

Western Surety Company

NOTARY PUBLIC

01/24/1994 4:55 PM
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 17.00

THE STATE OF ALABAMA,

County

KNOW ALL MEN BY THESE PRESENTS:

Bond No. N13377620

That we, Kay W. Arnold

as Principal, and WESTERN SURETY COMPANY, 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 (\$ \$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 seal, and dated this _____ day of _____,

The condition of the above obligation, That whereas the above bound Principal was duly appointed to the office of Notary Public on the 24th day of January, 1994; for the term of four years from the 24th day of January, 1994 in Precinct No. _____ in and for said County.

Now, if the said Principal shall faithfully perform and discharge all the duties of said office during his continuance therein then the above obligation to be void, otherwise to remain in full force and effect.

[Signature]
Countersigned by Alabama Resident Agent
The Allen Agency, Inc.
Name of Agent or Agency
P.O. Box 15, Montevallo, Alabama 35115-0015
Street City State

Kay W. Arnold (L.S.)
Principal

[Signature] (L.S.)
Principal
WESTERN SURETY COMPANY
By [Signature] (L.S.)
President

Taken and approved this 24th day of January, 1994
Thomas H. Mendenhall, Jr.
Judge of Probate

THE STATE OF ALABAMA,

Shelby County

OATH OF OFFICE

I, Kay W. Arnold do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Alabama, so long as I continue a citizen thereof; and that I will faithfully and honestly 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 20th day of Jan., 1994

MY COMMISSION EXPIRES JANUARY 11, 1997

Kay W. Arnold
Principal

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

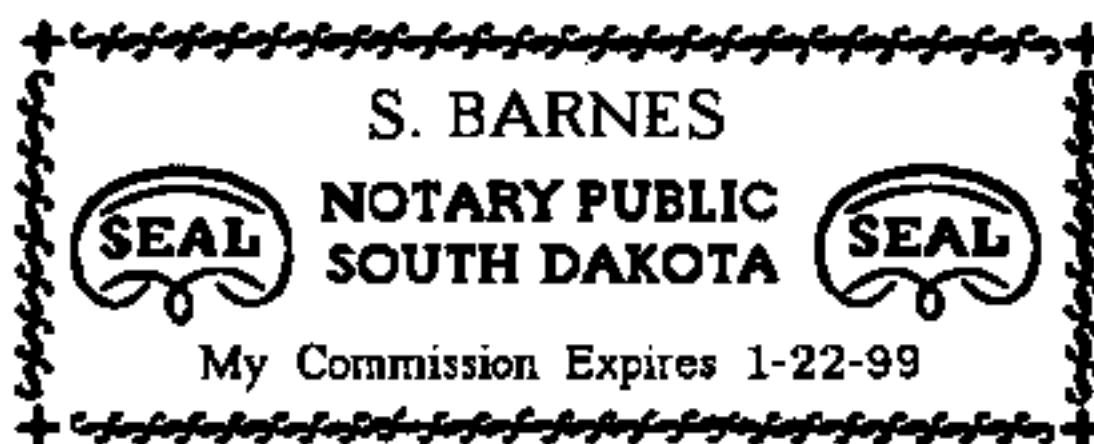
On this _____ day of _____, _____, before me, a Notary Public in and

for said County, personally appeared Joe P. Kirby personally known to me, who being by me duly sworn, did say that he is the aforesaid officer of WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed on behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

S. Barnes

Notary Public





Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming and the United States of America, does hereby make, constitute and appoint

Joe P. Kirby of Sioux Falls

State of South Dakota, its regularly elected President,
as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds; indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the By-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its

President with the corporate seal affixed this _____ day of _____, 19____

ATTEST

WESTERN SURETY COMPANY

L. Nelson
Assistant Secretary

By

Joe P. Kirby
Joe P. Kirby, President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss.

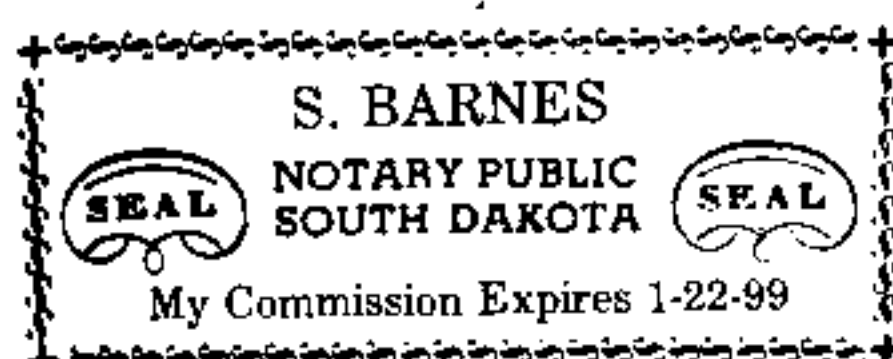
On this _____ day of _____, 19____ before me, a Notary Public, personally appeared

Joe P. Kirby

and

L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said Instrument to be the voluntary act and deed of said Corporation.



S. Barnes

Notary Public

Alabama



Western Surety Company

NOTARY PUBLIC ERRORS AND OMISSIONS POLICY

Policy No. N13377620-0

Premium 50.00

Inst # 1994-02526

01/24/1994-02526
01:46 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DD4 MCD 17.00

WESTERN SURETY COMPANY (hereinafter called the Company) will pay on behalf of _____

Kay W. Arnold

of Rte. 3, Box 79 Calera, AL 35040

(Address)

(hereinafter called 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 any 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 during the policy period or within the applicable Statute of Limitations pertaining to the Insured.

The Policy Period ends January 23, 1998.

LIMITS 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.
(NOT VALID IF FILLED IN FOR MORE THAN \$25,000.00)

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 one-half of the limit of this policy.

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

COINSURANCE: 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, costs 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: This policy may be cancelled by the Company by mailing thirty (30) days' written notice to the Insured and may be cancelled by the Insured by surrender thereof to the Company or any of its agents or by mailing to the Company thirty (30) days' written notice and this policy shall be deemed cancelled and the policy period terminated upon such return or at the expiration of said thirty (30) days. A pro rata return premium shall be allowed on cancellation.

Dated, signed and sealed this 09 day of October, 1993.

Countersigned:

By _____

Resident Agent

Address claims to:
WESTERN SURETY COMPANY
P. O. Box 5077
Sioux Falls, SD 57117-5077

Form 1368-E-4-91

WESTERN SURETY COMPANY

By _____

President

THIS POLICY NOT VALID IF PREMIUM NOT PAID
WITHIN 30 DAYS OF EFFECTIVE DATE HEREOF.