

John Cox )  
to ) Application Filed for record the 8th day of May A.D. 1923, at  
Southern Surety Company) 10/15 o'clock A.M.  
#1510 Fee \$4.20 ✓ Olive M. Garrison, Recorder.  
SOUTHERN SURETY COMPANY, Home Office----Des Moines, Iowa. APPLICATION FOR CONTRACTOR'S BOND.  
To be used without change by Individuals, Co-partnerships and Corporations for Contract or  
Proposal Bonds.----- Applicant must give full and explicit data under the following heads,  
and MUST SUPPLY COPIES OF CONTRACT AND SPECIFICATIONS for filing with this application.  
The information asked for is essential to the proper preparation of the bond and the Company's  
judgment of the case, hence care in answering will expedite the issuance of the bond.  
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To SOUTHERN SURETY COMPANY (hereinafter called the Company): We desire the Company to ex-  
ecute bond for us in the sum of \$144,000. running to or in favor of Hawkeye Portland Cement  
Co. of (address) Des Moines, and in such form as may be satisfactory to the Company and the  
obligee, the principal object of such bond being to guarantee the performance of a certain  
contract as hereinafter indicated, and for your information we make answer and guarantee the  
truth of all answers to interrogatories as follows: 1. 11.  
1. Applicant's name in full 2--John Cox; 2. Business address (street, city and state)

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St Paul, Pullman Sta. R 5 . 3. The amount of contract is 285000 and the undersigned hereby agrees to pay to the Company, as a premium or charge for the bond applied for, the sum of 4275, being at the rate of \$15. per \$1,000 of contract amount, in advance for the first 2 years or fraction thereof, and the sum of \$----annually in advance thereafter, until the undersigned shall serve upon the Company at its general office in the City of Des Moines, Iowa, competent written evidence, showing it has been fully discharged and released from any and all liability upon said bond, and all matters arising therefrom. If there be any maintenance or guarantee of the work or supplies after completion of the contract work, the undersigned agrees to pay a further premium during such period of \$ none, being at the rate of \$----per \$1000. of contract amount, annually, such premium, however, to be paid in advance for the full term thereof. 4. If proposal bond, the probable total of contract is \$---- and the undersigned agrees to pay \$----premium for said proposal bond. If proposal bond, and same operates as contract bond upon contract being awarded, the undersigned, if awarded such contract, agrees to pay to the Company, the premium and rate of premium shown in condition three above, or if not so shown in accordance with Company's regular rates for such business. 5. It is agreed that should the actual contract price when ascertained on final settlement exceed the amount of contract above stated, the undersigned agrees to pay to the company, on demand, as additional premium, a further sum calculated at the same rate per \$1,000. of such excess contract amount as shown in condition 3 above, and further, as additional premium on account of the maintenance or guarantee of the work or supplies, on demand a further sum calculated at the same rate per \$1,000. of such excess contract amount as shown in condition 3 above. 6. If bid bond, place and date of bid opening----- 7. If bid bond, what will be amount of contract bond required----- 8. If you bid for contract did you give proposal bond? No. If so, advise name of surety---9. Nature of contract? (Give locality and concise description). Grading or stripping land, Earlham. 10. How long must work be kept in repair after its completion? No. 11. Will this bond cover such maintenance? No. 12. What tests or guarantees does the contract require? No. 13. Will this bond cover such guarantees or tests? 14. Will any percentage be retained until expiration of this maintenance or guarantee period?---- 15. Is contractor made liable for injury of persons? Yes.--for loss of property? Yes.--for patent litigation?-----16. Give name and address of the architect, superintendent or engineer in charge of construction. Plant Supt., 17. When must work begin?-----When do you expect to complete?----- When must work be completed?-----18. Penalty for non-completion at above date? \$----Premium for completion before above date? \$----- 19. Payments when to be made on contract? On estimates 2 weeks. 20. Are payments to be made in cash? Yes. If not wholly in cash, in what?-----What allowance does your contract price include for old materials? \$----- 21. Amount (or per cent) of contract price retained until work is completed? \$----- 22. What insurance do and will you carry on present contract? Fire: \$-- (Name of Company Workmen's (Name of Company Employers' Liability( Yes. Compensation( Yes Public( (Amount \$----- Liability (Amount \$----- Liability(Amount \$----- Other Casualty Insurance, \$-----23. Amount architect's or engineer's estimate of cost of work? 24. What is your estimate of the cost of the work to you? -- Attach a copy of your estimate in detail. 25. What part of the work will be sub-let? No. 26.Names of sub-contractors and amounts of sub-contracts: No.

