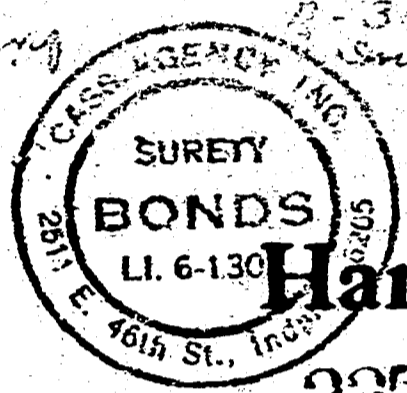


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LAKE COUNTY TITLE COMPANY  
DIVISION OF CHICAGO TITLE INSURANCE COMPANY

Stumby  
Call, Call, Boris and Theodoros  
Attorneys at Law  
504 Broadway  
Gary, Indiana 46402

**Hartford Accident and Indemnity Co.**  
HARTFORD, CONNECTICUT

22545

**Document is NOT OFFICIAL!**  
APPLICATION FOR CONTRACT OR BID BOND

AGENCY Cass Insurance Agency, Inc	Agency Code No.	Agency File No.	H. O. Bond No. 3732103
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NOTE—Copy of Contract, Specifications, Plans, Bond Form required (in case Bid Bond, Advertisement and Instructions to bidders), and Applicant's Financial Statement must accompany this Application and all questions be fully answered.

- Name of Applicant: G.M. TAYLOR & J.W. TAYLOR CONSTRUCTION CO., INC.  
(If corporation, give exact corporate title)
- Address (Street, City and State): 2240 West 10th Avenue, Gary, Indiana 46404
- If a corporation, state when incorporated. In what state incorporated.
- If a firm, name all partners; if a corporation, name principal officers.

5. Kinds and amounts of bonds required and premiums to be paid therefor:

- (a) Proposal Bond \$ \_\_\_\_\_ Premium \$ \_\_\_\_\_  
payable in advance, but if the bond is conditioned for or guarantees the performance of the contract the premium shall be that shown in (b) below.
- (b) Contract Bond \$ 617,904.00 Premium \$ 4,301.00  
Labor and Material Bond \$ \_\_\_\_\_ Premium \$ \_\_\_\_\_  
payable in advance for the term of Two (2) year(s), and an additional premium payable annually thereafter calculated at the rate of \$ 10.00/6.50 per \$1,000 on the amount of the uncompleted work at the beginning of each annual period, it being understood that an additional premium shall also be payable, at said rates, based on any increase in the contract price, as shown by a certificate of the architect or engineer in charge of the work covered by the contract, to be adjusted upon completion of the contract.
- (c) Labor Bond \$ \_\_\_\_\_ Premium \$ \_\_\_\_\_  
payable in advance, for its term, at the rate of \$ \_\_\_\_\_ per \$1,000 on the penalty of bond.
- (d) Maintenance Bond \$ \_\_\_\_\_ Premium \$ \_\_\_\_\_  
payable in advance, for the full maintenance or guarantee period, or any part thereof, at the rate of \$ \_\_\_\_\_ per \$1,000 per annum of the total cost of the work covered by the maintenance guarantee.

6. To whom is bond to be given? Lake Ridge Schools

7. If bond applied for is Proposal Bond, will it operate as a final bond? \_\_\_\_\_  
State date bids to be opened: Jan. 11, 1966 Approximate amount of bid, \$ \_\_\_\_\_  
What bids for other contracts have you outstanding, (a) unopened, and (b) opened but unawarded? \_\_\_\_\_

