

The form of interest coupons attached to each of said warrants shall be substantially as follows:

NO _____ ON THE 15th DAY OF _____ 19 _____ \$ _____

the County Treasurer of Upshur County, Texas, will pay to the R.B. George Machinery Company or bearer at the Central Hanover Bank and Trust Company New York, City, N.Y. the sum of _____ (\$ _____) Dollars, out of "Special Road Warrant Fund" said sum being _____ Months interest due that day on Upshur County Road Warrant dated September 15th 1932, to which this coupon is attached and a part thereof.

WARRANTY NO _____ COUNTY JUDGE. _____ County Clerk.

On the back of each of said warrants there shall be printed the following:

For Value Received, the R.B. George Machinery Company, hereby transfers, sells and delivers the within warrant, together with interest coupons annexed, to bearer without recourse on it, and the bearer hereof is hereby subrogated to all claims, liens, rights and title, whether at law or in equity, which are or may be secured to it by said warrant and the contract by authority of which same was issued, and the bearer hereof is authorized to collect the same and to give full receipt and acquittance therefor.

R. B. GEORGE MACHINERY COMPANY

By _____

IT IS FURTHER ORDERED by the Commissioners' Court that for the payment of the principal and interest of said warrants as same matures, a fund be and the same is hereby made and created and shall be set aside out of any monies coming into the Road and Bridge Fund, from what-so-ever source not heretofore appropriated, including advalorem Road and Bridge Taxes, automobile license taxes, fines, penalties, forfeitures, etc, which fund shall be used for no other purpose; that to create said fund for the payment of said principal and interest, there is hereby appropriated out of any monies coming into the Road and Bridge Fund from what-so-ever source not otherwise appropriated, including the setting aside thereto monies from other clauses of funds in the Road and Bridge Fund, the following sums of money for the years herein after indicated to-wit:

FOR THE YEAR	PRINCIPAL	INTEREST
1934	\$ 600.00	\$78.00
1934	1000.00	120.00
1935	500.00	60.00
1936	500.00	30.00

which respective sums of money shall be and are hereby set aside out of the Road and Bridge Funds of said County for said respective years, and the County Treasurer shall not pay out any of said sums except for the payment of principal and interest of said warrants.

Gus Morris, County Judge.
Ervin Cobb, Commr. Prect. #1.
M. F. Robinson, Commr. Prect. #2.
T. B. Thompson, Commr Prect. #3
C. C. Hart, Commr Prect. #4.

THE STATE OF TEXAS |
COUNTY OF UPSHUR |

I, W.M. Smith County Clerk and Ex-Officio Clerk of the Commissioners' Court of Upshur County, Texas, hereby certify that the above and foregoing is a true and correct copy of an order passed by the Commissioners' Court of Upshur County, Texas, on the 12th day of September 1932, at a regular term of said Court at which all members thereof were present as the same appears of record in Book 7 Page 178 et seq of the Minutes of said Court.

Given under my hand and seal of said Court, this the 8 day of December 1932.

W.M.SMITH, County Clerk and
Ex-Officio Clerk of the Commissioners' Court of
Upshur County, Texas.

(SEAL).

By Ruth Hudgins, Deputy.

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Court Convened in Regular session on Dec. 12, 1932.

It is ordered by the Court that W. G. Wilson, be hired to make a complete audit of the books of Upshur County from May 1, 1931 to & including December 31, 1932.

THE STATE OF TEXAS
COUNTY OF UPSHUR

BE IT REMEMBERED, That on the 13 day of June A.D. 1932, the Commissioners' Court of Upshur County, Texas, sitting as a Board of Equalization, convened in final hearing for the purpose of reviewing all renditions made to said Upshur County, Texas, for the year 1932, and to hear evidence pertaining to the value of the properties of any of the hereafter named persons, companies or corporations, and after final hearing it is hereby ordered by the Commissioners' Court of Upshur County, Texas, sitting as a Board of Equalization, that the Tax Assessor of Upshur County, Texas, is hereby instructed and directed to raise the values of the properties of the following named Companies, persons or Corporations, as follows:

NAME	RENDERED VALUE	FINAL VALUE.
Argo Royalty Company	\$2,549.00	\$8,140.00
Arcadia Refining Co.	8,000.00	20,000.00
American Central Oil Co.	200.00	6,750.00
Aransas Fuel Oil Co.	650.00	6,020.00
Amerada Petroleum Corp.	1,793.00	28,690.00
Alma Petroleum Co.	12,915.00	12,915.00
American Tele & Tele Co.	880.00	1,000.00
Arkansas Louisiana P/L Co	6,530.00	11,440.00
Atlantic Pipe Line Co	500.00	990.00
Ark Oil Company	5,000.00	44,720.00
Atlantic Oil Producing Co.	24,600.00	294,550.00
Bailey & Trimble	1,432.00	2,940.00
Barnsdall Oil Company	15.30	150.00
Becker, Mrs. E. P.		1,570.00
Bracken, J. A.	2,916.50	11,665.00
Brazos Oil Corp.	905.00	2,210.00
Brown, C. L.		5,000.00
Bry-Tex Oil Co.	140.00	140.00
Buckly, A. M.	20.00	20.00
Blankenship G. T.	1,240.00	2,360.00
Blankenship G.T.	4,232.00	12,075.00
Blake, M. B.	200.00	2,300.00
Buttram, Frank	7,339.63	174,781.00
Caldwell, W. H.	213.00	1,730.00
California Petroleum Corp.	45,500.00	536,010.00
Canadian Royalties Co.	4,203.10	16,050.00
Castleberry Jack	120.00	340.00
Case Pomaroy & Co	800.00	2,730.00
Catlett, J.G. Inc.	6.00	100.00
Caston, M. C.	2,916.50	11,665.00
Champlin & Bass, Inc.	1,400.00	4,200.00
Chatham Oil Company	3,850.00	41,440.00
Chizum, Gaylord H.		50.00
Clark & Cowden Drilling Co.	5,550.00	73,870.00
Clark & Cowden & Iron Mt. Oil Co	1,050.00	11,680.00
Byrd-Frost, Inc.	1.00	10.00
Byrd-Frost, Inc.	218.00	2,180.00
Columbia Royalty Co.	825.00	2,730.00
Collins, L. C.	517.50	2,090.00
Conservative Oil Co	14,000.00	112,860.00
Cosden Oil & Gas Co	250.00	1,025.00
Danciger Oil & Ref. Co.	1,944.75	133,360.00
Cranfill-Reynolds Co.	3,895.00	128,545.00
Curtis, C. C.	29,618.50	11,665.00
Darby Petroleum Co	868.25	4,880.00
Dickerson, C.L.	100.00	1,520.00
Deep Rock Oil Corp.	350.00	690.00
Droppleman Drilling Co.	1500.00	1,500.00
Devonian Oil Co.	6.00	60.00
East & Unstedt.		4,120.00
East Howard, Trustee		2,150.00
East Texas Refining Co.	5,850.00	75,800.00

NAME	RENDERED VALUE	FINAL VALUE
Elliot, Harry W.	40.00	26,320.00
Elm Oil Company, et al	717.50	42,980.00
Empire Gas & Fuel Co.	515.00	890.00
Everett Oil Co.	100.00	43,300.00
Falcon Company	3,015.00	8,980.00
Falvey, J. C.	200.00	13,500.00
Farish, S. P. Trustee	1,000.00	4,410.00
Feazel-Davenport Corp.		92,090.00
Fidelity Oil & Roy. Co.	6,780.00	11,000.00
Fleethorn Oil Corp.	167.99	24,120.00
Gulf Pipe Line Co.	27,220.00	27,220.00
Gulf States Tele Co	1,500.00	1,500.00
Gaines, Frank	518.79	6,730.00
Galvez Oil Corp.	21,500.00	91,720.00
Gardner Jas. H.	50.00	2,490.00
Gibson Oil Corp.	16,500.00	29,400.00
Gilliland, A.W.	240.00	745.00
Glasscock, C. G.	475.00	2,720.00
Goggins, Grady,	2,107.50	7,365.00
Gulf Production & Humble	635.00	5,965.00
Gulf Refining Co.	4,710.00	9,760.00
Gulf Production Co.	500.00	3,490.00
Gulf Pipe Line Co.	50,000.00	84,150.00
Hawkeye Petroleum Corp.	1,450.00	4,560.00
Heyser & Heard	211.00	220.00
Hing, Wong	10.00	60.00
Houston Oil Co	190.00	260.00
Huggins, J. E.	485.00	430.00
Humble Pipe Line Co.	10,230.00	16,190.00
Humble Oil & Ref. Co.	365,490.00	2,069,630.00
Interstate Royalty Corp.	8,500.00	20,580.00
Jay-Kay Oil Co.		30,990.00
Johnston, Replogle & Johnston	280.00	8,400.00
Jones-O'Brien, Inc.	567.40	590.00
Igo, L. H.		40.00
Igo, R. E.		190.00
Johnson, T.C.	400.00	1,375.00
Kite, W.C.	29.00	60.00
Koenig, E. J.	167.54	170.00
Kunkal, Lucille		400.00
Lanier-Wheless Corp.	209.00	510.00
Laub, George		9,120.00
Laub, Geo.		15,190.00
Leavell, John H.		4,220.00
Lester & Duffield,		15,000.00
Long Joe Drilling Co.	2,500.00	4,000.00
Luling Oil & Gas Co.	25.00	25.00
Magnolia Petroleum Co.	79,280.00	936,105.00
Margay Oil Corp.	4,630.00	68,870.00
Marr, M. H. & Danman		70.00
Matter, Robert	59.00	430.00
McCarter, R. A.	2,916.50	11,665.00
McBride, W. C. Inc.	124.00	6,130.00
MacDonell, J. A.	100.00	60.00
McFarlin, E.B.	5,102.50	4,940.00
McKinney, W.E.	2,916.50	11,665.00
Mid-Continent Pet. Corp.	2,500.00	2,420.00
Mudge Oil Co.	274,200.00	417,060.00
Murphy, O. G.		2,280.00
Murphy, J. W.	380.00	380.00
Murphy & McKernan, et al	70.00	39,595.00
Neustadt, D. W.	2,250.00	3,530.00
North Central Texas Oil Co.	3,366.00	7,180.00
Ohio Fuel Supply Co.	50.00	50.00
Peckham Oil Co.	26,182.50	123,630.00
Perren & Fell	1,100.00	18,130.00
Petro Royalty Corp.	129.50	510.00
Pitkin-Goldston Oil Co.	140.00	950.00
Pittsburg Petroleum Co.	426.00	3,640.00
Portland Oil Co.	700.00	1,375.00
Prairie Oil & Gas Co.	50.00	405.00
Premier Royalty Co., Inc.	5,437.00	19,680.00
Rancho Oil Co.	15,872.00	286,740.00
Republic Insurance Co.		2,500.00
Reynolds, J. D.		46,120.00
Roark, H. M.	400.00	430.00
Roberts Production Co.	12,500.00	64,790.00
Roeser & Pendleton, Inc.	7,333.05	57,105.00
Rowan & Nichols Oil Co.	200.00	2,180.00
Southwestern Bell Tele Co.	12,000.00	15,000.00
Sinclair Texas P/L Co.	980.00	1,000.00
Shell Pipe Line Corp.	1,250.00	2,800.00
Southwestern Gas & Elec. Co.	66,650.00	66,650.00
Southwest Tel. Co.	16,000.00	25,000.00
Sun Pipe Line Co.	594.00	930.00
Schermerhorn Oil Co.	800.00	2,220.00
Schroeder, T. S.	12.50	3,750.00
Shano Oil Co.	6,800.00	57,285.00
Sikes, Louis	6,750.00	47,670.00
Simms Oil Co.	30,235.00	162,860.00
Simpson, J. R.	1,253.00	4,570.00
Sinclair Refining Co.	800.00	2,200.00
Smith W. Bruner	1,788.00	5,390.00
Smith, E.L.	100.00	2,960.00
Snowden & McSweeney Co.	970.00	3,445.00

