

V.

Principal and interest shall be payable upon presentation and surrender of bonds or proper coupons in lawful money of the United States at the office of the Treasurer of the State of Texas at Austin, Texas, or at office of county treasurer of the State of Texas at Austin, Texas, or at office of county treasurer of Upshur County, Texas, or at Hanover Nat'l Bank in the city of New York, State of New York, at the option of the holder.

VI.

Said bonds shall be signed by the county judge, countersigned by the county clerk and registered by the county treasurer, and the seal of of the commissioners court shall be impressed upon each of them; the facsimile signatures of the county judge and county clerk may be lithographed on the coupons.

VII.

The form of each of said bonds shall be substantially as follows:

THE UNITED STATES OF AMERICA,

STATE OF TEXAS.

County of Upshur

Common School District No. 44 Schoolhouse Bond.

THIS IS TO CERTIFY that the County of Upshur, in the State of Texas for and on behalf of Common School District No. 44 of said county, hereby promises to pay to bearer 20 years from date hereof the sum of One Hundred (\$100.00) dollars, in lawful money of the United States of America, together with interest thereon from the date hereof at the rate 5 per cent per annum, payable on the 10th day of April of each year, principal and interest payable upon presentation and surrender of bond or proper coupon at the office of the Treasurer of the State of Texas at Austin, Texas, or at office of county treasurer of Upshur County, Texas, or at the Hanover Nat'l Bank in the city of New York, State of New York, at the option of the holder.

This bond is one of a series of 8 bonds, numbered consecutively from 1 to 8 inclusive of the denomination of One Hundred (\$100.00) dollars each, aggregating Eight Hundred (\$800.00) issued by the commissioners court of said county on the faith and credit of Common School District No. 44 of said county, Upshur for the purpose of (d) constructing and equipping an addition to the public free school building of wooden material for said Common School District No. 44 under and by virtue of Chapter 13, Title 49, R. S., 1925, and the Constitution and laws of said State, and in pursuance of an order passed by the commissioners court of said county on the 16 day of April 1928, which order is of record in book 6, pages 473, of the minutes of said court.

The said Common School District No. 44 has and hereby reserves the right to redeem this bond at any time after 5 years from its date by paying principal and accrued interest, and, in case the same shall be called in for redemption before maturity, notice thereof in writing shall be given by the President of the District Trustees of said Common School District No. 44 to the county treasurer of said county at least thirty days before the date fixed for redemption, and should this bond not be presented for redemption it shall cease to bear interest from and after the date so fixed for redemption.

The date of this bond, in conformity with the order above mentioned, is the 10th day of April 1928.

AND IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done precedent to and in the issuance of this bond have been properly done, happened and performed in regular and due form as required by law, and that the amount of this issue of bonds does not exceed any constitutional or ~~statutory~~ statutory limitation.

In testimony whereof, said commissioners court of Upshur County has caused the seal

feet for all except gate and corner posts and they are to be eight feet long and one foot through at the top, gate and corner posts to be well braced. All fence posts to be at least eighteen inches in the ground and corner and gate post to be at least three feet in the ground and all work to be done in a workman like manner; said fence to consist of five wires, to be stretched tight and to be first class in every way. The party of second part to build all gates and stock gaps; said fence to be built on the line of Upshur County school land or as instructed by Upshur County through its duly authorized representatives.

Party of first part and party of second part agree this contract supplements the contract entered into between Upshur County, by and through its officers, S. J. Moughon, County Judge, and commissioners, and J. L. Anderson of Fort Worth on the 11th day of April, A. D. 1927, which is of record on Pages 417 and 418, Minutes Commissioner's Court, Upshur County, Vol. No. 6. It is agreed by all parties to this supplement contract that no change in original contract between Upshur County and J. L. Anderson, as mentioned above is made except what is written into this supplemental contract.

Party of first part agrees that party of second part shall retain out of moneys owing party of first part all moneys party of first part owe party of second part for building the above fence each pay day on grass lease. Party of first part agrees that party of second part shall pay moneys due party of first part on grass lease on 1st day of May and 1st day of November, of each year. After party of first part has accepted the fence, until the expiration of this contract, party of second part shall retain for building the fence the amount as mentioned above in contract.

Party of second part agrees to take all material off the hands of party of first part at cost of material to party of first part, and party of second part agrees to give party of first part credit on amount due party of second part for fencing, after fencing has been accepted by party of first part. Party of second part agrees to take the material where it is now located after it has been checked out to party of second part by party of first part.

Party of second part agrees to notify party of first part before each grass lease pay day so party of first part may check fence completed.

It is understood by both parties to this contract that this contract does not apply where lines are in litigation.

It is understood that in the building of fences herein mentioned by party of second part that he is to put the dirt around said posts back into the hole and tamp same; all posts are to be flattened on the end that is placed in the ground.

Witness our hands this day and year aforesaid, executed in duplicate.

S. J. Moughon County Judge

Com. Precinct No. 1 J. B. Woodfin
Com. Precinct No. 2 J. M. Moon
Com. Precinct No. 3 J. R. Hinson
Com. Precinct No. 4 J. M. Seago

Parties of First Part.

J. L. Anderson

Party of Second Part.

The State of Texas
County of Tarrant

Before me, the undersigned authority, on this day personally appeared J. L. Anderson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 23rd day of May A. D. 1928.