NAME	ADDRESS	DESCRIPTION OF WORK	AMOUNT	Amount of Bond Given by Sub-Contractors
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27. Names of other bidders on above contract, including highest and lowest (if unit price contract give schedule of bids on separate sheet):(It is very important that this information be furnished, as it facilitates the prompt consideration of the application.)

NAME	ADDRESS	BID
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28. Will you furnish a copy of specifications? 29. What experience have you in line of present contract? 30. What other similar contracts have you completed? \$130,000 Nobles Co. Minn. Crading Many same size & smaller. 31. State names, amounts and progress of present uncompleted contracts:

Nature of Contracts	Location (City)	Amount of Contract	Per cent Completed	Probable Date of Completion	Name of Surety Co.	Furnishing Bond	Amount Estimates Received
None except some straight ydge.							

32. Give list of all contracts completed within the last three years:

Owner	Nature Work	Contract Price	Surety	When Completed
33. Of what does your plant consist (list articles of a value of \$100.00 or more):				
ARTICLE	WHEN PURCHASED	PRESENT CONDITION		
See List attached.				

34. Is there any purchase money now due or hereafter to become due on any of your present plant or equipment? If so, amount and to whom--\$18,000 Cook Const Co. Helena Monta.

35. Will it be necessary to purchase any further plant for the performance of the above contract? If so give particulars and whether you intend buying same outright-- 1 steam shovel 24800

36. Are you in the habit of borrowing money from banks or others, with which to finance your contracts? If so, state largest amounts borrowed on what contracts and amounts now due such lender Short time only.

37. Do you expect to borrow money to finance this contract? May not. If so, what arrangements have been made? What amount, what security furnished and when must it be repaid? but will not need over 4 or 5 thousand.

38. Have you or will you assign to any bank or others loaning money, your estimates on this contract, or any part thereof, or have you or will you give such lender, a mortgage on any of your plant or other assets?---Give full particulars---39. Are you interested in more than one line of business? If so, give particulars. No.

40. Amounts of life insurance. 50,000. In what companies? Missouri Life. To whom payable? Estate.

41. Have you applied elsewhere for this bond? If so, to whom, and with what result? No.

42. Have you ever done business with any other surety company? If so, give name of each company and reason for changing to this company. Mass. Bonding Republic Casualty Union Ind

43. Has your application for a bond ever been declined? If so, give particulars. No.

44. Are you having any difficulty with any contract on which you are now, or recently have been engaged? 45. Are there any judgments against you? No. Have you ever failed in business?-----46. Have you any lawsuits or claims against you pending or threatened? No.

47. If a firm or corporation, has any member thereof ever failed in business?-----

48. Have you ever for any reason failed to complete a contract? No. If so give particulars.

49. Did such failure occasion loss to the surety on your bond? No.

50. Has the applicant or any member of the applicant firm or corporation, ever conducted business under any other name? No. If so, give particulars.

51. Are you having any controversy with any one over payment of any labor or material bills on any contract? No.

51a. Are any mechanic's liens filed on any of your work anywhere? No.

52. In event of death or sickness, who will perform your contract? (Name and address) Supts, & organization.

53. What indemnity to you offer? Describe fully collateral offered; give names and addresses of indemnitors.-----

54. Are you surety or endorser upon any bond, note or other obligation, not included in your liabilities shown hereafter? If so, give names and amounts. No.