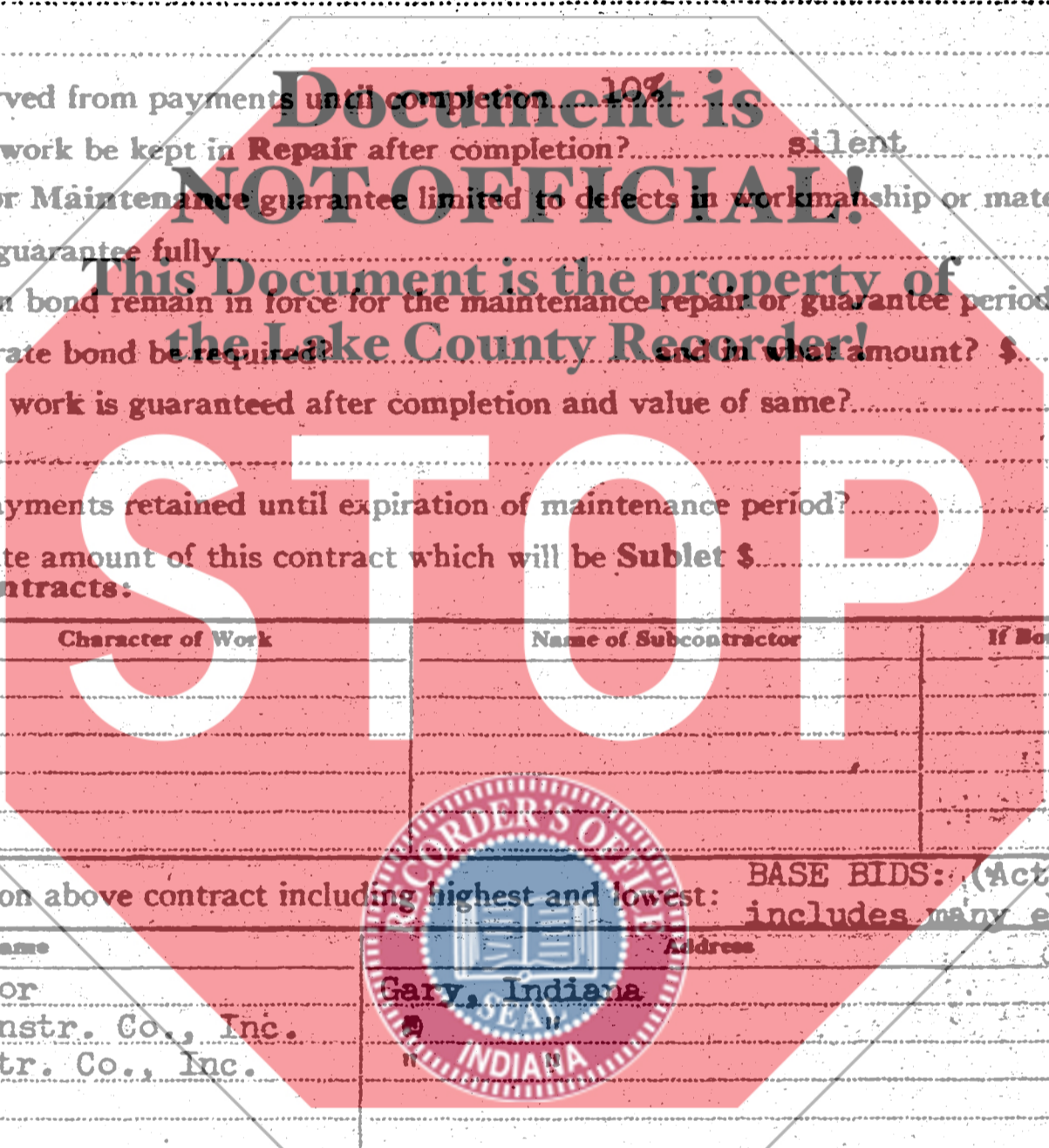
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ANDREW J. HIGENKO  
RECORDER

