

STATE OF ALABAMA

DEPARTMENT OF INSURANCE

I, the undersigned as Superintendent of Insurance for the State of Alabama, hereby certify that on the 3rd day of April, 1967, I sent by registered mail in an envelope as follows:

Nationwide Mutual Insurance Company
246 North High Street
Columbus, Ohio 43216

REGISTERED MAIL
RETURN RECEIPT REQUESTED

bearing sufficient prepaid postage, a copy of a summons and complaint served upon me by the Sheriff of Montgomery County, Alabama, in a cause styled as follows:

Virgle Bodel, d/b/a Radio Craft, Plaintiff

in the Circuit Court of Baldwin County

VERSUS

(Name of Court)

Nationwide Mutual Insurance Company, a corp., Defendant

And that on the 10th day of April, 1967, I received the return card showing receipt by the designated addressee of said envelope on the 6th day of April, 1967.

Witness my hand and official seal this the 10th day of April, 1967.

Walter S. Houseal
SUPERINTENDENT OF INSURANCE

VIRGLE BODEL, d/b/a
RADIO CRAFT,

Plaintiff,

vs. th

NATIONWIDE MUTUAL INSURANCE
COMPANY, A Corporation,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO.

9431

The Plaintiff claims of the Defendant ONE THOUSAND
FOUR HUNDRED TWENTY and 14/100 (\$1,420.14) DOLLARS, the value of
the following described property, to-wit:

Motorola television	CL720cs
Motorola television	CT607ca
Motorola television	BP501
Motorola television	XP202ca
Motorola television	BT602E
Motorola television	BT603
GOL30 Cart	
Midland Walkie Talkie	
Fannon Walkie Talkie	

On the 3rd day of January, 1960 the Plaintiff insured
against loss by theft or burglary merchandise of the Plaintiff
in his place of business, for a term ending the 2nd day of March,
1967, which said merchandise was stolen on, the 30th day of January,
1967, by a thief or burglar who broke into and entered the premises
of the Plaintiff named in the said contract of insurance. The
Plaintiff gave notice of the loss to the Defendant as required
by the police and the Defendant denied liability thereunder. A
copy of the said policy is attached to this Bill of Complaint
marked Exhibit "A" and is made a part hereof as if herein fully
set out.

WILTERS, BRANTLEY & NESBIT

BY: [Signature]

Attorneys for Plaintiff

Plaintiff demands a trial
by jury.

WILTERS, BRANTLEY & NESBIT

BY: [Signature]

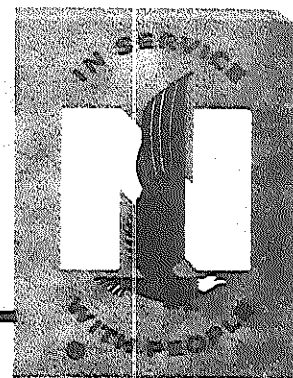
FILED

JAN 30 1968

CLERK
RECEIVED

MERCANTILE OPEN STOCK BURGLARY POLICY

NATIONWIDE MUTUAL INSURANCE COMPANY



COLUMBUS, OHIO

DECLARATIONS

ITEM 1. Name and address of Insured

Policy No 63-BS-654-224

Virgle Bodle
DBA Radio Craft
Route #1
Loxley, Alabama

The location of the premises is at the above address, or elsewhere, _____ miles south of Loxley, Alabama, on Highway 90.

Part occupied by Insured: All

Business of the Insured conducted in the premises: Radio-TV Repair

ITEM 2. Policy period: From January 3, 1966 to March 2, 1966 to MARCH-2-67 at 12:01 A.M., standard time, at the location of the premises as to each of said dates and is renewed automatically for succeeding periods of one year(s) each thereafter, provided the required premium is paid by the Insured on or before the expiration of the current period and accepted by the Company. Failure by the Insured to pay the required premiums for this policy shall be deemed a request by the Insured for cancellation of this policy.

ITEM 3. Limit of Insurance: \$ 2,000. Premium: \$ 61.00

ITEM 4. The coinsurance percentage applicable to loss of merchandise is 40 %, subject to a coinsurance limit of \$ 11,000.

