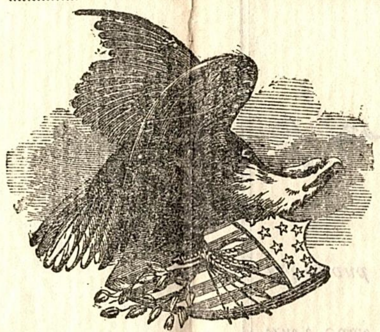
No 4989.

$ 875.00

THE CALUMET COUNTY

MUTUAL FIRE INSURANCE COMPANY

OF



New Holstein, Calumet County, Wisconsin.

BY THIS POLICY OF INSURANCE, *in consideration of* Four and 37/100 *Dollars, Cash Premium to them in hand paid, and an undertaking made this day by the assured according to the laws of this State, do Insure*

Mr. L. H. Waffle

AGAINST LOSS BY FIRE OR LIGHTNING,

to the amount of Eight Hundred Seventy Five *Dollars, as follows:*

$75. on his log dwelling house.
250. on his household furniture, bedding and wearing apparel while therein
50. on his provisions while therein
150. on his frame barn
225. on his Grain while in stacks or any building on the premises
125. on his hay while in stacks or any building on the premises

Situated in the Town of Brothertown *, County of* Calumet

State of Wisconsin, on a Sixty *acre tract in* Lots No 36 and 25

Brothertown Reservation

For a more particular description, and as forming a part of this policy by which the insured will be bound, reference is made to application and survey No. 4999 on file in this office, which is the assured's warranty of the statements therein contained.

And the **Calumet County Mutual Fire Insurance Company of the Town of New Holstein, Calumet County, Wis.**, for the consideration aforesaid, DO hereby promise and agree to make good unto the said insured his executors, administrators and assigns, all such loss or damage not exceeding in amount the sum insured, as shall happen by fire or lightning to the property as above specified, for and during the period of five years, to-wit: from the twenty eighth day of December one thousand eight hundred and eighty four *(at twelve o'clock at noon)*, until the twenty eighth day of December one thousand eight hundred and eighty Nine *(at twelve o'clock at noon)*, the said loss or damage to be estimated according to the true and actual cash value of the said property at the time the same shall happen; and to be paid within ninety days after due notice and proof thereof has been made by the assured, in conformity to the rules and by-laws of this Company; PROVIDED, ALWAYS, and it is hereby declared, that this Corporation shall not be liable to make good any loss or damage by fire which may happen or take place by means of any invasion, insurrection, riot or civil commotion, or of any military or usurped power, or of any loss by theft, at or after a fire. AND PROVIDED FURTHER, that in case the insured shall have already made any other insurance against loss by fire on the property hereby insured, and not notified this Corporation, and mentioned in or endorsed upon this Policy, then this Insurance shall be void and of no effect. And if the insured, or his assignees, shall hereafter make any other insurance on the same property, and shall not, with all reasonable diligence, give notice thereof to this Corporation, and have the same endorsed upon this instrument, or otherwise acknowledged by them in writing, this Policy shall cease and be of no further effect. And, in case of any other insurance on the property hereby insured, whether prior or subsequent to the date of this Policy, the insured shall not, in case of loss or damage, be entitled to recover on this Policy any greater portion of the loss or damage sustained, than the amount hereby insured shall bear to the whole amount insured on the same property. And any misrepresentation, or fraud, or concealment, or false swearing, by the insured, in relation to any insurance, or the cause of any loss or damage to any insured property, or the quality, quantity, description, or value of property destroyed or damaged by fire, shall forfeit all claim by virtue of this Policy, and be a full bar to all remedies upon the same. And any Policy, upon an application made by any person not legally authorized to effect insurance, or by one who has not an insurable interest therein to the amount of the insurance, shall be void. AND PROVIDED FURTHER, that whenever an assessment shall have been made on the undertaking executed by the insured to this Corporation, and bearing even date herewith, and the same shall neglect or refuse to pay such assessment within the time specified by law, then, and from thenceforth, the said Corporation shall not be liable for any losses that may occur previous to the payment of said assessment; PROVIDED, HOWEVER, that on payment by the assured of all amounts of assessment due under this Policy, the liability of this Company on this Policy shall again attach, and the Policy be in force from and after such payment, unless this Policy shall be void and inoperative for some other cause, or be previously canceled. But this Company shall not be liable for any loss happening during the continuance of such default of payment; nor shall any attempt by law, or otherwise, to collect any assessment due under this Policy, be deemed a waiver of any of the conditions of this Policy, or be deemed in any manner to revive this Policy before payment in full of the amount due on such assessment, and costs, if any there be, has been made. AND IT IS ALSO AGREED, that in case of any loss caused by the use of Steam Threshing Engines, this Company shall not be liable for the payment of such loss, unless the rules and conditions as set forth in the By-Laws of this Corporation have been strictly observed. AND IT IS AGREED AND DECLARED to be the true intent and meaning of the parties hereto, that in case the above mentioned premises shall, at any time after the making, and during the time this Policy would otherwise continue in force, be appropriated, applied, or used to or for the purpose of carrying on or exercising therein any trade, business or vocation, different from what is set forth in the application, or hereafter agreed to by this Company, in writing, to be added to and endorsed upon this Policy; or if the said premises shall remain without an occupant for a longer period than thirty days; or if such changes shall be made by building or repairing as to increase the risk, without the consent of this Company, to be endorsed upon this Policy in writing, that then, and from thenceforth, these presents shall cease, and be of no force and effect. And that this Policy is made and accepted in reference to the Articles of Association and the By-Laws of this Corporation, 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 specially provided for, and which are hereby declared to be a part of this contract.

