

READ THIS POLICY

Insurance company is liable only for the actual cash value.

POLICY IS VOID in case of any fraud, false swearing, misrepresentation or concealment about material facts.

POLICY IS VOID, unless otherwise agreed in writing, if

1. It is assigned before loss;
2. Insured has or shall procure other insurance;
3. Any change occurs in location of property;
4. Insured building is on ground not owned in fee simple by the insured;
5. Insured is not sole and unconditional owner;

POLICY IS SUSPENDED unless otherwise agreed in writing, if

6. Described building becomes vacant or unoccupied for ten days;
7. Mechanics are employed more than fifteen days in repairing same;
8. Property is or becomes encumbered by chattel mortgage.
9. Illuminating gas or vapor is generated in or adjacent to described building;
10. Explosives or prohibited quantities of gasoline, etc., (except the gasoline contained in automobiles and gas engine tanks), as are kept on the premises; and provided, also, that the insurance on live stock and automobiles shall cover wherever located at the time of the fire.

INSURANCE CEASES if described building or any material part falls except as result of fire.

Policy does not cover certain enumerated personal property.

NOTE particularly duty of insured in case of loss; also provisions avoiding or suspending policy, including changes of ownership or possession.

CALIFORNIA STANDARD FORM COUNTY FIRE INSURANCE POLICY

IN CASE OF CHANGE OF TITLE OR FIRE NOTIFY COMPANY IMMEDIATELY

No. 51634

Location San Jose, California

Expires March 27th, 1951

Amt. \$ 5700.00 Prem. \$ 94.05

Santa Clara County Fire Insurance Company

60 NORTH SECOND STREET
SAN JOSE, CALIFORNIA

Name of Insured

CHIZN TAKEDA

Address

Milpitas, California

C. H. SPALDING
Secretary

ASSIGNMENT OF INTEREST BY INSURED

This policy is not assignable for purpose of collateral security, but in all cases it is to be made "payable in case of loss," etc., by declaration on its face. In case of actual sale or transfer of title, leave being previously obtained, the annexed form may be used, which must be executed at the time of such transfer.

FOR VALUE RECEIVED, I hereby assign my interest in the within Policy of Insurance to

San Jose, Calif., 19..... Assured

..... having given his obligation as required in this Policy,

SANTA CLARA COUNTY FIRE INSURANCE COMPANY hereby consent to the above assignment.

San Jose, Calif., 19..... Secretary.

Policy No. CANCELLATION RECEIPT 19.....

Sum Cancelled, \$..... Dollars

Received of SANTA CLARA COUNTY FIRE INSURANCE COMPANY,

Return Premium, in consideration of which this Policy is hereby cancelled and surrendered to the Company.

The Assured under this Policy.

CALIFORNIA STANDARD FORM OF COUNTY FIRE INSURANCE POLICY

No. 51634

Amount \$ 5700.00

No Other Insurance Permitted Except by Agreement Indorsed Hereon or Added Hereto. Rate 1.65

Santa Clara County Fire Insurance Company

Main Office: 60 North Second Street, San Jose, California

By this Policy of Insurance, Santa Clara County Fire Insurance Company, in consideration of

NINETY-FOUR & 05/100ths Dollars,

and the obligation as described herein and in application, does accept as a member and insures

CHIZN TAKEDA

against loss or damage by fire during a term of THREE years, commencing

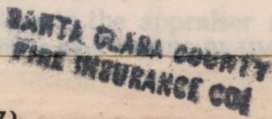
at noon on the 27th day of March, 1948, and terminating

at noon on the 27th day of March, 1951, to an amount

not exceeding FIFTY SEVEN HUNDRED & NO/100ths DOLLARS

on the following described property located and contained as described herein and not while located or contained

elsewhere to-wit:



STANDARD FORMS BUREAU FORM 211-AC (OCT. 1947)

CALIFORNIA

FARM, RANCH OR ORCHARD FORM

Attached to and forming part of Policy No. 51634 of the SANTA CLARA COUNTY FIRE INSURANCE CO.

Agency at San Jose, California, Dated March 27th, 1948

Issued to CHIZN TAKEDA

This policy covers the following described property, all situated on the farm of assured

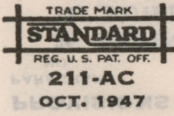
located about 6 miles n.e. from town of San Jose, on the north side of Barber Lane,

Sec. Twp. Range County of Santa Clara State of California.

