

THE STATE OF TEXAS : November 8, 1948

COUNTY OF JOHNSON :

BE IT REMEMBERED THAT AT A MEETING OF THE COMMISSIONERS' COURT held in the Courthouse in Johnson County, Texas, the following members were present: Honorable H. G. Littlefair, County Judge; Roy Wyatt, Commissioner Precinct No. 1; Sam Evans, Commissioner Precinct No. 2; Vern Maddox, Commissioner Precinct No.3; M. W. Roland, Commissioner Precinct No. 4 and Louis B. Lee, County Clerk. Among other things they did the following:

A motion was made by Commissioner Wyatt, seconded by Commissioner Roland, that all proper and endorsed bills be allowed and ordered paid as submitted. All voted aye.

A motion was made by Commissioner Evans, seconded by Commissioner Roland, that the following resolution be adopted and made of record in Commissioners' Court Minutes:

Be it remembered that on October 26<sup>th</sup> at 6:00 o'clock P.M. the bridge at the crossing on the Nolan River which is commonly known as the Country Club crossing was dedicated. The contract was let by the Commissioners Court for the construction of this bridge on July 1<sup>st</sup>, 1948 to Allhands-Swatzell, Inc., of Cleburne, Texas. The bridge was built at a cost of \$19,337.84, and was to be built under the specifications of the Highway Department and to be constructed of concrete with steel reinforcements. The bridge consists of five spans of 30 feet each, making a total length of 150 feet, 18 feet wide.

Mr. Jere Swatzell introduced the principal speaker, Judge Penn J. Jackson who made the principal address, and then called on Judge H. G. Littlefair to speak. Commissioner of Precinct #1, Mr. Roy Wyatt, made a short address; Mr. Shad Norrell, a resident near the bridge, made a short address on behalf of the citizens in that community; and Mr. Malcom Burton also expressed the citizens appreciation. Judge Irwin T. Ward gave the dedicatory prayer.

The citizens who had used the old bridge for the greatest number of years were voted the honor by the people present to be the first passengers over the new structure. Those citizens who were given the honor were Mr. and Mrs. Ben Williams, Mrs. Mollie Burton, and Mrs. Mary Farmer. They passed over the bridge to officially open it to the public at 6:35 P.M. After the ceremony a large meal was served to all present by the citizens in the territory to be served by the new bridge. It was a splendid meal, and an enjoyable time was had by approximately 150 people.

A motion was made by Commissioner Wyatt, seconded by Commissioner Evans, that he official bond of S. O. Rosser, Tax Assessor-Collector in the amount of \$10,000 be approved. All voted aye.

#### ORDER AUTHORIZING THE ISSUANCE OF REFUNDING BONDS

THE STATE OF TEXAS :

COUNTY OF JOHNSON :

On this the 8<sup>th</sup> day of November, 1948, the Commissioners Court of Johnson County, Texas, convened in regular session at a regular term thereof in the Courthouse at Cleburne, Texas, with all members of the Court, to-wit:

H. G. LITTLEFAIR,	County Judge
Roy Wyatt	Commissioner Precinct No. 1,
Sam Evans,	Commissioner Precinct No. 2,
Vern Maddox,	Commissioner Precinct No. 3,
M. W. Roland,	Commissioner Precinct No. 4,
Louis B. Lee,	County Clerk,

being present, when among other proceedings had, were the following:

Commissioner Wyatt introduced an order and moved its adoption. The motion was seconded by Commissioner Roland. The motion, carrying with it the adoption of the order, prevailed by the following vote:

AYES: Commissioners Wyatt, Evans, Maddox and Roland.

NOES: None.

The order is as follows:

WHEREAS, The Commissioners Court of Johnson County, Texas, as heretofore passed an order authorizing the issuance of JOHNSON COUNTY ROAD AND BRIDGE WARRANTS, SERIES OF 1948, dated June 20, 1948, numbered from 1 to 150, inclusive, in denomination of \$1,000 each, aggregating \$150,000, bearing interest at the rate of 3 ½% per annum, and maturing \$10,000 on June 20<sup>th</sup> in each of the years 1949 to 1963, inclusive; and

WHEREAS, the Commissioners Court deems it advisable and to the best interest of Johnson County to cancel \$50,000.00 of the above described warrants by the issuance of refunding bonds in lieu thereof, the warrants to be so refunded being Warrants Numbers 101 to 150 inclusive; and