PROCEEDINGS IN CASE OF LOSS:—When a loss by fire or lightning has occurred, the assured shall give immediate notice of the loss, in writing, to the President or Secretary of this Company. He shall also, within thirty days thereafter, render a particular account and proof thereof, signed and sworn to by the said assured, setting forth:—

1st. The number and date of expiration of his Policy, and the amount insured by the same.
2d. Other insurance, if any, on the same property.
3d. The ownership of the property insured, specifying mortgages, if any there be.
4th. For what purpose occupied, and by whom.
5th. The date of the loss, and a list of the buildings and articles destroyed or damaged, and the amount of damage on each article.
6th. How the fire originated, as far as the assured know or believe.

And the assured shall, if required, submit to an examination, or examinations, under oath, relative to such loss, and the circumstances attending the same, by any person appointed by the President of the Company, either before or after furnishing the proof herein required; and shall cause two of his neighbors to make a sworn statement, attached to said proof, setting forth that they verily believe the statement made by the assured to be true and correct.

The interest of the assured in this Policy is not assignable, unless by the consent of this Corporation, manifested in writing, and in case of any transfer, or termination of the interest of the assured, either by sale, or otherwise, without such consent, this Policy shall, thenceforth, be void and of no effect.

This Policy shall not be valid unless countersigned by the duly authorized Agent of the Company at Brothertown

IN WITNESS WHEREOF, The Calumet County Mutual Fire Insurance Company, of the Town of New Holstein, Calumet County, Wisconsin, have caused these presents to be signed by the President and attested by their Secretary, in the Town of New Holstein, this twenty seventh day of December one thousand eight hundred and eighty four

ATTESTED:

Wm Greverus *Secretary.*

C. H. W. Petersen *President.*

Countersigned at Brothertown *the* Fourteenth *day of* January 1885

William Whitby *Agent.*

No. 4999.

CALUMET COUNTY

Mutual Fire Insurance Co.

OF THE

TOWN OF NEW HOLSTEIN, CALUMET COUNTY.

L. H. Waffle Esq

Amount Insured, $ 875

Rate per cent., $ 1/2

Am't Cash Premium, - - $ 4.38

Policy and Survey, - - - $ 1.

$ 5.38

Gr. pol: 3571: 4.38

$ 1.00

THIS POLICY EXPIRES

December 28th 1889

Wm Whitby Agent.

"News" Print, Chilton.

For Value Received, *The subscriber hereby transfer .... interest in this Policy as follows:*

DATE OF TRANSFER.	BY WHOM TRANSFERRED.	TO WHOM TRANSFERRED.	WITNESSED BY	Approval of this Company or authorized Agent required in all cases.