NAME	RENDERED VALUE	FINAL VALUE.
Sorrells Oil Corp.		7,500.00
Southern Cities Distributing Co.	8,520.00	12,800.00
Stanolind Oil & Gas Co	7,839.00	101,740.00
Stieren, L. W.	167.54	90.00
St Marys Oil & Gas Co.	628.00	1,720.00
Stoddard, J. B.	4,000.00	31,500.00
Sun Oil Company	22,855.00	220,800.00
Sabinas Oil Corp.	8,900.00	134,890.00
Salome-Cooper, Inc.		123,125.00
Saltmount Royalty Corp.	4,971.83	14,415.00
Smith E.L. Oil Co. Inc.	490.00	16,830.00
Shell Petroleum Corp.	1,396.00	466,730.00
Southland Royalty Co.	27,750.00	80,835.00
Texas Pipe Line Co.	5,150.00	7,750.00
Tarver, A. H. et al	4,750.00	15,610.00
Texman Refining Co.		5,060.00
Terrell, W. H.	100.00	220.00
Texas Company	10,050.00	23,360.00
Texas Pacific Coal & Oil	15,420.00	15,420.00
Texnia Oil Co.	6,075.00	29,430.00
Trapp, M.E.	200.00	485.00
Trico Oil Company	2,750.00	43,000.00
Turman Oil Co.		22,435.00
Turner, W. F.	30.00	300.00
United Gas Public Serv. Co.	52,240.00	60,500.00
Union Oil Co.	34.00	100.00
Unsted Mrs. Edna		1,370.00
Unstedt, M.		1,370.00
Vickers, R. N.	50.00	80.00
Western Union Tel Co.	10,470.00	10,470.00
Wadley, J. K.		3,190.00
Wadley, Mrs. Susie L.	26.50	30.00
Word Geo. & Nannie		4,240.00
Welch, E. A.	9,345.00	16,780.00
Warner-Quinlan Co.	470.00	470.00
Wentz, L. H.	500.00	500.00
Noble J. M. & Westervelt		490.00
Westheimer & Daube	191.40	81,338.00
Wilcox H. F Oil & Gas Co		10.00
Willock Curtis M.	200.00	11,080.00
Wittmer Oil & Gas Properties	4,650.00	1,500.00
Yount-Lee Pipe Line Co.	594.00	930.00
Young Bros & Alexander Ins.,	1,100.00	15,230.00
Yount-Lee Oil Co.	142.60	1,430.00
Adkins, A. D.	780.00	4,480.00
Adkins, R.A.	680.00	8,430.00
Brooks, Carrie	360.00	520.00
Burns, Burnett	200.00	200.00
Bruster, Sid.		1,660.00
Blackwell, N. W.	600.00	5,980.00
Burrough, I.M.	1,432.00	11,230.00
Brawley, W.L.		2,200.00
Callahan, Anna	1,110.00	1,390.00
Credelle, T.W.		800.00
Deering, A. G.	360.00	18,410.00
Dobie, Mrs. B.	750.00	9,100.00
Davis, Isaiah (H)		430.00
Greer, Otis	150.00	450.00
Hargraves, John	2,810.00	7,910.00
Jones, W. H.	800.00	1,430.00
Johnson, E.F.		1,000.00
Johnson, Led.		1,770.00
Loyd, D. T.	620.00	1,220.00
Loden, J. T.	290.00	290.00
Landers, C. C.	1,475.00	34,360.00
Landers, W. M.	460.00	7,520.00
Loden, Vida	200.00	2,400.00
Loden, A. R.	310.00	6,550.00
Moyers, H. W.	1,340.00	7,680.00
Miller, Joe	1,620.00	11,530.00
Miller, L. B.		3,820.00
Mattox, Maye	570.00	5,550.00
Mackey, C. J.		2,810.00
Mackey, L.L.	850.00	1,350.00
Mackey, T.L.		1,800.00
O'Byrne, John Est.	8,160.00	39,970.00
Porter, D. A.	520.00	17,010.00
Phillips, Kess		7,340.00
Phillips W. M.		2,530.00
Phillips, J. F.		3,320.00
Phillips, A. O.	1,020.00	19,150.00
Rash, Sid Estate	1,290.00	1,390.00
Ramey, T. C.	200.00	3,030.00
Richardson, J.D. Est.	750.00	3,830.00
Smith, D. F.	14,020.00	14,420.00
Shelton, D.C.	430.00	510.00
Shelton, C.T.	1,290.00	1,310.00
Salter, S. C.	590.00	590.00
Smith, Ed.	1,020.00	1,020.00
Smith, G.M. Est.	1,430.00	12,930.00
Sanders, A. J.		8,770.00
Smith, E.W.	440.00	4,810.00
Smith O. F.	800.00	21,150.00

NAME	RECORDED VALUE	FINAL VALUE.
Stevens, I. N. Est.	100.00	21,150.00
Shelton, A. L.	680.00	2,570.00
Starr, E. L.	750.00	1,430.00
Smith, W. F.	1,130.00	1,600.00
Smith, J.M.	800.00	11,100.00
Starr, W. E.	840.00	1,330.00
Tuttle, J.N.	1,060.00	1,060.00
Taylor, J.N.	460.00	9,150.00
Webb, J.B.	760.00	5,795.00
Wells, Thomas,	630.00	9,280.00
Webb, T. A.	418.00	5,300.00
Williams, Earl		1,160.00
Walker, Clarence	1,030.00	13,150.00
Watt, Mrs. E. A.	980.00	1,350.00
Williams, Jim	540.00	1,240.00
Watkins, V. J.	1,155.00	2,480.00
Watkins, A. J.	1,220.00	12,200.00
Williams, Adam	450.00	1,730.00
Williams, John	700.00	3,140.00
Younce, J.W.L.	610.00	810.00
Free, J. W.	5,220.00	70,790.00
Fenton, H.	2,930.00	10,820.00
Bland, Wm. Est.	500.00	11,090.00
Brawley, E. H.		15,620.00
Collins, T. M.	1,200.00	6,240.00
Falvey, Dr. J.W.	140.00	5,250.00
Flewellen, J. J.	2,580.00	20,300.00
White, Louella		5,660.00
Jenkins, Mrs. Anna Lee	260.00	1,580.00
Mackey, Mrs. R. J.		3,420.00
Whitehurst, H. F.	480.00	830.00
Willeford, Mrs. C. L.	430.00	430.00
Shepperd, J. H.	80.00	8,040.00
Stintchoomb, T. B.		7,750.00
Hampton, H.	350.00	23,470.00
Hamilton, E. H.		5,060.00
Republic Insurance Co.		1,040.00
Ray H. C. & Jim	4,470.00	4,470.00
Everett, J.L. Est.	5,550.00	7,200.00
Edwards, Geo. Est.	590.00	8,650.00
Dunbar, T. J.		1,380.00

Filed December 23, 1932,
W.M. Smith, county Clerk,

AGREEMENT, BETWEEN *Robert J. Smith*
E. S. PRITCHARD & COMPANY, & UPSHUR CO.

THE STATE OF TEXAS
COUNTY OF UPSHUR

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, The Commissioners' Court of Upshur County, Texas, has contemplated the employment of skilled experts in the matter of appraisal and valuations of oil and gas properties in said County, and the compilation of records showing the record owner of all oil and gas producing properties in said County, for the convenient and information of the Board of Equalization of said County, in equalizing the values of such properties as of January 1, 1933 as compared with all other property valuations in said County for tax assessment purposes, and

1.

WHEREAS, it has been ascertained and determined that E. S. Pritchard & Company, of Ft. Worth, Texas, are skilled in such matters, and have scientific and technical knowledge in the matter of appraisals and valuations of such properties for tax assessments, and it is the purpose of the Commissioners' Court of Upshur County, Texas, to employ the services of the said E.S. Pritchard & Company for said purpose:

2.

IT IS THEREFORE AGREED by and between Upshur County, Texas, acting herein by and through its Commissioners' Court, Party of the First Part, and E.S. Pritchard & Company of Ft. Worth, Tarrant County, Texas, party of the Second part, as follows:

Party of the Second Part agrees to compile a list of the record owners of all producing oil and gas properties wherever situated and located in said Upshur County, Texas, and undeveloped leases and royalty interests adjacent thereto, as of January 1, 1933; said compilation and record to show the particular interest or interests therein owned.