TERMS OF CONTRACT

- The Amount of Contract is: \$ 617,904.00 Date awarded Jan. 21, 1966  
(If contract price is per unit of measure, give also probable total of contract)
- Nature of Contract (Give concise description of proposed work and locality) general construction of Lake Ridge Elementary School
- Name and address of Architect or Engineer in charge: Chas. W. Cole & Son, 3600 E. Jefferson Blvd., South Bend, Ind.  
What is his estimate of cost of work? \$ \_\_\_\_\_ Your estimate? \$ \_\_\_\_\_
- Date work is to be commenced: at once Date work is to be completed: \_\_\_\_\_
- Penalty for non-completion on time: nil Premium for advance completion: nil
- Is there a strike clause in the contract? \_\_\_\_\_ An Arbitration provision? \_\_\_\_\_

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- 14. Payments, when to be made on contract? 90% of estimates each 30 days
- 15. Are payments to be made wholly in cash? Yes If not, in what? If payments are in stocks, bonds, warrants or other securities, advise fully what arrangements made for disposing of same
- 16. Percentage reserved from payments until completion 10%
- 17. How long must work be kept in Repair after completion? silent Is this Repair or Maintenance guarantee limited to defects in workmanship or materials? silent If not, describe guarantee fully
- 18. Will construction bond remain in force for the maintenance repair or guarantee period? If not, will separate bond be required? and in what amount? \$
- 19. What portion of work is guaranteed after completion and value of same? Percentage of payments retained until expiration of maintenance period?



20. State approximate amount of this contract which will be Sublet \$, and describe below the principal Subcontracts:

Amount	Character of Work	Name of Subcontractor	If Bonded, By What Company?

21. Other Bidders on above contract including highest and lowest: BASE BIDS: (Actual award to Taylor includes many extras)

Name	Address	BID
(1) Taylor & Taylor	Gary, Indiana	\$ 559,000.00
(2) Commercial Constr. Co., Inc.		583,250.00
(3) Superior Constr. Co., Inc.		584,581.00
(4)		
(5)		

22. Give information below about all your Contract Work Under Way, or for which you are committed. (If more than five contracts under way, tabulate them on separate paper and attach hereto.)

Contract Price	Kind of Construction	Location of Work	Payments Thus Far Received	Earned Retained Percentage	Expected Completion Date	Name and Address Engineer or Architect
(a)						
(b)		On file with company				
(c)						
(d)						
(e)						

23. Names of surety companies which issued bonds on above(a) (b) (c) (d) (e)

24. State amount and character of Insurance you will carry on this contract and name of company issuing each policy. Fire, \$ (Amount) (Company); Compensation, \$ (Amount) (Company); Employers' Liability, \$ (Amount) (Company); Public Liability, \$ (Amount) (Company); Contingent Liability, \$ (Amount) (Company); Paymaster Robbery, \$ (Amount) (Company); Life Insurance, \$ (Amount) (Company) (Beneficiary)

**GENERAL**

- 25. Is your present plant sufficient for this contract? Yes Estimated cost to put it in good shape for this work, \$ State what new plant will be purchased, advising cost and how you will pay for same. (Use separate sheet if necessary)
- 26. Have you purchased or made binding contracts for the materials needed for this contract, and within your estimates? Yes
- 27. How are deliveries assured to you?
- 28. Have you applied to any other company for this bond? No State name of company and reasons why declined
- 29. Give names of surety companies with which you have previously dealt
- 30. Are there Any mechanics' liens filed on Any of your work anywhere? No
- 31. Are there any judgments, suits or claims pending against you?
- 32. What projects have you completed in your own name?

Contract Amount	Class of Work	When Completed	Name and Address of Owner

NOTE—If the required information is not given in response to the questions hereon listed, it will be necessary to return this blank for completion.

