

September 18, 1964

Commissioners' Court met in regular session with all members present.

Motion was made by A. D. Hackler, seconded by Bryant Holmes to accept the bid of Charlie Hurd for oil and gas lease of blocks 1, 2, 22 and 43 of the Crittenden Subdivision, Baylor County, Texas, this being a part of the Upshur County Public School Lands.

Commissioners Hackler, Holmes, & Langford voted aye to lease said lands to Charlie Hurd in amount set forth in lease which is a part of these minutes. Commissioner Shockey did not vote.

D. H. McHenry
County Judge

Bryant Holmes
PRECINCT # 2

M. L. Langford
PRECINCT # 3

A. D. Hackler
PRECINCT # 4

THE STATE OF TEXAS

COUNTY OF UPSHUR

WHEREAS, the Office of the County Auditor for Upshur County, Texas, has heretofore been established in conformity with law, and is now vacant, and it now becomes the duty of the District Judge having jurisdiction in Upshur County, Texas, to fill such vacancy by appointing a County Auditor; and

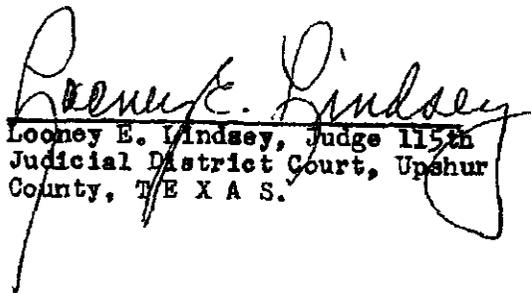
WHEREAS, the compensation of the County Auditor for Upshur County, Texas, has heretofore been set at an amount not less than that paid the County Tax Assessor-Collector per year and has been approved by the Commissioners' Court for that amount;

Now, Therefore, I, Looney E. Lindsey, Judge, 115th Judicial District Court, the Court having jurisdiction in Upshur County, Texas, do hereby re-appoint Bruce Morris, Jr., a qualified person and citizen of Upshur County, Texas, as County Auditor of Upshur County, Texas; and he shall before entering upon the duties of said office, take and subscribe the oaths prescribed by law, as set forth in Article 1649, Revised Civil Statutes of Texas, and enter into bond as therein provided, payable and conditioned as prescribed by law, and upon so qualifying, shall hold said office and discharge the duties thereof for a period of two years from the date he shall qualify under this appointment and until his successor shall be duly appointed and qualified.

The salary herein provided shall be paid in equal monthly installments at the end of each calendar month, as provided by law, and the said Bruce Morris, Jr. shall perform the duties prescribed for the office of the County Auditor and be subject to the provisions of law respecting his duties

and tenure of office. This order shall be entered in the minutes of the 115th District Court of Upshur County, Texas, and be certified by the Clerk of said Court to the Commissioners' Court of Upshur County, Texas, which shall cause the same to be entered in the minutes with appropriate order directing payment of the salary.

Witness my hand at Gilmer, Texas, this 1st day of October, 1964.


Looney E. Lindsey, Judge 115th
Judicial District Court, Upshur
County, T E X A S.

Public Official Bond

Maryland Casualty Company

BALTIMORE

KNOW ALL MEN BY THESE PRESENTS, That **BRUCE MORRIS, JR.**

as Principal (hereinafter called Principal), and the MARYLAND CASUALTY COMPANY, a corporation of the State of Maryland, having its principal office in the City of Baltimore, Maryland, as Surety (hereinafter called Surety), are held and firmly bound unto the **County Judge of Upshur County and his successors in office**

(hereinafter called Obligee) in the penalty of **Two Thousand Five Hundred / 00**

Dollars (\$ **2,500.00**), to the payment whereof, well and truly to be made and done, the said Principal binds himself, his heirs, executors and administrators, and the said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents

THE CONDITION OF THE AFOREGOING OBLIGATION IS SUCH, that WHEREAS, the said Principal was ~~elected or~~ appointed **County Auditor** for the term beginning on the **1st day of October** 19 **64** , and ending on the **31st day of September** 19 **66**

NOW, THEREFORE, if the said Principal shall, during the term of this bond, well and faithfully perform all and singular the duties incumbent upon him by reason of his election or appointment to said office, except as hereinafter limited, and honestly account for all moneys coming into his hands, according to law, then this obligation shall be null and void, it is otherwise to be and remain in full force and virtue

This bond is executed by the Surety upon the following express condition, which shall be a condition precedent to the right of recovery hereunder

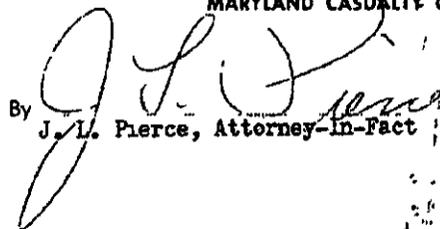
IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN ALL PARTIES HERETO that if the Surety shall so elect, this bond may be cancelled by giving thirty (30) days' notice in writing to the said Obligee and this bond shall be deemed cancelled at the expiration of said thirty (30) days, the said Surety remaining liable for all or any act or acts covered by this bond, which may have been committed by the Principal up to the date of such cancellation, under the terms, conditions and provisions of this bond, and the Surety shall, upon surrender of this bond and its release from all liability thereunder, refund the premium paid, less a pro rata part thereof for the time this bond shall have been in force

SIGNED, SEALED and DATED this **1st.** day of **October** 19**64**

Witness


Principal Seal

MARYLAND CASUALTY COMPANY

By 
J. L. Pierce, Attorney-in-Fact

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