- ITEM NO. 1. \$ nil. On the story roof Building, while occupied only as Dwelling House. (Marked No. on diagram.)
2. \$ nil. On Household Furniture and Personal Property, all only while contained in the above described dwelling house.
3. \$ nil. On the story roof Building, while occupied only as Dwelling House. (Marked No. on diagram.)
4. \$ nil. On Household Furniture and Personal Property, all only while contained in the last above described dwelling house.
5. \$ nil. On the story roof Building, while occupied only as a Barn. (Marked No. on diagram.)
6. \$ nil. On Hay, only while contained in the above described barn building.
7. \$ nil. On Grain, Seed and Feed (NOT INCLUDING HAY), all only while contained in the above described barn building.
8. \$ nil. On the story roof Building, while occupied only as a Barn. (Marked No. on diagram.)
9. \$ nil. On Hay, only while contained in the last above described barn building.
10. \$ nil. On Grain, Seed and Feed (NOT INCLUDING HAY), all only while contained in the last above described barn building.
11. \$ nil. On Movable Agricultural Implements, Equipment and Supplies, all only while on the above described farm or anywhere within the limits of the same county or adjoining counties.
12. \$ nil. On Livestock, including only horses, mules, donkeys, cattle, sheep, hogs and goats, all only while on the above described farm or anywhere within the limits of the same county or adjoining counties. CLAIM ON ANY ONE ANIMAL NOT TO EXCEED \$250.00.
13. \$ nil. On the story roof Building, while occupied only as a Poultry House building. (Marked No. on diagram.)
14. \$ nil. On Poultry, only while contained in above described poultry house building and in adjacent runways and yards connected with said building. CLAIM ON ANY ONE BIRD NOT TO EXCEED \$
15. \$ nil. On Poultry (NOT INSURED UNDER ANY OTHER ITEM OF THIS POLICY), only while on the above described farm. CLAIM ON ANY ONE BIRD NOT TO EXCEED \$
16. \$ nil. On the story roof Building known as Pump House, including pumping machinery and its equipment, all only while contained in, on or attached to said building. (Marked No. on diagram.)
17. \$ nil. On the story roof Building known as Windmill, Tower and Tank House, including pump- ing machinery and its equipment, all only while contained in, on or attached to said building. (Marked No. on diagram.)
18. \$ nil. On the story roof Building, while occupied only as a Granary. (Marked No. on diagram.)
19. \$ nil. On Grain, Seed and Feed (NOT INCLUDING HAY), all only while contained in the above described granary building.
20. \$ nil. On Trays, Boxes and Box Shook, all only while contained in building described under Item No.
21. \$ nil. On Trays, Boxes and Box Shook, all only while located anywhere on the above described farm, EXCEPT IN ANY DRYER, OR IN ANY PACKING HOUSE USED IN WHOLE OR IN PART FOR HANDLING PRODUCTS OTHER THAN THAT OF THE FARM DESCRIBED IN THIS POLICY.
22. \$ nil. On the story roof Building, while occupied only as a Private Garage. (Marked No. on diagram.)
23. \$ 2200.00 on D2 Caterpillar tractor.
24. \$ 500.00 on Farmall tractor, F-12.
25. \$ 500.00 on Farmall tractor, Model F-14.
26. \$ 2500.00 on John Deere tractor, Model D
27. \$ nil. On
28. \$ nil. On
29. \$ nil. On
30. \$ nil. On

PARAGRAPH NO. 31. Insurance attaches hereunder only to those items for which an amount is shown in the space provided therefor and not exceeding said amount under such item. For definition of terms "Building", "Household Furniture and Personal Property", "Movable Agricultural Implements, Equipment and Supplies", see Paragraph 36 of this form.
32. Loss, if any, under each item of this policy shall be adjusted with the Insured specifically named unless otherwise specified, (a) hereunder, (b) by written agreement, or (c) by endorsement hereon.
33. Loss, if any, on building (s) only, subject to all the terms and conditions of this policy, and to the written agreement, if any, between this Insurer and the following named Payee, is payable to assured
34. DISTRIBUTION CLAUSE: IT IS HEREBY AGREED THAT ALL TIMES THE AMOUNT OF INSURANCE (IF ANY) UNDER THE 21st ITEM, AND THE ITEM(S) OF THIS POLICY SHALL ATTACH IN EACH BUILDING OR DIVISION OR LOCATION IN THE PROPORTION THAT THE VALUE IN EACH SUCH BUILDING OR DIVISION OR LOCATION BEARS TO THE AGGREGATE VALUE IN ALL SUCH BUILDINGS OR DIVISIONS OR LOCATIONS.
35. LOSS BY FIRE RESULTING FROM "RIOT" AND "OR COMMOTION" CLAUSE: This policy, subject to all its stipulations and conditions, is hereby extended to cover loss by fire only in the same manner and to the same extent as though the words "riot" and "or commotion" were not in line 39 of the printed conditions of the policy.

THE PROVISIONS PRINTED ON THE BACK OF THIS FORM ARE HEREBY REFERRED TO AND MADE A PART HEREOF.



Agent's Signature

PARAGRAPH NO.

