transaction relating to the insurance.

In witness whereof, the FARRAGUT FIRE INSURANCE COMPANY on its part has caused these presents to be signed by its President, and attested by its Secretary, in the City of New York; but this Policy shall not be valid unless signed by the duly authorized agent of this Company at INDIANAPOLIS, IND.

ATTEST:

John Parker Secretary.

COUNTERSIGNED this 22nd day of January 188 6

McGill and Clark Agent.

McGill and Clark President.

d EXCEPT as hereinafter provided, to the 22nd of the fire, which loss or damage insured or its legal representative on giving notice to that effect. On usual short rates in the first case, and proportionate means to save and protect the property is damaged the assured shall forthwith, separating the damaged from the undamaged, to be made and furnished to a BUILDING, FIXTURES OR MACHINERY, or damaged. The assured shall, whenever rains of the said property, damaged or not

agreement between the Company and the insured by an appraisal of each article of personal property, and the two so chosen shall agree, they shall refer the differences to the amount of such loss or damage, but each party shall pay their own part of the articles at their appraised value within a reasonable time, giving

NEW YORK, as soon after the fire as possible, to obtain as to the time, origin and circumstances of the fire, and whether valid or not, covering any of said property, possession or exposure of said property building herein described and the several the hand and seal of the Chief of the Fire then the jurisdiction of any such officer and, e loss as a creditor or otherwise, nor related ter and circumstances of the assured, and out which such officer shall certify.

by any person appointed by this Company, ed, produce their books of account and other vouchers, and exhibit the same for examination, either at the office of this Company or such other place as may be named by its agent, and per which cannot be produced.

5. Any fraud or attempt at fraud, or any misrepresentation in any statement touching the loss, or any false swearing on the part of the assured or his agent, in any examination or in the proofs of loss or otherwise, shall cause a forfeiture of all claim on this Company under this policy; and in such case, this Company shall have the right at any time to require the same to be delivered up to be canceled.

6. This Company shall not be liable for a greater proportion of any loss sustained by the assured upon any property described in this policy than the sum hereby insured thereon bears to the whole sum insured thereon, whether such other insurance be by policies specific or otherwise, or whether prior or subsequent to this insurance, or whether such other insurance be valid or not, and without reference to the solvency of other insuring companies. In the event of partially non-concurrent insurance then to determine the liability of this Company, it shall be assumed that policies other than specific shall contribute with specific policies in the proportion that the loss on the property included in each item of the specific policies bears to the total loss for which the more general policies are liable. The adjusted claim under this policy shall be due and payable sixty days after the full completion by the assured of all the requirements herein contained.

7. Re-insurance, in case of loss, shall be settled in proportion as the sum re-insured shall bear to the whole sum specified in the contract or contracts of the re-insured company.

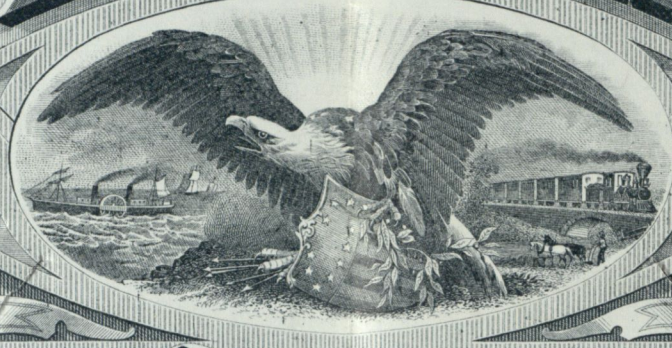
8. When this Company shall claim that the fire was caused by an act or omission of any person, town or corporation, which created a cause of action, the party to whom the loss is payable under this policy, shall, on receiving payment, assign to this Company such cause of action.

9. It is hereby expressly provided, that no suit or action against this Company for the recovery of any claim by virtue of this policy, shall be sustainable in any Court of Law or Equity, until after full compliance by the assured with all the foregoing requirements; nor unless such suit or action shall be commenced within twelve months next after the fire shall have occurred; and should any suit or action be commenced against this Company after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim.



