



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

October 2, 1967

Commissioners Court met in regular session October 2, 1967.
All members present. Court approved Sheriff Doyle Johnsons
bond.

John Shoney
Bryant Johnson
W. L. Langford
A. D. Hackler

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RESOLUTION FOR UPSHUR COUNTY COMMISSIONERS' COURT

WHEREAS, in 1959 Upshur County entered into a right of way contract with the State of Texas to acquire right of way on U. S. 271 in Upshur County under project RW 248-4-22, and

WHEREAS, in condemnation of Parcel No. 22A, O. L. Stracener et al, the judgment rendered title to the State of Texas and Upshur County, and

WHEREAS, the County Judge of Upshur County has been authorized to execute any and all contracts and agreements with the State in connection with said project.

NOW, THEREFORE BE IT RESOLVED that the County Judge execute a quitclaim deed to the State transferring any interest it may have acquired on the Stracener tract, Parcel No. 22A, in order to clear reimbursement into Upshur County of monies due under said right of way project.

Motion made by County Commissioner _____ and duly seconded by County Commissioner _____.

Passed and approved this 9 day of October, A. D. 1967.

COMMISSIONER, PRECINCT NO. 1

Raymond Johnson

COMMISSIONER, PRECINCT NO. 2

M. L. Longford

COMMISSIONER, PRECINCT NO. 3

Bob Walker

COMMISSIONER, PRECINCT NO. 4

ATTEST:
Paul Lloyd

COUNTY CLERK OF UPSHUR COUNTY

Oct. 9, 1967

Motion and second that only 4 boxes - #1, #2, #3, & #4 - will be used to hold the Special November 11, 1967 Election for "Amendments." This is in accordance with the election code Sec. 6, Subsection (g)

"In any election for which the election precincts are required to be those formed under the provisions of Section 12 of this code, if in any county there is no local office or proposition to be voted on by the voters of only that county or a part of that county, the authority holding the election may combine any two or more regular election precincts into consolidated precincts for such election in that part of the county having no such local office or proposition to be voted on if it appears that the voters included within each consolidated precinct can be adequately and conveniently served at one polling place; provided, however, that there shall always be at least one consolidated precinct wholly within each commissioners precinct of the county."

Motion carried.

[Handwritten signatures: A. H. McHenry, Jim Showers, August Hayes, M. L. Langford, and A. D. Hackler]

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State Department of Public Welfare
Commodity Distribution Division of Upshur County

~~Box 196~~ 305 E. Butler St.
GILMER, TEXAS

Oct. 26, 1967

The Commissioner's Court
Upshur County
Gilmer, Texas 75644

Honorable Judge McKinley & Members of
the Court:

Dear Sirs:

This is to inform you that, effective
November 1, 1967, I am resigning as
Authorized Representative of the
Upshur County Commodity Distribution
Program.

Yours respectfully,

Posey Seago
Posey Seago,
Authorized Representative

PS.hf

October 31, 1967

Commissioners Court met in special session with all members present. Motion made by Langford, second by Hackler to release from depository pledge of Farmers & Merchants National Bank, Gilmer, Texas, the following securities:

\$7000.00 City of Overton, Texas 3% Waterworks & Sewer Bonds. Maturing Nov. 19, 1967. Securities held by First National Bank, Dallas, Texas on receipt #49334.

Motion carried.

C. G. McKeel
Jim Shackley
M. L. Langford
a. Hackler

Oct 31, 1967

Commissioner's Court met in special session.
 Motion Made by A.D. Hackler second by
 M. L. Langford that Buck Davis be employed
 as Authorized Representative of Upshur County
 commodity distribution.

~~Motion Made~~ ~~by~~
 A.D. Hackler
 J. L. McPherson
 Jim Shoemaker
 M. L. Langford
 Motion Carried.

Motion made by Hackler second by Shackey
 that F. C. Garrison be retained as attorney
 in condemnation suit pending against Upshur
 County - Motion Carried

J. L. McPherson
 Jim Shoemaker

M. L. Langford
 A.D. Hackler
 M.

TCDRS-FORM A



TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM, SUGGESTED FORM OF
COUNTY PARTICIPATION ORDER AND MINUTES RELATING TO ADOPTION THEREOF.

THE STATE OF TEXAS }
 COUNTY OF Upshur }

On this the 1 day of November, 1967, the
 Commissioners Court of Upshur County, Texas, was con-
 vened in Special session at a November Term
 of said Court, with the following members present, to-wit:

L. G. McKinley, County Judge,
Jim Shockey, Commissioner, Precinct No. 1,
Bryant Holmes, Commissioner, Precinct No. 2,
M. L. Langford, Commissioner, Precinct No. 3,
A. D. Hackler, Commissioner, Precinct No. 4,
O. W. Loyd, County Clerk,

and at such session, among other proceedings had, the following
 order was passed:

"Whereas, the Texas Legislature has established the Texas
 County and District Retirement System, pursuant to Section 62 of
 Article XVI of the Texas Constitution; and

Whereas, said constitutional provision directs that the
 governing body shall determine whether the County shall participate
 in the System so established; and

Whereas, this Commissioners Court has determined that it
 is to the public interest that the County of Upshur
 participate in the System, for the purpose of more adequately
 providing for retirement of superannuated or disabled employees;
 it is therefore

ORDERED BY THE COMMISSIONERS COURT OF Upshur COUNTY,
 TEXAS:

1. In this order, the respective terms 'deposits',

'employee', 'earnings', 'prior service', 'service', and 'System' have the meanings defined for such term by Chapter 127, Acts, Regular Session, 60th Legislature of Texas.

2. Pursuant to the provisions of Chapter 127, Acts, Regular Session, 60th Legislature, Upshur County hereby elects to participate in, and to have its employees participate in the Texas County and District Retirement System, such participation to begin and be effective on the first day of January, 1968.

3. All persons who are employees of said County on the effective date of participation prescribed above shall become members of the System and shall be allowed credit for prior service in accordance with the provisions of said Act and the Rules and Regulations of the Board of Trustees of the System. Each person who shall become an employee of the County subsequent to the effective date of participation and who is not already a member of the System, shall become a member at date of his employment, provided he shall at such date be less than fifty-eight (58) years of age.

4. Each employee of Upshur County shall make deposits to the System for each payroll period at the rate of five per centum (5 %) ¹ of earnings, which deposits shall be withheld by the County Auditor ² from the compensation of the employee, in accordance with the Subsection 1, Section IV of

¹ Contribution rate may be four, five, six, or seven per cent.

² Fill in the title of the County payroll officer, e.g. "County Auditor" or "County Clerk".

the act above mentioned,³ The rate of deposits herein designated shall constitute the initial deposit rate of the County as a participating subdivision of the System, and will not be changed until it has been in effect for at least five (5) years.

5. In addition to deposits, as above specified, each employee member shall make to the System expense contributions at such rate (not exceeding fifty cents (50¢) per month) as is set by the Board of Trustees of the System; and such expense contributions shall be withheld from the compensation of the member in like manner as prescribed above for withholding of deposits to the Employee's Savings Fund of the System.

6. The County shall make benefit contributions to the System in an amount which for each payroll period is equal to the sum of deposits made to the System by all of its employees for such period; and in addition shall make expense contributions each month to the System which shall equal the sum of expense contributions made to the System for such month by all of the County's employees. The sums here designated to be paid by the County to the System are hereby appropriated out of and shall be paid from the respective funds from which compensation of the respective employee members are paid.

7. The County Auditor⁴ shall transmit and is

³ If the Court desires to limit the amount of earnings on which contributions (and resultant benefits) are calculated, add to the sentence, after the word "mentioned" the following: "provided, however, that annual earnings of any employee in excess of \$_____ per year, or which for any calendar month exceeds one-twelfth (1/12th) of said annual maximum, shall be excluded in calculating the deposits permitted by or required of such employee." The annual maximum, if one is prescribed, must be some multiple of \$1,200, but may not be less than \$3,600.

⁴ County payroll officer, e.g. "Auditor", "Clerk".

