

The St Paul

96065408

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

96 OCT -1 PM 1:05

St. Paul Fire and Marine Insurance Company
Minnesota
A Capital Stock Company

MADE BY THE OBLIGEE AND
PUBLIC OFFICIAL BOND RECORDER

Bond No. 400 JS 5338

KNOW ALL MEN BY THESE PRESENTS, That KEVIN TOIH
425 Spivak
of SCHERERVILLE State of INDIANA (hereinafter called the Principal)
and the ST. PAUL FIRE AND MARINE INSURANCE COMPANY (hereinafter called the Surety) a corporation organized
under the laws of the State of Minnesota, with its principal office in the City of St. Paul, and the State of
Minnesota are held and firmly bound unto STATE OF INDIANA
(hereinafter called the Obligee) in the sum of FOURTEEN THOUSAND

~~TWO HUNDRED SEVENTY FIVE NO/100~~ ~~Dollars, (\$ 14,275.00)~~ for the payment whereof to the Obligee the
Obligor binds itself, its successors and assigns

Document is
NOT OFFICIAL!

The St Paul

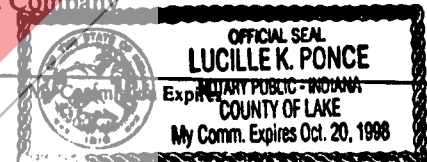
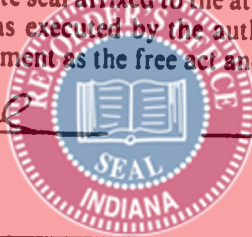
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ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT
the Lake County Recorder.

STATE OF INDIANA
COUNTY OF LAKE } ss.

On this 17th day of July 19 96, before me, a Notary Public, within and for said

County and State, personally appeared JOHN SPASOFF to me
personally known, and known to me to be the Attorney-in-Fact of and for the ST. PAUL FIRE AND MARINE INSURANCE
COMPANY, Saint Paul, Minnesota, a corporation, created, organized and existing under and by virtue of the laws of the State
of Minnesota, upon oath did say that the corporate seal affixed to the attached instrument is the seal of the said Company; that
the seal was affixed and the said instrument was executed by the authority of its Board of Directors; and he/she did also
acknowledge that he/she executed the said instrument as the free act and deed of said Company.

Lucille K. Ponce
Notary Public
11072 Rev. 4-85 Printed in U.S.A.



First: That the Surety may, if it shall so elect, cancel this Bond by giving thirty (30) days notice in writing to _____

and this Bond shall be deemed canceled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to all the terms, conditions and provisions of this Bond, for any act or acts covered by this Bond which may have been committed by the Principal up to the date of such cancellation; and the Surety shall, upon surrender of this Bond and its release from all liability hereunder, refund the premium paid, less a pro rata part thereof for the time this Bond shall have been in force.

Second: that the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited by or placed to the credit, or under control of the Principal, whether or not such banks or depositories were or may be selected or designated by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal of any interest on said public moneys or funds, any law, decision, ordinance or statute to the contrary notwithstanding.

Third: That the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses, levies, assessments, etc., with the collection of which he may be chargeable by reason of his election or appointment as aforesaid.

Witness: _____
(as to the Principal)

Kevin Toih Principal
John Spasoff Attorney-in-Fact

ST. PAUL FIRE AND MARINE INSURANCE COMPANY
10945 Rev. 2-95 Printed in U.S.A.

