

Illinois



Western Surety Company

NOTARY PUBLIC ERRORS AND OMISSIONS POLICY

Policy No. 65117294N00

Premium: \$0.00

WESTERN SURETY COMPANY (the "Company") will pay on behalf of

DAVID HAMMOCK

of 4747 E. TULIP AVE, MONEE, IL 60449

(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 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 a Notary Public. This Policy is not valid for more than one commission term.

LIMIT OF LIABILITY INCLUDING DEFENSE COSTS: The total liability of the Company for all loss (defined below) for claims under this insurance including defense costs (defined below) shall not exceed the amount of Five Thousand and 00/100 DOLLARS (\$5,000.00).

This limit shall apply in the aggregate so that the Company's total liability for all claims and/or defense costs shall in no event exceed this amount.

DEFENSE SETTLEMENT: With respect to such insurance as is afforded by this policy, the Company shall, provided the policy limit has not been exhausted, defend, in the Insured's name and behalf, any claim or suit against the Insured alleging such negligent act, error or omission and seeking damages on account thereof, even if such claim or suit is groundless, false, or fraudulent. The Company, in the Insured's name and behalf, shall have the right to make such investigation, negotiation and settlement of any claim or suit as it may deem expedient.

DEFINITIONS:

Wherever used in this policy, these words shall have the following meanings:

- (a) "Defense costs" shall mean any and all: (1) expenses, including attorneys' or investigators' fees, not including salaries of Company employees, officers or staff attorneys, paid or incurred by the Company in the investigation, settlement or defense of claims or suits; (2) costs taxed against the Insured in a suit defended by the Company; (3) premiums for bonds required in a suit defended by the Company, which bonds the Company shall have no obligation to furnish, but only for bonds up to the Company's limit of liability; (4) interest on a judgment as required by law until the Company offers the amount due under this insurance; and (5) reasonable expenses incurred by the Insured at the Company's request, other than loss of earnings.
- (b) Subject to all of the Exclusions of this policy (stated below), "loss" shall mean the total of:
 - 1) sums the Insured legally must pay as direct compensatory damages because of claims covered by this insurance;
 - 2) sums the Company agrees to pay in settlement of such claims, whether or not the Insured's legal liability has been determined; and
 - 3) "defense costs" as defined above.

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 Insured by surrender hereof to the Company or any of its agents, or by providing advance notice of cancellation and this Policy shall be deemed cancelled, and the Policy Period terminated upon such return or at the expiration of the advance notice period.

EFFECTIVE DATE: June 22nd, 2020

This Policy is subject to cancellation by the Company as follows:

- (a) Cancellation of policies in force sixty (60) days or less.

Insurance under this Policy which has been in force for sixty (60) days or less may be cancelled by the Company by mailing notice of cancellation to the Insured at least thirty (30) days prior to the effective date of the cancellation, which notice shall include a specific explanation of the reason or reasons for cancellation.

- (b) Cancellation for nonpayment of premium.

Insurance under this Policy may be cancelled by the Company if the Insured fails to discharge when due any of his obligations in connection with the payment of premium or any installment of such premium that is payable directly to the Company or to its agent, by mailing at least ten (10) days' notice of cancellation, which notice shall include a specific explanation of the reason or reasons for cancellation.

- (c) Notice of intention not to renew.

Other than for nonpayment of premium as provided for in paragraph (b) above, the Company shall not fail to renew this Policy of insurance unless it shall send by mail to the Insured, at the last mailing address known by the Company, and to the agent of record, at least sixty (60) days' advance notice of its intention not to renew and in the notice, the Company shall provide a specific explanation of the reason or reasons for nonrenewal.

- (d) Cancellation of policies in force more than sixty (60) days.

Insurance under this Policy which has been in force for more than sixty (60) days may be cancelled by the Company by mailing to the Insured written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective and all such notices shall include a specific explanation of the reason or reasons for cancellation; provided however, that where cancellation is for nonpayment of premium, at least ten (10) days' notice of cancellation shall be given.

After this Policy has been in effect for sixty (60) days, it may be cancelled only for one of the following reasons:

- 1) Nonpayment of premium;
- 2) The Policy was obtained through a material misrepresentation;
- 3) Any Insured violated any of the terms and conditions of the Policy;
- 4) The risk originally accepted has measurably increased;
- 5) Certification to the Director of the loss of reinsurance which provided coverage to the Company for all or a substantial part of the underlying risk; or,
- 6) A determination by the Director that the continuation of the Policy could place the Company in violation of the insurance laws of Illinois.

If the Insured cancels, the premium shall be fully earned. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected, or as soon as practicable after cancellation becomes effective, but payment of unearned premium is not a condition of cancellation.

PUNITIVE DAMAGES: Damages payable under this Policy do not include those damages which are punitive in nature. However, defense will be provided under the terms of this Policy in those situations where suit is brought seeking both compensatory and punitive or exemplary damages.

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.

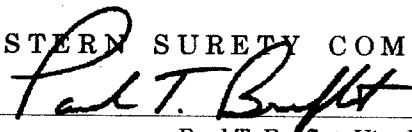
INSOLVENCY OR BANKRUPTCY OF THE INSURED: The insolvency or bankruptcy of the Insured shall not release the Company from the payment of covered claims and if a certified copy of a judgment against the Insured is returned unsatisfied in any action brought by the injured party because of such insolvency or bankruptcy, then an action may be maintained by the injured party against the Company under the terms and conditions of this Policy for the amount of the judgment in such action, not exceeding the amount of this Policy.

CONFORMITY WITH STATUTES: Terms of this Policy which are in conflict with the statutes of the jurisdiction in which the Policy is issued are hereby amended to conform to such statutes and any terms required by such statutes but omitted herefrom are hereby incorporated herein.

Address claims to:
CNA Surety, Surety Claims
151 North Franklin, 17th Floor
Chicago, IL 60606
1-877-672-6115
Claim fax: 312-755-7276

WESTERN SURETY COMPANY

By



Paul T. Bruffat, Vice President

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, Hawaii, 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

Paul T. Bruflat of Sioux Falls
State of South Dakota, its regularly elected Vice 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, the following bond:

One Notary Public

bond with bond number 65117294N

for DAVID HAMMOCK

as Principal in the penalty amount not to exceed: \$ 5,000.00

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
Vice President with the corporate seal affixed this 22nd day of June,
2020.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

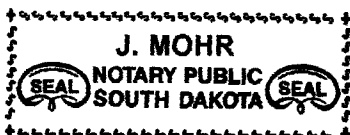
Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 22nd day of June, 2020, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice 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.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

