

Sp. 3	---	to R&B # 2	---	\$9.69
Sp. 4	---	to R&B #2	---	6.85
Sp. 5	---	to R&B #2	---	9.85
Sp. 6	---	to R&B #4	---	87.26
Sp. 7	---	to R&B #4	---	20.88
Sp. 8	---	to R&B #3	---	26.86
Sp. 1	---	to Auto 2 Fund	---	17.66
Sp. 8	---	to Auto 3, Fund	---	16.54

THE STATE OF TEXAS }
COUNTY OF UPSHUR }

I, Mrs. E.B. West, agree to accept \$55.00 for all damages incurred on Highway No.155.
Dated at Gilmer, Texas, this 21 day of February, A.D. 1935.

Mrs. E.B. West,

Witness:
Ruby DePriest.

J. D. ADAMS CONTRACT.

THE STATE OF TEXAS }
COUNTY OF UPSHUR }

ON this the 16th day of March, 1935, The Commissioners' Court of said County was convened in regular meeting during a Regular Term of Court in the Court-house with the following members of said Court present, to-wit:

- J. R. HINSON- - - - - County Judge.
- J. B. WOODFIN, - - - - - Commissioner Precinct No. 1,
- W.G.HENDERSON, - - - - - Commissioner Precinct No. 2,
- J. P. Davis, - - - - - Commissioner Precinct No. 3,
- M. O. HOLMES, - - - - - Commissioner Precinct No. 4,
- B. C. ELWELL, - - - - - County Clerk, and Ex-Officio Clerk,
Commissioners' Court.

and with the following absent, None, constituting the entire court at which time the following among other proceedings were had:

There came on to be considered the matter of the confirmation of the contracts between said County and J.D.Adams Company providing for the purchase of certain road machinery as is more fully set out in such contracts, and the issuance of warrants in payment therefor, and after due consideration Commissioner Woodfin introduced a proposed order.

The order was read in full by the Clerk.

Commissioner Woodfin, made a motion that the order be passed. The motion was seconded by Commissioner Henderson, and the motion was carried by the following vote:

- AYES: Commissioners, Woodfin, Henderson, Davis and Holmes.
- NOES: NONE.

THEREUPON, the County Judge declared the order finally passed.

The order is as follows:

AN ORDER:

Confirming Contracts between the County of Upshur and J.D. ADAMS COMPANY for the purchase of Road Machinery by said County, providing for the issuance of interest bearing time Warrants of Said County in payment therefor, Providing for the Levy and collection of taxes on all taxable property in said County sufficient to pay the interest on said warrants and the principal as it matures.

WHEREAS, heretofore the Commissioners' Court of Upshur County has determined the necessity of purchasing certain road machinery and has directed the County Clerk to advertise for bids in a newspaper of general circulation within the County; and

WHEREAS, the Judge has pursuant to the provisions of Chapter 163, Acts of the Regular Session of the Forty-Second Legislature advertised for bids which advertisement is in words and figures as follows, to-wit:

"NOTICE TO BIDDERS

The Commissioners' Court of Upshur County, Texas, will receive competitive bids to ten o'clock A.M. on the 11th day of March 1935, at the Court House in Gilmer, Texas, on the following described road machinery: One or more Crawler Type Tractors with 75 or more Horse Power and One or more 12-Ft. Leaning Wheel Graders, and at said time and place said Court will proceed to let a contract if any bid required, and the Court reserves the right to reject any or all bids.

If any contract is made the court intends to issue interest bearing time warrants for all or part payment thereof, in the amount not to exceed \$8,000.00, said warrants to bear interest at the rate of 6 per cent per annum, and the full amount of said warrants to mature at a date not later than April 1938.

J. R. HINSON, County Judge,
Upshur County, Texas."

and: WHEREAS, the foregoing advertisement was published in The Gilmer Daily Mirror, a newspaper of general circulation in Upshur County, on the following dates, to-wit: - - - - -

and: WHEREAS, no petition was filed by the property tax-paying voters of the County asking for a referendum on the question of issuing said warrants; and

WHEREAS, of the bids received pursuant to such published notice, that of J. D. Adams Company was adjudged by the court to be the lowest and best bid and most advantageous to the County; and

WHEREAS, on or about the 11th day of March, 1935, the County of Upshur, acting by and through its proper officers whose names are shown thereon, authorized by the Commissioners' Court, after having received competitive bids, enter into a contract with J. D. Adams Company contractor of Dallas, Texas, whereby the said contractor obligated itself to sell and deliver to said county certain road machinery for said County in accordance with the specifications adopted by said County for that purpose, which contract is as follows, to-wit:

"CONTRACT

SALESMAN: W. B. Ward,

Date March 11, 1935.