3.

Second Party further agrees to secure for First Party, all information possible and

available for the use of First Party, sitting as a Board of Equalization, in determining the proper valuations to be fixed upon such properties for assessment and taxation purposes, and generally to compile such information as shall be of aid and benefit to said First Party in equalizing the values of such properties for taxation. Said party of the Second part agrees to meet with the Commissioners' Court of Upshur County, sitting as a Board of Equalization, and to furnish said Board with all the information secured by them during their investigations for the purposes of equalizing the assessments of said properties. Party of the Second part also obligate itself to make a survey of all pipe lines, refineries, gasoline, plants, tank farms tankage, storage, carbon black plants, supply houses, and all other properties of value used in connection with said oil and gas development, including transportation facilities, etc., and to furnish expert testimony, in event of tax suits over valuation of any of the above described properties.

4.

FOR AND IN CONSIDERATION of the skilled services, technical knowledge and experience of Second Party in the performance of the obligations devolving upon it hereunder, First Party agrees and obligates itself to compensate Second Party in the manner following;

Said Second Party shall receive an amount, to be paid out of the General Fund of Upshur County, Texas, equal to Five cents on the One Hundred Dollar Valuation, for the year 1933, not to exceed Fifteen Million (\$15,000,000.00) Dollars, and Four cents on each One Hundred Dollar valuation in excess of Fifteen Million (\$15,000,000.00) Dollars, covering oil properties or other mineral interest only, as fixed and approved by the Board of Equalization of Upshur County tax rolls, for the year 1933.

"Oil Properties", as herein used, is understood to include oil, gas sulphur deposits, plants storage, all pipe lines, refineries, gasoline plants, tanks and tank farms, tankage, storage oil, carbon, black plants, supply houses, drilling rigs, derricks, oil and gas leases, royalty interest in land, developed and undeveloped, and all other property of whatever character or value, used in connection with oil and gas development, including transportation facilities, etc.

5.

Payments in the form of a warrant or warrants legally drawn against the General Fund of said County, shall be made on this contract from time to time as the work progresses, & when taxes are paid.

And, upon completion of said work, and after final action has been taken by the Commissioners' Court, sitting as a Board of Equalization, the Commissioners' Court of Upshur County, Texas, hereby agrees to issue, or cause to be issued to E.S. Fritchard & Company, a warrant or warrants drawn against the General Fund of said Upshur County, Texas, for the balance due as provided herein, based on the total value of all "Oil Properties" as agreed upon and fixed by the Board of Equalization for the year 1933. All of said warrants to be payable out of receipts and anticipated receipts from taxes levied for General County purposes, and from receipts from other sources coming to said General Fund for the year 1933, and to provide for the payment of said warrants such an amount of money as is necessary for said purposes, and do hereby set aside and appropriate out of the moneys in, or which shall come into the said General Fund. And the Party of the First Part hereby specifically contracts and obligates itself to, at any time same may become necessary, pass and enter of record, such orders as may be proper and necessary to legalize and facilitate the payment of all sums due payment of the Second Part for work performed under this contract.

6.

The said E.S. Fritchard & Company further agrees that in no way shall the said Upshur County be obligated to said E.S. Fritchard & Company, or its assistants, for salaries, expenses,

or material, except as above stated.

WITNESS our hands in Duplicate, the 12 day of Dec. A.D. 1932.

COUNTY OF UPSHUR, STATE OF TEXAS,
Party of the First Part,

By Gus Morris, County Judge.

Ervin Cobb, Commissioner Precinct Number 1,
M. F. Robinson, Commissioner Precinct Number 2.
T. B. Thompson, Commissioner Precinct Number 3.
G. C. Hart, Commissioner Precinct Number 4.

ATTEST:

W.M. Smith, County Clerk,
Upshur County, Texas.
(SEAL).

E. S. FRITCHARD & COMPANY,
Party of the Second Part.

By E. S. Fritchard, President.

Filed December 12, 1932,
W.M. SMITH, County Clerk.

AGREEMENT BETWEEN

UPSHUR COUNTY, & E. W. HUNT.

STATE OF TEXAS

COUNTY OF UPSHUR

KNOW ALL MEN BY THESE PRESENTS:

That this Lease Contract and Agreement for Grazing Purposes made and entered into by and between the Commissioners Court of Upshur County, Texas, pursuant to an order of said Court made and entered on the minutes of said Court, and E.W. Hunt of Young County, Texas, and in consideration of the mutual promises and agreements herein set out:

WITNESSETH:

1. That Upshur County hereby leases and lets to the said E.W. Hunt, for grazing purposes only, and for a term of five and 1/2 (5-1/2) years, beginning on Nov. 1st A.D. 1932 and ending April 30th A. D. 1938, the following described land lying and being situate in Throckmorton County, Texas, to-wit:

Being the South Upshur Pasture and containing 7865.8 acres of land, and being a part of the four leagues of Upshur County School Land, the part herein leased lying and being in Throckmorton County, Texas,

2. The annual rental for such lease is and shall be the sum of Thirty (30) cents per acre payable semi-annually in the amount of Fifteen (15) cents per acre; the total payable each six months in advance for the entire lease herein described is the sum of Eleven Hundred and Eighty (\$1180.00) Dollars, and receipt is hereby acknowledged and confessed by Upshur County of the payment of such sum of \$1180.00 for the six month period beginning Nov. 1st A.D. 1932 hereunder. Hereafter during the term of this lease such amount of \$1180.00 shall be paid on 1st days of each May and November respectively, covering the respective six month period of this lease.

3. Failure on the part of the said E.W. Hunt to pay any of said installments of rental hereunder, shall entitle Upshur County to forfeit the balance of the term of this lease, at the option of said County Commissioners Court, and in such event said lease shall then be let for the remainder of the term herein mentioned, for the best terms obtainable therefor, and in such event the said E.W. Hunt shall be liable for the balance if any, remaining as an unpaid difference between the rental provided in this lease, and the amount for which said County may let said land in case of such forfeiture.

4. All improvements heretofore made and now on the herein leased land shall remain the property of Upshur County, as well as all improvements that may be made thereon by E.W. Hunt his heirs and assigns, during the term of this lease; This includes all fences, cross-fences, corrals, tanks, etc.. as well as all other improvements. It being understood and agreed however in this connection, that if any outside fencing is necessary on said land, that

then and in such event Upshur County shall bear the reasonable costs thereof, which may be deducted from any succeeding rental payment hereunder by the said E.W. Hunt, in the event he does such fencing or causes it to be done,

5. Upshur County reserves all oil, gas and mineral rights under such land, and the right and privilege to make leases for mineral development purposes on any part of said land, or all of same. However in this connection, if the oil, gas or mineral development on said land or any part thereof shall become such that E.W. Hunt, in his discretion, cannot use same for grazing purposes under this lease, then such part so made impracticable for grazing purposes by reason of mineral development thereon, shall be deducted from the total acreage of this lease, and no rental for grazing purposes hereunder shall be further payable under the terms of this lease, for that part made impracticable, in the discretion of E. W. Hunt, for grazing purposes. In no event shall any such mineral lessee have the right to use water on said lease herein granted from any water hole or tank now on said land or which may be constructed thereon by E. W. Hunt or his heirs or assigns.

6. With reference to the building of outside fences, as provided in Par. No. 4, above, for which Upshur County is to stand the expense, it is understood that no such charge shall be made against Upshur County without first the approval for such fencing is given by the Commissioners Court.

7. This lease contract is binding alike upon the parties hereto, and their successors, heirs and assigns.

Executed in duplicate originals this _____ day of November A. D. 1932.

Gus Morris,	County Judge,	Upshur County, Texas.		
Ervin Cobb,	Com. Preet. No.1	"	"	"
	Com. Preet. No.2	"	"	"
T. B. Thompson	Com. Preet. No.3	"	"	"
G. C. Hart,	Com. Preet. No.4	"	"	"
E. W. Hunt, Lessee.				

STATE OF TEXAS
COUNTY OF UPSHUR

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Gus Morris, County Judge, of Upshur County, Texas, and Ervin Cobb, T. B. Thompson, G. C. Hart, Commissioners of Upshur County, Texas, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacities therein set forth.

Given under my hand and seal of office this 13 day of Nov. A.D. 1932.

W. M. Smith, Co. Clk, in and for
Upshur County, Texas.

(SEAL)

STATE OF TEXAS
COUNTY OF YOUNG

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared E.W. Hunt, 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 16th day of Nov. A. D. 1932.

E. G. Thornton, Notary Public

(SEAL).

in and for Young County, Texas.

AGREEMENT BETWEEN
UPSHUR COUNTY AND J. A. YOUNG.

STATE OF TEXAS

COUNTY OF UPSHUR

KNOW ALL MEN BY THESE PRESENTS:

That this lease contract made and entered into by and between Upshur County, Texas, acting by and through Gus Morris, its County Judge thereunto duly authorized by the Commissioner's Court of Upshur County, Texas, and J.A.Young, of Megargel, Texas,

WITNESSETH:

1. That Upshur County does hereby lease and let to the said J.A.Young for grazing purposes only for a term of five and one half (5½) years beginning November 1, 1932 and ending April 30th 1938, the West one half of the North Upshur County School Land laying and being situated in Baylor and Throckmorton Counties and containing 9847.8 acres of land. The west one half of this land containing 4923.9 acres.

2. For and consideration of said lease, the said J.A. Young hereby agrees and promisea and obligates himself, his heirs and assigns to pay to Upshur County, Texas, at Gilmer, Texas, the sum of Thirty Two cents (32¢) per acre annually. This payment to be made semi-annually as follows: Sixteen cents (16¢) per acre or \$787.82 due and payable on May 1st of each year and like amount due on November each year during the life of the lease. Failure of J.A.Young to pay any of said installments of rental hereunder, shall entitle Upshur County to forfeit the balance of the term of this lease, at the option of the County Commissioners Court, and in such event said lease shall then be let for the remainder of the term herein mentioned, for the best terms obtainable therefor, and in such event the said J.A. Young shall be liable for the balance, if any, remaining as an unpaid difference between the rental provided, in this lease, and the amount for which said County may let said land in case of such for forfeiture.