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References. Give only Engineers or Architects, or Owners, for whom you have done work:

Name	Address	Business

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The undersigned hereby represents that the statements, declarations, and answers contained in the foregoing application are true and correct, and are made to induce the Hartford Accident and Indemnity Company, of Hartford, Connecticut, (hereinafter referred to as the "Company"), to execute, or procure the execution of, the bond, or bonds, herein applied for, as surety, or co-surety, and hereby agrees with, and binds himself and his heirs, executors, administrators, successors and assigns to, the Company, as follows:

First: To pay the Company, in advance, the premium, or premiums, including all additional premiums, if any, applicable to the bond, or bonds, herein applied for, (which bond, or bonds, are, or may be, attached hereto as a part hereof); in the amount, or amounts, and at the rate, or rates, set forth, for the term, or terms, fixed, and as provided, in 5 (a), (b), (c), and (d) of the foregoing application. The undersigned expressly authorizes the Company to insert, in the foregoing application, and, particularly, but without limiting the generality of the foregoing, in 5 (a), (b), (c), or (d), and in 8 and 9 thereof, and to describe properly, or to correct any errors in the description of, said bond, or bonds, or of the contract, or contracts, to secure the performance of which said bond, or bonds, are required, or to which said bond, or bonds, refer or relate, or in the amount, or amounts, or rate, or rates, of premium, or premiums, agreed to be paid the Company for said bond, or bonds, or the term, or terms, thereof, and it is agreed that any such insertions or corrections, when so made, shall be prima facie correct. Any such change made by the Company shall be deemed to have been made according to the requirements of Paragraph Sixteenth hereinafter set forth.

Second: To indemnify the Company, and hold it harmless, from and against any and all demands, loss, costs, damage and expense of every nature and kind, including attorneys fees, and any and all liability therefor, which the Company, at any time, or for any cause, shall, or may incur, sustain, be put to or threatened with, by reason, or in consequence, of the execution, or the procurement of the execution, of said bond, or bonds, or which it may sustain, incur, or be put to, in connection with any litigation, investigation, collection of premiums, or other matters connected with said bond, or bonds, or the execution, or procurement of the execution thereof, including, but without limiting the generality of the foregoing, the enforcement of the covenants and obligations of this agreement; to pay to the Company, or secure the Company in respect of, all sums, or amounts, of money for which it may become liable, as aforesaid, as soon as the Company may become liable therefor, and whether or not it shall have paid out any such sums, or any part thereof, and it is expressly agreed that the Company, in its discretion and without prejudice to any and all other rights it may have, may enforce this covenant by an action for specific performance or exoneration; to pay, reimburse, and make good, to the Company all sums, or amounts, of money which it may pay, or cause to be paid, as aforesaid.