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hereby directed to transmit monthly (or at such times as the Board may designate) to the Director of the System such payroll and other pertinent information as the Board of Trustees of the System may prescribe, and on or before the fifteenth day of each month shall pay over to the System, on checks or warrants signed by him and by County Clerk⁵, the amounts withheld as deposits of members for each payroll period during the preceding month, together with the amounts withheld from employees as expense contributions to the System for such periods, and the benefit and expense contributions of the County for such periods.

Each employee who claims 'prior service' credit for service performed before the effective date of participation prescribed above shall promptly file with the County Auditor⁶ a detailed written statement (on such forms as are prescribed by or under the direction of the Board of Trustees of the System) of all such prior service. The County Auditor⁶ hereby authorized and directed to verify each such statement of prior service claimed, and upon being satisfied that the same is correct, to certify to the Board of Trustees of the System on behalf of this County: (a) the length of 'prior service' for which credit is allowed by this County to the employee-member (stated in terms of months of such service), and (b) the 'average prior service earnings' of the employee-member, to be computed and

⁵ List the other officers who are required by law or by order of Court to sign warrants or checks

⁶ Insert title of officer who is to verify and certify prior service records, as "County Auditor", "County Clerk". If more than one, include each officer by title, and specify the function each is to perform for the County in the matter

reported as directed by the Board of Trustees of the System."

The above order being read, it was moved and seconded that the same do pass and be adopted. Thereupon, the question being called for, the following members voted Aye: Shockey, Holmes, Langford, Hackler, McKinley; and the following voted No: None.

Witness our hands officially this 1 day of November, 1967.

L. G. McKinley
County Judge

Jim Shockey
Commissioner, Precinct No. 1

Burton Holmes
Commissioner, Precinct No. 2

M. L. Langford
Commissioner, Precinct No. 3

A. D. Hackler
Commissioner, Precinct No. 4



ATTEST:

O. W. Lloyd
County Clerk and Ex-Officio
Clerk of the Commissioners
Court, Upshur County, Texas

FILED
at 8-48 o'clock a M

NOV 7 1967

O W LOYD
County Clerk, Upshur County, Texas
By Aym Zunn Deputy

TREASURER'S QUARTERLY REPORT
 BY G. H. Pitman COUNTY TREASURER
 FROM July 1, 1967 TO Sept. 30, 1967 INCLUSIVE

11 12 13 14

	Balance Last Report	Amt Rec Since Last Report	Disbursements	Transfers In	Transfers Out	BALANCE	
1 General	50,120.02	3,807.43	32,895.79		5,000.00	16,031.66	1
2 Salary	1,746.85	15,448.06	29,819.74	15,000.00		2,375.17	2
3 R&B	18,835.06	838.21	2,019.87		10,000.00	7,653.40	3
4 R&B 1	22,827.22	2,041.79	11,874.01			13,055.00	4
5 R&B 2	20,144.68	2,506.86	12,624.03			10,027.51	5
6 R&B 3	21,315.01	2,354.84	13,626.34			10,043.51	6
7 R&B 4	20,475.85	1,824.88	18,363.16			3,937.57	7
8 Perm Imp	289.99					289.99	8
9 Perm School	25,773.75	2,873.40	24,655.62			3,991.53	9
10 Social Sec	16,278.49		5,258.81			11,019.68	10
11 Jury	2,899.37	147.44	1,246.92			2,799.89	11
12 R&B 3A Int & Skg	21,196.52	147.81	651.25			20,693.08	12
13 R&B 1B Avail							13
14 Road Dist 1-C Avail	601.03	.41				601.44	14
15 Road Dist 1-C Int & Skg							15
16 Upshur Law Library	400.25	648.00	76.38			971.87	16
17 R.O.W.	7,388.88	153.44				7,542.32	17
18 Immigration Project	4,119.88	2,295.00	2,503.39			3,911.49	18
19	234,412.85	35,087.57	155,555.31	15,000.00	15,000.00	113,945.11	19
20							20

LIST OF BONDS AND OTHER SECURITIES ON HAND
 PERMANENT SCHOOL FUND

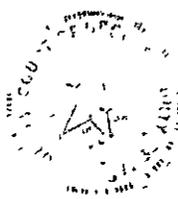
18 Ore City ISD Bonds	18,000.00	10 Liberty Eylau ISD Bonds	10,000.00
6 Huntington ISD Bonds	6,000.00	8 Bowie Co. GSD School Bldg. Bonds	8,000.00
9 Warton ISD Bonds	9,000.00	6 Road Dist. A Upshur County Bonds	6,000.00
8 Angelina Hospital Bonds	8,000.00	15 Central Hts. ISD Bonds	15,000.00
9 City of Killeen Gen. Rev. Bonds	9,000.00	8 Diboll ISD Bldg. Bonds	8,000.00
8 Livingston ISD Bonds	8,000.00	5 Leander ISD Bldg. Bonds	5,000.00
7 West Sabine ISD Bonds	7,000.00	Time Certificates	36,300.00
5 City of Gilmer Water Sever Bonds	5,000.00	TOTAL ALL BONDS	158,300.00

1000

FILED
 1967 NOV -7 AM 88
 O LOYD
 CLEPA U SHUR G UNT
 UPSHUR COUNTY
**TREASURER'S
 QUARTERLY REPORT**

Covering Period
 From July 1, 1967
 to Sept. 30, 1967 inclusive
 Date Filed
 By C. D. Peterson
 County Treasurer Upshur County

THE STATE OF TEXAS)
 COUNTY OF UPSHUR)



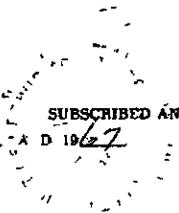
BEFORE ME, the undersigned authority on this day personally appeared C. D. Peterson, County Treasurer of Upshur County who being by me duly sworn, upon oath, says that the within and foregoing report is true and correct

C. D. Peterson County Treasurer
 SWORN TO AND SUBSCRIBED before me this 31 day of Oct, 1967
O. W. Lloyd Clerk
 County Court, Upshur County Texas

BEFORE ME O. W. Lloyd County Clerk Upshur County, Texas, on this day personally appeared L. G. McKeel County Judge Jim Shackey Commissioner Precinct No 1 Bryant Holmes Commissioner Precinct No 2 Walter Langford Commissioner Precinct No 3 and A. D. Hackler Commissioner Precinct No 4 who after being duly sworn by me state under their oath, that they have examined the foregoing County Treasurer's Report of Upshur County Texas, and find the same to be correct to the best of their knowledge and belief

L. G. McKeel
 County Judge
Jim Shackey
 Commissioner Precinct No 1
Bryant Holmes
 Commissioner Precinct No 2

M. L. Langford
 Commissioner Precinct No 3
A. D. Hackler
 Commissioner Precinct No 4



SUBSCRIBED AND SWORN TO Before me this 31 day of Oct, 1967
O. W. Lloyd
 County Clerk, Upshur County Texas

Mirror-Gilmer

Pauper's Affidavit

STATE OF TEXAS

County of Upshur

Before me, the undersigned authority, on this day personally appeared Sam Henry Ford

_____ who after being by me duly sworn deposes and says:

My name is Sam Henry Ford

I reside at Rt. 5, Gilmer, Texas Box 239

I have lived in Upshur County 61 years

I own the following described real estate none

I own the following described personal property none

I am employed by no one

I have the following amount of cash at this time \$ no

I am a parent of the following named children

Mary Robertson age 37

Bryant Ford age -

Jimmy Ford age -

Otha Lean Smith age -

Naomi Walker age -

My children own the following described real property and personal property _____

None

I hereby swear that I have no other sources of income or means of support than are named herein, if so, they are

Signed Sam H. Ford
Eula Mae Ford

Subscribed and sworn to before me, a Notary Public in and for Upshur County, Texas, this the 16 day of Oct., A D, 1967

By Deputy Arthur Gibson O. W. Loyd, County Clerk
Mirror-Gilmer, Upshur County, Texas

WITNESSES STATEMENT

We, the following named citizens of _____ community of Upshur County, Texas, hereby state that the answers to the foregoing questions are correctly stated, to the best of our knowledge and belief, and that this applicant is in need of assistance

Sam H. Ford
Bryant Ford
Jimmy Ford
Otha Lean Smith
Naomi Walker

Pauper's Affidavit

STATE OF TEXAS

County of Upshur

Before me, the undersigned authority, on this day personally appeared _____

Ollie Mae Ward

_____ who after being by me duly sworn deposes and says:

My name is Ollie Mae Ward

I reside at P. O. Box 566, Big Sandy, Texas

I have lived in Upshur County 38 years

I own the following described real estate 1/4 acre

I own the following described personal property (none)

I am employed by None

I have the following amount of cash at this time \$ None

I am a parent of the following named children:

No children age _____

age _____

age _____

age _____

My children own the following described real property and personal property _____

None

I hereby swear that I have no other sources of income or means of support than are named herein, if so, they are

Signed Ollie Mae Ward

Subscribed and sworn to before me, a Notary Public in and for Upshur County, Texas, this the

25 day of October, A D, 1967.