3. All improvements heretofore made and now on the herein leased land shall remain the property of Upshur County, as well as all improvements that may be made thereon by the said J. A. Young, his heirs and assigns, during the terms of this lease; this includes all fences, cross fences, corrals, tanks, etc., as well as all improvements. It being understood and agreed however in this connection, that if any outside fencing is necessary on said land, that then and in such event Upshur County shall bear the reasonable cost thereof, which may be deducted from any succeeding rental payment hereunder by the said J.A. Young in the event he does such fencing or causes it to be done. It is understood that charge shall be made against Upshur County without first the approval for such fencing is given by the Commissioners Court.

4. It is distinctly understood that Upshur County reserves all mineral rights and oil rights and to said property, such rights being specifically expepted and reserved to the County

Witness the signatures for the parties hereto and the seal of Upshur County, this _____ day of November 1932.

UPSHUR COUNTY, TEXAS

By Gus Morris, County Judge.

J. A. Young.

STATE OF TEXAS

COUNTY OF UPSHUR

BEFORE ME, the undersigned authority, on this da personally appeared Gus Morris, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Upshur County, Texas, and as the County Judge thereof, and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13 day of November 1932.

(SEAL)

W.M.Smith Co. Clk, Upshur County, Texas.

STATE OF TEXAS
COUNTY OF BAYLOR

BEFORE ME, the undersigned authority, on this day personally appeared J.A. Young, known to me to be the person subscribing hereto and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Edith Melear, Notary Public
Baylor Co., Texas.

(SEAL)

AGREEMENT BETWEEN
UPSHUR COUNTY, AND R. L. GEORGE.

STATE OF TEXAS
COUNTY OF UPSHUR

KNOW ALL MEN BY THESE PRESENTS:

That this lease contract made and entered into by and between Upshur County, Texas, acting by and through Gus Morris, its County Judge thereunto duly authorized by the Commissioners' Court of Upshur County, Texas, and R.L.George of Seymour, Texas,

WITNESSETH:

1. That Upshur County does hereby lease and let to the said R.L. George for grazing purposes only for a term of five and one-half years (5½) beginning November 1, 1932 and ending April 30 1938 the East one half of the North Upshur County School Land laying and being situated in Baylor and Throckmorton Counties and containing 9847.8 acres of land. The East on half of this land containing 4923.9 acres.
2. For and consideration of said lease, the said R. L. George hereby agrees and promises and obligates himself, his heirs and assigns to pay to Upshur County, Texas, at Gilmer, Texas, the sum of Thirty Two cents (32¢) per acre annually. This payment to be made semi-annually as follows: Sixteen cents (16¢) per acre or \$787.82 due and payable on May 1st of each year and like amount due on November of each year during the life of the lease. Failure of R.L.George to pay any of said installments of rental hereunder, shall entitle Upshur County to forfeit the balance of the term of this lease, at the option of the County Commissioners Court, and in such event said lease shall then be let for the remainder of the term herein mentioned, for the best terms obtainable therefor, and in such event the said R.L. George shall be liable for the balance if any, remaining as an unpaid difference between the rental provided in this lease, and the amount for which said County may let said land in case of such forfeiture.
3. All improvements heretofore made and now on the herein leased land shall remain the property of Upshur County, as well as all improvements that may be made thereon by the said R.L. George his heirs and assigns, during the terms of this lease; This includes all fences, cross-fences, corrals, tanks, etc. as well as all improvements. It being understood and agreed however, in this connection, that if any outside fencing is necessary on said land, that then and in such event Upshur County shall bear the reasonable cost thereof, which may be deducted from any succeeding rental payment hereunder by the said R.L. George, in the event he does such fencing or causes it to be done. It is understood that charge shall be made against Upshur County without first the approval for such fencing is given by the Commissioners Court.
4. It is distinctly understood that Upshur County reserves all mineral rights and oil rights and and to said property, such rights being specially excepted and reserved to the County.

WITNESS the signatures of the parties hereto and the seal of Upshur County, this _____ day of November 1932.

UPSHUR COUNTY, TEXAS
By Gus Morris, County Judge.
R. L. George.

STATE OF TEXAS
COUNTY OF UPSHUR

BEFORE ME, the undersigned authority, on this day personally appeared Gus Morris, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Upshur County, Texas, and as the County Judge thereof, and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13 day of November 1932.

W.M.Smith, Co. Clk,
Upshur County, Texas.

(SEAL)

STATE OF TEXAS
COUNTY OF BAYLOR

BEFORE ME, the undersigned authority, on this day personally appeared R. L. George, known to me to be the person subscribed hereto and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given under my hand and seal of office this 19th day of November A.D. 1932.

George S. Plants, Notary Public,
Baylor County, Texas.

(SEAL).

STATE OF TEXAS
VS. NO. 2098

JOHN HAMMOCK, & WIFE
CARRIE HAMMOCK

IN THE COUNTY COURT
OF UPSHUR COUNTY, TEXAS.

TERM.
A. D. 1932.

TO THE HONORABLE COUNTY JUDGE OF UPSHUR COUNTY:

Comes Now, the State of Texas, acting herein by and through the Commissioners' Court of Upshur County, Texas, composed of Gus Morris, County Judge, and Ervin Cobb, Commissioner Precinct No. 1, M.F. Robinson, Commissioner, Precinct No. 2, T. B. Thompson, Commissioner Precinct No. 3, and G. C. Hart, Commissioner Precinct No. 4, of said County, hereinafter referred to as Petitioner, and complains of John Hammock & Wife Carrie Hammock, hereinafter called defendant(s), and represents and alleges:

1. That Gus Morris is the duly elected and qualified County Judge of Upshur County, Texas, and that E.A. Cobb, M.F. Robinson, T.B. Thompson, and G.C. Hart, are the duly elected and qualified Commissioners of Upshur County, Texas; and that the defendant(s) John Hammock & wife, Carrie Hammock, reside in Upshur County, Texas, where service of process may be had upon the said John Hammock & Wife Carrie Hammock,

2. That the State of Texas is now constructing and laying out and re-constructing a State Highway, designated as such, by the Highway Commission of Texas, in Upshur County, Texas, which said highway is known and designated as State Highway No. 15; that such construction and re-construction upon said highway is surveyed through, across and upon and will cross, run through and upon the following described real property, to-wit:

A part of the John Hammock lot or parcel of land within the town of Big Sandy, situated about three hundred feet westerly from the St. Louis Southwestern Railroad Crossing, on the South side of the proposed location of State Highway No. 15, as actually staked by the State Highway Department, a strip off the North side of the said tract; average twenty-five feet wide by two hundred and twelve feet long, and being described by meets and bounds as follows:

BEGINNING at the Northwest corner of the said tract, a point S. 8° 31' W. 23 ft. from Sta. 1251+38 on the Center line of the said Highway; Thence S. 85° 00' E 212 ft. with the North Line of the tract to the Northeast corner; Thence S. 8° 31' W 30.4 ft. with the East line of

the tract to a stake; Thence N. 85° 31' W. 146.5 ft. to a stake; Thence N. 79° 45' W. 65.5 ft. to a point on the West line of the tract; Thence N. 8° 31' E. 20.9 ft to the point of beginning

The above described strip of land includes a strip ten feet wide off the North edge of the tract which has previously been secured for right-of-way purposes. The additional land to be secured at this time is seventy-three one-thousandths (73/1000) acres, more or less.

By reason of the proposed construction of an underpass crossing with the railroad at this location, the defendant and all others will be denied the right of ingress and egress from the highway along the above described front. The fee simple title to which is owned by said defendant(s)

3. That in the judgment of said Commissioners' Court it is necessary, advisable and expedient to occupy the land hereinabove described, and to run a road across same, in the manner provided by law, for the purpose, use and benefit of a new and wider right-of-way for the purpose of opening, widening, straightening, constructing and building, improving and maintaining a State Highway, to-wit: State Highway No. 15.

4. That for the reasons and purposes above set out, it is necessary that the State of Texas, through the Commissioners' Court of Upshur County, acquire, take, hold, occupy and use and own the above described real estate for the purpose of directing, constructing and maintaining as aforesaid a road and a right of way for said State Highway and that said Commissioners' Court has attempted to but cannot agree with said defendant(s) upon the amount to be paid for said lands above described nor for the damages if any there be due said defendant(s) and occasioned by the use of said land, but the commissioners' Court for the purposes aforesaid, have offered said defendant(s) the sum of _____ (\$_____) Dollars, for said land/for damages, if any there be due said defendant(s) which said sum is the reasonable market value of said property, and is in excess of the damages which would be incurred, if any there be, by running said highway through defendant(s) land, but said defendant(s) have wholly refused to accept same or to agree with Petitioner upon the value of the land and the damages incurred thereby if any there be, and Petitioner, has been unable to compromise or settle with said defendant(s) by reason whereof, said Commissioners' Court has been compelled to institute condemnation proceedings to condemn said lands, which are actually needed for said highway as hereinabove described and all of which said lands your Petitioner is entitled by law to condemn.

5. That the defendant(s) John Hammock & wife, Carrie Hammock, is (are) claiming or asserting some lien of some kind by virtue of a certain _____ recorded in the _____ records of Upshur County, Texas, in Volume _____ at Page _____.

That the defendant(s) _____ is (are) claiming or asserting some right, title, interest or lien of some nature to the plaintiff unknown. (If the preceding paragraphs or either of them are inapplicable they should be stricken).

WHEREFORE, Your Petitioner respectfully prays the County Judge of Upshur County, Texas, to forthwith, in the manner required by law, name, designate and appoint three (3) disinterested free-holders, citizens of Upshur County, Texas, as special commissioners to assess the value of said above described land and the amount of damages, if any, to be allowed said defendant(s) and that said decision of said commissioners when reported to the Court, as required by law, be recorded in the minutes of the County Court, as the judgement of the Court, and for all other and further relief, general and special, in law and in equity to which it may be justly entitled.