J. D. Adams Company, Indianaopolis, Ind., hereby agrees to furnish County Rd. #2, County, State Upshur/Texas, machinery or supplies as herein specified at the prices herein stated f.o.b. Gilmer, and to ship said machinery or supplies on or about, at once 1935. Via Freight prepaid to W. C. Henderson at Gilmer, County of Upshur State of Texas, P. O. Ore City, Name: Leo Hart, Title Auditor Postoffice Gilmer;

QUANTITY	DESCRIPTION	PRICE	AMOUNT.
1	Adams Leaning Wheel Grader #121, Power Controlled, with 12-Ft. Moldboard, moldboard boots, steerable engine tongue. Steel Tired spoke Wheels equipped with roller bearing, ball and socket split bearing type lift arm connections, enclosed machine cut steer gear and worms throughout, all worms operating in Tinker bearing and spring mounted platform.	\$2488.00	
			Total - - - \$2488.00

It is agreed that this contract shall not be countermanded, and contains the entire agreement between the parties hereto, and that no agreements or representations, either verbal or written, made by agents or employees, shall be binding on J.D. Adams Company, other than are contained herein.

This contract shall not be binding on J.D. Adams Company, until the original hereof is

forwarded to and approved by the Company at its home office in Indianapolis, Indiana, and when approved shall be a contract under the laws of the State of Indiana.

ACCEPTANCE.

We hereby purchase and agree to receive the above supplies under the conditions of the warranty on the reverse side of this contract, and we agree to pay you therefor the sum of Two Thousand Four Hundred Eighty Eight Dollars (\$2488.00), as follows: Cash \$2488.00 within 30 days from date of shipment, 2 per cent discount for cash and also interest at rate of 6% per annum from date of shipment on any portion of settlement delayed over 60 days.

Warrant or Note for \$ _____ Due _____ with interest at 5 per cent from date of shipment.

Warrant or Note for \$ _____, due _____, with interest at 6 per cent from date of shipment.

Warrant or Note for \$ _____, due _____, with interest at 6 per cent from date of shipment.

(SIGNED) J. R. Hinson, Judge, Gilmer
(SIGNED) J. B. Woodfin, Comm # 1, Gilmer,
(SIGNED) W.G. Henderson, # 2, Ore City,
(SIGNED) J. P. Davis, # 3, Big Sandy,
(SIGNED) M. O. Holmes, # 4, Bettie
(SIGNED) Leo Hart, Auditor, Gilmer,

(Purchasers' signatures (Official Title) (Postoffice above)

WARRANTY

1. J. D. Admas Company warrants the machinery or supplies specified on the reverse side of this contract to be of good material and workmanship and to satisfactorily perform the work for which it is recommended by J. D. Adams Company.

2. J. D. Adams Company agrees to replace F.O.B. nearest distributing house, parts which at any time prove defective. Purchaser agrees if so requested to ship parts which he claims defective to J. D. Adams Company at Indianapolis, Indiana, transportation charges prepaid, for purpose of inspection by J. D. Adams Company.

3. If no complaint is made within three days use the machinery or supplies by the purchaser, it will be understood that the purchaser is satisfied that the machinery or supplies fulfill clause 1, of this warranty.

4. Any tractor or power unit sold with or installed in the machinery herein specified is not warranted in any respect by J. D. Adams Company, but the warranty, if any, on the tractor or power unit is provided by the manufacturer of the tractor or power unit.

