

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

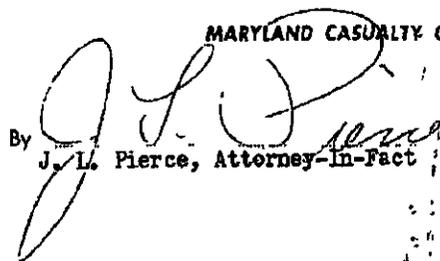
IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN ALL PARTIES HERETO that if the Surety shall so elect, this bond may be cancelled by giving thirty (30) days' notice in writing to the said Obligee and this bond shall be deemed cancelled at the expiration of said thirty (30) days, the said Surety remaining 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** **1964**

Witness


Principal Seal

MARYLAND CASUALTY COMPANY

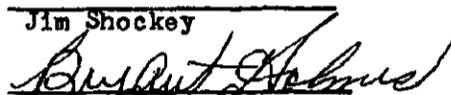
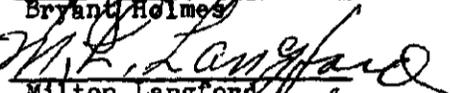
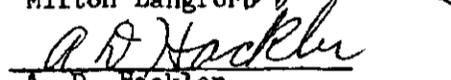
By 
J. L. Pierce, Attorney-in-Fact

P O 13012 Rev 11 27 46

L. G. MCKINLEY
 COUNTY JUDGE
 UPSHUR COUNTY,
 GILMER, TEXAS

Commissioners Court met in special session with all members present. Motion made by Milton Langford and second by Bryant Holmes to accept bid of George P. Bane Inc. for one used Motor Grader in amount of \$5000.00 machine purchased as follows:
 Caterpillar Motor Grader Model 112, Serial # 9T-1367, equipped with Power Steering.
 Purchase to be made with lease purchase agreement .
 Motion carried.


 L. G. McKinley

Jim Shockey

 Bryant Holmes

 Milton Langford

 A. D. Hackler

GEORGE P. BANE, INC.

220 N GLENWOOD BLVD , P O BOX 4299, TYLER, TEXAS 75703
 AREA CODE 214 - LY 4-6641

November 2, 1964

The Honorable County Judge
 and Commissioners' Court
 Upshur County
 Gilmer, Texas

Gentlemen:

We are pleased to submit our bid on your machinery requirements
 for Precinct No. 3 as follows:

One used Caterpillar Model 212, Motor Grader, Serial
 No. 9T-1367 equipped with Power Steering

Trade in one used Allis-Chalmers Model AD40, Motor
 Grader, Serial No. 1113.

Net difference F.O.B. Upshur County, Texas \$5,000.00

We hope that we may have the pleasure of serving you.

Very truly yours,

GEORGE P. BANE, INC.

Travis Watson
 Travis Watson
 Sales Manager

TW/ba

ACCEPTED:

R. M. Kules

Bryant Holmes
M. L. Langford
A. D. Hacker



AUTHORIZED DISTRIBUTORS **ALLIS-CHALMERS** CONSTRUCTION MACHINERY
 SALES • SERVICE • PARTS • RENTALS

LEASE AGREEMENT

THIS LEASE, made this the 2nd day of November, 1964, between George P. Bane, Inc. of Tyler, Texas, hereinafter known as LESSOR, and Upshur County Precinct No. 3 a quasi municipal corporation of the State of Texas, as LESSEE, acting by and through its COMMISSIONER'S COURT Pursuant to an order duly and regularly passed on the 2nd day of November 1964, witnesseth that

Whereas, the LESSEE requires the use of the following equipment
One Used Caterpillar Model 212 Motor Grader, Serial No. 9T-1367, As is with power steering

hereinafter referred to as Motor Grader for the purpose of building and maintaining roads, and whereas, there is now available, and will be available in said County's Road and Bridge Fund, monies which it may lawfully spend for leasing said Motor Grader

1 Now therefore, the LESSOR in consideration of the payment of \$2000.00 trade-in AC Model AD40 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Motor Grader for a minimum period commencing on the date of this LEASE and ending May 15, 1966, on the following terms

1	\$2000.00 due 5-15-65	13	19
2	2000.00 Due 10-15-65	14	20
3	1000.00 due 5-15-66	15	21
4	10	16	22
5	11	17	23
6	12	18	24 - used

2. The LESSEE acknowledges receipt of above desired Motor Grader, in good order and ~~new~~ condition and upon the expiration of the terms of this lease (in the event the option hereinafter referred to has not been exercised) or upon the prior termination of this lease, the LESSOR shall be entitled to the immediate possession of said Motor Grader and the LESSEE shall thereupon deliver said Motor Grader

to the LESSOR at Tyler, Texas in good order and condition, ordinary wear and tear thereof excepted

3 The LESSEE shall have the right to make any reasonable and lawful use of said Motor Grader and shall take reasonable and proper care thereof, and at its own expense make all necessary repairs and replacements In the event of any default by the LESSEE in the payment of rent, or otherwise, this LEASE shall terminate at the option of the LESSOR

4. The LESSOR hereby gives the LESSEE the option to purchase said Motor Grader in its then condition, at any time during the terms of this LEASE (or within any extension or renewal thereof) or within five days thereafter for the purchase price of \$5,000.00 to be paid in cash or legally issued County Warrants plus 6% per annum interest on the amount from the date of this LEASE until such purchase price has been paid, from which total amount shall be deducted rentals theretofore paid In the event said option of purchase is exercised, however, all rentals theretofore paid shall be deducted therefrom as of the dates such rental installments were paid In the event the payments are not paid at maturity they shall bear six percent per annum interest until paid

