

APPLICATION / AFFIDAVIT

- LICENSEE LOST RECEIPT (Sec. A for Negotiable) CHECK ONE: a. Issue Duplicate
PRODUCER LOST RECEIPT (Sec. A, B & C for Negotiable) b. Buy/sell commodity
CFSA LOST RECEIPT (Sec. A) c. Haul out commodity

Table with columns: RECEIPT NUMBER, ISSUE DATE, REG. DATE, NAME & ADDRESS TO WHOM ISSUED, COMMODITY AND GRADE, NET BU. OR CWT, \$ VALUE THIS DATE

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SECTION "A"

STATE OF \_\_\_\_\_ )
COUNTY OF \_\_\_\_\_ )

ss.

THE UNDERSIGNED BEING FIRST DULY SWORN SAYS:

- 1. To the best of my knowledge, the above identified warehouse receipt has been lost or destroyed and cannot be submitted to the Nebraska Public Service Commission for cancellation.
2. If settlement has been made, I have attached copies of warehouse records as evidence of payment...
3. I am duly authorized to sign this statement.

Licensee and Location & Lic. No. Lic. Representative's Signature & Title
Signed and sworn to before me this \_\_\_ day of \_\_\_, 19\_\_.

NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

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SECTION "B"

I hereby agree to indemnify and hold harmless any good faith holder in due course of the described receipt, and the State of Nebraska, and the Nebraska Public Service Commission, its members, agents and employees on account of any loss or damage should the receipt described above be presented by any person lawfully entitled to the described grain.

I have been paid I have NOT been paid I hauled out the commodity

Producer/Owner/Agent Signature

Date

(NPSC USE ONLY)

\*\*\* NEBRASKA PUBLIC SERVICE COMMISSION \*\*\*

I acknowledge that I have verified settlement for the grain on the warehouse receipt indicated above.

Date

NPSC Examiner Signature

Check No. & Date

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SECTION "C"

\*\* INDEMNITY BOND \*\*

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as principal  
(Producer/Owner Name)  
and \_\_\_\_\_, as surety, are held and firmly bound unto:  
(Personal/Corporate Surety Name)

\_\_\_\_\_  
(Licensee Name and Location) GW-  
(License NO.)  
as licensee, and any holder of the negotiable grain warehouse receipts hereinafter described,  
or any person lawfully entitled to the grain represented thereby, in the sum of: \$ \_\_\_\_\_,  
for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has represented to the licensee that the principal is the owner of  
negotiable grain warehouse receipt(s) issued by the licensee pursuant to the laws of Nebraska  
and in conformity with the rules and regulations of the Nebraska Public Service Commission  
thereunder, to-wit:

<u>RECEIPT</u> <u>NUMBER</u>	<u>ISSUE</u> <u>DATE</u>	<u>REG.</u> <u>DATE</u>	<u>NAME &amp; ADDRESS</u> <u>TO WHOM ISSUED</u>	<u>COMMODITY</u> <u>AND GRADE</u>	<u>NET BU.</u> <u>OR CWT</u>	<u>\$ VALUE</u> <u>THIS DATE</u>
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and that such warehouse receipt(s) have been lost or destroyed so that it(they) cannot be  
found or purchased; and that the principal has not sold, pledged, hypothecated or otherwise  
transferred any interest in such receipt(s).

WHEREAS, pursuant to Section 88-537, R.R.S. 1943, as amended, and the rules and regula-  
tions adopted thereunder by the Nebraska Public Service Commission, licensee is willing to is-  
sue duplicate receipt(s) in place of the original receipt(s), deliver the grain, or pay the  
value thereof, upon being indemnified against all loss, liability, or expense which the licen-  
see or they may sustain by reason of such delivery;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the principal shall well  
and truly indemnify and keep indemnified the licensee, any holder of the negotiable grain  
warehouse receipt(s) above referred to, or any other person entitled to the grain represented  
thereby, against all loss, liability or expense which he or they may sustain by reason of the  
licensee having issued approved duplicates of the above described original warehouse re-  
ceipt(s), having delivered the grain, or having made payment of the value thereof without the  
original receipt(s) having been presented for cancellation, then this obligation shall be null  
and void, otherwise to be and remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, in the presence of

\_\_\_\_\_  
Warehouse Receipt Producer/Owner Signature

\_\_\_\_\_  
Name of Corporate Surety

\_\_\_\_\_  
Personal Surety Signature

\_\_\_\_\_  
Signature of NE Corporate Surety Agent

\*\*\*\*\*  
(NPSC USE ONLY) \*\*\* NEBRASKA PUBLIC SERVICE COMMISSION \*\*\*  
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Approved by the Nebraska Public Service Commission this \_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Director, Warehouse Department