Third: In further consideration of the execution, or the procurement of the execution, of said bond, or bonds, as surety, or co-surety, the undersigned does hereby assign, transfer, and set over to the Company as collateral, to secure the covenants and obligations herein assumed, and any and all other indebtedness and liabilities of the undersigned to the Company up to the sum of One Million Dollars (\$1,000,000), whether heretofore or hereafter incurred, such assignment to become effective as of the date hereof, but only upon the happening of any one, or more, of the events set out and enumerated in (a), (b), (c), (d), (e), (f), (g), and (h) hereof, (1) all the right, title and interest of the undersigned in and to all subcontracts let, or to be let, in connection with the contract, or contracts, to secure the performance of which said bond, or bonds, are executed, or to which said bond, or bonds, in any respect refer or relate (which contract, or contracts, are, or may be, attached hereto as a part hereof), and in and to all machinery, equipment, plant, tools and materials which are now, or hereafter may be, upon or about the site of the work contemplated by said contract, or contracts, or elsewhere for the purpose thereof, including, but without limiting the generality of the foregoing, materials purchased for, or chargeable to, such contract, or contracts, which may be in process of construction or fabrication, in storage elsewhere, or in transportation to said site, and the undersigned authorizes and empowers the Company, and its authorized representatives, to enter upon the site of said contract, or contracts, or elsewhere, and take possession of all, or any portion of, said machinery, equipment, plant, tools and materials, and to enjoy possession thereof, and to use, or permit the use of, move, remove, or sell, the same as owner thereof, without incurring any liability of any nature or kind to the undersigned, or any person, firm or corporation claiming through the undersigned, in connection therewith, except as provided in Paragraph Sixth hereof; and (2) all actions, causes of action, claims and demands, whatsoever, which the undersigned may have, or acquire, against any subcontractor, laborer, or material man, or any person furnishing, or agreeing to furnish, or supply labor, material, supplies, machinery, tools or equipment in connection with, or on account of, said contract, or contracts, and against any surety of such subcontractor, laborer, or furnisher of labor, material, supplies, machinery, tools or equipment. This assignment shall be effective as of the date hereof in the event of (a) any abandonment, forfeiture, or breach of, or failure, refusal, or inability to perform, the terms and provisions of said contract, or contracts, or of any abandonment, forfeiture, or breach of, or failure, refusal, or inability to perform, the terms and provisions of any other contract, or contracts, to secure the performance of which any other bond, or bonds, were heretofore, or are hereafter executed by the Company, or to which any such other bond, or bonds, in any respect refer or relate (which contract, or contracts, and bond, or bonds, are, or may be, attached hereto as a part hereof); or (b) of the failure to perform, or comply with, any of the covenants and obligations hereof; or (c) of the failure to pay and discharge, when due, such other indebtedness or liabilities of the undersigned to the Company; or (d) of any assignment by the undersigned for the benefit of creditors, or of the appointment, or of any application for the appointment, of a receiver or trustee for the undersigned, whether insolvent or not; or (e) of any proceeding, legal or otherwise, which deprives, or has the effect of depriving, the undersigned of the use, or interferes with the use by the undersigned, of any of the machinery, equipment, plant, tools or material heretofore referred to; or (f) if the undersigned be an individual, of the abscondence of the undersigned, or conviction of the undersigned of a felony, or should the undersigned become a fugitive from justice, or (g) of the failure, delay, refusal or inability of the undersigned to pay bills or any indebtedness incurred in, or in connection with, the performance of said contract, or contracts, or incurred in, or in connection with, the performance of any other contract, or contracts, to secure the performance of which any other bond, or bonds, were heretofore, or are hereafter executed by the Company, or to which any such other bond, or bonds, in any respect refer or relate, as aforesaid, whether or not the Company may be liable for such bills, or any of them, or such indebtedness, or any such indebtedness, or (h) of the failure, refusal, or inability of the undersigned to satisfy the condition, or any of the conditions, of said bond, or bonds.

Fourth: In further consideration of the execution, or the procurement of the execution, of said bond, or bonds, as surety or co-surety, the undersigned, as of this date, hereby assigns, transfers and sets over to the Company, and also subrogates the Company to, all right and property of the undersigned in, and growing in any manner out of, said contract, or contracts (generally described in 8 and 9 of the foregoing application and which are, or may be, attached hereto as a part hereof as aforesaid) or any extensions, modifications, changes or alterations thereof, or additions thereto, and all rights and property of the undersigned in and to all monies, securities, warrants, checks, or other evidences of indebtedness, including but without limiting the generality of the foregoing, deferred and reserved payments, current and earned estimates, and final payments, that may be due and payable to the undersigned thereunder, or for extra work or materials furnished in connection therewith, at the time of the happening or occurrence of any one or more of the events enumerated in clauses (a), (b), (c), (d), (e), (f), (g), or (h) of the Third paragraph hereof, or that thereafter may become due to the undersigned. The undersigned hereby authorizes and empowers the Company, and to this end the Company is hereby irrevocably constituted and appointed the attorney-in-fact of the undersigned in its own name, or in the name of the undersigned, to receive, sue for, or otherwise collect, and receipt and give acquittance for, all such monies, securities, warrants, checks or other evidences of indebtedness, and if necessary, or required, to endorse the name of the undersigned on any such securities, warrants, checks or other evidences of indebtedness, and to hold the same as security to protect it from and against any, and all liability, loss, costs, damage and expense of every nature or kind, including attorneys fees, which the Company may sustain or incur, or which may be imposed, or sought to be imposed, upon it under, or by reason of, said bond, or bonds, or under, or by reason of any other bond, or bonds, heretofore, or hereafter executed by the Company on behalf of the undersigned, or on his indemnity, and for the payment of any and all other indebtedness and liability of the undersigned to the Company up to the sum of One Million Dollars (\$1,000,000), with the right, which right is hereby expressly given and granted to the Company, to cash, discount, or sell all, or any part of such securities, warrants, checks or other evidences of indebtedness, and to use all such monies, including the proceeds of such securities, warrants, checks or other evidences of indebtedness to discharge such liability and pay, or reimburse itself for, such loss, costs, damage and expense, including attorneys fees, and such other indebtedness or liability.