Deputy County Clerk By [Signature] Gilbert
Notary Public, Upshur County, Texas

WITNESSES STATEMENT

We, the following named citizens of _____ community of Upshur County, Texas, hereby state that the answers to the foregoing questions are correctly stated, to the best of our knowledge and belief, and that this applicant is in need of assistance:

[Signatures]

Texas Highway Department
Form D-15-14-57

3576

DEED

STATE OF TEXAS

County of Upshur

KNOW ALL MEN BY THESE PRESENTS:

That I. Darrell Jones

of the County of Upshur, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of EIGHT HUNDRED TWENTY-FIVE & NO/100 ----- DOLLARS, to Grantors in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situate in the County of Upshur, State of Texas, and being more particularly described as follows, to-wit:

2.132 acres of land more or less same being out of and a part of that certain 30 acre tract out of the Malinda Thorton Survey and that certain 5 1/4 acre tract out of the J. B. B. Davenport Survey, which 30 acre tract was conveyed to Darrell A. Jones by deed from Jennie Chandler, said deed being of record in Volume 180, Page 639 of deed records of Upshur County; and which 5 1/4 acre tract was conveyed to Darrell Jones by deed dated April 20, 1953 and of record in Volume 196, Page 49 of deed records of Upshur County; which 2.132 acres of land more or less is more particularly described as follows:

BEGINNING at a point in the North Boundary Line of the aforementioned 5 1/4 acre tract in the J. B. B. Davenport Survey, said point being approximately 2056 feet N 85° 40' E from the Northwest Corner of said 5 1/4 acre tract, and also being at right angle to and 78.6 feet from center line station 93 + 54.8 of proposed F. M. Highway 2685;

THENCE S 17° 12' E a distance of 99.5 feet to a point at right angle to and 50 feet from center line station 94 + 50 of said highway;

THENCE S 0° 30' E parallel to and 50 feet from the center line of said F. M. Highway 2685, a distance of 750.0 feet to a point at right angle to and 50 feet from center-line station 102 + 00 of said highway;

THENCE S $03^{\circ} 47'$ W a distance of 200.6 feet to a point at right angle to and 65 feet from centerline station 104 + 00 of said highway;

THENCE S $0^{\circ} 30'$ E parallel to and 65 feet from the centerline of said highway, a distance of 53.1 feet to a point in the South Boundary Line of the above mentioned 54 acre tract, said point being at right angle to and 65 feet from centerline station 104 + 53.1 of said highway;

THENCE East following said South Boundary Line at 65 feet cross the centerline of proposed F. M. Highway 2685 at its station 104 + 53.7 and continuing for a total distance of 71.7 feet to the apparent Southeast Corner of the said 54 acre tract, said apparent corner being in the East Boundary Line of the J. B. B. Davenport Survey and the West Boundary Line of the Malinda Thornton Survey, and being at right angle to and 6.7 feet from centerline station 104 + 53.8 of said highway;

THENCE N $0^{\circ} 30'$ W following the East Boundary Line of the J. B. B. Davenport Survey a distance of 1008.3 feet to a point at right angle to and 6.7 feet from centerline station 94 + 45.5 of said highway, and said point also being the Southwest Corner of the 30 acre tract conveyed to Darrell Jones from Jennie Chandler;

THENCE East following the South Boundary Line of said 30 acre tract a distance of 53.3 feet to a point at right angle to and 60 feet from centerline station 94 + 46.0 of said highway;

THENCE N $0^{\circ} 30'$ W parallel to and 60 feet from the centerline of said proposed F. M. Highway 2685 a distance of 499.0 feet to a point in the North Boundary Line of the said 30 acre tract, said point being at right angle to and 60 feet from centerline station 89 + 47.0 of said highway;

THENCE N $89^{\circ} 30'$ W following the North Boundary Line of said 30 acre tract a distance of 53.6 feet to the Northwest Corner of said tract, said corner being at right angle to and 6.4 feet from centerline station 89 + 46.1 of said highway;

THENCE S $0^{\circ} 32'$ E following the West Boundary Line of the Malinda Thornton Survey and the East Boundary Line of the J. B. B. Davenport Survey, a distance of 403.0 feet to the North East Corner of the 54 acre tract in the J. B. B. Davenport Survey, said corner being at right angle to and 6.6 feet from centerline station 93 + 49.1 of said highway;

THENCE S $85^{\circ} 40'$ W at 6.6 feet cross the centerline of said proposed F. M. Highway 2685 at its centerline station 93 + 49.5 and continuing for a total distance of 85.4 feet to the place of beginning and containing 2.132 acres of land more or less.

SAVE AND EXCEPT HOWEVER, it is expressly understood and agreed that grantors are retaining title to the following described improvements located on the above described property, to-wit:

SUBJECT HOWEVER, to the limitation that in the event grantors fail or refuse, for any reason, to remove such above described improvements by _____ subject, however, to such extensions of time as may be granted by the State in writing, the title to all or any part of such improvements not so removed, shall pass without further consideration to and rest in the State of Texas forever.

The Grantors reserve all of the oil, gas and sulphur in and under said land, but waive all rights of ingress and egress for the purpose of exploring, developing, mining or drilling for the same; however, nothing in this reservation shall affect the title and rights of the State to take and use, without additional compensation, all other minerals and materials thereon, therein or thereunder.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said State of Texas and its assigns, forever. And the Grantors, whether one or more, do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises, unto the said State of Texas, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is expressly understood that nothing contained herein shall be a limitation of any type on the fee-simple title conveyed by this instrument.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed on this 9th day of November, 1967.

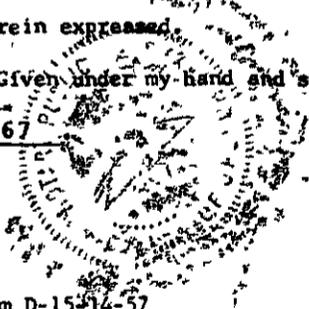
Darrell Jones

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }
County of UPSHUR }

Before me, _____, a notary public in and for said County and State, on this day personally appeared Darrell Jones, known to me (or proved to me on oath of _____, a credible witness) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 10th day of November 19 67



Ruthie Vinn
Notary Public in and for Upshur County, Texas.

Form D-15-14-57

-3-

FILED FOR RECORD _____, at _____ o'clock _____ M.
_____ 1967, at _____ o'clock _____ M.
_____, COUNTY CLERK,
UPSHUR COUNTY, TEXAS.
Deputy _____

RIGHT OF WAY DEED

THE STATE OF TEXAS :
 COUNTY OF UPSHUR : KNOW ALL MEN BY THESE PRESENTS:

That I * * * CHARLES F. WELLBORN* * * ASSIGNEE of LEROY ENNIS AND WIFE, MAGNOLIA ENNIS of the County of Gregg and State of Texas:

For and in consideration of the sum of TWO HUNDRED FIFTY AND NO/100 (\$250.00) DOLLARS:

To me in hand paid by UPSHUR COUNTY, acting through and by the Commissioner's Court of said County, receipt of which is hereby acknowledged, has this day conveyed unto the said COUNTY OF UPSHUR, STATE OF TEXAS, all that certain tract or parcel of land situated in the County of Upshur, State of Texas, being a part of that certain 50 acre tract of land out of the J. B. B. Davenport Survey, conveyed by Dicie Matson to LeRoy Ennis, et ux, by deed dated the 10th day of January, 1955, and duly recorded in Volume 209, Page 37, Deed Records of Upshur County, Texas, and more fully described as follows:

FIELD NOTES OF LEROY ENNIS & WIFE,
 MAGNOLIA ENNIS TAKEN BY FM HWY. 1404.

