

The Louisville Insurance Company,

OF LOUISVILLE, KY.,

In Consideration of Nine ⁵⁰/₁₀₀ Dollars,

THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

Do Insure Franklin Troutman of Boston Nelson County Ky
against Loss or Damage by Lightning to the amount of two thousand
one hundred and ninety nine Dollars.

	Cash Value.	Amount to Insure.		Cash Value.	Amount to Insure.
On <u>story</u> Dwelling House,			On Barn No. 2,		
On Household Furniture therein,			On Hay therein,		
On Wearing Apparel therein,			On Grain therein,		
On Provisions and Grain therein,			On Farming Utensils therein,		
On Barn and Shed adjoining,	1500	1000	On Live Stock therein,		
On Hay therein,	400	266	On Granary,		
On Grain therein,	800	533	On Grain therein,		
On Farming Utensils therein,			On Farming Utensils therein,		
On Live Stock therein,	600	400	On		
On			On		
		\$2199			

Situate on one mile from side of Boston Street or Nelson Road, Township of Kentucky County of Kentucky State of Kentucky. And the said LOUISVILLE INSURANCE COMPANY, OF LOUISVILLE, hereby agree to make good unto the said assured, his heirs, executors, administrators, or assigns, all such immediate loss or damage, not exceeding two thousand one hundred and ninety nine dollars, by lightning, to the property, as above specified, during the period of Five Years, to-wit: From the 25th day of February, one thousand eight hundred and seventy five (at 12 o'clock noon), to the 25th day of February, one thousand eight hundred and seventy nine (at 12 o'clock noon). The said loss or damage by lightning to be estimated according to the true and actual cash value of the property at the time the loss shall happen; and to be paid within sixty days after notice and proof thereof is made by the assured, in conformity to the conditions annexed to this Policy. And it is further agreed and declared, That this insurance is not intended to apply to, or cover any books, or accounts, written securities, deeds, or other evidences of title to lands, nor to bonds, bills, notes, or other evidences of debt, nor to money or bullion. And that this Policy is made and accepted in reference to the conditions hereto annexed, which are to be used and resorted to in order to explain the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for by the following

CONDITIONS:

1. This policy will not be valid, when issued upon building or buildings, or any property whatever, unless said building or buildings are furnished with lightning rods, in accordance with the representations made in the application for this insurance.

2. That in case that any rod or rods on said building or buildings should get out of repair, it shall be the duty of the said assured to give notice in writing to the secretary of this company, at their office in the city of Louisville, Kentucky, within twenty days thereafter, stating in what respect the said rods are out of repair.

3. This policy can only be assigned by the written consent of this company.

4. In case of damage or loss by lightning, it shall be the duty of the assured to use all possible diligence in saving and preserving the property; and if the assured shall fail to do so, this company shall not be held answerable to make good the loss or damage sustained in consequence of such neglect. And it is also mutually understood that there can be no abandonment to the insurers of the subject insured.

5. All persons insured by this company, and sustaining loss or damage by lightning, are forthwith to give notice thereof to the secretary of the company, and as soon after as possible to deliver to the company a particular account of such loss or damage by lightning, signed with their own hands, and verified by their oath or affirmation. They shall also declare under oath whether any other insurance has been made on the same property against damage or loss by lightning or by fire; what was the whole value of the subject insured; what was their interest therein; and procure a certificate under the hand of a magistrate or notary public most contiguous to the place of the loss or damage by lightning, and not concerned in the loss as a creditor or otherwise, or related to the insured or sufferers; and shall also, if required, submit to an examination or examinations under oath, by an agent or attorney of this company, and answer all questions touching his, her, or their knowledge of anything relating to such loss or damage, or to their claim thereupon, and subscribe such examination, the same being reduced to writing; and until such proofs, declarations, and certificates are produced, and examination, if required, the loss shall not be deemed payable; also, if there appear any fraud or false swearing, the insured shall forfeit all claim under this policy.

6. Damage to buildings or contents of buildings, not totally destroyed, shall be appraised by disinterested men, mutually agreed upon by the assured and the assurer, its officers, or agents, and where merchandise or other personal property is partially damaged, the insured shall forthwith cause it to be put in as good order as the nature of the case will admit, assorting and arranging the various articles according to their kind, and shall cause a list or inventory of the whole to be made, naming the quantity and cost of each kind. The damage shall then be ascertained by the examination and appraisal of said damage on each article by disinterested appraisers, mutually agreed upon, whose detailed report in writing shall form a part of the proofs required to be furnished by the claimant, one-half of the appraisers' fees to be paid by the insurers. A copy of the written portion of this policy to be given in the affidavit of the claimant in all cases.

7. And it is further understood that this company will not be responsible for any loss or damage by lightning communicated to the building or buildings so insured, from other buildings or from parts of the same building not properly rodged.

8. That in case that the assured should at any time erect addition to any building or buildings insured by this company, the assured shall give notice to the secretary of the company in writing within thirty days from the time said addition was erected, giving a description of the same, and shall cause the same to be properly rodged according to requirements in the application for insurance.

9. The company agree to waive notice by the assured, in case that they should wish to new roof, side, raise, or move any of said buildings so insured by this company, provided that the said rods are left upon said buildings in a proper manner, and connected with the earth, as stated in the application of the assured for this policy.

10. Payment of losses shall be made in sixty days after the loss shall have been ascertained and proved, and in case differences shall arise touching the amount of any loss or damage by lightning, it may be submitted to the judgment of arbitrators indifferently chosen, whose award in writing shall be binding on the parties, but in no case shall such award affect the liability of the company under the contract. In case of any loss on or damage to the property insured, it shall be optional with the company to replace the articles lost or damaged with others of the same kind and equal goodness; and to rebuild or repair the building or buildings within a reasonable time, giving notice of their intention to do so within thirty days after the preliminary proofs shall have been received at the office of the company.

11. Insurance once made may be continued for such further term as may be mutually agreed upon between the assured and the company.

12. It is furthermore hereby expressly provided, that no suit or action against said 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 twelve months next after any loss or damage shall occur; and in case any such suit or action shall be commenced against said company after the expiration of twelve months next after such loss or damage shall have occurred, the lapse of time shall be taken and deemed as conclusive evidence against the validity of the claim thereby so attempted to be enforced.

13. That if this company receive obligations against the assured in payment for their insurance, and the same are not paid promptly at maturity, this policy will be null and void, and the obligations be collectable.

14. The conditions and requirements in the application for insurance shall be deemed part of this policy.

15. In case of loss or damage of or to the property hereby insured, caused by fire resulting from lightning while there is fire insurance upon it, then this company is liable under this policy to make good said loss or damage (to the extent not exceeding the amount herein insured) only after such other insurance has been exhausted.

In Witness Whereof, The Louisville Insurance Company, of Louisville, Ky., have caused these presents to be signed by their President, and attested by their Secretary at their office, this twenty fifth day of February, A. D. 1875.

McA. Ruston Secretary.

Theodore Davis President.