WHEREAS, the Commissioners Court has heretofore authorized and directed the County Judge to give notice of the intention of the Commissioners Court to refund said warrants, as required by Chapter 163, Acts of the Fort-second Legislature of Texas, Regular Session; and

WHEREAS, said notice was duly given by publication of said notice of intention to refund said warrants in a newspaper published in and having a general circulation in said County, which notice was published once a week for three consecutive weeks, the date of the first publication thereof being at least thirty (30) days prior to the 8<sup>th</sup> day of November, 1948; and

WHEREAS, The Commissioners Court affirmatively finds that no petition was presented to the Court to submit the question as to the issuance of said refunding bonds for such purpose to a referendum vote; and

WHEREAS, it is now in order that the Commissioners Court proceed with the issuance of said refunding bonds;

THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF JOHNSON COUNTY, TEXAS:

1.

That the bonds of Johnson County, Texas, to be known as "JOHNSON COUNTY ROAD AND BRIDGE REFUNDING BONDS, SERIES OF 1948," be issued under and in strict conformity with the Constitution and Laws of the State of Texas, in the principal sum of Fifty Thousand (\$50,000.00) Dollars, for the purpose of canceling, refunding and in lieu of a like amount of outstanding warrants hereinabove described.

II.

That said bonds shall be numbered consecutively from One (1) to Fifty (50), inclusive, and shall be of the denomination of One Thousand (\$1,000.00) Dollars, each, aggregating Fifty Thousand (\$50,000.00) Dollars.

III.

That said bonds shall bear interest from date at the rate of three and one-half (3 ½ %) per cent per annum, payable June 20, 1948 and semi-annually thereafter on December 20<sup>th</sup> and June 20<sup>th</sup> in each year, which interest shall be evidenced by proper coupons attached to each of said bonds. Principal of

and interest on said bonds shall be payable in lawful money of the United States of America, upon presentation and surrender of bonds of proper coupons, at the Mercantile National Bank at Dallas, Dallas, Texas.

IV.

That said bonds shall be dated June 20, 1948, and shall become due and payable as follows:

BOND NUMBERS	MATURITY DATES	AMOUNTS
1 – 16 inclusive	June 20, 1956	\$16,000
17 – 33 “	June 20, 1957	17,000
34 – 50 “	June 20, 1958	17,000

V.

That each of said bonds shall be signed by the County Judge, countersigned by the County Clerk, and registered by the County Treasurer, and the seal of the Commissioners Court of Johnson County, Texas, shall be impressed upon each of them. The facsimile signatures of the County Judge and County Clerk may be lithographed, printed or engraved upon the interest coupons attached to said bonds and shall have the same effect as if they had been signed by said officers.

VI.

That the form of said bonds shall be substantially as follows:

No. \_\_\_\_\_ \$1,000

UNITED STATES OF AMERICA

STATE OF TEXAS

COUNTY OF JOHNSON

JOHNSON COUNTY ROAD AND BRIDGE REFUNDING BOND SERIES OF 1948

THE County of Johnson, a duly organized and existing political subdivision of the State of Texas, acknowledges itself indebted to, and FOR VALUE RECEIVED, hereby promises to pay to bearer the sum of

ONE THOUSAND DOLLARS

(\$1,000.00), in lawful money of the United States of America, on the 20<sup>th</sup> day of June, 19\_\_ with interest thereon from date hereof at the rate of three and one-half (3 ½%) per cent per annum, payable June 20, 1949 and semi-annually thereafter on December 20<sup>th</sup> and June 20<sup>th</sup> in each year, as evidenced by the coupons hereto attached, until the principal sum shall be paid.

BOTH PRINCIPAL AND INTEREST of this bond are payable at the Mercantile National Bank at Dallas, Dallas, Texas.

THIS BOND is one of a series of fifty (50) bonds, numbered consecutively from One (1) to Fifty (50), both inclusive, in the denomination of One Thousand (\$1,000.00) Dollars each, aggregating Fifty Thousand (\$50,000.00) Dollars, issued for the purpose of refunding, canceling and in lieu of a like par amount of outstanding indebtedness of Johnson County chargeable against its Road and Bridge Fund; and this bond, and the series of which it is a part, is issued in strict conformity with the Constitution and laws of the State of Texas, and in pursuance of an order duly passed and adopted by the Commissioners Court of Johnson County, Texas, which order is duly recorded in the Minutes of said Court.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all acts, conditions and things necessary to be done precedent to and in the issuance of this bond and the series of which it is a part, in order to make them legal, valid and binding obligations of said County, have been done, have happened and been performed in regular and due time, form and manner as is required by law; that the faith and credit of said County are hereby irrevocably pledged for the prompt payment of the principal and

interest of these bonds at maturity ; that due provision has been made for levying and collecting annually by taxation an amount sufficient to pay the interest on these bonds as it falls due, and to provide a sinking fund for the final redemption of said bonds at maturity; and that the issue of bonds of which this is one, together with all other indebtedness of said County, is within every debt and other limit prescribed by the Constitution and laws of the State of Texas.