Being a part of a 50 acre tract of land in the J.B.B.Davenport Survey conveyed by Dicie Matson to LeRoy Ennis et ux, by deed dated and duly recorded in Vol. 209, page 37 of the Upshur County Deed Records and being more fully described as follows:

BEGINNING at a point in the North Boundary Line of the above described tract, said point being approximately 92 feet from the NW corner of the above described tract and also being at right angle to and 50 feet from center line Station 560+22.8 of FM Hwy. 1404;

THENCE S 3° 09' W parallel to and 50 feet from the center line of FM Hwy. 1404, said point being at right angle to and 50 feet from center line Station 566+00;

THENCE S 24° 57' W a distance of 107.7 feet to a point in said West line of right of way at right angle to and 90 feet from center line Station 567+00,

THENCE S 3° 09' W parallel to and 90 feet from the center line of FM Hwy. 1404, a distance of 100 feet to a point in said West right of way line at right angle to and 50 feet from center line Station 568+00;

THENCE S 18° 39' E a distance of 107.7 feet to a point in said West right of way line at right angle to and 50 feet from center line Station 569+00;

THENCE S 3° 09' W parallel to and 50 feet from the center line of FM Hwy. 1404, a distance of 703.8 feet to a point in the SBL of the above described tract, said point being at right angle to and 50 feet from center line Station 576+03.8 of FM Hwy. 1404;

THENCE East following said SBL at 50.1 feet cross the center line of FM Hwy. 1404 at its Station 576+01 and continuing a total distance of 100.2 feet to a point in the East right of way line of FM Hwy. 1404m said point being at right angle to and 50 feet from center line Station 575+98.2;

THENCE N 3° 09' E parallel to and 90 feet from the center line of FM Hwy. 1404, a distance of 198.2 feet to a point in said East right of way line at right angle to and 50 feet from center line Station 574+00;

THENCE N 8° 52' E a distance of 301.5 feet to a point in said East right of way line at right angle to and 80 feet from center line Station 571+00,

THENCE N 3° 09' E parallel to and 80 feet from the center line of FM Hwy. 1404, a distance of 400 ft to a point in said E right of way line at right angle to and 80 feet from center line Station 567+00;

THENCE N 13° 33' W. a distance of 104.4 feet to a point in said West right of way line at right angle to and 50 feet from center line Station 566+00;

THENCE N 3° 09' E parallel to and 50 feet from center line of FM Hwy. 1404, a distance of 582.8 feet to a point in the NBL of the above described tract, said point being at right angle to and 50 feet from center line Station 560+17.2 of FM Hwy. 1404;

THENCE West following said NBL at 50.1 ft. cross the center line of FM Hwy. 1404 at its Station 560+20 and continuing a total distance of 100.2 feet to place of beginning containing 4.23 acres of land more or less.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and hereditaments thereunto belonging unto the said UPSHUR COUNTY and its assigns.

And I do hereby bind myself, my heirs, executors and administrators to forever warrant and defend the rights and title to said premises unto the said UPSHUR COUNTY against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS MY HAND this the 17th day of November, A. D. 1967.

Charles F. Wellborn

STATE OF TEXAS :
COUNTY OF GREGG :

Before me, the undersigned authority, a Notary Public in and for Gregg County, Texas, on this day personally appeared CHARLES F. WELLBORN, 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 17th day of November, 1967.



Standa E. McLeary
Notary Public in and for
Gregg County, Texas

STATE OF TEXAS
COUNTY OF UPSHUR

KNOW ALL MEN BY THESE PRESENTS:

That we, * * * L. R. HENDRIX and wife, BLANCHE HENDRIX of
Upshur County, Texas,

FOR AND IN CONSIDERATION OF THE SUM OF SEVENTY FIVE and
NO/100)(\$75.00) DOLLARS,

To us in hand paid by Upshur County, Texas, acting through
and by the Commissioner's Court of said County, receipt of which
is hereby acknowledged, have this day conveyed unto the COUNTY OF
UPSHUR, STATE OF TEXAS, all that certain tract or parcel of land
situated in the County of Upshur, State of Texas:

Being in the H. W. Augustine Survey, a part of the Neil
Jackson land, and being the exact land taken by Upshur
County in a condemnation suit for the purpose of a right-
of-way for Farm Roaf NO. 1404 as described in condemnation
suit on file in the office of County Clerk of Upshur County,
said description contained in said suit being referred to
for a meets and bounds description of the land conveyed herein.

TO HAVE AND TO HOLD the above described premises, together with all
and singular the rights and appurtenances thereunto the said UPSHUR
County and its assigns.

This conveyance is for surface ONLY, all oil, gas and other miner-
als expressly reserved.

And we hereby bind ourselves, our heirs, executors and administrators
to forever warrant and defend the rights and title to said prem-
ises unto the said UPSHUR COUNTY against every person whomsoever
lawfully claiming or to claim the same or any part thereof.

WITNESS OUR HANDS this the 21 day of November, A. D. 1967.

L. R. Hendrix
L. R. Hendrix
Blanche Hendrix
Blanche Hendrix

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF GREGG

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared

L. R. HENDRIX

and BLANCHE HENDRIX

his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to
me that they each executed the same for the purposes and consideration therein expressed, and the said
BLANCHE HENDRIX, wife of the said L. R. HENDRIX having been

examined by me privily and apart from her husband, and having the same fully explained to her, she, the said
BLANCHE HENDRIX acknowledged such instrument to be her act and deed and
she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did
not wish to retract it

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 21 day of November, A.D. 19 67

(LS)

Charles F. Wellborn

Notary Public,

GREGG

County, Texas

My Commission Expires June 1, 19 69

NO. 4007

STATE OF TEXAS ET AL

VS

J. H. OLIVER ET UX DAISY OLIVER

§ IN THE COUNTY COURT

§ O F

§ UPSHUR COUNTY, TEXAS.

SUGGESTION OF THE DEATH OF ONE OF TWO DEFENDANTS

And now comes Daisy Oliver, by her attorney of record, hereupon the said Daisy Oliver, the surviving widow of J. H. Oliver, Deceased, and one of the Defendants in the above entitled and numbered cause, and gives the Court to understand and be informed, that since the last term of this Court, and before this day, the said J. H. Oliver died and left the following heirs at law which should be made party Defendants to this suit:

Jewell Oliver Hill
 Ezelle Sorrell
 Willie Oliver Pool
 Monnie Ruth Oliver Copeland

all of said persons should be made parties to this suit, and same has not been denied by the Plaintiff.

Charles F. McCham
 Attorney for J. H. Oliver et ux
 Daisy Oliver.

The foregoing suggestion of death of one of the Defendants to the above entitled cause having been made known to the Court and the Court being informed that no objections have been made by the plaintiff, and being the opinion of the Court that the said parties should be made Defendants in said cause, it is THEREFORE ORDERED that the following persons be made Defendants in said cause:

Jewell Oliver Hill
 Ezelle Oliver Sorrell
 Willie Oliver Pool
 Monnie Ruth Oliver Copeland

and that this suit be continued in the name Defendants and the surviving Defendant, Daisy Oliver.

J. B. McHandy
 Judge of the County Court
 Upshur County, Texas.

NO _____

PROOF OF HEIRSHIP

THE STATE OF TEXAS

COUNTY OF Throckmorton

Before me, the undersigned authority, on this day personally appeared Edd I Spier and Jewell Oliver Hill each known to me to be credible persons, each being by me duly sworn, upon ^{his} oath says that ~~he~~ ^{she} ~~was~~ well and personally acquainted with J. H. OLIVER and his wife, DAISY LEE MITCHELL OLIVER, during their lifetime; that they lived together as husband and wife, until the death of the said J. H. Oliver; that neither of said parties were ever married before they were married to each other; that the following children, only, were ~~born~~ of said marriage:

Jewell Oliver Hill,
Ezelle Oliver Sorrelle,
Willie Oliver Pool and
Monnie Ruth Oliver Copeland,

all of whom are now living and over the age of 21 years; that the said J. H. Oliver departed this life in Upshur County, Texas, on or about the 24th day of August, 1967, leaving a Will which was not probated, there being no necessity, leaving his wife, Daisy Lee Oliver, and the following children surviving him; Jewell Oliver Hill, Ezelle Oliver Sorrelle, Willie Oliver Pool and Monnie Ruth Oliver Copeland, his only surviving heirs at law.