Curtis E. Hill, Attorneys for
Commissioners' Court of Upshur County, Texas.

STATE OF TEXAS
VS. NO. 2098
JOHN HAMMOCK, and His
WIFE CARRIE HAMMOCK

IN THE COUNTY COURT OF
UPSHUR COUNTY, TEXAS
_____ TERM
A. D. 1932.

On this 8th day of November A.D. 1932, came on to be heard the application of the State of Texas, acting through the Commissioners' Court of Upshur County Texas, under authority of Article 6674n, Revised Statutes of 1925, asking for the appointment of special commissioners to assess damages for a right of way for State Highway No. 15, which is a public road and a State designated highway crossing and running over and across and to run over and across and through certain real estate situated in Upshur County, Texas, fee simple title to which is owned by John Hammock and his wife, Carrie Hammock, and the said land and the relief prayed for is fully described and set out in plaintiffs' petition on file in this cause, reference to which petition is here made.

And it appearing to the Court that the Commissioners have not been agreed upon by said Parties, the court here and now appoints, J. W. Simmons, J.B. Powers, and W.A. Hamm, all disinterested freeholders of Upshur County, Texas, to be special Commissioners' to assess the damages in said condemnation proceedings, reference to which is made.

Gus Morris, County Judge,
Upshur County, Texas.

STATE OF TEXAS
VS. NO. 2098
JOHN HAMMOCK, AND WIFE
CARRIE HAMMOCK

IN THE COUNTY COURT
OF UPSHUR COUNTY, TEXAS.
_____ TERM,
A.D. 1932.

We, the undersigned Commissioners, appointed in the above entitled and numbered cause, being first duly sworn, state upon our oaths that we will assess the damages fairly and impartially and in accordance with law.

J. B. Powers.
J. W. Simmons.
W. A. Hamm.

Subscribed and sworn to before me, this the 8th day of November A.D. 1932.
Gus Morris, County Judge,
Upshur County, Texas.

Filed, November 8th, 1932
W.M.Smith, County Clerk,
Upshur County, Texas.

STATE OF TEXAS
VS NO. 2094
MRS. F. GERONISTER

IN THE _____ COURT
OF _____ COUNTY, TEXAS.
_____ TERM, A.D. 193__

TO THE HONORABLE COUNTY JUDGE OF UPSHUR COUNTY:

Comes Now, the State of Texas, acting herein by and through the Commissioners' Court of Upshur County, composed of Gus Morris County Judge, and E.A.Cobb, Commissioner of Precinct No. 1, M.F.Robinson, Commissioner of Precinct No. 2, T.B.Thompson Commissioner of Precinct No. 3, and G.C. Fart, Commissioner of Precinct No. 4, of said County hereinafter referred to as Petitioner, and complains of Mrs. F. Chronister hereinafter called defendant(s) and represents and alleges:

1. That Gus Morris, is the duly elected and qualified County Judge of Upshur

County, Texas, and that E. A. Cobb, M.F. Robinson, T.B. Thompson and G.C. Hart, are the duly elected and qualified Commissioners of Upshur County, Texas; that the defendant(s) Mrs. F. Chronister, reside in Upshur County, Texas, where service of process may be had upon the said Mrs. F. Chronister.

2. That the State of Texas is now constructing and laying out and re-constructing a state highway, designated as such, by the Highway Commission of Texas, in Upshur County, Texas, which said highway is known and designated as State Highway No. 15; that such construction and re-construction upon said Highway is surveyed through, across and upon and will cross, run through and upon the following described real property, to-wit:

A part of the Chronister tract or parcel of land in the Town of Big Sandy, located about Two hundred feet Westerly from the St. Louis Southwestern Railroad crossing on the North side of the proposed location of State Highway No. 15, and being described by meets and bounds as follows:

BEGINNING at the Southwest corner of the said tract, a point N. 8° 31' E. 55.5 ft. from Sta. 1252+ 45 on the center line of the said Highway as actually staked by the State Highway Department; Thence N. 8° 31' E 16 ft. with the West line of the tract to a stake; Thence S. 87° 21' E 136.6 ft. to a point on the East line of tract; Thence S. 8° 31' W. with said East line 21.2 ft. to the Southeast corner; Thence N. 85° 08' W with South line to the point of beginning.

This strip as above described contains a ten foot strip along the South line which has previously been secured by deed for right-of-way purposes. The additional acreage to be secured at this time is twenty-seven one-thousandths (27/1000) acres, more or less.

By Reason of the proposed construction of an underpass crossing with the railroad the defendant and other property owners will be denied the right of ingress and egress for the highway along the above described front, ^{the} fee simple title to which is owned by said defendant(s)

3. That in the judgment of said commissioners' Court it is necessary, advisable and expedient to occupy the land hereinabove described, and to run a road across same, in the manner provided by law, for the purpose, use and benefit of a new and wider right-of-way for the purpose of opening, widening, straightening, constructing and building, improving, and maintaining a State Highway to-wit: State Highway No. 15.

4. That for the reasons and purposes above set out, it is necessary that the State of Texas, through the Commissioners' Court of Upshur County, acquire, take, hold, occupy and use and own the above described real estate for the purpose of directing, constructing and maintaining as aforesaid a road and a right of way for said State Highway and that said Commissioners' Court has attempted to but cannot agree with said defendant(s) upon the amount to be paid for said lands above described nor for the damages if any there be due said defendant(s) and occasioned by the use of said land, but the commissioners' Court for the purposes aforesaid, have offered said defendant(s) the sum of _____ (\$ _____) Dollars, for said land and for damages, if any there be due said defendant(s) which said sum is the reasonable market value of said property, and is in excess of the damages which would be incurred, if any there be, by running said Highway through defendant(s) land, but said defendant (s) have wholly refused to accept same or to agree with Petitioner upon the value of the land and the damages incurred thereby, if any there be, and petitioner, has been unable to compromise or settle with said defendant(s) by reason whereof, said Commissioner's Court has been compelled to institute condemnation proceedings to condemn said lands, which are actually needed for said highway as hereinabove described and all of which said lands your petitioner is entitled by law to condemn.

5. That the defendant(s) _____ is (are) claiming or asserting some lien of some kind by virtue of a certain _____ recorded in the _____ records of Upshur County, Texas, in volume _____ at Page _____.

That the defendant(s) _____ is (are) claiming or asserting some right title, interest or lien of some nature to the plaintiff unknown. (If the preceding paragraphs or either of them are inapplicable they should be stricken.)

STATE OF TEXAS
VS NO. 2094
MRS. F. CHRONISTER

IN THE COUNTY COURT OF
UPSHUR COUNTY, TEXAS
_____ TERM, A.D. 1932.

On this 8th day of November A.D. 1932, came on to be heard the application of the State of Texas acting through the Commissioners' Court of Upshur County, Texas, under authority of Article 6674n, Revised Statutes of 1925, asking for the appointment of special Commissioners to assess damages for a right of way for State Highway No. 15, which is public road and a State designated Highway crossing and running over and across and to run over and across and through certain real estate situated in Upshur County, Texas, fee simple title to which is owned by Mrs. F. Chronister and the said land and the relief prayed for is fully described and set out in plaintiffs' petition on file in this cause, reference to which petition is here made.

And it appearing to the Court that the Commissioners have not been agreed upon by said parties, the court here and now appoints J.W. Simmons, J.B. Powers and W.A. Hamm, all disinterested freeholders of Upshur County, Texas, to be special commissioners' to assess the damages in said condemnation proceedings, reference to which is made.

Gus Morris, County Judge,
Upshur County, Texas.

STATE OF TEXAS
VS NO. 2094
MRS. F. CHRONISTER

IN THE COUNTY COURT OF
UPSHUR COUNTY, TEXAS.
_____ T E R M. A.D. 1932.

We, the undersigned Commissioners, appointed in the above entitled and numbered cause, being first duly sworn, state upon our oaths that we will assess the damages fairly and impartially and in accordance with law.

J. B. Powers.
J.W. Simmons.
W. A. Hamm.

Subscribed and sworn to before me, this the 8th day of November A.D. 1932.

Gus Morris, County Judge,
Upshur County, Texas.

STATE OF TEXAS
VS. NO. 2094
MRS. F. CHRONISTER

IN THE COUNTY COURT
OF UPSHUR COUNTY, TEXAS.
_____ TERM, A. D. 1932.

On this the 14th day of November A.D. 1932, came on for hearing before the undersigned J.W. Simmons, J. B. Powers and W.A. Hamm, special commissioners and disinterested free holders of Upshur County, Texas, and duly appointed by the County Judge of Upshur County, Texas, and to assess the damages accruing to Mrs. F. Chronister by reason of the condemnation and taking of right-of-way fully described in petitioner's petition on file herein which land is owned by the said Mrs. F. Chronister defendant (s) herein, and all parties having been duly notified of the time and place of meeting as by law required, and all parties appearing in person and by their attorneys, and after fully hearing said parties at the time and place of appointment and all the evidence as to the damages which will be sustained by said defendant

by reason of such condemnation, we assess said damages in the sum of One and No/100 (\$1.00) Dollars and the said Mrs. F. Chronister defendant(s) shall pay all costs of this proceedings.

J. B. Powers.

W. A. Hamm.

J. W. Simmons, Special Commissioners.

filed November 8, 1932
W.M. Smith, County Clerk,
Upshur County, Texas.

STATE OF TEXAS

VS NO. 2097

MRS. EMMA TUCKER
AND HER DAUGHTER IVA TUCKER

IN THE COUNTY COURT

OF UPSHUR COUNTY, TEXAS.

TERM, A.D. 1932.

On this 8th day of November A.D. 1932, came on to be heard the application of the State of Texas acting through the Commissioners' Court of Upshur County, Texas, under authority of Article 6674n, Revised Statutes of 1925, asking for the appointment of Special Commissioners to assess damages for a right of way for State Highway No. 15, which is a public road and a State designated highway crossing and running over and across and to run over and across and through certain real estate situated in Upshur County, Texas, fee simple title to which is owned by Emma Tucker, and her daughter Iva Tucker, and the said land and the relief prayed for is fully described and set out in plaintiffs' petition on file in this cause, reference to which petition is here made.

