

TRAVELERS CASUALTY AND SURETY COMPANY OF AM

20020816000388750 Pg 1/3 23.00
Shelby Cnty Judge of Probate, AL
08/16/2002 08:38:00 FILED/CERTIFIED

NOTARY BOND STATE AT LARGE

THE STATE OF ALABAMA }
COUNTY OF SHELBY }
BOND TERM FOUR YEARS }

KNOW ALL MEN BY THESE PRESENTS:

BOND NO.: #76S103860892BCM

THAT WE, Nancy P. Coxwell as Principal and Travelers Casualty & Surety Company of America, a corporation duly licensed to do business in the State of Alabama, as Surety, are held and firmly bound unto the State of Alabama in the sum of TEN THOUSAND DOLLARS AND NO/100 (\$10,000.00), for the payment of which well and truly to be made and done, we bind ourselves, our heirs, executors, administrators, and assigns, firmly by these presents, and we hereby waive our right to claim personal property exempt under the laws of Alabama.

Sealed with our seals, and dated this 7th day of August, 2002.

WHEREAS, the above-named Principal has been duly appointed Notary Public State at Large beginning the 17th day of August, 2002; for the term of four years in Precinct No. _____ in and for said County.

NOW, THEREFORE, the condition of this bond is that if the named Principal shall faithfully discharge the duties of the office of Notary Public during his/her continuance therein, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Nancy P. Coxwell (L.S.)
Nancy P. Coxwell, PRINCIPAL

Approved and ordered of Record this 16th
day of August, 2002.

Patricia Yeager Thumister
JUDGE OF PROBATE

The Travelers Casualty & Surety Company of America

By: Arthur J. Williams (L.S.)
Arthur J. Williams, Attorney in Fact
Byars & Associates, Inc.
P.O. Box 1309 - Jasper, AL 35502-1309

OATH OF OFFICE

THE STATE OF ALABAMA
COUNTY OF SHELBY

I, Nancy P. Coxwell, do solemnly swear that I will support the Constitution of the United States, and the State of Alabama, so long as I remain a citizen thereof; and that I will honestly and faithfully discharge the duties of the office upon which I am about to enter, to the best of my ability, so help me God.

Subscribed and sworn to before me, this 9th
day of August, 2002.

Steven L. Alexander

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 22, 2004
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

Nancy P. Coxwell
Nancy P. Coxwell

Filed in the office of the Judge of Probate Court, this 16th day of August, 2002.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

One Tower Square - Hartford, Connecticut 06183
NOTARY PUBLIC ERRORS AND OMISSIONS POLICY

Policy No. #76S103860892BCM

Term Premium: \$ 40.00

Policy Effective Date: 8/7/02 - 8/7/06

Policy Term: Four Years

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (the "Company") will pay on behalf of Nancy P. Coxwell of 225 Tradewinds Circle, Alabaster, AL 35007 (the "Insured"), all sums which the Insured shall become obligated to pay by reason of liability for breach of duty while acting as a duly commissioned and sworn Notary Public, claim for which is made against the Insured by reason of negligent act, error or omission, committed or alleged to have been committed by the Insured, arising out of the performance of notarial service for others in the Insured's capacity as a duly commissioned and sworn Notary Public.

POLICY PERIOD: This policy applies only to negligent acts, errors or omissions which occur during the Policy Period and then only if claim, suit or other action arising therefrom is commenced within the applicable Statute of Limitations pertaining to the Insured. The Policy Period commences on the Effective Date hereof and terminates upon the expiration of the Insured's commission as Notary Public unless canceled earlier as provided in this policy. This policy is not valid for more than one commission term.

LIMIT OF LIABILITY: The liability of the Company shall not exceed in the aggregate for all claims under this insurance the amount of Ten Thousand and no/100 -----(\$10,000.00) DOLLARS.

In addition to the limit of liability and in accordance with the other provisions of this policy, the Company will pay costs and expenses paid and incurred in investigating, contesting or settling liability in an amount not to exceed, in the aggregate, one-half of the limit of this policy.

INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT:

- (a) Upon knowledge of any occurrence which may reasonably be expected to result in a claim or suit, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the potential claimant and of available witnesses, shall be given by or for the Insured to the Company of any of its authorized agents as soon as practicable, but in no event longer than forty-five (45) days after discovery.
- (b) If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.
- (c) The Insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense except with the prior written consent of the Company.

EXCLUSIONS: Coverage under this policy does not apply to any dishonest, fraudulent, criminal or malicious act or omission of the Insured.

OTHER INSURANCE: If the Insured has other insurance against a loss covered by this policy, the Company shall not be liable under this policy for a greater proportion of such loss, cost and expenses than the limit of liability stated in this policy bears to the total limit of liability of all valid and collectible insurance against such loss.

CANCELLATION: The Insured may cancel this policy at any time by mailing or delivering to us advance written notice of cancellation. The company may cancel this policy by mailing or delivering to the insured written notice of cancellation at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium or 30 days before the effective date of cancellation if we cancel for any other reason. If we cancel, the premium refund will be pro rata and if the insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

Dated, signed and sealed this 7th of August, 2002.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

BY:

Arthur J. Williams
Arthur J. Williams, Attorney - In - Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **George L. Byars, Jr., Arthur J. Williams, Harry W. Roberts, II, William Haig Wright, II, Patricia D. Whitlock, George S. Byars, of Jasper, Alabama**, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.