That there was no administration on his estate, none being necessary. That there are no estate or inheritance taxes due against said estate, its total value being less than \$25,000.00.

Edd I Spier
Jewell Oliver Hill
Affiants

Sworn to and subscribed before me, under my hand and seal of office, this the 17 day of November 1967.

Ethel Wellborn
Notary Public in and for
DeWitt County, Texas

THE STATE OF TEXAS

COUNTY OF DeWitt

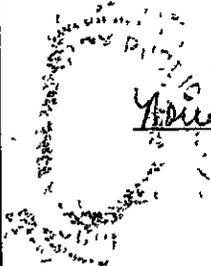
Before me, the undersigned authority, on this day personally appeared Edd Spear and Juanita Hernandez known to me to be the persons whose names are subscribed to the above Affidavit and each being of lawful age, being first duly sworn, on oath states:

That we, and each of us, were well and personally acquainted with J. H. OLIVER during his lifetime; that we, and each of us, have read the foregoing proof of Death and Heirship, known the contents thereof, and that each and every statement therein contained is true, to the best of his knowledge and belief.

Edd Spear
Mrs Juanita Hernandez
Affiants

Sworn to and subscribed before me this the 17th day of November, 1967.

Ethel Wellborn
Notary Public in and for
DeWitt County, Texas



RIGHT-OF-WAY DEED

STATE OF TEXAS :
 COUNTY OF UPSHUR : KNOW ALL MEN BY THESE PRESENTS:

That WE * * * DAISY OLIVER, surviving widow of J. J. OLIVER, deceased, JEWELL OLIVER HILL, a widow; EZELLE OLIVER SORRELL, WILLIE OLIVER POOL and MONNIE RUTH OLIVER COPELAND, of Upshur County, Texas, being all the HEIRS AT LAW of the said J. H. OLIVER, deceased.

For and in consideration of the sum of THREE HUNDRED SIXTY and NO/100 (\$360.00) DOLLARS;

To us in hand paid by Upshur County, Texas, acting through and by the Commissioner's Court of said County, receipt of which is hereby acknowledged, have this day conveyed unto the County of Upshur, State of Texas, all that certain tract or parcel of land situated in the County of Upshur, State of Texas, and being a part of that certain 67 acre tract of land out of the J. B. B. Davenport Survey, Abstract No. 1, which said 67 acre tract was conveyed to J. H. Oliver by Deed dated November 15, 1919, of record in Volume 43, Page 269, Deed Records of Upshur County, Texas, more particularly described as follows:

DESCRIPTION FIELD NOTES OF JANE. OLIVER
 LAND CONDEMNED FOR HARM TO MARKET ROAD

2.83 acres of land, more or less, same being out of and a part of that certain 67 acre tract of land out of the J.B.B. Davenport Survey, Abstract No. 1, in Upshur County, Texas, which 67 acre tract was conveyed to J. H. Oliver by deed dated November 15, 1919, of record in Volume 43, Page 269, Deed Records of Upshur County, Texas, which 2.83 acres of land, is more particularly described by metes and bounds as follows:

BEGINNING at a point in the North Boundary Line of the above described 67 acre tract, said point being approximately 2857 feet S 89° 50' E from the Northwest Corner of the above described 67 acre tract and also being at right angle to and 80 feet from center line station 182 + 56.3 of F.M.Highway 2685;

THENCE S 19°00' W, parallel to and 80 feet from the center line of F. M. Highway 2685, a distance of 143.7 feet, to a point at right angle to and 80 feet from center line station 184 + 00 of F. M. Highway 2685;

THENCE S 13°17' W, a distance of 301.5 feet, to a point at right angle to and 50 feet from center line station 187 + 00 of F. M. Highway 2680;

THENCE S 19° 00' W, parallel to and 50 feet from the center line of F. M. Highway 2685, a distance of 700.0 feet, to a point at right angle to and 50 feet from center line station 194 + 00 of F. M. Highway 2685;

THENCE S 82° 26' W, a distance of 145.4 feet, to a point at right angle to and 180 feet from center line station 194 + 65 of F. M. Highway 2685;

THENCE S 19° 00' W, parallel to and 180 feet from the center line of F. M. Highway 2685, a distance of 47.5 feet, to a point in the apparent South Boundary Line of the above described 67 acre tract, said point being in a public road and also being at right angle to and 180 feet from center line station 195 + 12.5 of F. M. Highway 2685;

THENCE N 88° 00' E, following said South Boundary Line, at 192.8 feet cross the center line of F. M. Highway 2685 at its station 194 + 43.4 and continuing a total distance of 267.8 feet to a point at right angle to and 70 feet from center line station 194 + 16.5 of F. M. Highway 2685;

THENCE N 19° 00' E, parallel to and 70 feet from the center line of F. M. Highway 2685, a distance of 66.5 feet, to a point at right angle to and 70 feet from center line station 193 + 50. of F. M. Highway 2685;

THENCE N 11° 24' E, a distance of 151.3 feet, to a point at right angle to and 50 feet from center line station 192 + 00 of F. M. Highway 2685;

THENCE N 19° 00' E, parallel to and 50 feet from the center line of F. M. Highway 2685, a distance of 779.2 feet to a point in the East Boundary Line of the above described 67 acre tract, said point being at right angle to and 50 feet from center line station 184 + 20.8 of F. M. Highway 2685;

THENCE N 4° 54' E, following said East Boundary Line, a distance of 198.8 feet, to the apparent Northeast Corner of the above described 67 acre tract, said corner being at right angle to and 1.6 feet from center line station 182 + 28.0 of F. M. Highway 2685;

THENCE N 89° 50' W, following the North Boundary Line of the above described 67 acre tract, at 1.7 feet cross the center line of F. M. Highway 2685 at its station 182.29 and continuing a total distance of 86.2 feet, to the place of beginning, containing 3.11 acres of land, more or less, of which 0.28 acres are in the present public roads, leaving 2.83 acres of land, more or less.

CHANNEL EASEMENT:

BEGINNING at a point in the proposed Right of Way of F. M. Highway 2685, said point being in the North Boundary Line of the J. H. Oliver Tract and at right angle to and 80 feet from center line station 182 + 56.3;

THENCE S 19° 00' W, parallel to and 80 feet from center line a distance of 143.7 feet to a point at right angle to and 80 feet from center line station 184 + 00';

THENCE S 13° 17' W, a distance of 301.5 feet to a point at right angle to and 50 feet from center line station 187 + 00;

THENCE S 19° 00' W, parallel to and 50 feet from center line a distance of 20 feet to a point at right angle to and 50 feet from center line station 187 + 20;

THENCE N 71° 00' W, a distance of 60 feet to a point at right angle to and 110 feet from center line station 187 + 20;

THENCE N 10° 29' E, a distance of 436.2 feet to a point in the North Boundary Line of the J. H. Oliver tract;

THENCE S 89° 50' E, along the boundary line of the J. H. Oliver tract a distance of 100 feet to the place of beginning, containing 0.77 acres of land, more or less.

RESERVATION:

Out of the grant herein made, however, excepted and reserved to the Grantors herein, their heirs and assigns, all minerals in and under the said premises hereby conveyed, and it is understood and agreed that the Grantors, their heirs and assigns, shall have the right and power to take all the usual, necessary and convenient means, for working, getting, drilling for and laying up, dressing, making merchantable and taking away said minerals, provided however that no well for oil or gas shall be drilled upon the land herein conveyed by Grantors; but Grantors shall have the right to drain the oil from the said lands

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and hereditaments thereunto in any wise belonging unto the said Upshur County and its assigns.