IN ADDITION to all other rights, the holder or holders of this bond, and of the series of which it is a part, is and are subrogated to all the rights, and has and have all of the remedies of the holders of the original indebtedness refunded by this issue of bonds.

IN WITNESS WHEREOF, The Commissioners Court of Johnson County, Texas, has caused the seal of said Court to be affixed hereto, and this bond to be signed by the County Judge, countersigned by the County Clerk, and registered by the County Treasurer, and the interest coupons hereto attached to be executed by the facsimile signatures of the County Judge and County Clerk. The date of this bond, in conformity with the order above referred to, is June 20, 1948.

\_\_\_\_\_ County Judge, Johnson County  
Texas.

Countersigned: \_\_\_\_\_ County Clerk, Johnson County  
Texas.

Registered: \_\_\_\_\_ County Treasurer, Johnson  
County, Texas.

VII.

That the form of interest coupon attached to each of said bonds shall be substantially as follows:

NO. \_\_\_\_\_

\$ \_\_\_\_\_

ON THE 20<sup>th</sup> DAY OF

\_\_\_\_\_, 19\_\_\_\_,

THE COUNTY OF JOHNSON, in the State of Texas, hereby promises to pay to bearer, in lawful money of the United States of America, at the Mercantile National Bank at Dallas, Dallas, Texas, the sum of

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_), said sum being \_\_\_\_ months' interest due that day of JOHNSON COUNTY ROAD AND BRIDGE REFUNDING BOND, SERIES OF 1948, No. \_\_\_\_.

\_\_\_\_\_ County Clerk

\_\_\_\_\_ County Judge

VIII.

That substantially the following certificate shall be printed on the back of each bond:

OFFICE OF COMPTROLLER	:	REGISTER NO. _____
STATE OF TEXAS	:	

I HEREBY CERTIFY that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this bond has been examined by him as required by law and that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation upon said Johnson County, Texas, and said bond has this day been registered by me.



WITNESS MY HAND and seal of office at Austin, Texas, this \_\_\_\_\_.

\_\_\_\_\_ Comptroller of Public Accounts of  
The State of Texas.

IX.

IT IS FURTHER ORDERED By the Court that while said bonds, or any of them, are outstanding and unpaid, there shall be, and it is hereby ordered that there be levied, assessed and collected in due time, form and manner, a tax upon each \$100 valuation of all taxable property in Johnson County, Texas, out of the Constitutional Road and Bridge Tax of said County, sufficient to pay the current interest on said bonds and create a sinking fund for the payment of the principal thereof at maturity, and to pay the interest on said bonds and provide the requisite sinking fund for the first year there is hereby levied for the year 1949, out of the Constitutional Road and Bridge Tax, a sufficient tax on each \$100 valuation of taxable property in said County, and while said bonds ,or any of them, are outstanding and unpaid, a tax for each year at a rate from year to year, as will be ample and sufficient to provide funds to pay the interest on said bonds and provide the necessary sinking fund to pay the principal, full allowance being made for delinquencies and costs of collection, shall be, and is hereby levied for each year, respectively, while said bonds, or any of them, are outstanding and unpaid, and said tax shall each year be assessed and collected and applied to the payment of the interest on and principal of said bonds.

X.

That all moneys in the sinking fund and all taxes heretofore levied or in process of collection for the benefit of the warrants being refunded by said refunding bonds, shall be, and the same are hereby appropriated and transferred to the benefit of said refunding bonds.

XI.

That the County Judge of Johnson County shall be and he is hereby authorized to take and have charge of all necessary orders and records pertinent to said refunding bonds pending their investigation by the Attorney General, and the County Judge shall also take and have charge of the bonds herein authorized pending their approval by the Attorney General and their registration by the Comptroller of Public Accounts. The State Comptroller is hereby authorized to accept from First of Texas Corporation, of San Antonio, Texas, or its duly authorized agent, in installments or otherwise, the obligations hereby refunded, and, after cancellation thereof, register a like amount of the bonds herein authorized and deliver same to First of Texas Corporation, or its agent.