36. DEFINITION OF TERMS:

(I) **BUILDING:** Building in its entirety, including additions in contact therewith and all permanent fixtures attached to and constituting a part thereof; also frescoes and all other decorations permanently affixed to and constituting a part of the building; also (a) materials and supplies intended for use in construction, alterations or repairs of the building; and (b) awnings, door and window shades and screens, storm doors and storm windows used for the maintenance or service of the building. PROVIDED, HOWEVER, THAT PROPERTY DESCRIBED IN CLAUSES (a) and (b) MUST BE, AT THE TIME OF ANY LOSS, (1) THE PROPERTY OF THE NAMED INSURED WHO IS THE OWNER OF THE BUILDING; (2) LOCATED ON THE DESCRIBED FARM OR (WITH RESPECT TO PROPERTY DESCRIBED IN CLAUSE (a) ONLY) IMMEDIATELY ADJACENT THERETO, AND (3) NOT INSURED UNDER AN ITEM OTHER THAN A "BUILDING" ITEM OF THIS OR ANY OTHER POLICY.

(II) **HOUSEHOLD FURNITURE AND PERSONAL PROPERTY:** Household Furniture and Personal Property of every kind and description usual to the occupancy of the premises as a dwelling, including that on which, by the terms of this policy, liability must be specifically assumed; all belonging to the Insured or for which the Insured may be liable by law or may have prior to any loss assumed liability; or, at the sole option of the named Insured, belonging to a member of the Insured's family or to a servant of and residing with the Insured; or which is being purchased under an installment plan, including any unpaid balance. BUT EXCLUDING ACCOUNTS, BILLS, BULLION, CURRENCY, EVIDENCES OF DEBT OR OWNERSHIP OR OTHER DOCUMENTS, MANUSCRIPTS, MONEY, NOTES OR SECURITIES, CROPS, ANIMALS, BIRDS, PETS, MOTOR VEHICLES OF ANY DESCRIPTION, BOATS, AIRCRAFT, MERCHANDISE KEPT FOR SALE OR HELD ON STORAGE OR FOR REPAIR, BUSINESS OR STORE FURNITURE OR FIXTURES, AND PROPERTY (WHETHER INSURED UNDER THIS POLICY OR NOT) INCLUDED WITHIN THE DESCRIPTION OR DEFINITION OF ANY OTHER ITEM OF THIS POLICY. The following property is also covered (a) materials and supplies intended for use in construction, alterations or repairs of a building on the described farm; and (b) awnings, door and window shades and screens, storm doors and storm windows used for the maintenance or service of a building on the described farm. PROVIDED, HOWEVER, THAT PROPERTY DESCRIBED IN CLAUSES (a) and (b) MUST BE, AT THE TIME OF ANY LOSS, (1) THE PROPERTY OF THE NAMED INSURED WHO IS A TENANT OF THE DESCRIBED FARM; (2) LOCATED ON THE DESCRIBED FARM OR (WITH RESPECT TO PROPERTY DESCRIBED IN CLAUSE (a) ONLY) IMMEDIATELY ADJACENT THERETO, AND (3) NOT INSURED UNDER AN ITEM OTHER THAN A "HOUSEHOLD FURNITURE AND PERSONAL PROPERTY" ITEM OF THIS OR ANY OTHER POLICY.

The Insured may apply up to ten per cent (10%) of the amount specified for any Item covering "Household Furniture and Personal Property" to cover only the following classes of property described in and insured by such Item and not specifically excluded under section (II) immediately above: (a) household furniture, (b) personal effects usually carried by travelers for personal use or wear, when the property described in clauses (a) and (b) of this sentence is elsewhere than in the described dwelling house BUT WITHIN THE LIMITS OF THAT PART OF CONTINENTAL NORTH AMERICA INCLUDED WITHIN THE UNITED STATES OF AMERICA, ALASKA, THE DOMINION OF CANADA AND NEWFOUNDLAND; all belonging to the Insured or for which the Insured may be liable by law or may have prior to any loss assumed liability; or, at the sole option of the named Insured, belonging to a member of the family of and residing with the Insured; or which is being purchased under an installment plan including any unpaid balance. HOWEVER, IT IS AGREED BY THE INSURED THAT SUCH EXTENSION OF THIS INSURANCE SHALL IN NO WISE INURE DIRECTLY OR INDIRECTLY TO THE BENEFIT OF ANY CARRIER OR OTHER BAILEE, NOR SHALL IT APPLY TO FURNITURE OR FURNISHINGS OF THE INSURED AS ARE PROVIDED FOR USE IN A SECONDARY RESIDENCE.†

† The Insured (if not the owner of a dwelling house described in any Item covering on "Household Furniture and Personal Property"), may apply up to ten per cent (10%) of the amount specified for such Item, to cover improvements, alterations or additions to such described dwelling house.†