And we hereby bind ourselves, our heirs, executors and administrators to forever warrant and defend the rights and title to said premises unto the said Upshur County against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS OUR HANDS this the 17 day of November, A. D. 1967.

Daisy Oliver
DAISY OLIVER, a widow
Jewell Oliver Hill
JEWELL OLIVER HILL, A widow

Ezelle Oliver Sorrells
EZELLE OLIVER SORRELLS

Willie Oliver Pool
WILLIE OLIVER POOL

Monnie Ruth Oliver Copeland
MONNIE RUTH OLIVER COPELAND

STATE OF TEXAS :
COUNTY OF DeWitt :

Before me, the undersigned authority, a Notary Public in and for said County, on this day personally appeared

DAISY OLIVER, surviving widow of J. H. OLIVER, Deceased.

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.



Given under my hand and seal of office this 17 day of November, 1967.

E. W. Wellborn
Notary Public in and for
DeWitt County, Texas

STATE OF TEXAS
COUNTY OF GREGG

BEFORE ME, the undersigned authority, a Notary Public in and for Gregg County, Texas, on this day personally appeared

Jewell Oliver Hill, Ezelle Oliver Sorrells,
Willie Oliver Pool and Monnie Ruth Oliver
Copeland, all the surviving heirs of J. H.
Oliver, Deceased,

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they and each of them executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE This the 17th. day of
November, A. D. 1967.

Ethel Weelhorn
Notary Public in and for
Gregg County, Texas.

RESOLUTION

BY THE COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS, ACCEPTING THE PROVISIONS OF TEXAS HIGHWAY COMMISSION MINUTE ORDER NO. 60138 PASSED ON THE 27TH OF OCTOBER, 1967, WITH REFERENCE TO THE IMPROVEMENT OF U.S. HIGHWAY 80 IN UPSHUR COUNTY TO PROVIDE A SAFER HIGHWAY FACILITY.

WHEREAS, the Texas Highway Commission of the State of Texas passed Commission Minute Number 60128 on October 27, 1967 reading as follows:

"WHEREAS, in UPSHUR COUNTY on U.S. HIGHWAY 80, Minute Order No. 44278 dated July 18, 1958, authorized the purchase of right of way for the ultimate development of a multi-lane facility from the Wood County Line east to the Gregg County Line; and

"WHEREAS, Minute Order No. 46048 dated May 22, 1959, cancelled Minute No. 44278 because right of way funds from local sources were not available and it was necessary to apply the allocated State right of way funds to an active project; and

"WHEREAS, continuing studies indicate the need to proceed without delay with the improvement of U.S. Highway 80 through the City of Big Sandy to provide a safe highway facility including the St. Louis and Southwestern Railroad underpass near the East City Limits of Big Sandy; and

"WHEREAS, the City of Big Sandy has indicated its willingness to consummate its right of way responsibility as soon as possible and has requested that its participation be established; and

"WHEREAS, resolving the City's financial contribution will permit flexibility in determining the most economical and proper design in accordance with established Departmental procedures.

"NOW, THEREFORE, the State Highway Engineer is directed to tender the following proposal to the City of Big Sandy and to Upshur County:

"Provided the City will:

1. Contribute the sum of \$8,500.00 as the City's established and fixed share of the cost of right of way and construction.
2. Assume responsibility for the construction of all driveways and sidewalks should they be deemed necessary in the future and agree to make such installations in accordance with the governing policies and regulations of the Department.
3. Maintain the curb and gutter portion of this project in accordance with present maintenance agreement and agree to regulate traffic, provide for parallel parking and prevent encroachment on the right of way, all in accordance with governing policies and regulations of the Department.

"Provided the County will:

1. Agree to participate in the acquisition of right of way for that short portion of the project extending beyond the incorporated limits of the City of Big Sandy.

"The Texas Highway Department will:

1. Participate in the cost of right of way.
2. Provide for the reconstruction and the widening of the pavement and the reconstruction of the St. Louis and Southwestern Railroad underpass on U.S. Highway 80 from near the West City Limits of Big Sandy to near the East City Limits of Big Sandy, a distance of 1.8 miles, at a total estimated construction cost of \$570,000.00.
3. Maintain that portion of the work which is its responsibility in accordance with present maintenance agreement.

"IT IS FURTHER ORDERED that at such time as Upshur County notifies the Department that it is in a position to participate in the purchase of right of way on U.S. Highway 80 from the Wood County Line to near the West City Limits of Big Sandy and from near the East City Limits of Big Sandy to the Gregg County Line, the State Highway Engineer is directed to enter into Contractual Agreements with the appropriate local officials for the purchase of right of way on these two sections, financing the State's portion of the cost in a future program of work.

"Upon acceptance of the provision of this order by the appropriate officials of the City of Big Sandy and Upshur County, the State Highway Engineer is directed to proceed with the development of plans for construction and after the City and County have fulfilled their responsibilities, proceed with construction in the most feasible and economical manner, financing the cost in the 1969-70 Consolidated Highway Program.

"This order shall become operative upon acceptance by the City of Big Sandy and Upshur County and if not accepted within 90 days of the date hereof, the action herein contained shall be automatically cancelled." and

WHEREAS, the Commissioners Court of Upshur County has 90 days in which to accept the above quoted Minute Order; and

WHEREAS, the Commissioners Court finds that it would be to the best interests of the County to accept said Minute Order:

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF UPSHUR COUNTY:

That the provisions of Minute Order 60138 as set out above be and are hereby accepted; and

BE IT FURTHER RESOLVED:

That three copies of this Resolution be forwarded to the Texas Highway Commission or its authorized agent.

PASSED AND APPROVED this 13 day of November, A.D., 1967.

Motion was made by Jim Shockey and seconded by Bryant Holmes that Upshur County help Union Ridge Fire Department \$25.00 per Month.

Motion made by Bryant Holmes and seconded by Arlan Hackler that the Commissioner's Court of Upshur County accept the Minute Order #44278 given by the State on Highway 80.

/s/ L. G. McKinley, County Judge

/s/ Jim Shockey

/s/ Bryant Holmes

/s/ M. L. Langford

/s/ A. D. Hackler

THE STATE OF TEXAS

COUNTY OF UPSHUR

I, G. W. LOYD, County Clerk, Upshur County, Texas, hereby certify that the within and foregoing matter of writing constitutes a full, true and correct copy of original, as same appears, filed for record in this office.

Given under my hand and seal of office, at Gilmer, Texas, this the 13th day of NOV., A. D., 1967.

By Donnell Walton Deputy

G. W. LOYD, County Clerk
Upshur County, Texas

MINUTES PERTAINING TO AN ORDER AUTHORIZING EXECUTION AND DELIVERY OF INSTALLMENT NO. 4 OF "UPSHUR COUNTY, TEXAS, ROAD IMPROVEMENT WARRANTS, DATED OCTOBER 15, 1966

THE STATE OF TEXAS }
COUNTY OF UPSHUR }

ON THIS, the 9th day of October, 1967, the Commissioners' Court of Upshur County, Texas, convened in regular session, being open to the public, at the regular meeting place thereof in the Courthouse at Gilmer, Texas, the following members of the Court being present:

- | | |
|----------------|-------------------------------|
| L. G. MCKINLEY | COUNTY JUDGE, Presiding, and |
| JIM SHOCKEY | COMMISSIONER, Precinct No. 1, |
| BRYANT HOLMES | COMMISSIONER, Precinct No. 2; |
| M. L. LANGFORD | COMMISSIONER, Precinct No. 3, |
| A. D. HACKLER | COMMISSIONER, Precinct No. 4; |

and the following absent: _____, constituting a quorum; and among other proceedings had were the following:

The County Judge submitted the following order:

"AN ORDER APPROVING ESTIMATE SUBMITTED BY AMERICAN PETROFINA CO. OF TEXAS, CONTRACTOR, IN CONNECTION WITH CONTRACT WITH UPSHUR COUNTY, TEXAS, SUCH CONTRACT BEING DATED OCTOBER 13, 1966"

The order having been read in full, it was moved by Commissioner Shockey and seconded by Commissioner Holmes that same be adopted. Thereupon, the question being called for, the following members of the Court voted "AYE": Commissioners Shockey, Holmes, Langford and Hackler; and none voted "NO".