PASSED AND APPROVED this 8<sup>th</sup> day of November, 1948.

H. G. Littlefair, County Judge

Roy Wyatt, Commissioner Precinct No. 1

Sam Evans, Commissioner Precinct No. 2

Vern Maddox, Commissioner Precinct No. 3

M. W. Roland, Commissioner Precinct No. 4

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THE STATE OF TEXAS :

COUNTY OF JOHNSON :

BEFORE ME, the undersigned authority, on this day personally appeared Wm. Rawland known to me, who being first duly sworn, deposed and upon his oath said:

1. That he is the publisher of TIMES-REVIEW, a newspaper of general circulation published in Johnson County, Texas; that as such publisher, he caused the attached Notice of Intention to Issue Refunding Bonds to be published in said newspaper on the following dates, to-wit:

October 4<sup>th</sup>, 1948

October 11<sup>th</sup>, 1948

October 18<sup>th</sup>, 1948

the date of the first publication being not less than thirty (30) day prior to the date fixed for the passage of the order authorizing the issuance of said Refunding Bonds.

2. That the publication made is a true and correct copy of said Notice, a printed copy of which is attached hereto.

Wm. Rawland

SWORN TO AND SUBSCRIBED BEFORE ME, this the 8<sup>th</sup> day of November, 1948.

Patsy Wilson, Notary Public,

(Seal)

Johnson County, Texas.

#### STATEMENT OF TAXABLE VALUES

THE STATE OF TEXAS :

COUNTY OF JOHNSON :

I, the undersigned authority, Tax Assessor-Collector for Johnson County, Texas, DO HEREBY CERTIFY that the assessed valuation of property of said County for the year 1948, as shown by the annual assessment of property for said year, and made for State and County purposes, is as follows:

REAL PROPERTY . . . . .	\$ 12,152,720.00
PERSONAL PROPERTY . . . . .	7,239,210.00
Total . . . . .	\$ 19,391,930.00

WITNESS MY HAND and seal of office, this the 9<sup>th</sup> day of November, 1948.

(Seal)	S. O. Rosser, Tax Assessor-Collector, Johnson County, Texas.
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#### STATEMENT OF INDEBTEDNESS

THE STATE OF TEXAS :  
COUNTY OF JOHNSON :

I, the undersigned, County Treasurer of Johnson County, Texas, do hereby certify that the following is a true and correct statement of all indebtedness of said County now outstanding against the Road and Bridge Fund of said County:

#### I. BONDED INDEBTEDNESS

Purpose	Date	Int. Rate	Due	Amount Outstdg.
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#### II. WARRANT INDEBTEDNESS:

R & B	6-20-1948	3 ½%	\$8000 6-20-1958	
			10,000 6-20-1949/63	\$58,000

(\$50,000 of above described warrants being refunded – balance of \$8,000 remains outstanding)

#### III. PROPOSED BONDS:

R & B				
Refdg	6-20-1948	3 ½%	\$16,000 6-20-1956	
			17,000 6-20-1957/58	\$50,000

WITNESS MY OFFICIAL SIGNATURE, this the 8<sup>th</sup> day of November, 1948.

G. E. Davis, County Treasurer  
Johnson County, Texas.

SIGNATURE CERTIFICATE

We, the Undersigned Officers of Johnson County, State of Texas, indicated by the official title opposite our names, do hereby certify that we did officially sign \$50,000 Johnson County Road and Bridge Refunding Bonds, Series of 1948 of said County, issued for the purpose of refunding, canceling and in lieu of alike par amount of outstanding indebtedness of Johnson County chargeable against its Road and Bridge Fund; dated June 20, 1948, and bearing interest at the rate of 3 ½% per centum per annum, payable June 20, and December 20, said bonds being of the denomination of \$1,000 each, being payable at the Mercantile National Bank at Dallas, Dallas, Texas, and numbered 1 to 50, both inclusive, and payable as follows, viz:      \$16,000 on June 20, 1956; \$17,000 on June 20, 1957; \$17,000 on June 20, 1958 and that at the date of such signatures and at the date of the actual delivery of said bonds to the Attorney General – State of Texas, we were the duly chosen, qualified and acting officer indicated therein and authorized to execute the same.

