

# 74

# Maryland Casualty Company

BALTIMORE

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned  
HAROLD YERKE - BOX 523, NORTH JACKSON, OHIO

(hereinafter called the Principal), as Principal, and MARYLAND CASUALTY COMPANY,  
BALTIMORE, MARYLAND, (hereinafter called the Surety), as Surety, are held and  
firmly bound unto

FRANK PAVLIGA, SID STACEY, HERBERT DE HOFF, JR., MIKE  
HUDAK AND RICHARD GREIER

in the penal sum of TWO THOUSAND, FIVE HUNDRED AND NO/100-----  
----- DOLLARS,  
(\$2,500.00-----), for the payment of which the Principal and the Surety bind  
themselves, their heirs, executors, administrators, successors and assigns, jointly  
and severally, firmly by these presents.

SIGNED this 25TH day of SEPTEMBER, 1967.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above  
named Principal did on the 21ST day of SEPTEMBER, 1967, enter into a contract  
with the FRANK PAVLIGA, SID STACEY, HERBERT DEHOFF, JR., MIKE HUDAK AND  
RICHARD GREIER, for furnishing the necessary labor and material to complete  
the installation of water line, hydrants and valves, on the East Side of  
South Turner Road Northward from Kirk Road for a distance of 1500 feet, in  
accordance with plans and specifications prepared by the Mahoning County  
Engineer,  
which contract is made a part of this bond the same as though set forth herein:

NOW, if the said HAROLD YERKE  
shall well and faithfully do and perform the things agreed by HIM to be done and  
performed according to the terms of said contract: and shall pay for all lawful  
claims of subcontractors, material men and laborers, for labor performed and materi-  
als furnished in the carrying forward, performing or completing of said contract:  
we agreeing and assenting that this undertaking shall be for the benefit of any  
material men or laborer having a just claim, as well as for the obligee herein:  
then this obligation shall be void, otherwise the same shall remain in full force  
and effect: it being expressly understood and agreed that the liability of the  
Surety for any and all claims hereunder shall in no event exceed the penal amount  
of this obligation as herein stated.

The said Surety, for value received, hereby stipulates and agrees that  
no change, extension of time, alteration or addition to terms of the contract  
or to the work to be performed thereunder or the specifications accompanying the  
same shall in any wise effect its obligations on this bond, and it does hereby  
waive notice of any such change, extension of time, alteration or addition to the  
terms of the contract or to the work or the specifications.

IN WITNESS WHEREOF, the above-bounded parties have executed this in-  
strument under their several seals, the name and corporate seal of each corporate  
party being hereto affixed and these presents duly signed by its undersigned  
representative, pursuant to authority of its governing body.

\_\_\_\_\_  
/S/ HAROLD YERKE  
Harold Yerke

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XXXX

MARYLAND CASUALTY COMPANY

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By /S/ ROBERT W. JONES  
Robert W. Jones, Attorney-in-Fact.

Principals Paid 500<sup>00</sup> as their share of cost  
Each additional top to be paid to county  
\$500<sup>00</sup>