And it appearing to the Court that the Commissioners have not been agreed upon by said parties, the Court here and now appoints J.W. Simmons, J.B. Powers, and W.A. Hamm, all disinterested freeholders of Upshur County, Texas, to be special Commissioners' to assess the damages in said condemnation proceedings, reference to which is made.

Gus Morris, County Judge
Upshur County, Texas.

STATE OF TEXAS

VS. NO. 2097

MRS. EMMA TUCKER AND
HER DAUGHTER IVA TUCKER

IN THE COUNTY COURT OF

UPSHUR COUNTY, TEXAS

TERM, A.D. 1932

We, the undersigned Commissioners, appointed in the above entitled and numbered cause, being first duly sworn, state upon our oaths that we will assess the damages fairly and impartially and in accordance with law.

J. B. Powers.

J. W. SIMMONS.

W. A. Hamm.

Subscribed and sworn to before me, this the 8th day of November A.D. 1932.

Gus Morris, County Judge,
Upshur County, Texas.

STATE OF TEXAS

VS NO. 2097

MRS. EMMA TUCKER AND
HER DAUGHTER IVA TUCKER

IN THE COUNTY COURT OF

UPSHUR COUNTY, TEXAS

TERM, A. D. 1932.

On this the 14th day of November A.D. 1932, came on for hearing before the undersigned J. W. Simmons, J.B. Powers, and W.A. Hamm, special commissioners and disinterested freeholders of Upshur County, Texas, and duly appointed by the County Judge of Upshur County, Texas, to assess the damages accruing to Mrs. Emma Tucker and her daughter Iva Tucker by reason of the condemnation and taking of right-of-way fully described in petitioners' petition on file herein which land is owned by the said Mrs. Emma Tucker and her daughter Iva Tucker,

defendant(s) herein, and all parties having been duly notified of the time and place of meeting as by law required, and all parties appearing in person and by their attorneys, and after fully hearing said parties at the time and place of appointment, and all the evidence as to the damages which will be sustained by said defendant(s) by reason of such condemnation, we assess said damages in the sum of Two Hundred Fifty and No/100 (\$250.00) Dollars and the said Mrs. Emma Tucker and her daughter Iva Tucker, defendant(s) shall pay all costs of this proceedings.

J. B. Powers.

W. A. Hamm.

J.W.Simmons, Special Commissioners.

STATE OF TEXAS

VS. NO. 2097

MRS. EMMA TUCKER AND
HER DAUGHTER, IVA TUCKER

IN THE COUNTY COURT

OF UPSHUR COUNTY, TEXAS

TERM, A. D. 1932

TO THE HONORABLE COUNTY JUDGE OF UPSHUR COUNTY:

Comes now, the State of Texas, acting herein by and through the Commissioners' Court of Upshur County, Texas, composed of Gus Morris, County Judge, and Ervin Cobb, Commissioner Precinct No. 1, M.F.Robinson, Commissioner, Precinct No. 2; T.B.Thompson, Commissioner Precinct No. 3, and G.C. Hart, Commissioner Precinct No. 4, of said County hereinafter referred to as Petitioner, and complains of Mrs. Emma Tucker and her daughter Iva Tucker, hereinafter called defendant(s), and represents and alleges:

1. That Gus Morris, is the duly elected and qualified County Judge of Upshur County, Texas, and that E.A. Cobb, M.F.Robinson, T.B.Thompson, and G.C. Hart, are the duly elected and qualified Commissioners of Upshur County, Texas, and that the defendant(s) Mrs. Emma Tucker, and her daughter Iva Tucker, reside in Upshur County, Texas, where service of process may be had upon Mrs. Emma Tucker, and her daughter Iva Tucker,

2. That the state of Texas is now constructing and laying out and re-constructing a state highway, designated as such, by the Highway Commission of Texas, in Upshur County, Texas, which said highway is known and designated as State Highway No. 15; that such construction and re-construction upon said highway is surveyed through, across and upon, and will cross run through and upon the following described real property, to-wit:

A part of the Emma Tucker lot or parcel of land in the Town of Big Sandy, lying on the North side of the proposed location of State Highway No. 15, as actually staked by the State Highway department, about three hundred feet Westerly from the St. Louis Southwestern Railroad crossing; a strip average twelve feet wide by one hundred and eight feet long, and being described by meets and bounds as follows:

BEGINNING at the Southwest corner of the said tract, a point N. 8° 31' E. 36 ft. from Sta. 1251+38 on the center line of the Highway; Thence N. 8° 31' E 7.9 ft with the West line of the tract to a stake; Thence N. 88° 51' E. 59.3 ft. to a stake; Thence S. 97° 21' E. 49.5 ft. to a point on the East Line of tract; Thence S. 8° 31' W 16 ft. with said East line to the Southeast corner of tract; Thence N. 85° 08' W. 108 ft. along the South line of the tract to the point of beginning.

The above described tract contains a ten foot strip off the South edge of the lot which has previously been acquired by deed for right of way purposes. The additional acreage to be secured at this time is twenty-four ten-thousandths (24/10,000) of one acre, more or less.

By reason of the proposed construction of an underpass crossing with the railroad at this location; the defendant and all others will be denied the right of ingress and egress from the highway along the above described front. the fee simple title to which is owned by said

defendant(s)

3. That in the judgment of said Commissioners' Court it is necessary, advisable and expedient to occupy the land hereinabove described, and to run a road across same, in the manner provided by law, for the purpose, use and benefit of a new and wider right of way for the purpose of opening, widening, straightening, constructing and building, improving, and maintaining a State Highway, to-wit: State Highway No. 15;

4. That for the reasons and purposes above set out, it is necessary that the State of Texas, through the Commissioners' Court of Upshur County, require, take, hold, occupy and use and own the above described real estate for the purpose of directing, constructing and maintaining as aforesaid a road and a right of way for said State Highway and that said Commissioners' Court has attempted to but cannot agree with said defendant(s) upon the amount to be paid for said lands above described nor for the damages if any there be due said defendant(s) and occasioned by the use of said land, but the Commissioners' Court for the purposes aforesaid have offered said defendant(s) the sum of _____ (\$ _____) Dollars, for said land and for damages, if any there be due, said defendant(s) which said sum is the reasonable market value of said property, and is in excess of the damages which would be incurred, if any there be, by running said highway through defendant(s), land, but said defendant(s) have wholly refused to accept same or to agree with Petitioner upon the value of the land and the damages incurred thereby, if any there be, and Petitioner, has been unable to compromise or settle with said defendant(s) by reason whereof, said Commissioners' Court has been compelled to institute condemnation proceedings to condemn said lands, which are actually needed for said highway as hereinabove described and all of which said lands your Petitioner is entitled by law to condemn.

5. That the defendant(s) _____ is (are) claiming or asserting some lien of some kind by virtue of a certain _____ recorded in the _____ records of Upshur County, Texas, in Volume _____ at Page _____.

That the defendant(s) _____ is (are) claiming or asserting some right, title, interest or lien of some nature to the plaintiff unknown. (if the preceding paragraphs or either of them are in applicable they should be stricken.)

WHEREFORE, your Petitioner respectfully prays the County Judge of Upshur County, Texas, to forthwith, in the manner required by law, name, designate and appoint three (3) disinterested free-holders, citizens of Upshur County, Texas, as special Commissioners to assess the value of said above described land and the amount of damages, if any, to be allowed said defendant(s) and that said decision of said commissioners when reported to the Court, as required by law, be recorded in the minutes of the County court, as the judgment of the Court, and for all other and further relief, general and special, in law and in equity to which it may be justly entitled.

Curtis E. Hill,
Attorneys for Commissioners' Court,
Upshur County, Texas.

Filed for Record Nov. 8, 1932
W.M. Smith, County Clerk,
Upshur County, Texas.

STATE OF TEXAS
VS NO. 2096
MAGNOLIA PETROLEUM
COMPANY

IN THE COUNTY COURT
OF UPSHUR COUNTY, TEXAS.

TERM, A.D. 1932.

On this 8th day of November A.D. 1932, came on to be heard the application of the State of Texas acting through the Commissioners' Court of Upshur County Texas, under authority of Article 6674n, Revised Statutes of 1925, asking for the appointment of special commissioner to assess damages for a right-of-way for State Highway No. 15, which is a public road and a State designated highway crossing and running over and across and to run over and across and through certain real estate situated in Upshur County, Texas, fee simple title to which is owned by Magnolia Petroleum Company, and the said land and the relief prayed for is fully described and set out in plaintiffs' petition on file in this cause, reference to which petition is here made.

And it appearing to the Court that the Commissioners have not been agreed upon by said parties, the court here and now appoints J.W. Simmons, J.B. Powers and W.A. Hamm, all disinterested freeholders of Upshur County, Texas, to be special commissioners' to assess the damages in said condemnation proceedings, reference to which is made.

Gus Morris,

County Judge, Upshur County, Texas.

STATE OF TEXAS
VS. NO. 2096
THE MAGNOLIA PETROLEUM CO.

IN THE COUNTY COURT
OF UPSHUR COUNTY,

TEXAS, _____ TERM, A. D. 1932

We, the undersigned Commissioners, appointed in the above entitled and numbered cause, being first duly sworn, state upon our oaths that we will assess the damages fairly and impartially and in accordance with law.

J. B. Powers.

J. W. Simmons.

W. A. Hamm.

Subscribed and sworn to before me, this the 8th day of November A.D. 1932.

Gus Morris, County Judge,

Upshur County, Texas.

STATE OF TEXAS
VS. NO. 2096
MAGNOLIA PETROLEUM
COMPANY

IN THE _____ COURT OF
_____ COUNTY, TEXAS
_____ TERM, A. D. 1932.

