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Shelby Cnty Judge of Probate, AL  
09/20/2005 03:59:02PM FILED/CERT

## NOTARY PUBLIC, STATE - AT - LARGE

6375283

THE STATE OF ALABAMA

Shelby

County

Know All Men By These Presents

THAT WE BARRY ALAN GRAVES

Pelham, ALABAMA

AS PRINCIPAL and AMERICAN STATES INSURANCE COMPANY, AS SURETY are held and firmly bound unto the State of Alabama in the sum of TEN THOUSAND AND NO/100 (\$10,000) Dollars, 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.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bound PRINCIPAL was, on the 17th day of August, A.D., 2005 appointed Notary Public, State-at-large.

NOW, IF THE SAID PRINCIPAL shall faithfully perform and discharge all the duties of said office during the time he/she continues therein then the above obligation to be void, otherwise to remain in full force and effect for term four (4) years from notary commission.

Sealed with our seals and dated this 13th day of September, A.D., 2005

Barry Alan Graves  
BARRY ALAN GRAVES

Principal

AMERICAN STATES INSURANCE COMPANY

BY

Rachel Ann Clinkscale  
RACHEL ANN CLINKSCALE - Attorney-in-Fact

Approved and ordered of Record this 20th day of September, 2005

Judge of Probate Court

Patricia Yeager Arhminster

County

Shelby

### OATH OF OFFICE

THE STATE OF ALABAMA

County

Probate Court



I, BARRY ALAN GRAVES, do solemnly swear that I will support the Constitution of 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 20th day of September, 05

Carey Ann

Notary Public

Barry Alan Graves

Principal

Filed in the office of the judge of Probate Court, this 20th day of September, 2005

Judge of Probate Court

Shelby

County

Recorded in Official Bond Record

, Page

SB819  
(1-95)

S-4672/AS 4/02

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## AMERICAN STATES INSURANCE COMPANY

### NOTARY PUBLIC ERRORS AND OMISSIONS POLICY

POLICY NO. E & O 6375283

AMERICAN STATES INSURANCE COMPANY will pay on behalf of BARRY ALAN GRAVES  
of 115 Cedar Cove Drive Pelham, AL 35124

(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, and is not barred by the applicable Statute of Limitations pertaining to the insured. The Policy Period commences on the effective date of the insured's commission as a Notary Public and terminates upon the expiration of the Insured's commission as a Notary Public unless cancelled earlier as provided in this policy. This policy is not valid for more than one commission term.

**LIMITS OF LIABILITY:** The liability of this company shall not exceed in the aggregate for all claims under this insurance the amount of Ten Thousand Dollars And Zero Cents (\$ 10,000 ).

In addition to the limit of liability and in accordance with the other provisions of this policy, this 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 or 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.

**CO-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:** 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 13th day of September, 2005

Address Claims to:  
AMERICAN STATES INSURANCE COMPANY  
PO Box 34526  
Seattle, WA 98124-1526



AMERICAN STATES INSURANCE COMPANY

By

President, Surety

Mike Peters





POWER  
OF ATTORNEY

Safeco Insurance Companies  
PO Box 34526  
Seattle, WA 98124-1526

KNOW ALL BY THESE PRESENTS:

That **AMERICAN STATES INSURANCE COMPANY**, an Indiana corporation, does hereby appoint

\*\*\*\*\* RACHEL ANN CLINKSCALE \*\*\*\*\*

Its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company the following surety bond:

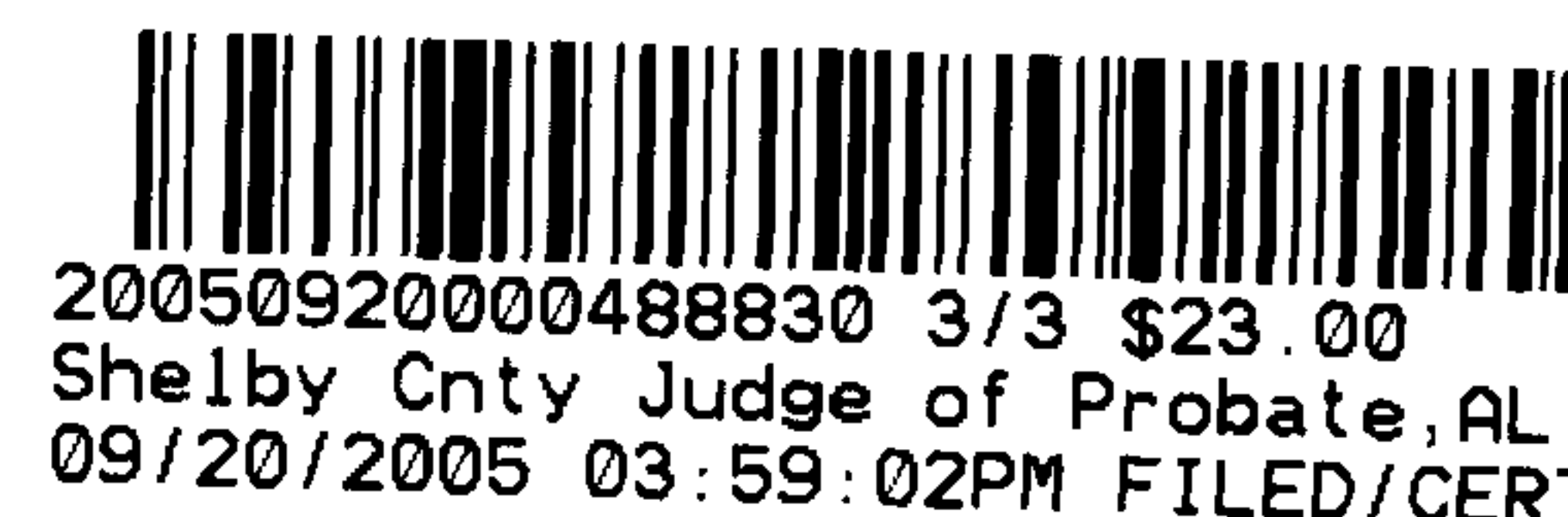
Surety Bond Number: **6375283**

Principal: BARRY ALAN GRAVES

Obligee: Office of Secretary of State

Bond Amount: Ten Thousand Dollars And Zero Cents

DOLLARS (\$ 10,000 )



, and to bind **AMERICAN STATES INSURANCE COMPANY** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, **AMERICAN STATES INSURANCE COMPANY** has executed and attested these presents

this 13th day of September, 2005

STEPHANIE DALEY-WATSON, SECRETARY

MIKE PETERS, PRESIDENT, SURETY

CERTIFICATE

Extract from the By-Laws of **AMERICAN STATES INSURANCE COMPANY**:

"Article 8. Section 8.1.1. - FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the corporation fidelity and surety bonds and other documents of similar character issued by the corporation in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the corporation, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

I, Stephanie Daley-Watson, Secretary of **AMERICAN STATES INSURANCE COMPANY**, do hereby certify that the foregoing extracts of the By-Laws of this corporation, and of a Power of Attorney Issued pursuant thereto, are true and correct and that both the By-Laws and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 13th day of September, 2005



STEPHANIE DALEY-WATSON, SECRETARY