(III) **MOVABLE AGRICULTURAL IMPLEMENTS, EQUIPMENT AND SUPPLIES:** Movable Agricultural Implements, Equipment and Supplies, not insured under any other Item of this policy. BUT EXCLUDING PROPERTY KEPT FOR SALE, HAY, COMBINED HARVESTERS, THRESHING OUTFITS, HAY PRESSES, TRACTORS, AIRCRAFT, DITCHERS, DREDGERS, BOATS, BARGES AND OTHER SIMILAR FLOATING PROPERTY, MOTOR VEHICLES OF ANY DESCRIPTION. GRAIN, FEED, SEED, TRAYS, BOXES AND BOX SHOOK ARE ALSO EXCLUDED; PROVIDED, HOWEVER, THAT THE INSURED MAY APPLY UP TO TEN PER CENT (10%) OF THE AMOUNT SPECIFIED FOR ITEM 11 COVERING "MOVABLE AGRICULTURAL IMPLEMENTS, EQUIPMENT AND SUPPLIES" TO THE FOLLOWING PROPERTY IF SUCH PROPERTY IS NOT SEPARATELY INSURED FOR A SPECIFIC AMOUNT UNDER THIS OR ANY OTHER POLICY: SEED, GROUND OR COMPOUNDED STOCK OR POULTRY FEED, GRAIN HELD SOLELY FOR FEED, TRAYS, BOXES AND BOX SHOOK.†

† 37. It is a condition of this insurance that in the event the Insured elects to apply the ten per cent (10%) optional provisions as provided for in this form, THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS THAN WOULD HAVE BEEN THE CASE IF SIMILAR ELECTION WERE MADE UNDER OPTIONAL PROVISIONS OF ALL POLICIES COVERING THE SAME PROPERTY.

38. **AUTOMATIC REINSTATEMENT CLAUSE:** The amount of insurance hereunder involved in a loss payment of NOT MORE THAN TWO HUNDRED AND FIFTY DOLLARS (\$250.) FOR THIS POLICY shall be automatically reinstated.

39. **DWELLING HOUSE INHERENT EXPLOSION CLAUSE:** This policy shall also cover direct loss to dwelling house, and to household furniture and personal property only while contained in a dwelling house, (provided such dwelling house or such household furniture and personal property is insured under this policy) caused by explosion occurring in that dwelling house from hazards inherent in a dwelling house occupancy BUT THIS COMPANY SHALL NOT BE LIABLE FOR LOSS BY EXPLOSION ORIGINATING WITHIN STEAM BOILERS, STEAM PIPES, STEAM TURBINES, STEAM ENGINES, FLY WHEELS, LOCATED IN ANY SUCH DWELLING HOUSE.

40. **INCUBATOR AND BROODER PROHIBITION WARRANTY:** IT IS WARRANTED BY THE INSURED THAT NO INCUBATOR, BROODER OR OTHER HEATING DEVICES USED PRIMARILY FOR PROVIDING ARTIFICIAL HEAT IN THE INCUBATION OF EGGS AND RAISING OF POULTRY, SHALL BE OPERATED IN ANY OF THE BUILDINGS (INCLUDING POULTRY HOUSES) INSURED HEREUNDER, OR IN ANY OF THE BUILDINGS CONTAINING PROPERTY INSURED HEREUNDER, UNLESS A SPECIFIC PERMIT THEREFOR IS MADE A PART OF THIS POLICY. A BREACH OF THIS WARRANTY SUSPENDS THE INSURANCE DURING SUCH BREACH, BUT ONLY IN OR ON THE BUILDING OR BUILDINGS IN WHICH SUCH BREACH OCCURS.

41. **CONSEQUENTIAL LOSS EXEMPTION CLAUSE:** UNLESS PROVIDED BY ENDORSEMENT HEREON THIS INSURANCE DOES NOT COVER ANY LOSS TO EGGS OR POULTRY (WHEN INSURED HEREUNDER) CAUSED BY CHANGE OF TEMPERATURE RESULTING FROM THE TOTAL OR PARTIAL DESTRUCTION OR DISABLEMENT BY ANY PERIL INSURED AGAINST IN THIS POLICY OF THE HEATING APPARATUS, INCLUDING ALL CONNECTIONS OR SUPPLY PIPES, NOR BY CHANGE IN TEMPERATURE FROM ANY CAUSE.

42. **VACANCY AND UNOCCUPANCY:** THE ENTIRE INSURANCE UNDER THIS POLICY SHALL BE SUSPENDED AND THIS COMPANY SHALL NOT BE LIABLE FOR LOSS OCCURRING TO PROPERTY INSURED UNDER ANY ITEM OF THIS POLICY (1) WHILE ALL OF THE DWELLING HOUSE BUILDINGS LOCATED ON THE DESCRIBED FARM ARE VACANT OR UNOCCUPIED BEYOND THE PERIOD OF SIXTY (60) CONSECUTIVE DAYS, OR (2) WHILE ALL OF THE BUILDINGS ON THE DESCRIBED FARM (THERE BEING NO DWELLING HOUSE BUILDING THEREON) ARE VACANT OR UNOCCUPIED BEYOND THE PERIOD OF SIXTY (60) CONSECUTIVE DAYS. PROVIDED, HOWEVER, THAT PERMISSION IS HEREBY GRANTED FOR VACANCY AND UNOCCUPANCY IN EXCESS OF SIXTY (60) CONSECUTIVE DAYS, WHILE THE DESCRIBED FARM IS UNDER THE SUPERVISION OF AN AUTHORIZED EMPLOYEE OR OWNER'S REPRESENTATIVE RESIDING THEREON. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO EXTEND THE TERM OF THIS POLICY.