We further certify that NO LITIGATION of any nature is now PENDING or THREATENED RESTRAINING or ENJOINING the issuance and delivery of said bonds or the levy and collection of taxes to pay the principal and interest or in any manner questioning the proceedings and authority under which the same is made or affecting the validity of the bonds issued thereunder; that neither the Corporate Existence or Boundaries of said County nor the Title of the present Officers to their respective offices is being contested; and that no authority or proceedings for the issuance of said bonds or the adoption of the corporate seal have been repealed, revoked or rescinded.

The facsimile signatures of the County Judge and County Clerk are upon the coupons of said bonds and the corporate seal of the Commissioners Court of Johnson County, Texas is impressed on all of said bonds.

Done and delivered at Cleburne, Texas, this 8 day of November, 1948.

H. G. Littlefair, County Judge, Johnson County, Texas

Louis B. Lee, County Clerk, Johnson County, Texas

(Seal)

G. E. Davis, County Treasurer, Johnson County, Texas.

I hereby certify that the signatures of the officers above subscribed are true and genuine.

M. T. Aubrey, Cashier, Cleburne National Bank

City of Cleburne

(Seal)

State of Texas

THE STATE OF TEXAS :

COUNTY OF JOHNSON :

We, the undersigned authorities, do hereby certify that none of the warrants being refunded by the \$50,000 JOHNSON COUNTY ROAD AND BRIDGE REFUNDING BONDS, SERIES OF 1948 were ever held in or purchased by the sinking fund created for the payment of said warrants; that none of said warrants being refunded are now held in or owned by the sinking fund created for the purpose of paying or redeeming any of said warrants; that none of said warrants will be taken up and paid for with money from said sinking fund; that there is no money in said sinking fund with which to pay the principal of any of said warrants.

WE FURTHER CERTIFY that there has never been and there is not now pending any litigation in any wise affecting the validity of said warrants being refunded, now has there ever been nor is there

now pending any litigation affecting the power of the Commissioners Court to levy and collect taxes to pay the principal of and interest on same.

WITNESS OUR HANDS and the seal of the Commissioners Court of Johnson County, Texas, this the 8<sup>th</sup> day of November, 1948.

Louis B. Lee, County Clerk, Johnson County, Texas.

G. E. Davis, County Treasurer, Johnson County, Texas.

(Seal)

THE STATE OF TEXAS :

COUNTY OF JOHNSON :

I, the undersigned, Clerk of the County Court and Ex-Officio Clerk of the Commissioners Court of Johnson County, Texas, do hereby certify that there has been no election held in said County for the further reallocation of the county taxes since the reallocation election held on August 23, 1947.

WITNESS MY HAND and the seal of the Commissioners Court, this the 8<sup>th</sup> day of November, 1948.

Louis B. Lee, Clerk of the County Court and Ex-Officio

Clerk of the Commissioners Court, Johnson County,

(Seal)

Texas.

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Be it remembered that on the 2<sup>nd</sup> day of November, 1948, a general election was held in all 29 voting precincts, in Johnson County, Texas, and the returns of said election was counted and tabulated at a regular meeting of the Commissioners' Court on the 8<sup>th</sup> day of November, 1948, and the motion of

Commissioner Wyatt and Seconded by Commissioner Evans, results of said election was approved and ordered to be placed of record on election book in the County Clerk office. All voted aye.

A motion was made by Commissioner Wyatt, seconded by Commissioner Evans, that Miss Dorothy Snelling be appointed County Home Demonstration Agent at a salary of \$1500.00 per year, payable in equal monthly payments, effective November 1<sup>st</sup>, 1948. All voted aye.

A motion was made by Commissioner Wyatt, seconded by Commissioner Evans, that the Commissioners Court authorize the expenditure of an amount of \$7,397.12 from the General Fund to the Johnson County Memorial Hospital to cover the cost of permanent equipment and non-recurring expenses paid out by the hospital. This amount is to be reimbursed to the General Fund by the Board of Managers of the hospital out of any surplus created above the operating expense of the hospital and is to be paid before said surplus funds are to be used for any further equipment. All voted aye.