The County Judge declared the motion carried and the order passed, and the Clerk was instructed to record same in the proper minutes of the Court.

L. G. McKinley
County Judge, Upshur County, Texas

Attest:

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

(Com. Ct Seal)

AN ORDER APPROVING ESTIMATE SUBMITTED
BY AMERICAN PETROFINA CO. OF TEXAS,
CONTRACTOR, IN CONNECTION WITH CONTRACT
WITH UPSHUR COUNTY, TEXAS, SUCH CONTRACT
BEING DATED OCTOBER 13, 1966

WHEREAS, by order of this Court, passed and adopted on the 13th day of October, 1966 (the same being of record in the Minutes of this Court), there were authorized to be issued \$40,000 "UPSHUR COUNTY, TEXAS, ROAD IMPROVEMENT WARRANTS" dated October 15, 1966, it being provided that such warrants were to be executed and delivered by the County Judge, County Clerk and County Treasurer, upon order of the Court on estimates (duly audited, approved and allowed by this Court prior to the delivery of said warrants) as fuel oil is delivered; and,

WHEREAS, the order authorizing the issuance of warrants also approves the contract by and between American Petrofina Co. of Texas, and the County of Upshur (whereby the said contractor became obligated to furnish cracked fuel oil for use in improvement of County roads in accordance with specifications on file in the office of the County Clerk, Courthouse, Gilmer, Texas), and provided that \$40,000 due by the County thereunder would be paid through the issuance and delivery of the above described warrants, and that the sum of \$600 would be paid in cash out of funds then appropriated and set aside for the purpose; and,

WHEREAS, the contract (awarded only after compliance with the provisions of Article 2368a, V A.T.C.S.) has been recognized as a valid obligation of Upshur County, and said contractor has submitted for payment Estimate No. 4 for fuel oil supplied under said contract, and which estimate has been duly audited by this Court, which estimate is in words and figures as follows.

ESTIMATE FOR ROAD OIL

TO: The Commissioners' Court of
Upshur County, Texas

Under date of October 13, 1966, the undersigned executed contract to supply up to 14,000 barrels of cracked fuel oil, this estimate is submitted under that contract.

<u>August and September,</u>	<u>1967</u>
Months	Year

During the calendar months shown above, 2,300 barrels of oil were delivered to the County in accordance with the Contract, completing the requirements thereof.

- (a) 2,300 barrels so delivered x \$2.90
(unit price per barrel) = \$ 6,670
- (b) Add: amount carried forward from
last estimate 537
- (c) Add: amount retained to insure com-
pletion of contract, Estimates 1,
2 and 3 3,393
- (d) Total amount due this estimate: lines
(a), (b) and (c) \$10,600
- (e) Amount to be paid this estimate
(through delivery of warrants) \$10,000
- (f) Amount to be paid in cash out of
funds heretofore appropriated
therefor \$ ~~600~~⁷¹⁰²

Total number of barrels delivered to the County under contract to date (including this estimate) 14,000, completing the amount of cracked fuel oil to be supplied under contract of October 13, 1966

AMERICAN PETROFINA CO. OF TEXAS

By B. D. O'Neal
Contractor

and,

WHEREAS, it is now proper and advisable for this Commissioners' Court to make provision for the payment of the amount due said contractor as shown in said estimate, and that payment should be made through the issuance and delivery of interest bearing time warrants out of the aforesaid authorization to American Petrofina Co. of Texas, in the aggregate sum of \$10,000, being warrants numbered 31 through 40, bearing interest at the rate of 5% per annum, in denomination of \$1,000 each, and being those warrants scheduled to mature on December 15 in accordance with the following schedule:

\$10,000 in 1971

and by the payment of cash in the amount of \$600 out of funds heretofore appropriated therefor;

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

SECTION 1: That the estimate of American Petrofina Co. of Texas (incorporated as a part of the preamble of this order) is hereby in all things approved and allowed, it being hereby judicially and affirmatively found and determined that same is proper and constitutes evidence of benefits duly received by Upshur County, Texas.

SECTION 2: That the County Judge, County Clerk and County Treasurer of this County are hereby directed to execute and deliver the warrants of this County described in the preamble hereof to the said contractor.

SECTION 3: That the said warrants authorized to be executed and delivered are hereby found to be valid and subsisting obligations of Upshur County, Texas, and it is hereby expressly and affirmatively adjudged and decreed that the County has received full value and consideration therefor; that all things required by law in the issuance and delivery of said warrants have happened and have been performed in due time, form, and manner as required by law; that all material furnished under said contract, insofar as said estimate is concerned, and in payment of a part of which said warrants are to be issued and delivered, has been found to be in all respects as provided for in the said contract. This judicial ascertainment is expressly made for the use and benefit of the prospective owners and holders of said warrants, the Attorney General of Texas and any other attorney that may pass upon the validity of said warrants and the same shall be binding upon Upshur County, Texas, the Commissioners' Court thereof, and the successors in office of the County Judge and members of the Commissioners' Court of said County.

SECTION 4 That, in addition to the aforesaid warrants, there is due to said Contractor the amount of \$600.00, which shall be paid to him out of funds heretofore appropriated therefor.

SECTION 5: That all the cracked fuel oil required to be furnished by the Contractor under contract of October 13, 1966, has now been supplied and found to be in all respects as set out in said contract and in the specifications therefor.

SECTION 6: That all acts of the aforesaid officials of the County regarding the execution and delivery of said warrants shall be prima facie evidence that such acts have been completed in all respects in the proper manner to give validity and legality to said warrants and to cause them to create a good, sufficient and valid obligation upon Upshur County, Texas.

WITNESS the signatures of the members of the Commissioners' Court of Upshur County, Texas, this the 9th day of October, 1967.

L. B. McKinley
County Judge, Upshur County, Texas

Jim Shackley
Commissioner, Precinct No. 1

Raymond Holmes
Commissioner, Precinct No. 2

M. L. Langford
Commissioner, Precinct No. 3

A. D. Hockley
Commissioner, Precinct No. 4

ASSIGNMENT CERTIFICATE

THE STATE OF TEXAS X
 COUNTY OF UPSHUR X

THIS IS TO CERTIFY that American Petrofina Co. of Texas, Contractor, has this day sold, transferred and delivered to J.M. Nutt Bank of Gilmer Texas, those certain registered County Warrants issued to said American Petrofina Co. of Texas, by the Commissioners' Court of Upshur County, Texas, pursuant to an order authorizing the issuance of warrants and a contract between said contractor and County, both dated October 13, 1966, and pursuant to the order of said Court dated October 9, 1967, authorizing the execution and delivery of certain said warrants, such warrants aggregating \$10,000, in denomination of \$1,000 each, bearing interest at the rate of 5% per annum, being designated "UPSHUR COUNTY, TEXAS, ROAD IMPROVEMENT WARRANTS" dated October 15, 1966, numbered 31 through 40 and being those warrants maturing on December 15 in accordance with the following schedule:

\$10,000 1971

said warrants being issued for the purpose of financing a portion of the cost of purchasing cracked fuel oil for use in improvement of County roads in Upshur County, Texas, in accordance with specifications therefor.

THIS IS TO CERTIFY FURTHER, that said American Petrofina Co. of Texas, Contractor, mentioned in the aforesaid Order of said Court, has received the above described warrants from the proper officials of said Court in due course, and that said contractor has received from J.M. Nutt Bank full value and consideration for said warrants, as evidenced by the signature of G.D. Neal as the Seller Neal of American Petrofina Co. of Texas, Contractor, on the back of each of said warrants.

EXECUTED at Gilmer, Texas, this the 25 day of October, 1967

AMERICAN PETROFINA CO. OF TEXAS

By _____
 Its Authorized Agent

BEFORE ME the undersigned authority, on this day personally appeared G.D. Neal, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25 day of October, 1967.