5 The LESSOR hereby gives the LESSEE the option to renew or extend this LEASE at any time during the term thereof, or within five days thereafter, and upon the same terms and conditions as herein stipulated, said renewal or extension, if any, to be endorsed upon this LEASE and signed by both parties thereof

6 It is hereby expressly understood and agreed that the LESSOR shall not in any case, or under any circumstances, be held liable for any loss or damage, or claims for loss or damage, of any kind or character whatsoever, to persons or property, or otherwise, arising from, or in any manner connected with the use or operation of said Motor Grader and any and all loss or damage, and claims for loss or damage, are hereby specifically waived by the LESSEE

7 It is expressly agreed and understood that this LEASE does not obligate the LESSEE to purchase said Motor Grader or to renew this LEASE It is further expressly agreed and understood that if in the future the LESSEE avails itself of the option either to renew this LEASE or to purchase said Motor Grader as herein provided, it will do so only upon the condition that at the time of exercising said option or renewing this LEASE it either has available for said purpose, monies currently available which it will then be lawfully entitled to expend or is lawfully entitled to incur the necessary liability for the rental or the payment of the purchase price

8. Any notice that either party desires to give to the other shall be in writing and forwarded by registered mail to the last known address of the other party.

9 This LEASE is executed in triplicate, a copy of which LESSEE hereby acknowledges having received

George P. Bane, Inc. LESSOR
 By B. J. Peterson Gen. Mgr
Upshur County Precinct No. 3 LESSEE
 By L. B. McWhorter County Judge
 ATTEST O. W. Leyel County Clerk

[Signature] Commissioner Precinct No. 1
[Signature] Commissioner Precinct No. 2
[Signature] Commissioner Precinct No. 3
[Signature] Commissioner Precinct No. 4

STATE OF TEXAS
 COUNTY OF Upshur
 I, O. W. Leyel, County Clerk in and for Upshur County, Texas

do hereby certify that the above and foregoing is true and correct copy of the LEASE AGREEMENT entered into this date by and between George P. Bane, Inc., as LESSOR, and Upshur County Precinct No. 3 County, Texas, as LESSEE, and the same appears of record in Vol. _____, Page _____, of the COMMISSIONERS' COURT MINUTES of Upshur County, Texas

Given under my hand and seal of office, this, the 2 day of Nov, 1964 A D
[Signature]
 County Clerk Upshur County Texas

LEASE AGREEMENT

between
and

FILED

1964 NOV -2 AM 11 17

O W LOYD
CLERK UPSHUR COUNTY,

Assignment of Lease

Date November 2, 1964
City Gilmer
State Texas

For value received the undersigned does hereby sell, assign, and transfer unto Farmers & Merchants National Bank, Gilmer the annexed lease dated Nov. 2, 1964 made by the undersigned to Upsbur County, Texas

(Lessee's Name) (Address)

of Model 212 Caterpillar Machinery, Serial No (s) 98-1367 and

all property therein described, all moneys due and to become due thereunder and the proceeds of any policy or policies of insurance required by said lease and all of the right, title and interest of the undersigned in and to said lease, property and moneys due or to become due thereunder and in and to the proceeds of any policy or policies of insurance required by said lease and in consideration of the acceptance of this assignment by

Farmers & Merchants Natl Bank and as a part of the same transaction the undersigned hereby guarantees the payment of all moneys due, or to become due thereunder, and that the Lessee will perform each and every term, covenant and condition of said lease, at the time and in the manner therein specified, and the undersigned does hereby agree that in the event of default by the aforesaid Lessee in the performance of any of said covenants and agreement, including said payments of rental as they shall fall due, that immediately upon any such default, without further notice, the undersigned will pay to Farmers & Merchants National Bank said money so in default or perform said covenants and conditions so in default

The Undersigned warrants to Farmers & Merchants National Bank

(1) the title to the property described in said lease, (2) that said lease is a valid and original lease, (3) that the Lessee in said lease has capacity to contract and that the signatures thereto are the genuine signatures of the party whose name appears thereon to be, (4) that the unpaid balance of the rent specified in said lease is Five thousand dollars

as appears from the face thereof, (5) that the Lessee named in said lease (or his assignee) is not in default and has made all payments and has done and performed all acts and things on his part required to be done, paid or performed by the terms of said lease to the date of this assignment, (6) that any insurance required by said lease has been effected and is now in full force and effect

The liability of the undersigned shall not be affected by any indulgence, compromise, settlement, extension of credit, or variation of terms effected by the Lessee or any person interested. Notice of acceptance of this guaranty, notices of non-payment and non-performance, notices of amount of indebtedness outstanding at any time, protests, demands and prosecution of collection, and possessory remedies, and the right to remove any action from the Court originally acquiring jurisdiction are hereby expressly waived by the undersigned.

George P. Bane Inc. Tyler, Texas (L.S.)

By [Signature] (Official Title of Company) 2

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this November 6 day of 1964, and agrees to make all payments due under

Farmers & Merchants Bank Gilmer, Texas said lease to Upsbur County, Texas at

(L.S.)

By [Signature] (Signature of Authorized Official)