On this the 3rd day of December A.D. 1932, came on for hearing before the undersigned J.W. Simmons, J.B. Powers and W.A. Hamm, special commissioners and disinterested freeholders of Upshur County, Texas, and duly appointed by the County Judge of Upshur County, Texas, to assess the damages accruing to The Magnolia Petroleum Company by reason of the condemnation and taking of right of way fully described in petitioner's petition on file herein which land is owned by the said Magnolia Petroleum Company defendant (s) herein, and all parties having been duly notified of the time and place of meeting as by law required, and all parties appearing in person and by their attorneys, and after fully hearing said parties at the time and place of appointment and all the evidence as to the damages which will be sustained by said defendant (s) by reason of such condemnation, we assess said damages in the sum of Four Hundred Fifty and No/100 Dollars (\$450.00) and the said Magnolia Petroleum Company defendant(s) shall pay all costs of this proceedings.

J. B. Powers.

W. A. Hamm.

J. W. Simmons, Special Commissioners.

STATE OF TEXAS

VS. NO. 2096

THE MAGNOLIA PETROLEUM
COMPANY

IN THE COUNTY COURT
OF UPSHUR COUNTY, TEXAS

TERM, A.D. 1932.

TO THE HONORABLE COUNTY JUDGE OF UPSHUR COUNTY:

Comes now, the State of Texas, acting herein by and through the Commissioners' Court of Upshur County, Texas, composed of Gus Morris, County Judge, and Ervin Cobb, Commissioner Precinct No. 1, M.F. Robinson, Commissioner, Precinct No. 2, T.B. Thompson, Commissioner Precinct No. 3, and G.C. Hart, Commissioner Precinct No. 4, of said County hereinafter referred to as Petitioner, and complains of The Magnolia Petroleum Company, hereinafter called defendant(s) and represents and alleges:

1. That Gus Morris is the duly elected and qualified County Judge of Upshur County, Texas, and that E.A. Cobb, M.F. Robinson, T.B. Thompson, and G.C. Hart, are the duly elected and qualified Commissioners of Upshur County, Texas; and that the defendant(s) The Magnolia Petroleum Co., a Corporation which has a duly authorized agent, Daley Beck who resides in Upshur County, Texas where service of process may be had upon the Magnolia Petroleum Company through its agent Daley Beck.

2. That the state of Texas is now constructing and laying out and reconstructing a State Highway designated as such, by the Highway Commission of Texas, in Upshur County, Texas, which said highway is known and designated as State Highway No. 15, That such construction and reconstruction upon said Highway is surveyed through, across and upon the following described real property, to-wit:

A part of the Magnolia Petroleum Company lot or tract of land within the Town of Big Sandy, lying on the South side of the proposed location of State Highway No. 15, and on the West Side of the St. Louis Southwestern Railroad; a strip of land average thirty one feet wide by one hundred and thirty nine feet long, and being described by meets and bounds as follows:

BEGINNING at the Northwest corner of the said tract a point S. 8° 31' W. 24.6 ft. from Sta. 1253+ 50 on the center line of the said highway as actually staked by the State Highway Department; Thence S. 85° 00' E. 156.2 ft. with the North Line of the tract to the North-East corner; Thence S. 51° 37' W. 48.7 ft. with the East Line of the tract to stake; Thence N. 85° 31' W. 122.7 ft to a stake on the West line of the tract; Thence N. 8° 31' E 30.4 ft to the point of beginning.

The above described strip of land contains one hundred and three one-thousandths (103/1000) acres, more or less.

By reason of the proposed construction of an underpass crossing with the Railroad the defendant and other property owners will be denied right of ingress and egress from the highway along the above described front. The fee simple title to which is owned by said defendant(s)

3. That in the judgment of said commissioners' Court it is necessary, advisable and expedient to occupy the land hereinabove described, and to run a road across same, in the manner provided by law, for the purpose, use and benefit of a new and wider right of way for the purpose of opening, widening, straightening, constructing and building, improving and maintaining a State Highway to-wit: State Highway No. 15.

4. That for the reasons and purposes above set out, it is necessary that the State of Texas, through the Commissioners' Court of Upshur County, acquired, take, hold, occupy and use and own the above described real estate for the purpose of directing, constructing and maintaining as aforesaid a road and a right of way for said State Highway and that said commissioners' Court has attempted to but cannot agree with said defendant(s) upon the amount

to be paid for said lands above described nor for the damages if any there be due said defendant(s) and occasioned by the use of said land, but the commissioners' court for the purposes aforesaid, have offered said defendant(s) the sum of _____ (\$ _____) Dollars for said land and for damages, if any there be due said defendant(s) which said sum is the reasonable market value of said property, and is in excess of the damages which would be incurred, if any there be, by running said highway through defendant(s) land, but said defendant(s) have wholly refused to accept same or to agree with Petitioner Upon the value of the land and the damages incurred thereby, if any there be, and Petitioner, has been unable to compromise or settle with said defendant(s), by reason whereof, said Commissioners' Court has been compelled to institute condemnation proceedings to condemn said lands, which are actually needed for said highway as here nabove described and all of which said lands your petitioner is entitled by law to condemn.

5. That the defendant(s) _____ is (are) claiming or asserting some lien of some kind by virtue of a certain _____ recorded in the _____ records of Upshur County, Texas, in Volume _____, at Page _____.

That the defendant(s) _____ is (are) claiming or asserting some right title, interest or lien of some nature to the plaintiff unknown. (If the preceding paragraphs or either of them are inapplicable they should be stricken)

WHEREFORE your petitioner respectfully prays the County Judge of Upshur County Texas, to forthwith, in the manner required by law, name, designated and appoint three (3) disinterested free-holders, citizens of Upshur County, Texas, as special commissioners to assess the value of said above described land and the amount of damages, if any, to be allowed said defendant(s) and that said decision of said commissioners when reported to the Court, as required by law, be recorded in the minutes of the County Court, as the judgment of the Court, and for all other and further relief, general and special, in law and in equity to which it may be justly entitled.

Curtis E. Hill,
Attorneys for Commissioners' Court of
Upshur County, Texas.

Filed November 8, 1932
W.M. Smith, County Clerk
Upshur County, Texas.

STATE OF TEXAS

VS. NO. 2095

L. R. KAY AND WIFE
MAGGIE KAY

IN THE COUNTY COURT OF
UPSEUR COUNTY, TEXAS

_____ TERM
A. D. 1932.

On this 8th day of November A.D. 1932, came on to be heard the application of the State of Texas acting through the Commissioners Court of Upshur County, Texas, under authority of Article 6674n, Revised Statutes of 1925, asking for the appointment of Special commissioners, to assess damages for a right-of-way for State Highway No 15, which is a public road and a State designated highway crossing and running over and across and to run over and across and through certain real estate situated in Upshur County, Texas, fee simple title to which is owned by L.R. Kay and wife Maggie Kay and the said land and the relief prayed for is fully described and set out in plaintiff's petition on file in this cause reference to which petition is here made.

And it appearing to the Court that the commissioners have not been agreed upon by said parties, the court here and now appoints J.W.Simmons, J.B. Powers and W.A.Hamm, all disinterested freeholders of Upshur County, Texas, to be special commissioners' to assess the damages in said condemnation proceedings, reference to which is made.

Gus Morris, County Judge
Upshur County, Texas.

STATE OF TEXAS
VS. NO. 2095
L. R. KAY AND WIFE
MAGGIE KAY

IN THE COUNTY COURT OF
UPSHUR COUNTY, TEXAS
_____ TERM, A. D. 1932.

We, the undersigned Commissioners, appointed in the above entitled and numbered cause, being first duly sworn, state upon our oaths that we will assess the damages fairly and impartially and in accordance with law.

J. B. Powers.
J. W. Simmons.
W. A. Hamm.

subscribed and sworn to before me, this the 8th day of November A.D. 1932.

Gus Morris, County Judge
Upshur County, Texas.

STATE OF TEXAS
VS. NO. 2095
L. R. KAY, AND HIS
Wife Maggie Kay

IN THE _____ COURT OF
_____ COUNTY, TEXAS
_____ TERM, A. D. 1932

On this the 3rd day of December A.D. 1932, came on for hearing before the undersigned J. W. Simmons, J.B. Powers and W.A. Hamm, special commissioners and disinterested freeholders of Upshur County, Texas, and duly appointed by the County judge of Upshur County, Texas to assess the damages accruing to L.R. Kay and his wife Maggie Kay by reason of the condemnation and taking of right-of-way fully described in petitioner's petition on file herein which land is owned by the said L.R. Kay and his wife Maggie Kay defendant(s) herein, and all parties having been duly notified of the time and place of meeting as by law required, and all parties appearing in person and by their attorneys, and after fully hearing said parties at the time and place of appointment and all the evidence as to the damages which will be sustained by said defendant(s) by reason of such condemnation, we assess said damages in the sum of Two Hundred and No/100 (\$200.00) Dollars, and the said L.R. Kay and his wife Maggie Kay defendant(s) shall pay all costs of this proceedings.

J. B. Powers.
W. A. Hamm,
J. W. Simmons, Special Commissioners.

STATE OF TEXAS
VS NO. 2095
L.R.KAY & WIFE
MAGGIE KAY

IN THE COUNTY COURT OF
UPSHUR COUNTY, TEXAS
_____ TERM
A. D. 1932.

TO THE HONORABLE COUNTY JUDGE OF UPSHUR COUNTY:

Comes now, the State of Texas, acting herein by and through the Commissioners' Court of Upshur County, Texas, composed of Gus Morris, County Judge and Ervin Cobb, Commissioner Precinct No. 1, M. F. Robinson, Commissioner, Precinct No. 2, T. B. Thompson, Commissioner Precinct No. 3, and G. C. Hart, Commissioner Precinct No. 4, of said County, hereinafter referred to as Petitioner, and complains of L. R. Kay & Wife Maggie Kay hereinafter called defendant(s) and represents and alleges:

1. That Gus Morris, is the duly elected and qualified County Judge of Upshur County, Texas, and that E.A. Cobb, M.F. Robinson, T. B. Thompson, and G.C.Hart, are the duly elected and qualified Commissioners of Upshur County, Texas; and that the defendant(s) L. R. Kay & Wife Maggie Kay reside in Upshur County, Texas, where service of process may be had upon the said L.R. Kay & wife Maggie Kay.

