


## NOTARY BOND

THE STATE OF ALABAMA,

Shelby County


20170502000150650 1/2 \$36.00  
Shelby Cnty Judge of Probate, AL  
05/02/2017 08:42:42 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

That we KENNETH ROBERT SMITH as Principal, and the Auto-Owners Insurance 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 Twenty Five Thousand Dollars (\$25,000), 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 18TH day of APRIL, 2017.

The condition of the above obligation, That whereas the above bound KENNETH ROBERT SMITH was duly appointed to the office of Notary Public for the state of Alabama at large on the 2nd day of May, 2017; for the term of four years from the date of notary commission, in and for said County.

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

 (L.S.)  
Principal

\_\_\_\_\_  
Principal (L.S.)

Countersigned:

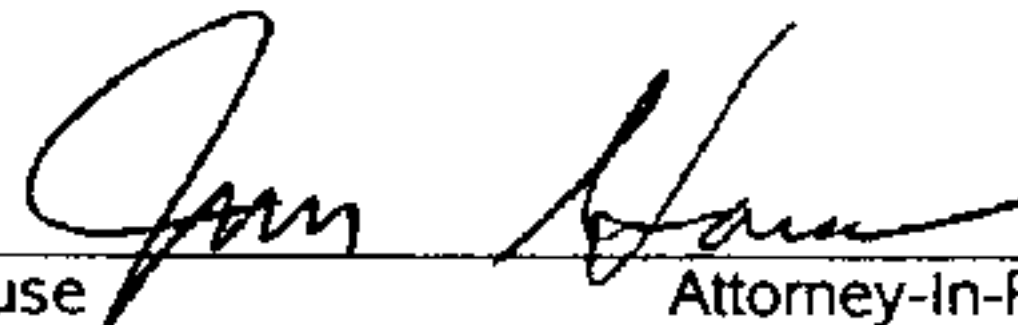
By Rachel C. Sill-Trepton  
Alabama Resident Agent

Auto-Owners Insurance Company



3800 Gatsby Lane  
Montgomery, AL 36106  
Address

By

 Attorney-In-Fact  
Jim House

Taken and approved this 28 day of April, 2017

  
Approving Officer

THE STATE OF ALABAMA,

Jefferson County Kenneth Robert Smith OATH OF OFFICE

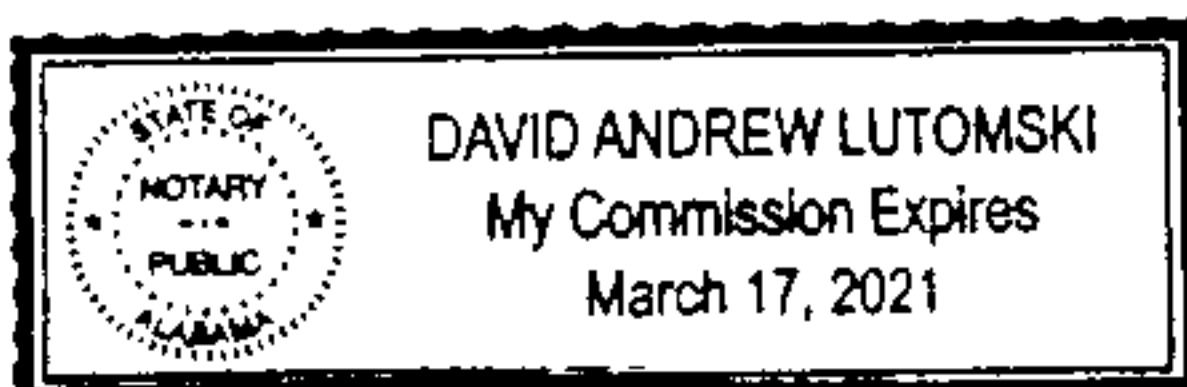
I, David Andrew Lutomski solemnly swear that I will support the Constitution of the United States and the Constitution of the state of Alabama, so long as I continue a citizen thereof; and that I will faithfully and honestly discharge the duties of the office upon which I am about to enter, to the best of my ability. So help me God.

Subscribed and sworn to before me this 28th, April, 2017  
day of \_\_\_\_\_

David Lutomski  
Notary Public



 Principal





**NOTARY PUBLIC  
ERRORS AND OMISSIONS LIABILITY  
INSURANCE INDIVIDUAL POLICY**

**DECLARATIONS**



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Agency Name: **THOMPSON INSURANCE INC**

Agency Code: **17-0806-00**

Policy Number **66247195**

**Policy Term:**

From 12:01 A.M. **04/18/2017**

To 12:01 A.M. **04/18/2021**

**Limit of Liability**

☐ \$7,500

☒ \$10,000

Insured **KENNETH ROBERT SMITH**

Street **705 NARROWS POINT CIR**

City & State **BIRMINGHAM, AL**

Date of Issue **04/18/2017**

Countersigned by

*Rachel C. Sill-Geunton*  
Authorized Agent

**INSURING AGREEMENT** Auto-Owners Insurance Company (the "Company") will pay all sums the Insured becomes legally obligated to pay because of breach of duty while acting as a duly commissioned and sworn notary public. Claim or suit must be made against the Insured because of a negligent act, error or omission committed or alleged to have been committed by the Insured in the performance of notarial services for others as a duly commissioned and sworn notary public. The error or omission must occur during the policy term and the claim or suit made within four years after the end of the policy period and within the state in which this policy is issued. The Company will defend any claim or suit for damages covered by this policy. The Company will do this at its own expense, using attorneys of its choice. This agreement to defend claims or suits ends when the Company has paid the limit of its liability.

**ADDITIONAL INSURED** An employer of the Insured is an Insured under this policy, but only with respect to notary services rendered or which should have been rendered on behalf of such employer by the Insured. Coverage does not apply to any negligent act, error or omission brought about by, caused by or contributed to by the employer or any of the employer's partners or employees other than the Insured. This provision shall not increase the Company's Limit of Liability shown in the Declarations.

**PERSONS INSURED** The word "Insured" means the individual named in the Declarations.

**EXCLUSIONS** This policy does not apply to:

Any dishonest, fraudulent, criminal or malicious act committed by an Insured or any of an Insured's employer, partners or employees.

**LIMIT OF LIABILITY** The Company will pay damages for any one occurrence up to the Limit of Liability stated in the Declarations.

In addition to the Limit of Liability stated in the Declarations, the Company will pay:

A. Costs and expenses the Company incurs in investigating, contesting or settling any claim or suit not to exceed one-half of the Limit of Liability shown in the Declarations.

B. All interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay, or deposited in court the part of the judgment that is within the Limit of Liability stated in the Declarations.

**THE INSURED'S CONSENT TO SETTLEMENT** The Company will not settle any claim without the Insured's consent. If the Insured refuses to consent to any settlement recommended by the Company, and contests or continues legal proceedings, then the Company's payment for the claim will not exceed the amount of settlement recommended by the Company plus the Insured's costs and expenses incurred with the Company's consent up to the date of the Insured's refusal.