A motion was made by Commissioner Wyatt, seconded by Commissioner Evans, that the bond of Allhands & Swatzell in the amount of \$19,337.84, payable to the Commissioners Court of Johnson County, acting through the County Judge, as security for contract for construction of a highway bridge over the Nolan River, Johnson County, Texas, dated July 1, 1948, be approved. All voted aye. The bond is as follows:

No. 2258390

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

KNOW ALL MEN BY THESE PRESENTS:

That Allhands & Swatzell, Inc. of Dallas, State of Texas, hereinafter called the Principal, and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, hereinafter called the Surety, ARE held and firmly bound unto Commissioners Court acting through the County Judge of Johnson County, State of Texas,



hereinafter called the Obligee, in the sum of Nineteen Thousand Three Hundred Thirty-seven and 84/100 (\$19,337.84) Dollars; for the payment whereof to the Obligee the Principal binds itself, its heirs, executors, administrators, successors, and assigns, and the Surety binds itself, its successors and assigns, firmly by these presents:

Signed, sealed, and dated this 1<sup>st</sup> day of July 1948.

Whereas The Principal and the Obligee have entered into a written contract, hereinafter called the Contract for construction of a highway bridge over the Nolan River, Johnson County, Texas dated the 1<sup>st</sup> day of July 1948, a copy of which is attached hereto:

NOW, THEREFORE, the condition of the foregoing obligation is such that if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of the Principal's failure to comply with any of the terms of the contract, then this obligation shall be void; otherwise it shall remain in force.

The foregoing obligation, however, is limited by the following express conditions the performance of each of which shall be a condition precedent to any right of claim or recovery hereunder.

1. Upon the discovery by the Obligee, or by the Obligee's agent or representative, of any act or omission that shall or might involve a loss hereunder, the Obligee shall give immediate written notice thereof with the fullest information obtainable at the time to the surety at its home office.

2. If the Principal shall fail to comply with the provisions of the contract to such an extent that the contract shall be forfeited, the Surety shall have the right and opportunity to assume the remainder of the contract and at its option to perform or sublet the same.

3. In the event of any breach of the provisions of the contract, the Surety shall be subrogated to all the rights and properties of the Principal arising out of the contract. All deferred payments, and any and all moneys and properties, that are then, or that may thereafter become, due to the Principal under or by virtue of the contract shall be credited upon any claim that the Obligee may make upon the Surety.

4. Legal proceedings for recovery hereunder may not be brought unless begun within twelve months from the time of the discovery of the act or omission of the principal on account of which claim is made; but if the Surety shall assume the performance of the contract, the period within which legal proceedings for recovery hereunder may be brought shall be deemed extended twelve months beyond the date of failure of the Surety to perform the said contract. If any limitation set forth in this condition is prohibited by the statutes of the state in which this bond is issued, the said limitation shall be considered to be amended to agree with the minimum period of limitation permitted by such statutes.

5. The Principal shall be made a party to any suit or action for recovery hereunder, and no judgment shall be rendered against the Surety in excess of the penalty of this instrument.

6. The Surety shall not be liable for any damages resulting from strikes or labor difficulties, or from mobs, riots, fire, the elements, or acts of God, or for the repair or reconstruction of any work or material damaged or destroyed by any such cause; nor for damages for injury to person; nor for the non-performance of any guarantees of the efficiency or wearing qualities of any work done or materials furnished or the maintenance thereof or repairs thereto; nor for the furnishing of any bond or obligation other than this instrument; nor for damages caused by delay in finishing such contract in excess of ten percent of the penalty of this instrument.

7. No change shall be made in the plans and specifications forming part of the contract that shall increase the amount to be paid to the Principal more than ten per cent of the penalty of this instrument, unless the surety's consent thereto shall be secured in writing.

8. The Obligee shall retain such proportion as the contract specifies that the Obligee shall or may retain of the value of all work performed or materials furnished in the prosecution of the contract (but not less in any event than ten per cent of such value) until the Principal has completely performed all the terms, covenants, and conditions of the contract to be performed by the Principal.

9. No right of action shall accrue hereunder to or for the use of benefit of any one other than the Obligee, and the Obligee's rights hereunder may not be assigned without the written consent of the Surety.

IN WITNESS WHEREOF this instrument has been executed by the duly authorized representatives of the Principal and the Surety.

ALLHANDS & SWATZELL, INC.

By J. P. Swatzell, President. (Seal)

THE FIDELITY AND CASUALTY COMPANY OF

NEW YORK

By Joseph A. Newcomb, Attorney (Seal)

The meeting adjourned.

Attest \_\_\_\_\_ County Clerk

\_\_\_\_\_ County Judge

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