43. **DEFINITION OF VACANCY AND UNOCCUPANCY:** A building intended for residence by human beings shall be deemed to be vacant within the meaning of this policy unless such building contains the furnishings ordinarily contained therein to enable the use of said building for the purpose for which it is adapted; and shall be deemed to be unoccupied (but not vacant) if such building contains the furnishings ordinarily contained therein to enable the use of said building for the purpose for which it is adapted, but no lawful occupant is residing therein. A building not intended for residence by human beings, if appurtenant to a dwelling house located on the described farm, shall be deemed to be vacant or unoccupied if the dwelling house on the described farm is vacant or unoccupied.

44. **PERMITS AND AGREEMENTS CLAUSE:** Permission granted (a) For such use of the premises as is usual and incidental to agriculture and to keep and use all articles and materials usual and incidental thereto in such quantities as the exigencies of the occupancy require; (b) If any of the buildings described hereunder be in process of construction, to install all fittings and fixtures pertaining to the service thereof, to set up and test machinery to be used therein, and to complete, occupy and operate same; (c) To make alterations and repairs to building(s) and to build additions thereto (without limit of time), but without extending the term of this policy.

45. **LIGHTNING CLAUSE:** EXCEPT AS HEREIN PROVIDED, THIS POLICY ALSO COVERS DIRECT LOSS OR DAMAGE CAUSED BY LIGHTNING (MEANING THEREBY THE COMMONLY ACCEPTED USE OF THE TERM "LIGHTNING") WHETHER FIRE ENSUES OR NOT, SUBJECT IN ALL OTHER RESPECTS TO THE TERMS AND CONDITIONS OF THIS POLICY; PROVIDED, HOWEVER, THAT IF THERE SHALL BE ANY OTHER INSURANCE ON THE DESCRIBED PROPERTY THIS COMPANY SHALL BE LIABLE ONLY PRO RATA WITH SUCH OTHER INSURANCE FOR ANY DIRECT LOSS BY LIGHTNING WHETHER SUCH OTHER INSURANCE BE AGAINST DIRECT LOSS BY LIGHTNING OR NOT.

THIS LIGHTNING CLAUSE DOES NOT INCREASE THE AMOUNT OR AMOUNTS OF INSURANCE PROVIDED IN THIS POLICY.

46. **ELECTRICAL APPARATUS CLAUSE:** IF ELECTRICAL APPLIANCES OR DEVICES (INCLUDING WIRING) ARE COVERED UNDER THIS POLICY, THIS COMPANY SHALL NOT BE LIABLE FOR ANY ELECTRICAL INJURY OR DISTURBANCE TO THE SAID ELECTRICAL APPLIANCES OR DEVICES (INCLUDING WIRING) CAUSED BY ELECTRICAL CURRENTS ARTIFICIALLY GENERATED UNLESS FIRE ENSUES, AND IF FIRE DOES ENSUE THIS COMPANY SHALL BE LIABLE ONLY FOR ITS PROPORTION OF LOSS OR DAMAGE CAUSED BY SUCH ENSUING FIRE.

STANDARD FORMS BUREAU FORM 546-A (MAY 1932)

THREE-FOURTHS VALUE CLAUSE FOR FARM PROPERTY OTHER THAN HAY.

It is a condition of this insurance that, in event of loss under any item of this policy, this company shall not be liable thereunder for an amount greater than three-fourths of the actual cash value of the property covered by said item of this policy at the time of such loss; and in case of other insurance, whether valid or not, then for only its pro rata proportion of such three-fourths value. If more than one item be named herein, this clause shall apply to each such item separately. Provided always, however, that this "three-fourths value clause" shall not be applicable to hay (if any) insured under this policy.

Attached to Policy No. 51634 of the SANTA CLARA COUNTY FIRE INSURANCE CO.
 Issued to CHIZN TAKEDA
 Agency at San Jose, California, Dated March 27th, 1948



[Signature]
Agent.

25 which are hereby specifically referred to and made a part of this policy, together with such other provisions, agree-
 26 ments or conditions as may be endorsed hereon or added hereto, and no officer, agent, or other representative of this
 27 company shall have power to waive any provision or condition of this policy except by writing endorsed hereon or
 28 added hereto, and no person unless duly authorized in writing shall be deemed the agent of this company.

28 The charter and by-laws of this company are to be resorted to and used to explain the rights and obligations of the
 29 parties hereto in all cases not herein otherwise especially provided for, and are hereby made a part of this policy.
 30 This policy is made and accepted upon the above expressed condition.

