BE IT REMEMBERED that on the 22nd day of October A D 1925 there was begun and holden within and for Upshur County Texas a special session of the Commissioners Court of Upshur County at which were present S J Moughon, County Judge; J B Woodfin, Commissioner Precinct No 1; B B Newsom, Commissioner Precinct No 2; J R Hinson, Commissioner Precinct Pre 3; L A Richardson, Commissioner Precinct No 4; Ramah Oliver, County Clerk; J W Bryce, Sheriff, when the following proceedings were had to wit;

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Court by unanimous vote adopted the resolution of this date of refund outstanding warrants $61500.00 as per resolution, which will follow;

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October 23rd 1925. Court in Special Session.

Court convened in speciall session October 23rd 1925 to supplement the tentative agreement agreeing to pay $500.00 attorneys fees as per supplement to original agreement which will follows;

October 27th 1925. Court in Special Session.

Moved and seconded that attached telegram be made part of contract passed by the Court on 22nd and 23rd October 1925, which resolution and supplement is as follows.

To The Commissioners Court of Upshur County Texas;

In connection with the present unsatisfactory status of your $61,500.00 of General Funding Road and Bridge Funding and Upshur County State Highway eight per cent (8%) warrants, dated Oct 1 1921 due serially from Apr 1 1923 to Apr 1 1931 inclusive, we make the following offer;

We will sell to you all the above described warrants with all coupons excepting such as are in judgment at par value, plus six per cent (6%) straight interest from due date of each warrant or coupon now past due. You are to first validate said warrants to the satisfaction of our attorney, as a basis for the subsequent refunding issues. You are to use the available funds on hand (credited to account of these warrants, approximating $20,000,00) to reimburse us as provided below for the expenses of a new issue, and the balance to retire as manu as possible of the above described outstanding warrants or the matured coupons thereon.

We further agree to purchase at par and accrued interest the respective refunding issues of six per cent warrants dated Nov 1 1925 and due serially without option May 1 1927 to May 1 1947, in such amounts annually as the county may name; said warrants are to pay interest on May 1 1926 and semiannually thereafter on Nov 1 and May 1 of each year at the Hanover National Bank of New York City.

You are to allow us at the time of exchange of the above warrants, for legal printing and other expenses, all of which we will defray, and in consideration of the premises, a sum computed at the rate of 7 cents on each dollar of new refunding warrants issued. All proceedings had in connection with this matter are to be at the direction or with the approval of our attorney.

This agreement becomes binding upon the Guarantee Title and Trust Company, Wichita Kansas, upon confirmation of acceptance by Mr Robert Campbell, president by November 2 1925.