ITEM 5. During the policy period, the burglar alarm system described in Underwriters' Laboratories, Inc. Certificate No. _____ effective _____ will be maintained in proper working order and connected at all times when the premises are not open for business.

ITEM 6. None Private watchman (watchmen) employed exclusively by the Insured will be on duty within the premises at all times when the premises are not regularly open for business during the policy period. Each such watchman will make at least hourly rounds of the premises and (a) register at least hourly on a watchman's clock no; (yes or no); or (b) signal an outside central station at least hourly no (yes or no).

ITEM 7. The Insured has no other insurance covering loss covered hereby, except as herein stated:

Completed at

By

Authorized Representative

4175

NATIONWIDE MUTUAL INSURANCE COMPANY

(Herein Called the Company)

Agrees with the Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limit of insurance, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

I. LOSS OF MERCHANDISE; PREMISES DAMAGE

To pay for loss by burglary or by robbery of a watchman, while the premises are not open for business, of merchandise, furniture, fixtures and equipment within the premises or within a showcase or show window used by the Insured and located outside the premises but inside the building line of the building containing the premises or attached to said building.

To pay for damage to the premises, and to the insured property within the premises or within such showcase or show window, by such burglary, robbery of a watchman, or attempt thereof, provided with respect to damage to the premises the Insured is the owner thereof or is liable for such damage.

This policy does not apply:

- (a) to loss due to any fraudulent, dishonest or criminal act by any Insured, a partner therein, or an officer, employee, director, trustee or authorized representative thereof, while working or otherwise and whether acting alone or in collusion with others;
- (b) to loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (c) to loss of manuscripts, records or accounts;
- (d) to loss of furs or articles containing fur which represents

EXCLUSIONS

their principal value, by removal of such property from within a showcase or show window by a person who has broken the glass thereof from outside the premises or by any accomplice of any such person;

- (e) to loss occurring while there is any change in the condition of the risk or during a fire in the premises;
- (f) to damage by vandalism or malicious mischief;
- (g) to loss due to nuclear reaction, nuclear radiation or radioactive contamination, or to any act or condition incident to any of the foregoing.

CONDITIONS

gems, precious or semiprecious stones and articles containing one or more gems.

3. OWNERSHIP OF PROPERTY; INTERESTS COVERED

The insured property may be owned by the Insured, or held by the Insured in any capacity whether or not the Insured is liable for the loss thereof, or may be property as respects which the Insured is legally liable; provided, the insurance applies only to the interest of the Insured in such property, including the Insured's liability to others, and does not apply to the interest of any other person or organization in any of said property unless included in the Insured's proof of loss.

4. BOOKS AND RECORDS

The Insured shall keep records of all the insured property in such manner that the Company can accurately determine therefrom the amount of loss.

5. COINSURANCE

The Company shall not be liable for a greater proportion of a loss of merchandise, exclusive of jewelry and of property held by the Insured as a pledge or as collateral, than the limit of insurance stated in the Declarations bears to (a) the coinsurance percentage, as stated in the Declarations, of the actual cash value of all such merchandise contained within the premises at time of loss, or (b) the coinsurance limit stated in the Declarations, whichever is less.

6. LIMITS OF LIABILITY; SETTLEMENT OPTIONS

Subject to any application of the coinsurance requirement, the limit of the Company's liability for loss shall not exceed the actual cash value of the property at time of loss, nor the cost to repair or replace the property with like kind and quality, nor the applicable limit of insurance, whichever is less.

1. POLICY PERIOD, TERRITORY

This policy applies only to loss which occurs during the policy period within any of the States of the United States of America, the District of Columbia, Hawaii, Virgin Islands, Puerto Rico, Canal Zone or Canada.

2. DEFINITIONS

(a) **Premises.** The unqualified word "premises" means the interior of that portion of any building at the location designated in the Declarations which is occupied by the Insured in conducting the business as stated therein, but shall not include (1) showcases or show windows not opening directly into the interior of the premises, or (2) public entrances, halls or stairways.