31 This policy shall not be valid until countersigned by the duly authorized secretary of the company at San Jose,
 32 California.

33 IN WITNESS WHEREOF, this company has executed and attested these presents.

34 **SANTA CLARA COUNTY FIRE INSURANCE COMPANY**

35 By *[Signature]* President

36 Countersigned at San Jose, California, this 27th day of March 1948.

37 *[Signature]* Secretary

STIPULATIONS AND CONDITIONS SPECIALLY REFERRED TO

38
39 STIPULATIONS AND CONDITIONS—PROPERTY NOT COVERED. (a) This company shall not be
40 liable for loss to accounts, bills, currency, evidence of debt, or ownership or other documents, money, notes, or securi-
41 ties; nor (b) unless liability is specifically assumed hereon, for the loss to bullion, casts, curiosities, drawings, dies,
42 jewels, manuscripts, medals, models, patterns, pictures, scientific apparatus, business or store or office furniture or fix-
43 tures, sculptures, frescoes and decorations, or property held on storage or for repair.

44 HAZARDS NOT COVERED—This Company shall not be liable for loss by (a) theft, or (b) by neglect of the
45 insured to use all reasonable means to save and preserve the property at and after a fire, or when the property is en-
46 dangered by fire; or (c) unless fire ensues, and in that event for the damage by fire only, by explosion of any kind,
47 or lightning; or (d) by invasion, insurrection, riot, civil war, or commotion, or (except as hereinafter provided) by
48 military or usurped power, or order of any civil authority, but the company will be liable, unless otherwise provided by
49 endorsement hereon or added hereto, if the property is lost or damaged, by fire or otherwise, by civil authority or mili-
50 tary or usurped power exercised to prevent the spread of fire not originating from a cause excepted hereunder and
51 which fire otherwise probably would have caused the loss of or damage to the insured property.

52 MATTERS AVOIDING POLICY—This entire policy shall be void (a) if the insured has concealed or misrepre-
53 sented any material fact or circumstance concerning this insurance or the subject thereof; or (b) in case of any fraud
54 or false swearing by the insured touching any matter relating to this insurance or the subject thereof, whether before
55 or after a loss.

56 Unless otherwise provided by agreement endorsed hereon or added hereto this entire policy shall be void (a) if the
57 insured now has or shall procure any other insurance whether valid or not, on property covered in whole or in part by
58 this policy, or (b) if the interest of the insured be other than unconditional and sole ownership, or (c) if the subject
59 of insurance be a building on ground not owned by the insured in fee simple, or (d) if with the knowledge of the in-
60 sured foreclosure proceedings be commenced or notice given of sale of any property covered by this policy by virtue
61 of any mortgage or trust deed, or (e) if this policy be assigned before a loss.

62 MATTERS SUSPENDING INSURANCE—Unless otherwise provided by agreement endorsed hereon or added
63 hereto this Company shall not be liable for loss or damage occurring (a) while the hazard shall be materially increased
64 by any means within the control of the insured, or (b) if the subject of insurance be a manufacturing establishment,
65 while it is operated in whole or in part at night later than ten o'clock or while it ceases to be operated beyond a period of
66 ten consecutive days; or (c) while mechanics or artisans are employed in building or altering or repairing the described
67 premises for more than fifteen days at any one time; or (d) while illuminating gas or vapor be generated in the de-
68 scribed building (or adjacent thereto) for use therein; or (e) while there be kept, used or allowed on the described
69 premises (any usage or custom of trade or manufacture to the contrary notwithstanding), calcium carbide, phosphor-
70 us, dynamite, nitroglycerine, fireworks or other explosive; or exceeding one quart each of benzine, gasoline, naphtha
71 or ether, or more than twenty-five pounds of gunpowder; or (f) while a building herein described whether intended
72 for occupation by owner or tenant is vacant or unoccupied beyond the period of ten (10) consecutive days; (g) while
73 the interest in, title to or possession of the subject of insurance is changed excepting: (1) by death of the insured; (2)
74 a change of occupancy of building without material increase of hazard; and (3) transfer by one or more several co-
75 partners or co-owners to the others.

76 Such suspension shall not extend the term of this policy nor create any right for refund of the whole or any portion
77 of premium, nor affect the respective rights of cancellation.

78 CHATTEL MORTGAGE—Unless otherwise provided by agreement in writing endorsed hereon or added hereto
79 this company shall not be liable for loss or damage to any property insured hereunder while encumbered by a chattel
80 mortgage, but the liability of the company upon other property hereby insured shall not be affected by such chattel
81 mortgage.

82 FALLEN BUILDING CLAUSE—Unless otherwise provided by agreement endorsed hereon or added hereto, if
83 the building or any material part thereof fall, except as a result of fire, all insurance by this policy on such building or
84 its contents shall immediately cease.