Fifth: The undersigned further agrees that the entire contract price, or prices, of said contract, or contracts, is, and shall be, dedicated to the satisfaction of the conditions of said bond, or bonds, and that all money paid or securities, warrants, checks or other evidences of indebtedness, including the proceeds thereof, given upon, or under, said contract, or contracts, shall be impressed with a trust in the hands of the undersigned, and his heirs, administrators, executors, successors or assigns, in favor of the Company for the purpose of satisfying the conditions of said bond, or bonds, and the undersigned agrees to use all such money, securities, warrants, checks, or other evidences of indebtedness, including the proceeds thereof, for that purpose, and for no other purpose, until the conditions of said bond, or bonds, have been fully satisfied.

Sixth: The undersigned further agrees that the Company, in its discretion, may sell any property assigned to the Company, as aforesaid, or heretofore or hereafter deposited with the Company for any purpose, or which may be in the possession of the Company, at public or private sale, and with or without notice of the time or place of such sale, and may use the proceeds thereof for all, or any, of the purposes hereinbefore provided. When liability of the Company under said bond, or bonds, terminates, or has been discharged, any balance of money, securities, warrants, checks or other evidences of indebtedness, or other property of the undersigned remaining in the hands of the Company after the Company shall have paid, or reimbursed itself for, all liability, loss, costs, damage and expense, including attorneys fees, and any other indebtedness or liability of the undersigned to the Company, as aforesaid, shall be returned to the undersigned, or to the party legally entitled to receive and receipt for the same.

Seventh: Liability of the undersigned hereunder shall extend to, and include, the full amount of any and all sums paid by the Company in settlement or compromise of any claims, demands, suits and judgments upon said bond, or bonds, or any of them, in good faith, under the belief that it was liable therefor, whether or not such liability existed, as well as to any and all disbursements on account of costs, expenses and attorneys fees, as aforesaid, which may be made in good faith under the belief that such were necessary, whether necessary or not.

Eighth: In the event of the payment, settlement or compromise, in good faith, of liability, loss, costs, damage, expense, or attorneys fees, claims, demands, suits or judgments, as aforesaid, an itemized statement thereof, sworn to by any officer of the Company, or the voucher, or vouchers showing, or any evidence of, such payment, or compromise, shall be prima facie evidence of the fact, and extent, of the liability of the undersigned in respect of any claim or suit hereunder, and in any and all matters and things arising between the undersigned and the Company.

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Ninth: The undersigned expressly waives all rights to claim any property, including homestead, as exempt from levy, execution, sale, or any other legal process under the law, or laws, of any state and the benefit of any and all appraisement and stay laws now in force or hereafter to be passed.

Tenth: All the terms, covenants, and agreements hereof shall be, and are, for the benefit of any person, or company, joining with the Company in executing said bond, or bonds, or any of them, or executing said bond, or bonds, or any of them, at the request of the Company, as well as of any company, or companies, assuming reinsurance on said bond, or bonds, or any of them.