(b) **Burglary.** The word "burglary" means the felonious abstraction of insured property (1) from within the premises by a person making felonious entry therein by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals upon, or physical damage to, the exterior of the premises at the place of such entry, or (2) from within a showcase or show window outside the premises by a person making felonious entry into such showcase or show window by actual force and violence, of which force and violence there are visible marks thereon.

(c) **Robbery of a Watchman.** The term "robbery of a watchman" means the taking of insured property by violence or threat of violence inflicted upon a private watchman employed exclusively by the Insured and while such watchman is on duty within the premises.

(d) **Loss.** The word "loss" includes damage.

(e) **Jewelry.** The word "jewelry" means jewelry, watches,

in the Declarations; provided, however, the limit of the Company's liability for loss of the contents of any showcase or show window not opening directly into the interior of the premises is \$100; provided, further, (a) the actual cash value of any one article of jewelry shall be deemed not to exceed \$50; and (b) subject to such limit, the actual cash value of property held by the Insured as a pledge, or as collateral for an advance or a loan, shall be deemed not to exceed the value of the property as determined and recorded by the Insured when making the advance or loan, nor, in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

The Company may pay for the loss in money or may repair or replace the property and may settle any claim for loss of property either with the Insured or the owner thereof. Any property so paid for or replaced shall become the property of the Company. Any property recovered after settlement of a loss shall be applied first to the expense of the parties in making such recovery, with any balance applied to the property had been recovered.

readjusted accordingly. The Insured or the Company, upon recovery of any such property, shall give notice thereof as soon as practicable to the other.

The occurrence of any loss shall reduce the applicable limit of insurance by the extent of the Company's liability for such loss until the premises are restored to at least the same condition of safety as immediately prior to the loss; but such reduction shall not occur with respect to loss occurring subsequent to the receipt by the Company of notice of loss for which the Company is liable under this policy. If the Insured shall maintain within the premises at least one watchman while the premises are not open for business.

Application of the insurance to property of more than one person shall not operate to increase the limit of the Company's liability.

INSURED'S DUTIES WHEN LOSS OCCURS

Upon knowledge or discovery of loss or of an occurrence which may give rise to a claim for loss, the Insured shall:

- give notice thereof as soon as practicable to the Company or any of its authorized agents and also to the police;
- file detailed proof of loss, duly sworn to, with the Company within four months after the occurrence of loss.

Upon the Company's request, (1) the Insured shall furnish a complete inventory of all property, not stolen or damaged, stating the original cost and actual cash value and quantity thereof; and (2) the Insured and every claimant hereunder shall submit to examination by the Company, subscribe the same, under oath if required, and produce for the Company's examination all pertinent records, all at such reasonable times and places as the Company shall designate, and shall cooperate with the Company in all matters pertaining to loss or claims with respect thereto.

2. OTHER INSURANCE

If there is any other valid and collectible insurance which would apply in the absence of this policy, the insurance under this policy shall apply only as excess insurance over such other insurance; provided, the insurance shall not apply (a) to property which is separately described and enumerated and specifically insured in whole or in part by any other insurance; or (b) to property otherwise insured unless such property is owned by the Insured.

9. APPRAISAL

If the Insured and the Company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty days after receipt of proof of loss by the Company, select a competent and disinterested appraiser and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen days to agree upon such umpire, then, on the request of the Insured or the Company, such umpire shall be selected by a judge of a court of record in the county and state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at time of loss and the amount of the loss, and failing to agree, shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the Company shall each pay its chosen appraiser and shall bear equally the expenses of the umpire and the other expenses of appraisal.

10. ACTION AGAINST COMPANY

No action shall be against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until ninety days after the required proofs of loss have been filed with the Company, nor at all unless commenced within two years from the date when the Insured discovers the loss. If any limitation of time for notice of loss or any legal proceeding herein contained is shorter than that permitted to be used by agreement under any statute controlling the construction of this policy, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation herein stated.