55. If a Corporation, answer these questions: In what state incorporated?---When?---Principal office?---Capital, authorized, \$---; subscribed for, \$---; paid in cash, \$---President's name---Vice President's name?---Secretary's name---Treasurer's name---Director's names?-----

Names and titles of officers duly authorized to sign contracts and other sealed instruments in behalf of the Company; ----

56. If a Co-partnership, give the names of all individuals composing same; (A separate statement must be filled up and signed by each member of the firm showing his individual assets and liabilities exclusive of his interest in firm's assets and liabilities.)

NAME No.	ADDRESS	OCCUPATION

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NAME	ADDRESS	OCCUPATION
Valley Bank	St. Louis, Mo.	Bkrs.
P. Shugart	Nevada, Ia.	Contractor
O. B. Avery	Machinery	711 Mkt. St., St. Louis
Bayard & Zainemon	Midway St Paul Minn	

The undersigned hereby affirms that the foregoing declarations made and answers given are the truth, without reservations and are made for the purpose of inducing the Southern Surety Company to become surety on a certain bond hereby applied for. In Consideration of the execution of said bond by the Southern Surety Company (hereinafter called the Company), we, the undersigned, hereby covenant with the Company, its successors and assigns:

FIRST. That we will pay to the Company the premiums agreed upon, as hereinbefore stated and if premiums are not so stated or not otherwise agreed upon we will pay premiums at the rate of five per cent per annum on the amount of the bond executed in pursuance hereof, for every year the Company's liability thereunder shall remain in force until the Company shall have been fully discharged and released from any and all liability under said bond and all matters arising therefrom, and until there shall have been furnished to the Company, at its general office in the city of Des Moines, Iowa, due and satisfactory proof, by evidence legally competent of such discharge and release. SECOND. That we, the undersigned, will at all times indemnify and keep indemnified the Company, and hold and save it harmless from and against any and all liability, damages, loss, costs, charges and expenses of whatsoever kind or nature, including counsel and attorney's fees, which the Company shall or may, at any time, sustain or incur by reason or in consequence of having executed the bond herein applied for, or by reason or in consequence of the execution by the Company of any and all other bonds executed for us at our instance and request, and that we will pay over, reimbursed and make good to the Company, its successors and assigns, all sums and amounts of money which the Company or its representatives shall pay or cause to be paid, or become liable to pay, on account of the execution of any such instrument, and on account of any liability, damage, costs, charges and expenses of whatsoever kind or nature, including counsel and attorney's fees, which the Company may pay, or become liable to pay, by reason of the execution of any such instrument, or in connection with any litigation, investigation, or other matters connected therewith, such payment to be made to the Company as soon as it shall have become liable therefor, whether the Company shall have paid out said sum or any part thereof or not. That in any accounting which may be had between us and the Company, the Company shall be entitled to credit for any and all disbursements in and about the matters herein contemplated, made by it in good faith under the belief that it is or was liable for the sums and amounts so disbursed, or it was necessary or expedient to make such disbursements whether such liability, necessity or expediency existed or not, and the voucher or other evidence of the payment thereof shall be prima facie evidence of the fact and the undersigned's liability therefor to the Company.

THIRD. That in case any action at law, suit in equity, or other proceedings be commenced or notice of such action, suit or proceeding be served upon the undersigned, affecting the liability of the Company under any <sup>such</sup> bond, or growing out of any matter connected therewith or on account of which any such instrument was or may have been given we shall immediately so notify the Company in writing at its general office in the city of Des Moines, Iowa.