2. That the State of Texas is now constructing and laying out and reconstructing a State Highway, designated as such, by the Highway Commission of Texas, in Upshur County, Texas, which said highway is known and designated as State Highway No. 15; that such construction and reconstruction upon said Highway is surveyed through, across and upon, and will cross, run through and upon the following described real property, to-wit:

A part of the L.R.Kay lot or parcel of land lying on the North side of the proposed location of State Highway No. 15, and on the West side of the St. Louis Southwestern Railroad, within the town of Big Sandy, a strip off the South edge of the said lot, average twenty four feet wide by one hundred and ninety five feet long, and being described by meets and bounds as follows:

BEGINNING at the Southwest corner of the said tract, a point N. $8^{\circ} 31'$ E 34.8 ft. from Sta. 1253+ 82 on the center line of the said highway as actually staked by the State Highway Department; Thence N. $8^{\circ} 31'$ E 21.2 ft to a stake on the West line of the tract; Thence S. $67^{\circ} 21'$ E 114.2 ft. to a stake; Thence S. $85^{\circ} 26'$ E. 95.5 ft. to a point on the East line of the tract; Thence S. $57^{\circ} 31'$ W 38.7 ft. along the East line of the tract to the Southeast corner of the tract; Thence N. $85^{\circ} 08'$ W. 182.7 ft along the South line of the tract to the point of beginning.

The above described strip of land contains a strip ten feet wide off the South edge of the lot which has previously been acquired by deed for right of way purposes, and which is also included in this description. The additional land to be secured at this time is sixty-three one-thousandths ($63/1000$) of one acre.

By reason of the proposed construction of an underpass with the railroad at this location; the defendant and other property owners shall not be allowed the right of ingress and egress from the highway along the above described front. The fee simple title to which is owned by said defendant(s).

3. That in the judgment of said commissioners' court it is necessary, advisable and expedient to occupy the land hereinabove described, and to run a road across same, in the manner provided by law, for the purpose, use and benefit of a new and wider right-of-way for the purpose of opening, widening, straightening, constructing and building, improving and maintaining a State Highway, to-wit: State Highway No 15;

4. That for the reasons and purposes above set out, it is necessary that the State of Texas, through the Commissioners' Court of Upshur County, acquire, take, hold, occupy and use and own the above described real estate for the purpose of directing, constructing and maintaining as aforesaid a road and a right of way for said State Highway and that said Commissioners' Court has attempted to but cannot agree with said defendant(s) upon the amount to be paid for said lands above described nor for the damages if any there be due said defendant(s) and occasioned by the use of said land, but the Commissioners' court for the purpose aforesaid, have offered said defendant(s) the sum of _____ (\$ _____) Dollars, for said land and for damages, if any there be due said defendant(s) which said sum is the reasonable market value of said property and is in excess of the damages which would be incurred, if any there be, by running said highway through defendant(s) land, but said defendant(s) have wholly refused to accept same or to agree with Petitioner upon the value of the land and the damages incurred thereby, if any there be, and petitioner, has been unable to compromise or settle with said defendant(s) by reason whereof, said Commissioners' court has been compelled to institute condemnation proceedings to condemn said lands, which are actually needed for said highway as hereinabove described and all of which said lands your petitioner is entitled by law to condemn.

5. That the defendant(s) L. R. Kay & wife Maggie Kay, (are) claiming or asserting some lien of some kind by virtue of a certain _____ recorded in the _____

It is ordered by the Court that the following unsold road bonds be destroyed, Series "C", Special Road Bonds of Upshur County, from Number 5 to 25 inclusive and from 27 to 75 inclusive, said Bonds being dated January 1, 1916, number 26 is missing each bond issued for \$1000.00, Series "C" was issued for the purpose of purchasing or taking over the improved roads in Road District No. 7, in Upshur County, Texas, See Vol. 5, Page 412, Minutes.

Series "A" Special Road Bonds of Upshur County, from number 6 to 100 inclusive, and from 181 to 200 inclusive said Bonds being dated July 1st 1916, 5% interest bearing each bond issued for the amount of \$500.00 and issued for the purpose of purchasing or taking over the improved roads in Road District No. 1, of Upshur County, See Vol. 5, Page 412, of the Commissioners Court Minutes.

Series "B", Special Road Bonds of Upshur County, numbers 4 to 20 inclusive, dated Jan. 1, 1918, each bond issued for sum of \$500.00 and of a denomination numbered from 3 to 47 inclusive for \$22,500.00 number 3 and from 21 to 47 inclusive are missing, Series "B" was issued for the purpose of purchasing or taking over the improved roads in Road District No. 4, of Upshur County, Texas. See Vol. 5, Page 412, of the Commissioners Court Minutes, Bonds from 4 to 20 inclusive are this day destroyed.

Series Road District No. 4, of Upshur County numbers 1 to 60 inclusive with number 37 missing said Bonds 1 to 40 inclusive for \$400.00 each and from 41 to 60 inclusive for \$450.00 each and issued by and for Road District No. 4, and issued in pursuance of an order passed by the Commissioners Court, on the 12th day of November 1917, which order is of record in Book 5, Page 261-2-3-4 of the Minutes of said Court.

Common School District No. 1 School House Bonds, Counties of Upshur and Wood County Line consolidated, Twenty year Bond dated July 10, 1916, Interest 5 per cent payable annually on Apr 10th said Series Number from One to 18, inclusive number 1 to 11 inclusive, are missing and have been paid. See Vol. 5, Page 166 Minutes of Commissioners Court of Upshur County, and Volume "F" Page 413 and 414 of Wood County, Bonds 12 to 18 inclusive are this day destroyed.

Common School District No. 31, Schoolhouse Bond 13 to 20 inclusive, dated Sept. 10, 1919, and 100.00 each numbers 10, 11 and 12 outstanding numbers 1 to 9 inclusive paid. See Book 5, Page 456-457 of the Commissioners Court minutes.

Common School District No. 41, dated May 10 1923, Bond No. Blank being One of a series of 20 bonds issued by District 41 for \$2000.00 this bond being for \$100.00 See Commissioners Court minutes Book 6, Page 84, This bond Blank not numbered.

Common School District No. 25, dated April 10, 1923 and is one, bond issued in pursuance of an order on the Commissioners Court minutes Book 6, Page 70. This bond is No. Blank and is one of a series of 25 bonds for \$2500.00 this one being for \$100.00 and is a blank bond not numbered.

Common School District No. 30, Bond No. 24 dated April 10, 1918, One of a series of 25 Bonds of \$100.00 each ordered issued in pursuance of an order on the Commissioners Court Minutes Book 5, Pages 357-358.

Common School District No. 51, Bond No Blanks, original denomination series of Seven bonds of \$100.00 each dated August 15, 1918, See Commissioners Court minutes Book Page 412, Book 4, Page 605-6 Book 5, Page 305, 308 and Record of School Districts Vol. 1, Page 17-18 and Vol. 1, Pages 19-20. There are Two bonds of this description destroyed to-day.

Common School District No. 24, Bonds 4 to 10 inclusive, Bonds one, two, and three have been paid, These bonds are for \$100.00 each, dated Aug. 10, 1924, See Commissioners Court minutes Book 6, Page 165-6.

The County Judge is given the right to absent himself from the County as he may see proper.

It is ordered by the Court that the County Clerk issue Warrants for \$150.00 each on the first day of each month, as salaries, payable to the County Judge and to each of the Four Commissioners.

It is ordered that Court pay \$25.00 on funeral expenses of Tom Smith at Grice Community.

It is ordered by the Court that C. F. Ellison be allowed \$5.00 per month beginning February 1, 1933 for J. M. Murphey of Lone Mountain.

Motion made by Commissioner M.F. Robinson to discontinue the services of the County Agent, The motion was seconded by Commissioners Ervin Cobb, all commissioners were present and voted in favor of said motion, effective Feb. 1, 1933.

Motion made by Commissioner M.F. Robinson to discontinue services of Home Demonstration Agent, seconded by Commissioner Ervin Cobb, all commissioners were present and voted to discontinue said services of said Home Demonstration Agent effective Feb. 1, 1933.

It is ordered by the Court that A. J. Foxworth, be removed from the pauper list of Upshur County, and the County Clerk is hereby notified not to issue any further warrants to the said A. J. Foxworth.

Motion made and seconded that the County Judge put an advertisement in the Gilmer Mirror, Monday January 16 for bids to repair the County Jail, said bids to be acted upon at the February Term of the Commissioners Court.

Motion made and seconded that the Sheriffs fee for feeding prisoners be reduced to fifty cents per day, all Commissioners were present and voted to reduce same.

It is ordered by the Court that the County Judge, J.R. Hinson be appointed purchasing Agent for Upshur County and that he be requested to keep a full and complete record of all purchases made.

It is ordered by the Court that A. E. Bradshaw be refunded \$28.55 for taxes paid by the said A.E. Bradshaw on renditions made in the years 1929-1930-1931 and 1932 on a four acre tract belonging to A.E. Bradshaw, and the refund is made because of the rendition having been too high, The County Clerk is ordered to issue the warrant out of the General Fund.

It is ordered by the Court that the County Judge put an advertisement in the Gilmer Mirror asking bids on the position of Janitor at the Court House for the next two years or so long as the Services are satisfactory.

The bonds heretofore described to be destroyed, as unsold Bonds are burned in the Commissioners Court Room this the 14th day of January 1933, in the presence of the following named officials of Upshur County:

J. R. Hinson, County Judge.
J. P. Davis, Commissioner.
M. O. Holmes, Commissioner.
M. F. Robinson, Commissioner.
Ervin Cobb, Commissioner..1

Present- - - - Leo Hart, County Auditor
W. A. Lunsford, Co. Treasurer.
W. M. Smith, Co. Clk.

SATURDAY JANUARY 21, 1933, THE COMMISSIONERS COURT

Met in Called session, and in addition to allowing accounts the following business was transacted...

It is ordered by the Court that the Clerk issue Warrant to First National Bank, Gilmer for \$742.50 in payment of 26 coupons R D 7 due Jan. 1, 1933, and one coupon R D 7, Due July 1, 1932 being on Bonds 24 & 25 & 50 to 72, & #34

Motion made by Commissioner M. F. Robinson that all road funds be divided in four equal parts, failed for the want of a second.