Whereas, heretofore the Commissioners' Court of Upshur County has determined the necessity of purchasing certain road machinery and has directed the County Clerk to advertise for bids in a newspaper of general circulation within the County; and

WHEREAS, the Judge has pursuant to the provisions of Chapter 163, Acts of the Regular Session of the Forty Second Legislature advertised for bids, which advertisement is in words and figures as follows, to-wit:

NOTICE TO BIDDERS

Bid will be received by Upshur County at the Court House at Gilmer, Texas, until 10 O'clock A.M. on March 11th 1935, for the purchase of One or more Road Maintainers with Pneumatic Tires, 12 Ft. Blade, and notice is given that warrants will be issued in the maximum sum of \$15,000.00 payable serially, last maturity not later than May 1st 1939 bearing interest at the rate of 6 per cent per annum, interest payable semi-annually.

The right is reserved to reject all bids.

J. R. HINSON, County Judge,
Upshur County, Texas."

And:

WHEREAS, the foregoing advertisement was published in The Gilmer Daily Mirror, a newspaper of general circulation in Upshur County on the following dates, to-wit: _____ and:

WHEREAS, no petition was filed by the property tax-paying voters of the County asking for a referendum on the question of issuing said warrants; and

WHEREAS, of the bids received pursuant to such published notices, that of J. D. Adams Company was adjudged by the Court to be the lowest and best bid and most advantageous to the County; and

WHEREAS, on or about the 11th day of March, 1935, the County of Upshur, acting by and through its proper officers whose names are shown thereon, authorized by the Commissioners' Court, after having received competitive bids, entered into a contract with J. D. Adams Company, contractor of Dallas, Texas, whereby the said contractor obligated itself to sell and deliver to said County certain road machinery for said County in accordance with the specifications adopted by said County for that purpose, which contract is as follows, to-wit:

"CONTRACT

Salesman, W. B. Word;

Date 3-11-35

J. D. Adams Company, Indianapolis, Ind., hereby agrees to furnish County Road #1, Upshur Texas, machinery or supplies as herein specified at the prices herein stated f.o.b. Gilmer and to ship said machinery or supplies on or about at once 1935, via Freight prepaid to Jess Woodfin, at Gilmer, County of Upshur, State of Texas, P. O. Graceton, Name; Leo Hart, Title: Auditor: Postoffice Gilmer,

QUANTITY	DESCRIPTION	PRICE	AMOUNT:
1	Adams Motor Grader 301 Power control with Cab, Lwg. Type 32' x 6" Tires, Front Tandem 4 wheel, 40' x 48' drive, Puncture proof tubes, Front and rear upholstered seat, with 12' x 1/2' Moldboard - - - - -		\$3522.00
	Less #30 Adm. Motor Grader Serial # 112 Tractor #113586 M. - - - - -		120.00
	Total - - - - -		\$3402.00

It is agreed that this contract shall not be countermanded, and contains the entire agreement between the parties hereto, and that no agreements or representations, either verbal or written, made by agents or employees, shall be binding on J. D. Adams Company, other than are contained herein.

This contract shall not be binding on J. D. Adams Company until the original hereof is forwarded to and approved by the Company at its home office in Indianapolis, Indiana, and when so approved shall be a contract under the laws of the State of Indiana.

ACCEPTANCE

We hereby purchase and agree to receive the above supplies under the conditions of the warranty on the reverse side of this contract, and we agree to pay you therefor the sum of Three Thousand Four Hundred and Two Dollars (\$3402.00) as follows: Cash \$3402.00 within 31 days from date of shipment, 2% discount for cash and also interest at rate of 6 per cent per annum, from date of shipment on any portion of settlement delayed over 60 days.

Warrant or Note for \$ _____ due _____ with interest at 6 per cent from date of shipment.

Warrant or Note for \$ _____ due _____ with interest at 6 per cent from date of shipment.

Warrant or Note for \$ _____ due _____ with interest at 6 per cent from date of shipment.

(Signed) J. R. Hinson, - - - - -	Judge - - - - -	Gilmer,
(Signed) J. B. Woodfin, - - - - -	Comm. - - - - -	Graceton
(Signed) _____ - - - - -	" - - - - -	Ore City
(Signed) J. P. Davis - - - - -	" - - - - -	Big Sandy,

(Signed) _____	Comm. - - - - -	Bettie
(Signed) _____	Auditor - - - - -	Gilmer
(Purchaser's Signatures)	(Official Title)	(Postoffice)
above		

WARRANTY

1. J. D. Adams Company warrants the machinery or supplies specified on the reverse side of this contract to be of good material and workmanship and to satisfactorily perform the work for which it is recommended by J.D.Adams Company.

2. J. D. Adams Company agrees to replace F.O.B. nearest distributing house, parts which at any time prove defective. Purchaser agrees if so requested to ship parts which he claims defective to J. D. Adams Company at Indianapolis, Indiana, transportation charges prepaid, for purpose of inspection by J.D.Adams Company.

3. If no complaint is made within three days use of the machinery or supplies by the purchaser, it will be understood that the purchaser is satisfied that the machinery or supplies fulfill clause 1, of this warranty.

4. Any tractor or power unit sold with or installed in the machinery herein specified is not warranted in any respect by J.D.Adams Company, but the warranty, if any, on the tractor or power unit is provided by the manufacturer of the tractor or power unit.

WHEREAS, heretofore the Commissioners' Court of Upshur County has determined the necessity of purchasing certain road machinery and has directed the County Clerk to advertise for bids in a newspaper of general circulation within the County; and

WHEREAS, the Judge has pursuant to the provisions of Chapter 163, Acts of the Regular Session of the Forty-Second Legislature advertised for bids, which advertisement is in words and figures as follows, to-wit:

"NOTICE TO BIDDERS"

The Commissioners' Court of Upshur County, Texas, will receive competitive bids to ten o'clock A.M. on the 11th day of March 1935, at the Court House in Gilmer, Texas, on the following described road machinery; one or more 75 horse power Crawler Type Tractor, and one or more 12-foot Leaning-wheel Graders, and at said time and place said Court will proceed to let a contract if any bid be accepted. Certified check in five per cent of amount of bid required and the court reserves the right to reject any or all bids.

If any contract is made the Court intends to issue interest bearing time warrants for all or part payment thereof, in the amount not to exceed \$15,000.00 said warrants to bear interest at the rate of 6 per cent per annum, and the full amount of said warrants to mature at a date not later than April 15th 1936.

J. R. Hinson, County Judge,
Upshur County, Texas.

and:

WHEREAS, the foregoing advertisement was published in The Gilmer Daily Mirror, a newspaper of general circulation in Upshur County on the following dates, to-wit: _____; and

WHEREAS, no petition was filed by the property tax-paying voters of the County asking for a referendum on the question of issuing said warrants; and

WHEREAS, of the bids received pursuant to such published notice, that of J.D.Adams Company was adjudged by the court to be the lowest and best bid and most advantageous to the County; and

WHEREAS, on or about the 11th day of March 1935, the County of Upshur acting by and through its proper officers whose names are shown thereon, authorized by the Commissioners' Court, after having received competitive bids, entered into contracts with J. D. Adams Company contractor of Dallas, Texas, whereby the said contractor obligated itself to sell and deliver

to said County certain road machinery for said County in accordance with the specifications adopted by said County for that purpose, which contracts are as follows, to-wit:

"CONTRACT

SALESMAN: W. B. WORD

DATE: March 11, 1935.

J. D. Adams Company, Indianapolis, Ind., hereby agrees to furnish County Rd. # 1, Upshur County, Texas, machinery or supplies as herein specified at the prices herein stated f.o.b. Gilmer and to ship said machinery or supplies on or about at once, 1935 Via Freight prepaid to Jess Woodfin at Gilmer, County of Upshur, State of Texas, P.O. Gilmer; Name: Leo Hart, Title Auditor: Postoffice, Gilmer,

QUANTITY	DESCRIPTION	PRICE	AMOUNT.
1	Adams Leaning Wheel Grader 121 Power controlled with 12' moldboard boots, steerable engine tongue, steel tired spoke wheels equipped with roller bearing ball and socket split bearing type lift arm connections enclosed machine, cut steel gears and worms throughout, all worms operating in Timken bearings and spring mounted platform - - - - -		\$2486.00
Total - - - - -			\$ 2486.00

It is agreed that this contract shall not be countermanded, and contains the entire agreement between the parties hereto, and that no agreements or representations, either verbal or written, made by agents or employees, shall be binding on J. D. Adams Company, other than are contained herein.

This contract shall not be binding on J. D. Adams Company until the original hereof is forwarded to and approved by the Company at its home office in Indianapolis, Indiana, and when so approved shall be a contract under the laws of the State of Indiana.

ACCEPTANCE.

We hereby purchase and agree to receive the above supplies under the conditions of the warranty on the reverse side of this contract and we agree to pay to you therefor the sum of Two Thousand Four Hundred Eighty-Eight Dollars (\$2486 00) as follows: Cash \$2486.00 within 30 days from date of shipment, 2 per cent discount for cash, and also interest at rate of 6 per cent per annum from date of shipment on any portion of settlement delayed over 60 days

Warrant or Note for \$ _____, due _____ with interest at 6 per cent from date of shipment

Warrant or Note for \$ _____, due _____ with interest at 6 per cent from date of shipment.

Warrant or Note for \$ _____, due _____ with interest at 6 per cent from date of shipment.

(Signed)	J. R. Hinson,	Judge	Gilmer,
(Signed)	J. B. Woodfin,	Comm. #1,	Gilmer,
(Signed)	W. C. Henderson,	Comm. #2,	Ore City,
(Signed)	J. P. Davis,	Comm. #3,	Big Sandy,
(Signed)	M. O. Holmes,	Comm. #4,	Bettie,
(Signed)	Leo Hart,	Auditor	Gilmer,
(Purchasers' signature above)	(Official Title)	(Postoffice)	

WARRANTY.

1. J. D. Adams Company warrants the machinery or supplies specified on the reverse side of this contract to be of good material and workmanship and to satisfactorily perform the work for which it is recommended by J. D. Adams Company.

2. J. D. Adams Company agrees to replace f.o.b. nearest distributing house, parts which at any time prove defective. Purchaser agrees if so requested to ship parts which he claims defective to J. D. Adams Company at Indianapolis Indiana, transportation charges prepaid, for purpose of inspection by J. D. Adams Company.

3. If no complaint is made within three days use of the machinery or supplies by

the purchaser, it will be understood that the purchaser is satisfied that the machinery or supplies fulfill clause 1, of this warranty.

4. Any tractor or power unit sold with or installed in the machinery herein specified is not warranted in any respect by J. D. Adams Company, but the warranty, if any, on the tractor or power unit is provided by the manufacturer of the tractor or power unit.

CONTRACT

SALESMAN: W. B. WORD

DATE MARCH 11, 1935.

J. D. Adams Company, Indianapolis, Ind. hereby agrees to furnish County Board No. 3 Upshur County Texas, machinery or supplies as herein specified at the prices herein stated f.o.b Big Sandy and to ship said machinery or supplies on or about at once 1935, via Parcel Post, Express, Freight: prepaid (State propy or collect) to J.P. Davis, at Big Sandy County of Upshur, State of Texas, P.O Big Sandy,

Name: Leo Hart; Title Auditor, Postoffice, Gilmer,

QUANTITY	DESCRIPTION	PRICE	AMOUNT.
1	Adams leaning wheel grader #121 power control, with 12' moldboard, steerable tongue with 24' x 1' Cable non-current	\$2335.00	Total \$2335.00

It is agreed that this contract shall not be countermanded, and contains the entire agreement between the parties hereto, and that no agreements or representations, either verbal or written, made by agents or employees, shall be binding on J.D.Adams Company, other than are contained herein.

This contract shall not be binding on J.D.Adams Company, until the original hereof is forwarded to and approved by the Company at its home office in Indianapolis, Indiana, and when so approved shall be a contract under the laws of the State of Indiana.

ACCEPTANCE.

We hereby purchase and agree to receive the above supplies under the conditions of the warranty on the reverse side of this contract, and we agree to pay you therefor the sum of Two Thousand Three Hundred Thirty Five Dollars (\$2,335.00) as follows: Cash \$2,335.00 within 30 days from date of shipment and also interest at rate of 7 per cent per annum from date of shipment on any portion of settlement delayed over 60 days.

Warrant or Note for \$ _____ due _____ with interest at 6 per cent from date of shipment.

Warrant or Note for \$ _____ due _____ with interest at 6 per cent from date of shipment.

Warrant or Note for \$ _____ due _____ with interest at 6 per cent from date of shipment.

(Signed) J. R. Hinson, ----- Judge ----- Gilmer,
 (Signed) J. B. Woodfin, ----- Comm. #1, ----- Graceton
 (Signed) W. C. Henderson, ----- Comm. #2 ----- Ore city.
 (Signed) J. P. Davis, ----- Comm. #3 ----- Big Sandy, Tex.
 (Signed) M. O. Holmes, ----- Comm. #4 ----- Bettie
 (Purchaser's (official Title (Postoffice)
 Signatures)
 Above

WARRANTY

1. J. D. Adams Company warrants the machinery or supplies specified on the reverse side of this contract to be of good material and workmanship and to satisfactorily perform the work for which it is recommended by J.D.Adams Company.

2. J. D. Adams Company agrees to replace f.o.b nearest distributing house, parts which at any time prove defective. Purchaser agrees if so requested to ship parts which he

claims defective to J. D. Adams Company at Indianapolis, Indiana, transportation charges prepaid, for purpose of inspection by J.D.Adams Company.

3. If no complaint is made within three days use of the machinery or supplies by the purchaser, it will be understood that the purchaser is satisfied that the machinery or supplies fulfill clause 1, of this warranty.

4. Any tractor or power unit sold with or installed in the machinery herein specified is not warranted in any respect by J.D.Adams Company, but the warranty, if any, on the tractor or power unit is provided by the manufacturer of the tractor or power unit.

and:

WHEREAS, provisions was made for the purchase of said machinery in the budget for the current year, as provided by Chapter 206, Acts of the Forty Second Legislature, Regular Sessions; and

Whereas, the County does not have funds on hand available for the purpose of paying for said machinery, but will have the funds on hand from taxation sufficient to pay the warrants herein provided; and

Whereas, the total of the four contracts shown above is \$10,713.00: and

WHEREAS, provisions is being made in this order for one issue of warrants to cover the four contracts; and

Whereas, this order ratifying the contracts and making them the contracts of the County and levying a tax to support the warrants, is being passed concurrently with, or in advance of the delivery of the machinery,

BE IT ORDERED BY THE COMMISSIONERS' COURT OF UPSHUR COUNTY, TEXAS:

(1) That said contracts be and the same are hereby in all things ratified, confirmed and approved as the acts and contracts of said County and the same shall have effect according to its tenor and purport.

(2) That in accordance with said contract, warrants of said County to be denominated "County of Upshur Road Machinery Warrants, Series 1935" be issued in the sum of Ten Thousand Seven Hundred Thirteen (\$10,713.00) Dollars, payable to J.D.Adams Company, or bearer, evidencing the indebtedness due by said County under and by virtue of said contracts.

(3) Said warrants shall be numbered from One (1) to Eleven (11), inclusive, shall be in the denomination of One Thousand (\$1,000.00) Dollars, each except No. One (1) for Seven hundred thirteen (\$713.00) Dollars. They shall be dated March 16, 1935, and shall bear interest at the rate of six (6%) per cent per annum, payable October 1, 1935, and semi-annually thereafter on April 1st and October 1st of each year, which interest is a part of the contract price agreed to be for said machinery. Principal and interest of said warrants shall be payable at Guaranty Trust Company of New York, New York, New York, and said warrants shall be made to mature serially as follows:

WARRANTS NUMBERS	MATURITY DATES	AMOUNT.
1 to 4, Incl.	April 1, 1936	\$3713.00
5 to 8, "	April 1, 1937	4000.00
9 to 11, "	April 1, 1938	3000.00

(4) Said warrants shall be signed by the County Judge countersigned by the County Clerk of said County, Countersigned by the County Auditor, and registered by the County Treasurer, and the seal of said County shall be impressed upon each of them. The fac-simile signatures of the County Judge and County Clerk may be lithographed or printed upon the coupons

(5) The form of such warrants shall be substantially as follows:

NO _____ \$1,000.00
(Except No. 1, for \$713.00)

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF UPSHUR
ROAD MACHINERY WARRANT

SERIES 1935.

The County of Upshur, duly organized under the laws of the State of Texas, for value received, is justly indebted to J.D.Adams Company, or bearer, on the 1st day of April 19____ the principal sum of _____ Dollars, in lawful money of the United States of America, with interest thereon from date hereof at the rate of six per cent per annum, payable October 1, 1935, and semi-annually thereafter on April 1st and October 1st of each year, with interest is evidenced by coupons attached hereto, principal and interest payable at the office of Guaranty Trust Company of New York, New York, New York, upon presentation and surrender of Warrant or proper coupons, and the County Treasurer is authorized, ordered and directed to pay to bearer, said principal sum and interest as the same matures. In the event the sum of money evidenced by this warrant and the annexed coupons shall not be paid at maturity, the same shall thereafter bear interest at the rate of six (6%) per cent per annum, until fully paid, and in the event of such default and it becomes necessary for the holder hereof, or of any of the coupons attached hereto to place claim therefor in the hands of an attorney for collection, or to institute suit thereon, then said County obligates itself to pay to the holder an additional ten per cent of the amount of default as attorney's fees.

This warrant is one of a series of eleven warrants of like date and tenor except as to denomination and maturities, numbered One (1) to Eleven (11) inclusive, in the denomination of One Thousand (\$ 1,000.00) Dollars each, except No. One (1) for Seven Hundred Thirteen (\$713.00) Dollars, aggregating the sum of Ten Thousand Seven Hundred Thirteen (\$10,713.00) issued for the purpose of evidencing the indebtedness due by said County to J.D.Adams Company, or bearer, for the purchase of certain road machinery by said County in accordance with contracts therefor under and by virtue of the Constitution and Laws of the State of Texas, including Chapter 163, Acts of the Regular Session of the Forty Second Legislature, and pursuant to an order passed by the Commissioners' Court of said County, which order is recorded in the Minutes of said Commissioners' Court.

The date of this warrant is conformity with the order above mentioned in March 16, 1935.

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 warrant and of this series of warrants have been properly done, have happened and been performed in regular and due time, form and manner as required by law; and that the total indebtedness of said County, including this warrant and the entire series of which this is one, does not exceed any constitutional, or statutory limitations; and that a sufficient tax to pay the principal and interest of this warrant and the entire series of which this is one has been levied for said purpose and will continue to be annually levied, assessed and collected, while said warrants or any of them are outstanding.

IN TESTIMONY WHEREOF, the Commissioners' Court of Upshur County, Texas, has caused the seal of said Court to be hereto affixed, and this warrant to be signed by the County Judge countersigned by the County Clerk, countersigned by the County Auditor, and registered by the County Treasurer, and the interest coupons hereto attached to be executed by the lithographed facsimile signatures of the County Judge and County Clerk as of the 16th day of March 1935.

Countersigned: J. R. HINSON, County Judge,
 B.C.Elwell, County Clerk, Upshur County, Texas.
 Countersigned * - - - - - County Auditor.

Registered, as of the 16th day of March 1935,

 County Treasurer.

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

No. _____

\$ _____

On the 1st day of _____ 19____ the County Treasurer of the County of Upshur, State of Texas, will pay to bearer at the office of Guaranty Trust Company of New York, New York, New York, the sum of _____ (\$ _____) Dollars, being _____ months' interest due that date on the County of Upshur Road Machinery warrant, Series 1935, dated March 16, 1935, No. _____

B.C. Elwell, County Clerk,

_____ County Judge.

(7) There shall be printed on the back of each of said warrants substantially the following endorsements: For the purpose of transfer of same:

ENDORSEMENT:

This is to certify that J.D. Adams Company, received the within warrant and interest coupons annexed thereto from the officers of the County of Upshur, Texas, and for value received hereby transfers, sells and delivers said warrant and annexed coupons to bearer, without recourse and the bearer hereof is hereby subrogated to all claims, rights, and title, whether at law or in equity, which are or may be secured to it under said warrants and the contracts under which same were issued, and the bearer is authorized to collect same and to give full acquittance therefor.

J. D. ADAMS COMPANY

By D. Mower,

(8) That to pay the interest as it accrues, and create a sinking fund to retire said warrants at their maturity, and to provide for 10% attorney's fees in event of default a tax of and at the rate of (6¢) cent on the One Hundred (\$100.00) Dollars valuation of all taxable property in the said County of Upshur, State of Texas, out of the constitutional Fifteen (15¢) cent road and bridge taxing fund of said County is hereby levied for the year 1935; that during the year 1936 and each year thereafter while any of said warrants or any interest thereon are outstanding and unpaid, and at the time other County taxes are levied in each of said years, there shall be computed and ascertained what rate of tax based upon the latest approved tax rolls of said County will be necessary requisite and sufficient to fully make, raise and produce in each of said years the amount of principal necessary to be raised for that year, plus the interest maturing in said year upon the amount of this series of warrants outstanding and unpaid and to provide for 10% attorney's fees in case of default, and for each of said years there is hereby ordered to be, and there is hereby levied and ordered to be assessed and collected in due time, form and manner, a tax at the rate of which shall be found necessary as aforesaid, and all the proceeds of such taxes shall be placed in a separate fund for this series of Warrants, known and designated as "Road Machinery Warrant Fund, Series 1935" and the County Treasurer shall not honor any draft upon said fund or pay out any of the same except in the payment of interest on said warrant or for retiring the same or for the attorney's fees as provided above.

(9) The sum of \$350.00 is hereby appropriated out of available funds for the purpose of paying the interest accruing on this issue of warrants October 1, 1935. The County Judge County Clerk, County Treasurer and County Auditor are directed to take such steps as are necessary to complete the transfer of such funds so as to make them available for the purpose named.

(1) The County Judge, County Clerk and County Auditor are hereby directed to execute said warrants and the Treasurer is hereby directed to register them and said officers are hereby directed to immediately deliver said Warrants to The J.D. Adams Company, in consideration for the delivery to the County of said Road equipment which has been this day delivery to the County and accepted by the County as being in accordance with said contracts.

The Commissioners' Court hereby finds and hereby officially declares that it has received full consideration for said Warrants.

Executed this the 16th day of March 1935.

J. R. HINSON, County Judge
Upshur County, Texas.

Attest: B.C. Elwell, County Clerk,

Filed: March 16, 1935
B.C. Elwell, County Clerk,
Upshur County, Texas.

ORDER FOR REFUNDING BONDS.

COMMON SCHOOL DISTRICTS.

THE STATE OF TEXAS |
COUNTY OF UPSHUR |

On this, the 5th day of April 1935, the County Commissioners Court of Upshur County, Texas, convened in regular session at the regular meeting place thereof in the Courthouse at Gilmer, Texas, all members of said Court, to-wit:

J.R. HINSON, County Judge,
J.B. WOODFIN, Commissioner Precinct No. 1,
W.C. HENDERSON, Commissioner Precinct No. 2,
J. P. DAVIS, Commissioner Precinct No. 3,
M.O. HOLMES, Commissioner Precinct No. 4,

being present, and passed the following order:

WHEREAS, there are now outstanding and unpaid certain Common School District Bonds, hereinafter described, and now owned by State Permanent School Fund, said bonds having heretofore been duly issued by this Court for and on behalf of Common School District No. 36, of said County; and

WHEREAS, the Commissioners Court of said County now deems it advisable and to the interest of said Common School District that new bonds be issued in lieu of the following outstanding bonds;

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

I.

That the bonds of said Common School District, to be called "Common School District No. 36 Refunding Bonds," be issued under and by virtue of the Constitution and Laws of the State of Texas, to the amount of \$7,500.00, for the purpose of refunding and canceling, and in lieu of a like amount of valid and outstanding indebtedness of Common School District No. 36, of Upshur County, Texas, evidenced by bonds as follows:

BOND NUMBERS	DATE	MATURITY	RATE OF INTEREST	AMOUNT ORIGINALLY ISSUED	AMOUNT TO BE REFUNDED
2-16-	2-21-27	1947	5%	\$8,000	\$7,500

II.

That said bonds shall be numbered consecutively from 1 to 75, inclusive, shall be of the denomination of \$100.00 each, aggregating \$7,500.00.

III.

That they shall be dated on the 1st day of February, 1935, and shall become due and payable serially as follows:

\$200.00 on	February 1, 1936 to 1940;
\$400.00 on	" 1941 to 1945;
\$500.00 on	" 1946 to 1952;
\$1000.00 on	" 1953;