

# NOTARY PUBLIC, STATE - AT - LARGE

THE STATE OF ALABAMA

32S468632

SHELBY

County

Know All Men By These Presents

THAT WE CYNTHIA D HORVAT  
ALABASTER, AL

AS PRINCIPAL and The Ohio Casualty Insurance Company, AS SURETY are held and firmly bound unto the State of Alabama in the sum of Twenty-five Thousand Dollars And Zero Cent (\$25,000.00) 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 10<sup>th</sup> day of June, A.D., 2015 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 1st day of May, A.D., 2015

CYNTHIA D HORVAT



Cynthia D Horvat  
CYNTHIA D HORVAT Principal

The Ohio Casualty Insurance Company

BY

[Signature]

Lee Allison, Attorney-in-Fact

Approved and ordered of Record this 10<sup>th</sup> day of June, 2015

Judge of Probate Court [Signature] County Shelby

OATH OF OFFICE

THE STATE OF ALABAMA

Shelby County Probate Court

I, CYNTHIA D HORVAT, 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 18<sup>th</sup> day of May, 2015

Jacquelyn Kristi Anderson  
Notary Public

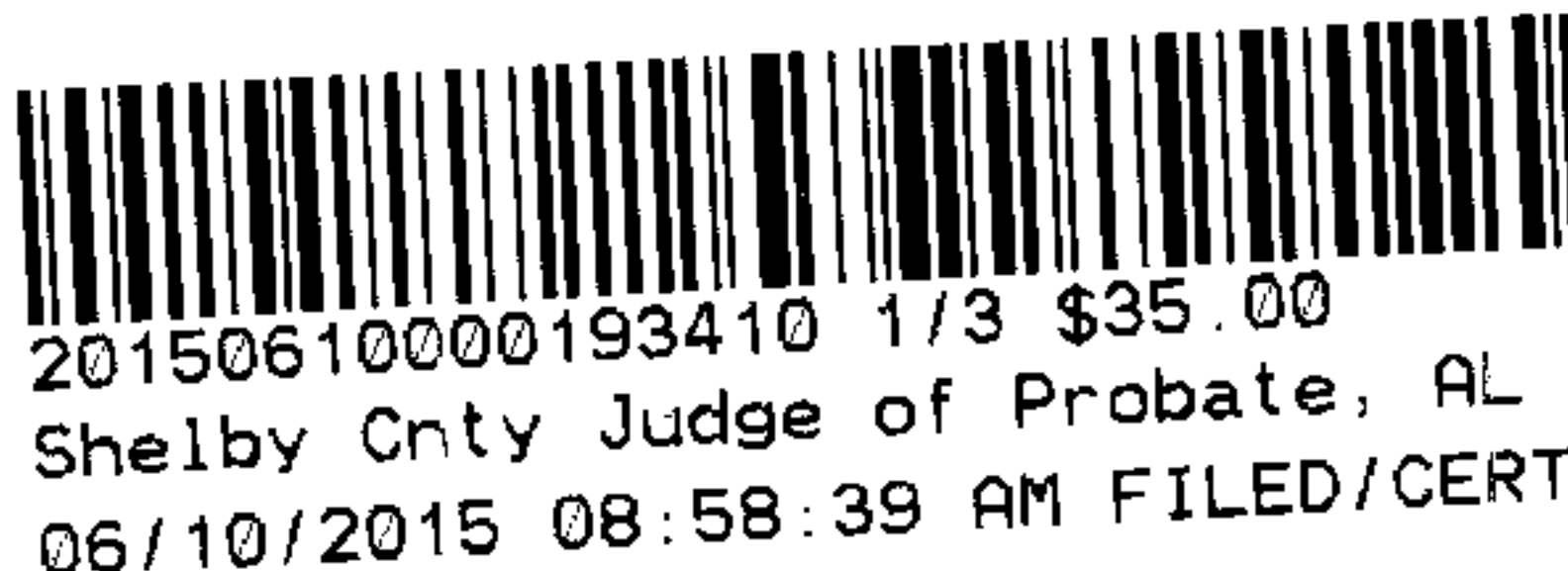
Cynthia D Horvat  
Principal

Filed in the office of the judge of Probate Court, this 10<sup>th</sup> day of June, 2015

Judge of Probate Court Shelby County

Recorded in Official Bond Record

SB819  
(1-95)





# The Ohio Casualty Insurance Company

## NOTARY PUBLIC ERRORS AND OMISSIONS POLICY

POLICY NO. E & O **32S468632**

The Ohio Casualty Insurance Company will pay on behalf of CYNTHIA D HORVAT  
of 669 TREYMOOR LAKE CIR ALABASTER, AL 35007

(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 Twenty-five Thousand Dollars And Zero Cent  
(\$25,000.00). 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 canceled by the Company by mailing thirty (30) days written notice to the Insured and may be canceled 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 canceled 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 1st day of May, 2015.

The Ohio Casualty Insurance Company

Address Claims to:  
Liberty Mutual Surety  
1001 4th Avenue, Suite 1700  
Seattle, WA 98154



By Timothy A. Mikolajewski  
Timothy A. Mikolajewski, Assistant Secretary



20150610000193410 2/3 \$35.00  
Shelby Cnty Judge of Probate, AL  
06/10/2015 08:58:39 AM FILED/CERT



The Ohio Casualty Insurance Company  
**POWER OF ATTORNEY**

Surety Bond Number: **32S468632** Principal: CYNTHIA D HORVAT

Bond Amount: (\$25,000.00) Twenty-five Thousand Dollars And Zero Cent

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, \*\*\*\*\* LEAH ATKINS \*\*\*\*\*

all in the city of WILLIAMSVILLE, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 18th day of November, 2013.



The Ohio Casualty Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 18th day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Company, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 1st day of May, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

20150610000193410 3/3 \$35.00  
Shelby Cnty Judge of Probate, AL  
06/10/2015 08:58:39 AM FILED/CERT

To confirm the validity of this Power of Attorney call 888-844-2663 between 8:00 am and 7:30 pm EST on any business day.