N. F. Reed, Clerk U. S. Dist. Court, #2681

To Fee $1.00 ✓

L. A. ANDREW & E. W. CLARK, Receivers.

Filed for record on the 20th day of July, 1934, at 10:47 o'clock A. M.
Maggie Reese Hobbs, Recorder.
Jessie Allgeyer, Deputy.

CERTIFICATE OF APPOINTMENT

IN THE DISTRICT COURT OF THE UNITED STATES

SOUTHERN DISTRICT OF IOWA.

CENTRAL DIVISION.

H. A. GROSS, PLAINTIFF, :
VS: :
: EQUITY NO. 4519
ROYAL UNION LIFE INSURANCE COMPANY :
DEFENDANT. :

I, N. F. Reed, Clerk of the above named court hereby certify:

That after due service of process on defendant company to-wit, The Royal Union Life Insurance Company, of Des Moines, Iowa, order was entered in this cause as of the 24th day of June, 1933, appointing L. A. Andrew and E. W. Clark, as Commissioner of Insurance of the State of Iowa, co-receivers of defendant company. That the order appointing said co-receivers contained the following provisions:

"IT IS, THEREFORE, ORDERED AND DECREED:

"That co-receivers be appointed to take charge of the affairs, conditions and assets of the defendant, Royal Union Life Insurance Company."

"That L. A. Andrew of Des Moines, Iowa, and E. W. Clark, as Commissioner of Insurance of the State of Iowa, be and they are hereby, appointed co-receivers of defendant, Royal Union Life Insurance Company, with authority and direction to take charge of and manage the property, assets and business of the defendant company, with full authority to sue for, collect and receive and take into possession, the bonds, chattels, rights, credits, moneys, books, papers, and all and singular, the premises, property and assets of every description and wherever situated, of defendant company, and to do any and all acts and things which may be necessary, proper or advisable to preserve the assets, property, rights and privileges of the defendant company. That the said co-receivers shall have the usual powers of receivers in such cases according to the law and practice of this court, and that the defendant company, its officers and agents and all persons who may have possession of any of the said property or appurtenances, rights or privileges of the defendant company, shall deliver over to the said co-receivers, all and every part of the properties, interests, effects, moneys, receipts and earnings and all of the books, vouchers, papers and records of said company.-

"That E. W. Clark, as Commissioner of Insurance of the State of Iowa, shall, before entering upon his duties as co-receiver, take an oath and file a bond in this court as co-receiver, which bond shall be in the sum of $100,000. and that L. A. Andrew, before entering upon his duties as co-receiver, shall take an oath and file a bond in this court as co-receiver, which bond shall be in the sum of $100,000. That the sureties of both bonds shall be approved by the clerk of this court and the bond to be conditioned that the co-receivers shall well and truly perform the duties of their office whereupon letters of receivership shall issue to them."

That on the 27th day of June, 1933, L. A. Andrew filed his bond in the amount of $100,000.

and duly qualified as receiver and E. W. Clark filed his bond in the amount of $100,000 and duly qualified as receiver of the defendant company. That said receivers have at all times since the date of their appointment and qualification acted as receivers of defendant company and are still acting as such receivers.

That on November 29, 1933 a decree was entered in said cause approving a contract of reinsurance between the said receivers and The Lincoln National Life Insurance Company and providing that upon the execution of said contract the title of the defendant company to all of its assets should thereupon absolutely vest in The Lincoln National Life Insurance Company, which order contained the following provisions:

"That the contract of reinsurance proposed to be executed by The Lincoln National Life Insurance Company as insurer, a copy of which is attached hereto and made a part hereof and marked Exhibit A, be, and the same is hereby approved, and the receivers herein, for the purpose of acquiring and purchasing reinsurance for the benefit of the policyholders of defendant company, are hereby authorized and directed to execute and deliver said contract, and to carry out and perform each of the terms, covenants and provisions thereof on their part to be kept and performed, and upon the execution and delivery of the said contract, the title of the defendant company to all of its assets shall thereupon absolutely vest in The Lincoln National Life Insurance Company free and clear from any and all claims whatsoever of the defendant company thereto, or any persons claiming by, through or under said company, and the said Royal Union Life Insurance Company, and all persons claiming by, through or under it, including its stockholders, their successors and assigns, are hereby forever restrained from interfering in any way with the title and possession of The Lincoln National Life Insurance Company in and to said assets, and from asserting any right, title, lien or interest therein, and from the transaction of business of any kind, nature or description whatsoever except for the dissolution of said company as provided for in the statutes of the State of Iowa. The receivers are hereby authorized and directed to execute and deliver such endorsements, assignments, transfers, conveyances and other instruments as may be desirable, proper or necessary to perfect the record title to said assets in The Lincoln National Life Insurance Company."

That said contract was duly executed by said receivers and The Lincoln National Life Insurance Company and was delivered to said company on December 1, 1933 and a duplicate original thereof was filed in this office on said date.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of this court on the 24th day of July, 1934.

(SEAL OF UNITED STATES DISTRICT COURT) COMPARED

N. F. Reed
Clerk of United States District Court.