By this Policy Insurance the

GERMAN



CHARTER

PERPETUAL

Fire Insurance Company of Pittsburgh



In Consideration of Thirty Dollars
Do Insure The Commissioners of Hendricks County Indiana.
AGAINST LOSS OR DAMAGE BY FIRE OR LIGHTNING

to the amount of Two Thousand Dollars.

On the two story, Brick, Slate roof Infirmary Building, including the
Stone Basement thereof, occupied as an asylum for the Poor of the
County, and situate one mile east of the town of Danville Hendricks
County, Indiana. \$20,000 Additional Insurance Committed.

LIGHTNING CLAUSE.

And said C.F.F.
in amount the sum
from the Assured

one thousand eight hundred and eighty five at 12 o'clock, noon; the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss, and to be paid sixty days after due notice and proofs of the same, made by the assured, and received at this office in accordance with the terms and provisions of this Policy, unless the property be replaced, or the Company have given notice of their intention to rebuild or repair the damaged premises.

TERMS AND CONDITIONS OF THIS INSURANCE.

1. **What will Avoid this Contract.**—Fraud or attempt at fraud by the assured; false representation or concealment by the assured or his agent concerning ownership, condition, situation, use, or occupancy of the property insured; also the following, unless specially agreed to in writing in or upon this policy, viz.:—Increase of hazard by change of use or occupancy, vacancy, or non-occupancy, or by the erection of neighboring buildings, operating manufacturing establishments in whole or in part over or extra time, or suspending operations therein; sale, transfer, or assignment before a loss of the property insured; the situation of an insured building on leased ground; storage on the premises insured of the following specially hazardous articles—viz.: Acids, Dynamite, Fire-works, Gasoline, Gunpowder, Nitro-glycerine, Petroleum or its products, loose Rags, and Rubber Cement, the existence and subsequent procurement of other insurance on the property hereby insured.

2. **This Insurance does not apply to or cover** jewels, medals, printed books, jewelry, pictures and engravings, sculpture, plate, watches, patterns, dies, scientific instruments, casts, models, or curiosities, unless particularly specified in this policy; or money or bullion, bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind; or loss or damage caused by removal of property from a building, except it be proved that such removal was necessary to preserve the property, in which case the damage shall be shared by the assured and the Company, in the proportion as the sum hereby insured bears to the whole value of the property insured; or any consequential or constructive loss or damage, beyond the actual damage by fire to the property, even if ordinance or law prohibit repair of buildings; or loss by theft at or after a fire; or any loss or damage by fire caused by means of an invasion, insurrection, riot, civil commotion, or military or usurped power; or any loss caused by explosion, unless fire ensues, and then the loss or damage by fire only.

3. **Not Covered by Insurance upon Building**, unless specifically insured: awnings, frescoing or gilding on walls or ceilings, engines, fences, fixtures, memorial windows, out-houses, plate glass over nine square feet in size, safes, sidewalks, signs, steam boilers, store furniture or fixtures.

4. **If a Building shall Fall**, except as the result of a fire, all insurance by this Company on it or its contents shall immediately cease and determine.

5. **In case of any other Insurance upon the Property** hereby insured, whether made prior or subsequent to the date of this Policy, the assured shall be entitled to recover of this Company no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon, whether by specific or floating policies.

In Witness Whereof, THE GERMAN FIRE INSURANCE COMPANY, OF THE CITY OF PITTSBURGH, have caused these PRESENTS to be signed by their PRESIDENT, and attested by their SECRETARY, in the City of Pittsburgh, State of Pennsylvania.

NOTICE.—This Policy shall not be valid unless countersigned by the duly authorized Agent.

ATTESTED:

J. L. Cross Secretary.

Countersigned at Indianapolis this 1st day of January 1885

C. Barchfield President.

McGillivray & Park Agent.