Eleventh: The undersigned hereby authorizes any attorney of any court of record in the United States to appear and confess judgment against him in favor of the Company, or its successors or assigns, for any amount or amounts due the Company at any time or times hereunder, together with interest, costs of collection and attorney fees equal to ten per cent. (10%) of the amount so due, for which this shall be a sufficient warrant. The undersigned hereby releases all errors and defects whatsoever in entering any such judgment, or in any proceeding thereon, and hereby agrees that no writ of error, appeal, petition to open or strike off any such judgment shall be taken or prosecuted by the undersigned. The undersigned waives the right of inquiry on any real estate that may be levied upon and further waives the benefit of any and all appraisement, stay or exemption laws of any state, now in force or hereafter to be passed. The undersigned further agrees that the foregoing warrant shall not be exhausted by one exercise thereof and expressly authorizes the confession of successive judgments against him for any amounts which may become due hereunder. Any such judgment or judgments may be confessed upon a copy of this contract, verified by affidavit, and it shall not be necessary to file the original as a warrant of attorney, any law or rule of court to the contrary notwithstanding. If the provisions of this paragraph pertaining to confession of judgment, or if confession of judgment in respect of causes of action such as may arise hereunder, is prohibited, or is not permitted, by the law governing and fixing the rights and liabilities of the parties hereto, the provisions of this Paragraph Eleventh shall be wholly inapplicable and of no effect, and this agreement shall be construed as if this paragraph were not included herein.

Twelfth: Separate suits may be brought hereunder as causes of action accrue, and the bringing of suit, or the recovery of judgment upon any cause of action, shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising.

Thirteenth: Nothing herein contained shall be considered, or construed, to waive, abridge, or diminish any right or remedy which the Company might have if this instrument were not executed, or under any other instruments or agreements, and the rights of the Company hereunder shall be deemed to be cumulative with, and in addition to, all other rights of the Company, however derived.

Fourteenth: The Company shall have the right to decline to execute said bond, or bonds, or any of them, and if it shall execute a proposal or bid bond for the undersigned hereunder, the Company shall have the right to decline to execute any and all other bonds herein applied for, or required to be furnished by the undersigned in satisfaction of the conditions of said bid or proposal bond, without incurring any liability of any nature or kind to the undersigned by reason of such declination.

Fifteenth: Notwithstanding the fact that the word "undersigned" is used herein in the singular number and masculine gender, it and the context hereof shall be construed to apply to the party or parties signatory hereto, regardless of number or gender, and the liability of the undersigned shall be the joint and several liabilities of the signatory parties and the remedies of the Company shall also be joint and several.

Sixteenth: That no act or omission of the Surety in modifying, amending, limiting or extending the bond or undertaking shall in any wise affect the liability of the undersigned.

Seventeenth: This instrument may not be changed or modified orally. No change or modification shall be effective unless made by written endorsement issued to form a part hereof.

SIGNED, SEALED AND DATED this 9th day of February, 1966

IF INDIVIDUAL sign here:

Witness: (Seal)

IF COPARTNERSHIP sign here:

Witness: (Seal)

Accepted by Hartford Accident & Indemnity Co. (Seal)

By Lynn D. Brown, Jr. Assistant Secretary (Seal)

(Individually and as a copartner) (Seal)

(Individually and as a copartner) (Seal)

(Individually and as a copartner) (Seal)

IF CORPORATION sign here:

G.M. TAYLOR & J.W. TAYLOR CONSTRUCTION CO., INC.

Attest: John W. Taylor, Secretary

By G.M. Taylor, President

ACKNOWLEDGE SIGNATURES ON THIS PAGE

STATE OF ... COUNTY OF ... day of ... 19... before me personally appeared ... to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

STATE OF ... COUNTY OF ... On this ... day of ... 19... before me personally appeared ... to me known and known to me to be one of the firm of ... described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

STATE OF Indiana COUNTY OF Lake On the 9th day of February 1966 before me personally came G.M. Taylor to me known, who being one of the firm, did depose and say: that he resides in Lake County, Indiana that he is the President of the G.M. Taylor & J.W. Taylor Construction Co., Inc. the Corporation described in and which executed the above instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

My commission expires: 9-23-67

Notary Public, Gladys Leary

Individual Acknowledgment Firm Acknowledgment Corporation Acknowledgment