FOURTH. That in the event of the failure of the undersigned to comply with or make due performance of any covenant hereof, or of the contract which the Company is hereby requested to guarantee, or any other contracts heretofore guaranteed, the Company may at any time thereafter take such steps as it may deem necessary or proper to obtain due performance of such contract or contracts (and for such purpose may sublet or assign the same), or its release from all liability under any and every such bond and contract, and to secure and further indemnify itself against loss; and all damage and expense which the Company may sus-

tain or incur, or to be put to in obtaining such release, or in further securing itself against loss, shall be borne and paid by the undersigned. And for the better protection of said Company, and as collateral security hereto and for all claims of said surety against the undersigned, we the undersigned, do, by these presents, as of the date hereof, hereby assign, transfer and convey to the said Company, all the right, title and interest of the undersigned in and to all the tools, plant, equipment and materials of every nature and description that we may now or hereafter have upon said work, or in, on or about the site thereof, including as well materials purchased for or chargeable to said contract which may be in process of construction, in storage elsewhere, or in transportation to said site.

And also, we, the undersigned, do hereby convey and assign unto the said Company any and all payments, funds, moneys or property due or to become due to the undersigned as provided in said contract, and also all of our rights in and to all sub-contracts which may have been or may hereafter be entered into, and the materials embraced therein. The condition of this conveyance being that in the event the undersigned fail or are unable to complete said work in accordance with the terms of the contract or contracts covered by such bond or bonds or in event of any default on the part of the undersigned under any of said contracts, we, the undersigned do hereby nominate and appoint the president or vice president of the company our true and lawful attorney with full right and authority to sign the name of the undersigned to any voucher, check, release, bill of sale, satisfaction or paper necessary or desired to carry into effect the purposes of this assignment, hereby ratifying and confirming all that our said attorney may lawfully do in the premises, and do further authorize and empower said company, its authorized agents or attorneys, to enter upon and take possession of said tools, plants, equipment, materials and subcontracts and enforce, use and employ such possession. FIFTH, That no <sup>act or</sup> omission of the Company in modifying, amending, limiting or extending any instrument executed by the Company shall in any wise affect our liability hereunder, nor shall we or any of us be released from this obligation by reason thereof; and we agree that the Company may alter, change, modify, amend, limit or extend any instrument and may execute renewals thereof, or other and new obligations in its place or in lieu thereof, and without notice to us, notice being expressly waived, and in any such case, we and each of us shall be liable to the Company as fully and to the same extent on account of any such altered, changed, modified, amended, limited or extended instrument, or such renewals thereof, or other or new obligations in its place or in lieu thereof, as fully as if such instrument were described at length herein. SIXTH. That it shall not be necessary for the Company to give us, or any of us notice of any act, fact or information coming to the notice or knowledge of the Company concerning or affecting its rights or liability under any such instruments by it so executed, or our rights or liabilities hereunder, notice of all such being expressly waived. SEVENTH. That these covenants and also all collateral security, if any, at any time deposited with the Company concerning the said bond, or any other former or subsequent bonds executed for us or at our instance, shall at the option of the Company, be available in its behalf and for its benefit as well concerning the bond or undertaking hereby applied for, as also concerning all other former or subsequent bonds and undertakings executed for us or for others at our request.

EIGHTH. That our execution of any other instrument, whether relative to the bond hereby applied for or to any other former or subsequent bonds executed for us or at our request, shall not release us from liability under the foregoing covenants, unless such other instruments shall expressly stipulate that we shall be released from such liability.

NINTH. That in the event said Company execute said bond or bonds with co-sureties, or reinsure any portion of said bond or bonds with reinsuring companies, or by its request secures the execution of such bond or bonds by some other surety, we, the undersigned, agree that all of the terms and conditions of this agreement shall apply and operate for the ben-

effit of such co-sureties, reinsuring companies or other sureties, as their interests may appear. TENTH. In the event that the Company is required by the State Insurance Department to reserve from its assets an amount to cover any contingent claim or claims under the bond, herein applied for, by reason of default, of the undersigned, abandonment of the contract, liens filed, dispute with the owner or obligee, or for any other reason whatsoever, we, the undersigned, jointly and severally, hereby covenant and agree to immediately upon demand, deposit with the Company, in current funds, an amount sufficient to cover such contingent claim or claims, as a trust fund or collateral security, to be held by the Company as indemnity on the bond herein applied for, in addition to the indemnity afforded by this instrument; and if the Company is required to enforce performance of this covenant by action at law or in equity, the costs, charges and expenses, including counsel or attorney's fees, which it may hereby incur, shall be included in such action and paid by the undersigned.