By _____
JOHN SPASOFF

The St Paul

96065408

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

96 OCT -1 PM 1:45

St. Paul Fire and Marine Insurance Company
A Capital Stock Company

MARSHALLEE CLEVELAND
PUBLIC OFFICIAL BOND RECORDER

Bond No. 400 JS 5338

KNOW ALL MEN BY THESE PRESENTS, That KEVIN TOIH
of 425 Spivak
SCHERERVILLE State of INDIANA (hereinafter called the Principal)
and the **ST. PAUL FIRE AND MARINE INSURANCE COMPANY** (hereinafter called the Surety) a corporation organized
under the laws of the State of Minnesota, with its principal office in the City of St. Paul, and the State of
Minnesota are held and firmly bound unto STATE OF INDIANA

(hereinafter called the Obligee) in the sum of FOURTEEN THOUSAND
~~TWO HUNDRED SEVENTY FIVE NO/100 ** Dollars; (\$ 14,275.00 *****)~~ for the payment whereof to the Obligee the
Principal binds himself, his heirs, executors, administrators and assigns, and the Surety binds itself, its successors and assigns,
jointly and severally, firmly by these presents.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

Signed, sealed, and dated this 17th day of JULY, 19 96.

HEREAS the above-named Principal has been duly appointed or elected to the office of

FIRE PENSION SECRETARY

AND, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that if the Principal shall
during the period beginning on the 17th day of JULY, 19 96, and ending on the
17th day of JULY, 19 97, faithfully perform such duties as may be imposed
on him by law and shall honestly account for all money that may come into his hands in his official capacity during such
period, then this obligation shall be void; otherwise it shall remain in force.

This Bond is executed by the Surety upon the following express conditions, which shall be conditions precedent to the right of recovery hereunder:

First: That the Surety may, if it shall so elect, cancel this Bond by giving thirty (30) days notice in writing to _____

and this Bond shall be deemed canceled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to all the terms, conditions and
provisions of this Bond, for any act or acts covered by this Bond which may have been committed by the Principal up to the date of such cancellation; and the
Surety shall, upon surrender of this Bond and its release from all liability hereunder, refund the premium paid, less a pro rata part thereof for the time this Bond
shall have been in force.

Second: that the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from failure of, or default in
payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited by or placed to the credit, or under
control of the Principal, whether or not such banks or depositories were or may be selected or designated by the Principal or by other persons; or by reason of
the allowance to, or acceptance by the Principal of any interest on said public moneys or funds, any law, decision, ordinance or statute to the contrary
notwithstanding.

Third: That the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses, levies, assessments,
etc., with the collection of which he may be chargeable by reason of his election or appointment as aforesaid.

Witness: _____
(as to the Principal)

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

10945 Rev. 2-95 Printed in U.S.A.

By _____

KEVIN TOIH

Principal

JOHN SPASOFF

Attorney-in-Fact

CERTIFIED
COPY NO.

For verification of the authenticity of this Power of Attorney, you may telephone toll free 1-800-421-3880 and ask for the Power of Attorney Clerk. Please refer to the Certificate of Authority No. and the named individual(s).

F-14233

GENERAL POWER OF ATTORNEY - CERTIFIED COPY
(Original on File at Home Office of Company. See Certification.)

1919664

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint:

John Spasoff, W. C. Bassett, individually, Highland, Indiana

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise,

NOT TO EXCEED IN PENALTY THE SUM OF ONE MILLION DOLLARS (\$1,000,000) EACH

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, Section 6(C), of the By-Laws adopted by the Shareholders of ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 28th day of April, 1978, of which the following is a true transcript of said Section 6 (C):

- "The President or any Vice President, Assistant Vice President, Secretary or Service Center General Manager shall have power and authority
- (1) To appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
 - (2) To appoint special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
 - (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 5th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 30th day of November, A.D. 1990.

ST. PAUL FIRE AND MARINE INSURANCE COMPANY



STATE OF NEW JERSEY } ss.
County of Somerset



KENNETH J. RYAN, Secretary

On this 24th day of May, 1996, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he/she is the therein described and authorized officer of St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the township of Bedminster, New Jersey, the day and year first above written.



LINDA SMETHERS, Notary Public, Middlesex, NJ
My Commission Expires December 16, 1996

CERTIFICATION

I, the undersigned officer of St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



IN TESTIMONY WHEREOF, I have hereunto set my hand this

17th day of July, 1996

MICHAEL W. ANDERSON, Secretary

Only a certified copy of Power of Attorney bearing the Certificate of Authority No. printed in red on the upper right corner is binding. Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company.

ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY.