

are outstanding a tax upon all taxable property within said district situated within the respective counties sufficient to pay the current interest on said bonds and provide a sinking fund sufficient to pay the principal at maturity.

Boyd Killingsworth has been appointed presiding officer of said election and he shall select two judges and two clerks to assist him in holding the same and he shall within five days after said election has been held make due return thereof to the Commissioners court of Upshur County, which is the county designated to manage and have control of the public schools in said district, as is required by law for holding a general election.

All persons who are legally qualified voters of this State and of the counties of Upshur and Harrison, Texas, who are qualified resident property taxpayers in Common County Line School District No. 19 of said counties and who own taxable property in said district and who have duly rendered the same for taxation shall be entitled to vote at said election, and all voters desiring to support the proposition to issue bonds shall have written or printed on their ballots the words:

"For the issuance of bonds and the levying of the tax in payment thereof "

And those opposed shall have written or printed on their ballots the words:

"Against the issuance of bonds the levying of the tax in payment thereof."

Said election was ordered by the county judge of this county by order made on the 13 day of November, 1935, and this notice is given in pursuance of said order.

Dated this 13 day of November 1935.

J. W. Bryce, Sheriff Upshur County, Texas.

SHERIFF'S AFFIDAVIT OF POSTING ELECTION NOTICE.

THE STATE OF TEXAS |
COUNTY OF UPSHUR |

Before me, the undersigned authority, on this day personally appeared J.W.Bryce, known to me to be the Sheriff of Upshur County, Texas, and who, after being by me first duly sworn, upon his oath,

That the above and foregoing notice of election is a true, full and exact copy of the notice of election therein referred to which he, as such sheriff, posted in three public places in said district, to wit: one at New Diana School House #19 one at Louie D. Covin's store and one at M. M. Lester's store - on the 14 day of November 1935, which was not less than ten full days before the date of said election.

J. W. Bryce, Sheriff of Upshur County, Texas.

Sworn to and subscribed before me by J. W. Bryce on this the 14 day of November, 1935.

Seal

W. A. Vaughan, Notary Public,
Upshur County, Texas.

RETURNS OF BOND ELECTION IN COMMON SCHOOL DISTRICT.

THE STATE OF TEXAS | TO THE HONORABLE COMMISSIONERS' COURT
COUNTY OF UPSHUR | OF SAID COUNTY:

We, the undersigned officers, holding an election on the 30 day of November, A.D. 1935, in (a) New Diana Common County Line School District No. 19, of said County, on the question of issuing \$17000 of Schoolhouse Bonds for said District, running 1 to 34 years and bearing 5 per centum interest, and levying a tax upon all taxable property within said District sufficient to pay the current interest on said bonds and provide a sinking fund sufficient to pay the principal as the same becomes due.

HEREBY CERTIFY that at said election there were cast 51 votes, of which number there were cast:

"For the issuance of bonds and the levying of the tax in payment thereof" 48 votes.

"Against the issuance of bonds and the levying of the tax in payment thereof 3 votes.

Majority (b) For the issuance of bonds and the levying of the tax in payment thereof ----- 48 votes.

That the polls for said election opened at 8 o'clock A.M., and closed at 6 o'clock P.M. We herewith enclose poll list and tally sheet of said election.

SIGNED THIS, the 30 day of November A.D. 1935.

Boyd Killingsworth, Presiding Officer.

C. B. Buie, Judge

.....Judge.

Roy Covin, Clerk.

ORDER OF COMMISSIONERS COURT CANVASSING RETURNS AND DECLARING RESULTS.

STATE OF TEXAS |
COUNTY OF UPSHUR |

On this the 7 day of December, 1935, came to be considered the returns of an election held on the 30 day of November, 1935, in Common County Line School District No. 19 of this county upon the question of issuing \$17,000.00 of schoolhouse bonds for the said district, running 30 years, and bearing 5 per cent interest, and levying a tax on all taxable property of said district sufficient to pay the current interest on said bonds and provide a sinking fund sufficient to pay the principal at maturity, and it appearing that said election was in all respects legally held and that said returns were duly and legally made and that there were cast at said election 51 valid and legal voters, of which number there were cast:

For the issuance of the bonds and levying of the tax in payment thereof- 48 votes.

Against the issuance of the bonds and the levying of the tax in payment thereof 3 votes.

And it appearing to the court from said returns that a majority of the qualified resident property taxpaying voters of said district who own taxable property in said district and who had duly rendered the same for taxation, voting at said election, voted in favor of issuing said bonds, that court does hereby declare the proposition for the issuance of said bonds to have been adopted, and that this court is authorized to issue said bonds and to levy and have assessed and collected said tax.

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

ORDER AUTHORIZING THE ISSUANCE OF BONDS.

State of Texas |
County of Upshur |

On this the 7 day of December 1935, the commissioners court of Upshur county convened in regular session, all the members thereof.

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, among other proceedings, passed the following order:

Whereas, at an election held for the purpose on the 30 day of November, 1935, a majority of the qualified resident property taxpaying voters of Common County Line School District No. 19 of the Counties of Upshur and Harrison, Texas, who owned taxable property in said district and who had duly rendered the same for taxation having at said election voted in favor of the issuance of the bonds hereinafter described and in favor of the tax hereinafter levied;

Therefore, be it ordered by the commissioners court of Upshur County:

1. That the bonds of said district to be called "Common County Line School District No. 19 Schoolhouse Bonds" be issued on the faith and credit of said Common County Line School District No. 19 of said counties, for the purpose of constructing and equipping a public free school building of brick, and to deter~~m~~

11. Said bonds shall be numbered consecutively from 1 to 34 inclusive, and shall be of the denomination of \$500.00 each, aggregating \$17,000.00.

111. They shall be dated Dec. 15, and shall become due and payable in serial annual installments as follows: \$500.00 on the 15 day of December, 1936; \$500.00 on the 15 day of December, 1937, and \$500.00 each year thereafter up to and including the year 1961 and \$1000.00 each year from 1962 and 1965 inclusive, but bonds No. 3 to 34 inclusive may be redeemed at the pleasure of said district at any time after 2 years from their date.

1V. They shall bear interest at the rate of 5 per cent per annum, payable annually on the 15 day of each year.

V. Principal and interest shall be payable upon presentation and surrender of bonds or proper coupons in lawful money of the United States at the office of the Treasurer of the State of Texas at Austin, Texas, or office of County Treasurer of Upshur County, Texas, at the option of the holder.

VI. Said bonds shall be signed by the County Judge of Upshur County, countersigned by the County Clerk of Upshur County, and registered by the county treasurer of Upshur County, Texas, and the seal of the commissioners court of Upshur County shall be impressed upon each of them; the facsimile signatures of the County Judge and County Clerk of said county may be lithographed on the coupons.

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

NO. 1	UNITED STATES OF AMERICA	\$500.00
	The State of Texas.	
	Counties of Upshur and Harrison	

THIS IS TO CERTIFY that the counties of Upshur and Harrison in the State of Texas, for and on behalf of Common County Line School District No. 19 of Upshur and Harrison Counties, hereby promise to pay to bearer one years from date hereof the sum of Five Hundred (\$500.00) dollars in lawful money of the United States of America, together with interest thereon from the date hereof, at the rate of 5 per cent per annum, payable on the 15 day of December of each year, Principal and interest payable upon presentation and surrender of bond or proper coupon at the office of the Treasurer of the State of Texas, at Austin, Texas, or office of County treasurer of Upshur County, Texas, or at the option of the holder.

This bond is one of a series of 34 bonds, numbered consecutively from 1 to 34, inclusive, of the denomination of 500.00 Five Hundred (\$500.00) dollars each, aggregating Seventeen thousand (\$17,000.00) dollars, issued by the commissioners courts of Upshur and Harrison counties, in the State of Texas, on the faith and credit of Common County Line

School District No. 19 of said counties, for the purpose of constructing and equipping a public free school building of brick, in and for said Common County Line School District No. 19 under and by virtue of Chapter 13, Title 49, R. S. 1925, and the Constitution and laws of said State, and in pursuance of an order passed by the Commissioners court of Upshur county, which order is of record in the minutes of said court, and in pursuance of an order passed by commissioners court of Upshur county, which order is of record in the minutes of said court.

The said Common County Line School District No. 19 has and hereby reserves the right to redeem this bond at any time after 2 years from its date by paying principal and accrued interest, and in case the same shall be called in for redemption before maturity, notice thereof in writing shall be given by the President of the District Trustees of said Common County Line School District No. 19 to the county treasurer of Upshur County at least thirty days before the date fixed for redemption, and, should this bond not be presented for redemption, it shall cease to bear interest from and after the date so fixed for redemption.

The date of this bond, in conformity with the order last above mentioned, is 15 day of Dec. 1935.

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

This bond is executed on behalf of Upshur and Harrison counties. It is signed and executed by the county judge of Upshur County, is countersigned by the county clerk of said county and registered by the county treasurer of said county, by virtue of authority given in the order of the commissioners court of Upshur county authorizing the issuance of bonds.

In testimony whereof, said commissioners court of Upshur County has caused the seal of said court to be affixed hereto and this bond to be signed by the county judge and countersigned by the county clerk of said county as of the day and year last aforesaid.

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

Registered: W. A. Lunsford, County Treasurer Upshur County, Texas.

Countersigned: B. C. Elwell,
County Clerk, Upshur County, Texas.

VIII. The coupons attached to said bonds shall be substantially in the following form:

No. 1 \$25.00

The counties of Upshur and Harrison, Texas, for and on behalf of and upon the faith and credit of Common County Line School District No. 19 of said counties, hereby promise to pay to bearer at the office of the State Treasurer, at Austin, Texas, or office of county treasurer of Upshur County, Texas, or at the option of the holder, on the 15 day of Dec. 1936, the sum of Twenty Five (\$25.00) dollars, being 12 months' interest on Common County Line School District No. 19 Schoolhouse Bond No. 1.

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

B. C. Elwell, County Clerk Upshur County, Texas.

IX. That the following certificate shall be printed on the back of each bond:

OFFICE OF COMPTROLLER |
STATE OF TEXAS |

I HEREBY CERTIFY That there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this bond has been examined

WITNESSETH: 1. First Party agrees to employ and does hereby employ Second

Party to enforce by suit or otherwise, and hold and assist the local officers in the enforcement of the collection of all delinquent State and county ad valorem taxes, penalty and interest, and all delinquent taxes, penalty and interest (except taxes of independent school districts and incorporated cities and towns) due any and all political subdivisions or defined districts of said county and State which the county tax collector receives and receipts for, under the provisions of Articles 7254 and 7257, R. S. 1925, and shown to be delinquent upon the delinquent tax records of said county from 1885 to the date of the termination of this contract as fixed in Section IX hereof, (including such personal property or inchoate taxes as the Commissioners' Court and Second Party mutually deem collectible; provided current year taxes falling delinquent within the period of this contract shall become subject to its terms on the 1st day of September, following date of delinquency (July 1).

Note: -- The date here fixed should be governed by the time necessary for the tax collector to issue delinquent tax notices as provided for in Article 7324, Chapter 117, page 196, Regular Session, 42nd Legislature, including the 30 days allowance for payment of taxes before suit is instituted.

11. Second Party is to call to the attention of the County Tax Collector or other officials any errors, double assessments, or other discrepancies coming under his observation during the progress of the work, and all charges on the tax rolls that show from 1885 to the date of the termination of this contract to be delinquent, which are caused through error, conflicts, double renditions, illegal assessments, etc. A cancellation certificate shall be prepared on forms furnished by the State Comptroller of Public Accounts, Austin, Texas, showing how such errors came about and which shall be sufficiently full and complete as to justify the Commissioners' Court in ordering a cancellation certificate issued and that will meet with the approval of the Comptroller of Public Accounts, Austin, Texas.

111. Second Party hereby agrees and obligates himself to communicate with each and every person, firm, association or corporation owing any of said taxes with the view of collecting same and shall, before filing suits for the recovery of delinquent taxes for any year or years, prepare and mail delinquent tax notices to the owner or owners of said property at their last known address covering all delinquent taxes shown to be due on the tax rolls of said county, as provided for in Article 7324, Revised Civil Statutes, 1925, as amended by Chapter 117, page 196, Acts of the Forty-second Legislature, Regular Session. In the event the taxes, together with penalty and interest are not paid within thirty (30) days from the date of such statements and notices are mailed, then Second Party shall prepare, file and institute, as soon as practical thereafter, a suit for the collection of said taxes, penalty and interest, which suit shall include all past due taxes for all previous years on such tract or tracts; and where there are several lots in same addition or subdivision delinquent, belonging to the same owner or owners all said delinquent lots shall be made the subject of a single suit, and which suit shall be prosecuted with dispatch to final judgment and sale unless said taxes are sooner collected.

1V. Second Party, where it is necessary to prepare and file suits for the enforced collection of delinquent taxes on real property, shall make and furnish an abstract of the property which shall show the amount of delinquent taxes due against each and every tract, lot or parcel of land, and shall show the number of acres so delinquent and a correct description of the property, the year delinquent how it was charged upon the tax rolls, the correct name of owner or owners of the property at the time it became delinquent, the person from whom and the date that he or they derived title to said property, and the volume and page of public records that his or their deed or other title evidence is of record, and the date that each subsequent change of ownership occurred down to the present ownership;

it shall further show the name of any and all outstanding lien holders and leasehold interests of record, and all other information necessary for the proper preparation and filing of suit or suits for the collection of the delinquent taxes.

V. Second Party shall prepare or aid and assist the County or District Attorney in preparing all petitions, citations, notices by publication, personal service citations, notices by posting, judgments, notices of sale, orders of sale and any and all other things necessary or required to be done for the collection of all delinquent taxes, and shall render all necessary and proper assistance to each of the other officers to the end that all taxes, assessed or unknown and unrendered now delinquent, or that may become delinquent during the life of this contract and be so reported on Comptroller's Forms provided therefor, may be collected, and when collections are not made, to assist in reducing same to final judgment and sale.

VI. It being further agreed and understood that Second Party shall furnish at his own expense, all stationery, legal blanks or forms, stamps, envelopes and printing, together with all labor necessary to complete said contract; and that Second Party shall pay off and discharge any and all bills for, and other expenses incurred in the prosecution of said work, and it is hereby understood and agreed that said First Party shall not be responsible for the payment of such expense of any part thereof.

VIII. First Party agrees to pay to Second Party as compensation for the services required hereunder _____ per cent (not to exceed fifteen (15) per cent) of the amount collected of all delinquent taxes, penalty and interest of the years covered hereby, actually collected and paid to the collector of taxes during the term of this contract, of which Second Party is instrumental in collecting as evidenced by copies of communications, tax notices or abstracts filed with the tax collector prior to the payment of such tax, including collection of taxes on property not appearing on the assessment rolls discovered by said Second Party, as and when collected, following the end of each monthly report within the period of this contract, accordingly as the collector makes up his monthly reports, provided cost of collecting delinquent taxes shall not exceed the amount of penalty and interest (Chapter 229, Sec. 2, Regular Session, Forty-second Legislature, having reference to the regular 10% penalty and 5% interest.) The per cent of compensation here referred to shall be contingent upon the collection of such taxes as by act of the Legislature are required to be collected. Should any remission of penalty and interest on taxes appearing on the delinquent records be made by legislative enactment affective during the period of this contract, the same shall not be collected nor commission allowed thereon.

VIII. No contract shall be drawn to cover a period of more than two years nor shall a contract drawn during any calendar year extend beyond December 31 of the year following, except that in either case the contractor shall be allowed six months (subject to extension by agreement of contracting parties) in which to prosecute to final judgment suits filed prior to December 31, 1937, terminating date of contract.

Should the time allotted for final judgment be extended a separate agreement shall be drawn up and signed and approved in the same manner as the original contract.

This contract shall be in force from Jan. 1, 1936, to December 31, 1937, both dates inclusive, and at the expiration of said period this contract shall terminate; provided, the Commissioners' Court and the State Comptroller shall have the right to sooner terminate this contract for cause by giving thirty (30) days written notice of such intention with a statement of the cause or reason for such termination, after giving second party a reasonable opportunity of explaining or rectifying the same. In case of

such termination, Second Party shall be entitled to receive and retain all compensation due up to the date of said termination.

X. Before any commissions are paid out under the terms of this contract, Second Party shall furnish a good and sufficient bond, payable to the county judge and to his successors in office, in the sum of Five Thousand (\$5000.00) Dollars (not to be less than \$5000 accordingly as the Commissioners' Court deems just and proper) to be executed by a solvent company, or if executed by private parties, the bond shall be signed by at least three good and sufficient sureties owning unincumbered real estate subject to execution, of value equal to the amount of bond and conditioned upon the specific performance of the terms hereof, including the making of reports of collections out of which he is entitled to commission, and further conditioned that he shall forthwith pay over to the Tax Collector any money or commissions paid him by mistake or through error to which he is not entitled under the terms of this contract. Said bond shall be approved in open Commissioners' Court, signed by the County Judge, filed and recorded in the county Clerk's office and a certified copy of same furnished the State Comptroller.

XI. At the end of each month, or as soon thereafter as the tax collector shall have made up his report showing the collections made for such month, said Second Party having access to said report shall by comparison of the same with his own files or record of service, copies of which he has filed with the tax collector, make up in triplicate a report of collections out of which he is entitled to commission under the terms of this contract. The report of Second Party shall be made on form furnished by the Comptroller. It shall show each year and the taxes collected therefor on a separate line, and after having been signed and sworn to by Second Party and attested by the tax collector, one copy of the same shall be attached to and accompany the tax collector's monthly report to the Comptroller's office.

XII. Each month, at the time he prepares his monthly report of taxes collected and before any distribution of such taxes is made to the several funds of the county and the State of Texas, and after having verified the correctness of commissions claimed, the county tax collector is hereby authorized, ordered and directed to deduct the above specified per cent of said taxes, penalty and interest to which Second Party is entitled, and to pay the same to him, unless otherwise herein directed, and to take his receipts therefor; provided that the tax collector before complying with the provisions of this section shall first satisfy himself that the bond required under the provisions of section X of this contract has been approved and placed on record in the office of the county clerk.

Note; Should the Commissioners' Court and the contracting party elect that the the commissions withheld be placed in an escrow fund, another section setting forth the method of payment to the contracting party should be added to and inserted in this contract preceding the last page prepared for the signatures of the contracting parties.

XIII. In order that the tax collector may be able to verify and attest the correctness of commissions claimed by Second Party, as evidence of service and to entitled him to the commissions provided for in this contract, Second Party shall file with the tax collector prior to time of payment, copies of such communications, tax notices or abstracts which shall be preserved by the tax collector in such manner as will make them easily accessible for purpose of verification, or for use in tax suits, in cases where the filing of suits becomes necessary to collect the taxes.

XIV. It is further understood and agreed that this contract is for personal services and is not transferable or assignable without the written consent and approval of First Party. It is also agreed that the Commissioners' Court of said county shall furnish suitable space in or near the courthouse as convenient to the records of said