ELEVENTH. That the suretyship is for the special benefit of the indemnitor, its property, income and earnings now owned or hereafter acquired, to which the Company looks for its indemnity, and the indemnitors represents that it is specifically and beneficially interested therein. TWELFTH. That the Company shall have every right and remedy which a personal surety without compensation would have, including the right to secure its discharge from its suretyship, and should it make payment hereunder, shall have <sup>every</sup> right and remedy of the undersigned for the recovery of same. THIRTEENTH. The undersigned hereby authorize(s) and request(s) any or all depositories in which any funds of the undersigned may be deposited to furnish to the Southern Surety Company the amount of such deposits as of the date hereof, or as of any other date, and any depository, material man, supply house or other person, firm or corporation is hereby authorized to furnish any information requested by the company concerning any transaction with the undersigned, and the Company may furnish copies of any and all statements, agreements and financial statements, and any information which it now has or may hereafter obtain to other companies for the purpose of securing reinsurance or co-suretyship. FOURTEENTH. The undersigned hereby expressly agree(s) that at any time and until the Company shall have been furnished with competent legal evidence of its discharge from any and all bonds or undertakings executed for or on the application of the undersigned, the Company shall have the right at all times to free access to the books, records and accounts of the undersigned, and may at the option of the Company, cause an examination thereof to be made by public accountants, the total cost of such examination to be borne and paid by the undersigned. FIFTEENTH. That any statement or statements now or heretofore furnished to the company setting forth or in any way concerning the financial responsibility of the applicant and/or indemnitors, are hereby now expressly referred to and confirmed, and same, together with all answers, information and agreements set forth in this application, are made by the undersigned with full knowledge, concerning each item thereof, without any reservation whatever, and are made and presented for the express purpose of inducing the company to become surety on the bond herein applied for.

SIXTEENTH. That these covenants shall be binding not only upon us, jointly and severally but as well upon our respective heirs, executors, administrators, successors and assigns.

Dated at Des Moines, Iowa, this 9<sup>th</sup> day of November, 1922.

John Cox,  
Applicant.

We hereby join in the above indemnity agreement(-----)

INDIVIDUAL ACKNOWLEDGMENT (To Be Used Only When Applicant Is an Individual)  
State of Iowa, County of Polk, ss. On this 9th day of November, 1922, before me personally came John Cox, to me known and known to me to be the individual described in and who executed the foregoing agreement and acknowledged that he executed the same for the purposes, considerations and uses therein set forth as his free voluntary act and deed.

B.G. Mather

NOTARIAL  
SEAL

CORPORATION ACKNOWLEDGMENT (To be Used Only When Applicant Is a Corporation)  
State of ----County of ----ss. On this ----day of ----, 19--, before me personally came --- to me known, and who, being by me duly sworn, did depose and say; That he resides in---- that he is the ----of , the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the board of

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Directors of the said corporation, and that he signed his name to said instrument by like order for the purposes, considerations and uses therein set forth as the free voluntary act and deed of such corporation.

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Official Title and Seal.

PARTNERSHIP ACKNOWLEDGMENT (To Be Used Only When Applicant Is a Firm or Copartnership)  
State of ---County of-----ss. On this ---day of --, 19--, before me personally came ----to  
be known and known to me to be a member of the firm of----, described in and who executed  
the foregoing agreement, and acknowledged that he executed the same as and for the act and  
deed of said firm for the purposes, considerations and uses therein set forth as his free  
and voluntary act and deed.

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Official Title and Seal.