11. SUBROGATION

Under this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

12. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

13. CANCELLATION

This policy may be cancelled by the Insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Insured at the address shown in the policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the

time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

14. ASSIGNMENT

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Insured shall die, this policy shall cover the Insured's legal representative as Insured; provided that notice of cancellation addressed to the Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

15. TERMS OF POLICY CONFORMED TO STATUTE

Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

16. DECLARATIONS

By acceptance of this policy the Insured agrees that the statements in the Declarations are true and correct and represents

tions of the Insured, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the Insured and the Company or any of its agents relating to this insurance.

If for reasons beyond the Insured's control

(a) the Insured fails to maintain the alarm system stated in the Declarations but, until such alarm system has been fully restored to proper working condition, the Insured provides at least one watchman within the premises at all times when the premises are not open for business and such watchman is in addition to any number of watchmen specified in the Declarations, or

(b) the Insured fails to maintain any other service or equipment stated in the Declarations,

the insurance under this policy shall apply only in the reduced amount which the premium for this insurance would have purchased, in accordance with the Company's manual as of the commencement of such failure, in the absence of any agreement of the Insured to maintain such service or equipment.

MUTUAL POLICY CONDITIONS

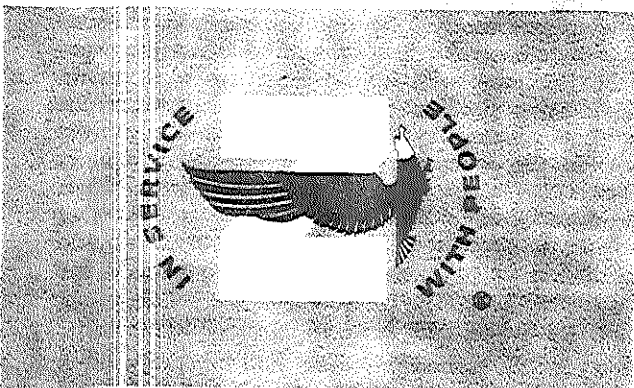
- 1. MUTUALITY** By paying the premium and by accepting this policy, the Named Insured becomes a member of the Company. The Named Insured is entitled to one vote at meetings of members of the Company and such dividends as may be declared by the Board of Directors. Upon cancellation or other termination of the policy, the Named Insured ceases to be a member.
- 2. NO CONTINGENT LIABILITY** The policy is non-assessable.
- 3. DATE OF ANNUAL MEETING** The annual meeting of the members of the Company shall be held at the Home Office at Columbus, Ohio, on the first Thursday of April at 10:00 A.M. In case the Board of Directors shall elect to change the time and place of such meeting, due notice shall be mailed or delivered to each member at the address stated in this policy at least 10 days prior thereto.

IN WITNESS WHEREOF: NATIONWIDE MUTUAL INSURANCE COMPANY has caused this policy to be signed by its President and Secretary at Columbus, Ohio, and countersigned by a duly authorized representative of the Company.

ATTEST:

E. A. Rule
Secretary

Murray D. Lincoln
President



MERCANTILE OPEN STOCK
BURGLARY POLICY

Non-Assessable

NATIONWIDE
MUTUAL INSURANCE COMPANY
HOME OFFICE • COLUMBUS, OHIO

Circuit Court, Baldwin County

SUM

STATE OF ALABAMA
Baldwin County

No.

..TERM, 19.....

STATE OF ALABAMA
Baldwin County
TO ANY SHERIFF OF THE STATE OF ALABAMA:
I do hereby Commanded to Summon ~~XXXXX~~
~~XXXXX~~ NATIONWIDE MUTUAL

TO ANY SHERIFF OF
You Are Hereby Commanded to Summon
~~XXXXXX~~ NATIONW

Corporation

Are Hereby Commanded to Summon
~~XXXXXX XXXXXX~~ NATIONWIDE MOTOR
Corporation
to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint
in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against
Insurance Company, a Corporation, Defendant.
Plaintiff

Corporation.
 and plead, answer or demur, within thirty days from the
 in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against
 Defendant.
 Nationwide Mutual Insurance Company, a Corporation
 Plaintiff
 vs.
 Radio Craft
 March 19 67
 Luck

by Virgle Bodet, a/b/a Radio Craft day of

Witness my hand this

day of

19...67

Plaintiff.....

Service to be had on the Superintendent of Insurance for the State of Alabama.