85 REMOVAL WHEN ENDANGERED BY FIRE—Should any of said property be necessarily removed because
86 of danger from fire, and there is no other insurance thereon, that part of this policy in excess of the value of the in-
87 sured property remaining in the original location, or, if there is other insurance thereon, that part of this policy in ex-
88 cess of its proportion of the value of the insured property remaining in the original location, shall, for the ensuing five
89 days only, cover the said removed property in its new location or locations.

90 CANCELLATION—This policy may be cancelled and the insured as a member of this company may withdraw
91 therefrom by the insured surrendering his policy for cancellation at any time during the life of the policy and while
92 the company continues the business for which it was organized, by giving notice in writing to the company and by
93 paying such obligations as may have accrued against him on the day of cancellation; provided, that this company
94 shall have the power to cancel or terminate any policy by giving the insured five days written notice to that effect
95 either in person or by registered mail to his last post-office address or if this is not known then to the address given
96 upon the application blank which is a part of this policy and by returning to him in the same manner by check or
97 otherwise any excess premium he may have paid during the term of this policy, over the cost of his insurance as
98 measured, on the pro rata basis, by the customary rate of fire insurance companies doing business in this State.

99 Also, in case of cancellation by this company it must also notify in the same manner any holder of a mortgage or
100 deed of trust whose name appears either on the signed application which is a part of this policy or upon a paster or

101 otherwise upon this policy or the party names "to whom loss if any is payable to.....";
102 provided, however, that if the insured shall fail to pay the premium on this policy within thirty days from date there-
103 of, then this policy shall be suspended and of no further force and effect until reinstated by the payment of all delin-
104 quent charges or fees; and provided further, that this policy shall not be suspended as far as the interest of said
105 mortgagee or other party to whom, with the written consent of the company this policy is made payable until and
106 after ten days written notice of such failure.

107 ASSIGNMENT—This company may give its consent in writing allowing the assignment of this policy upon the bona
108 fide sale of the property insured herein; provided, within thirty days from the transfer of the title to the within
109 property and upon the assignment thereof said purchaser or his agent signs an agreement becoming a member and
110 accepting the conditions of the within policy; otherwise this policy to be null and void, except as to holders of a mortgage
111 or deed of trust.

112 DUTY OF INSURED IN CASE OF LOSS—When a loss occurs the insured must give to this company written
113 notice thereof without unnecessary delay; and shall protect the property from further damage; forthwith separate
114 the damaged and undamaged personal property and put it in the best possible order; and without unnecessary delay
115 make a complete inventory stating as far as possible the quantity and cost of each article, and the amount claimed
116 thereon.

117 Within sixty days after the commencement of the fire the insured shall render to the company at its main office
118 in California named herein preliminary proof of loss consisting of a written statement signed and sworn to by him
119 setting forth: (a) his knowledge and belief as to the origin of the fire; (b) the interest of the insured and of all others

120 in the property; (c) the cash value of the different articles or properties and the amount of loss thereon; (d) all en-
121 cumbrances thereon; (e) all other insurance, whether valid or not, covering any of said articles or properties; (f) a
122 copy of the descriptions and schedules in all other policies unless similar to this policy, and in that event, a statement
123 as to the amounts for which the different articles or properties are insured in each of the other policies; (g) any change
124 of title, use, occupation, location or possession of said property since the issuance of this policy; (h) by whom and for
125 what purpose any building herein described, and the several parts thereof, were occupied at the time of the fire.

126 If the company claims that the preliminary proof of loss is defective and within five days after the receipt thereof
127 (without admitting the amount of loss or any part thereof) notifies in writing the insured, or the party making such
128 proof of loss, of the alleged defects (specifically stating them) and requests that they be remedied by verified amend-
129 ments the insured or such party within ten days after the receipt of such notification and request must comply there-
130 with or, if unable so to do, present to the company an affidavit to that effect.

131 The insured shall also furnish, if required, as far as it is practicable to obtain the same, verified plans and specifi-
132 cations of any building, fixtures or machinery destroyed or damaged; and the insured shall exhibit to any person
133 designated in writing by this company all that remains of any property herein described and shall submit to examina-
134 tion under oath, as often as required, by any such person, and subscribe to the testimony so given and shall produce
135 to such person for examination all books of accounts, bills, invoices and other vouchers, and permit extracts and copies
136 thereof to be made, and in case the originals are lost, certified copies, if obtainable, shall be produced.

137 ASCERTAINMENT OF AMOUNT OF LOSS—This company shall be deemed to have assented to the amount
138 of the loss claimed by the insured in his preliminary proof of loss, unless within twenty days after the receipt thereof,
139 or, if verified amendments have been requested, within twenty days after their receipt, or within twenty days after the
140 receipt of an affidavit that the insured is unable to furnish such amendments, the company shall notify the insured in
141 writing of its partial or total disagreement with the amount of loss claimed by him and shall also notify him in writing
142 of the amount of loss, if any, the company admits on each of the different articles or properties set forth in the prelim-
143 inary proof or amendments thereto.

144 If the insured and this company fail to agree, in whole or in part, as to the amount of loss within ten days after such
145 notification, this company shall forthwith demand in writing an appraisal of the loss or a part of loss as to which
146 there is a disagreement and shall name a competent and disinterested appraiser, and the insured within five days
147 after receipt of such demand and name, shall appoint a competent and disinterested appraiser and notify the company
148 thereof in writing and the two so chosen shall before commencing the appraisal, select a competent and disinter-
149 ested umpire.

150 The appraisers together shall estimate and appraise the loss or part of loss as to which there is a disagreement, stat-
151 ing separately the sound value and damage, and if they fail to agree they shall submit their differences to the umpire,
152 and the award in writing duly verified of any two shall determine the amount or amounts of such loss.

153 The parties to the appraisal shall pay the appraisers respectively appointed by them and shall bear equally
154 the expense of the appraisal and the charges of the umpire.

155 If for any reason not attributable to the insured, or to the appraiser appointed by him, an appraisal is not had
156 and completed within ninety days after said preliminary proof of loss is received by this company, the insured is not
157 to be prejudiced by the failure to make an appraisal, and may prove the amount of his loss in an action brought
158 without such appraisal.

159 OPTION OF COMPANY IN CASE OF LOSS—This company may, at its option, take all or any part of the
160 property for which insurance hereunder is claimed at its ascertained or appraised value, and may also, at its option,
161 in satisfaction of its liability hereunder, repair, rebuild, or replace any building or structure or machine or machinery
162 used therein, with other of like kind and quality, within a reasonable time, upon giving notice within twenty days of
163 its intention so to do after the receipt by it of the preliminary proof of loss, or if verified amendments have been re-
164 quested, within twenty days after their receipt, or, within twenty days after the receipt of an affidavit that the insured
165 is unable to furnish such amendments. There can be no abandonment to this company of any property.

166 APPORTIONMENT OF LOSS—This company shall not be liable under this policy for a greater proportion
167 of any loss on the described property, or for loss by, and expense of, removal from the premises endangered by fire,
168 than the amount hereby insured bears to the entire insurance covering such property whether valid or not, or by solvent
169 or insolvent insurers.

170 ASSESSMENT FOR DEFICIENCY—When the amount of any loss shall have been ascertained, which exceeds
171 in amount the cash funds of the company, the president shall convene the directors of this company, who shall proceed
172 in the manner as provided in section 12 of this act.

173 NOTICE OF ASSESSMENT—It shall be the duty of the secretary, whenever assessment shall have been made,
174 to immediately notify every person holding a risk in this company, personally, by an agent, or by letter directed to his
175 usual post-office address, of the amount of such loss, and the sum due from him, as his share thereof, and of the time
176 and to whom such payment is made; but such time shall not be less than thirty days, nor more than ninety days from
177 date of such notice. No assessment or assessments can be levied under this policy in excess of three times the premium
178 named herein.

179 ACTION FOR NEGLIGENCE OR REFUSAL TO PAY ASSESSMENTS—An action may be brought against
180 the member whose property is insured herein and this policy is automatically suspended if the insured shall not have
181 paid, before it is delinquent, his portion of any assessment levied or other liability due this company for a period in
182 excess of ninety days. The directors of this company who shall willfully refuse or neglect to perform the duties im-
183 posed upon them by law or the by-laws of the company, shall be liable in their individual capacity to the person sus-
184 taining such loss. An action may also be brought and maintained against this company by members thereof for losses
185 sustained if payment is withheld after the amount of such losses have been determined and is due by the terms of the
186 policy.

187 NONWAIVER BY APPRAISAL OR EXAMINATION—This company shall not be held to have waived any
188 provision or condition of this policy or any forfeiture thereof, by assenting to the amount of the loss or damage or by
189 any requirement, act, or proceeding on its part relating to the appraisal or to any examination herein provided for.

190 SUBROGATION—If this company shall claim that the fire was caused by the act or neglect of any person or
191 corporation, this company shall, upon payment of the loss be subrogated to the extent of such payment to all right of
192 recovery by the insured for the loss resulting therefrom, and such right shall be assigned to this company by the insured
193 on receiving such payment.

194 TIME FOR COMMENCEMENT OF ACTION—No suit or action on this policy for the recovery of any claim
195 shall be sustained, until after full compliance by the insured with all of the foregoing requirements, nor unless begun
196 within fifteen months next after the commencement of the fire.

197 DEFINITIONS—Wherever in this policy the word "insured" occurs, it shall be held to include the legal repre-
198 sentatives of the insured in case of death, and wherever the word "loss" occurs it shall be deemed the equivalent of
199 "loss or damage," and wherever the words "the time of loss or damage" are used they shall be deemed the equivalent
200 of "the time of the commencement of the fire."