(Notary Seal)  C. B. Pittman
 Notary Public, Upshur County, Texas

ORDER AUTHORIZING ISSUANCE OF \$77,000
"UPSHUR COUNTY, TEXAS, RIGHT-OF-WAY
WARRANTS", DATED OCTOBER 15, 1967

STATE OF TEXAS X

COUNTY OF UPSHUR X

ON THIS, the 9th day of October, 1967, the Commissioners' Court of Upshur County, Texas, convened in regular session, being open to the public, at the regular meeting place thereof in the Courthouse at Gilmer, Texas, the following members of the Court being present:

L. G. MCKINLEY	COUNTY JUDGE, Presiding; and
JIM SHOCKEY	COMMISSIONER, Precinct No. 1;
BRYANT HOLMES	COMMISSIONER, Precinct No. 2;
M. L. LANGFORD	COMMISSIONER, Precinct No. 3;
A. D. HACKLER	COMMISSIONER, Precinct No. 4;

when, among other proceedings had, were the following:

The County Judge submitted to the Court the following order:

WHEREAS, heretofore, to-wit: on the 11th day of September, 1967, the Commissioners' Court of Upshur County, by order duly passed and entered of record, found and determined that it was necessary for the County to acquire and purchase lands necessary for rights-of-way in respect of U.S. Highways, Texas State Highways, Farm-to-Market and Lateral Roads in said County, and to incur all expenses incidental thereto; and

WHEREAS, this Court, in the aforesaid order of September 11, 1967, designated the 9th day of October, 1967, as the date which the order authorizing the issuance of the proposed right-of-way warrants in the principal sum of \$77,000 would be passed, such warrants to be known as "UPSHUR COUNTY, TEXAS, RIGHT-OF-WAY WARRANTS", and to mature serially over a period of years, the maximum maturity date to be the 31st day of December, 1982, and to bear interest at a rate not exceeding 5% per annum; and

WHEREAS, the aforesaid notice of intention was duly given by publication in the GILMER MIRROR, a newspaper of general circulation in Upshur County, published in the City of Gilmer, Texas, and which notice was published in said newspaper on the 14th day of September, 1967, and on the 21st day of September, 1967, the date of the first publication being at least fourteen (14) days before the meeting of the Commissioners' Court at which meeting the proposed warrant order was to be passed; and

WHEREAS, it appearing to this Court, pursuant to due investigation, that no petition has been filed in the office of the County Clerk by ten per cent (10%) of the qualified property taxpaying voters of the County, praying this Court to order an election for the purpose of submitting the proposition to issue such proposed warrants to a vote of the qualified property taxpaying voters of the County; and, further, this Court finds that no petition of any

kind or character in respect of the proposed warrants has been filed, either with the County Judge or any member of this Court, or any other officer; therefore,

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

SECTION 1: That claims and accounts shall be incurred in regular order to the proper party or parties for the purpose of acquiring and purchasing lands necessary for rights-of-way in respect of U.S. Highways, Texas State Highways, Farm-to-Market and Lateral Roads in said County, and to defray all expenses incidental thereto.

SECTION 2: That interest-bearing time warrants of said County, to be designated "UPSHUR COUNTY, TEXAS, RIGHT-OF-WAY WARRANTS", shall be issued for the purpose of paying and cancelling and in lieu of an equal amount of claims and accounts herein authorized to be incurred for the purpose aforesaid; provided that, although provision is hereby made to cancel claims and accounts yet to be incurred, no warrant or warrants shall ever be actually issued by delivery until and unless in exchange for an equal amount of indebtedness represented by the claims and accounts herein authorized and which have been actually incurred against the Road and Bridge Fund, and the County Judge, County Clerk, and County Treasurer shall have joint control of said warrants for the purpose of making arrangements for exchange, pursuant to the further orders of this Court.

SECTION 3: That said warrants shall be numbered consecutively from One (1) through Seventy-seven (77); shall be in denomination of One Thousand Dollars (\$1,000) each, aggregating SEVENTY-SEVEN THOUSAND DOLLARS (\$77,000).

SECTION 4: That said warrants shall be dated October 15, 1967, and shall become due and payable serially, without right of prior redemption, on December 15 in each year according to the following schedule:

<u>MATURITY</u>	<u>AMOUNT</u>
1972	\$11,000
1973	11,000
1974	11,000
1975	11,000
1976	11,000
1977	11,000
1978	11,000

SECTION 5: That said warrants shall bear interest from date to maturity at the rate of FIVE PER CENTUM (5%) per annum, such interest to be evidenced by proper coupons attached to each of said warrants, and said interest shall be payable on June 15, 1968, and semi-annually thereafter on December 15 and June 15 in each year

SECTION 6: That the principal of and interest on said warrants shall be payable in lawful money of the United States of America, without exchange or collection charges to the owner or holder, upon presentation and surrender of proper warrants or interest coupons, at the FARMERS AND MERCHANTS NATIONAL BANK, Gilmer, Texas, or at the option of the holder, at the FIRST NATIONAL BANK, Gilmer, Texas..

SECTION 7: That each of said warrants shall be signed by the County Judge of Upshur County, Texas, countersigned by the County Clerk, and registered by the County Treasurer, and the seal of the "COMMISSIONERS' COURT" shall be impressed upon each of them, and the facsimile signatures of the County Judge and County Clerk may be lithographed or printed on the interest coupons attached to said warrants, and which shall have the same effect as if signed by said officers in person.

SECTION 8: That the form of each of said warrants shall be substantially as follows:

NO. _____ UNITED STATES OF AMERICA \$1,000
STATE OF TEXAS
COUNTY OF UPSHUR

UPSHUR COUNTY, TEXAS, RIGHT-OF-WAY WARRANT

COUNTY OF UPSHUR, a body corporate and politic of the State of Texas, FOR VALUE RECEIVED, hereby promises to pay to bearer, on the FIFTEENTH DAY OF DECEMBER, 19____, without right of prior redemption, the sum of

ONE THOUSAND DOLLARS

(\$1,000) in lawful money of the United States of America, with interest thereon from date hereof to maturity at the rate of FIVE PER CENTUM (5%) per annum, payable on June 15, 1968, and semi-annually thereafter on December 15 and June 15 in each year, and interest falling due on or prior to maturity hereof is payable only upon presentation and surrender of the interest coupons hereto attached as they severally become due

BOTH PRINCIPAL of and interest on this warrant are hereby made payable at the FARMERS AND MERCHANTS NATIONAL BANK, Gilmer, Texas, or at the option of the holder, at the FIRST NATIONAL BANK, Gilmer, Texas, without exchange or collection charges to the owner or holder.

THIS WARRANT is one of a series of, Seventy-seven (77) serial warrants of like tenor and effect, except as to number and maturity, aggregating the sum of SEVENTY-SEVEN THOUSAND DOLLARS (\$77,000), issued for the purpose of acquiring and purchasing lands necessary for rights-of-way in respect of U.S. Highways, Texas State Highways, Farm-to-Market and Lateral Roads in said County, and to defray all expenses incidental thereto, pursuant to notice of intention duly issued and published in the time and manner prescribed by statute, and in accordance with that certain order made and entered by the

Commissioners' Court of Upshur County, Texas, on the 9th day of October, 1967, and of record in the Minutes of said Court.

IT IS HEREBY DECLARED AND REPRESENTED that all claims or accounts in respect of the purchase or acquisition of lands for such rights-of-way purposes and expenses incidental thereto, were duly audited and allowed by the Commissioners' Court of said County; and that said County received full value and consideration therefor and hereby acknowledges receipt of same; that all acts, conditions and things required by the Constitution and laws of the State of Texas, to be done precedent to and in the issuance of this warrant and the series of which it is a part, have been properly done, have happened and been performed in regular and due time, form, and manner as required by law, that the issuance of this warrant and the series of which it is a part does not exceed any constitutional or statutory limitation of debt, taxation, or otherwise.

IN WITNESS WHEREOF, the Commissioners' Court of Upshur County, Texas, has caused the seal of said Court to be affixed hereto, and this warrant to be signed by the County Judge, countersigned by the County Clerk, and registered by the County Treasurer of said County; and the interest coupons hereto attached to be executed by the lithographed or printed facsimile signatures of the County Judge and County Clerk, the date of this warrant, in conformity with the order above referred to, being the FIFTEENTH DAY OF OCTOBER, 1967.

J. B. McHenry
County Judge, Upshur County, Texas

COUNTERSIGNED:

County Clerk, Upshur County, Texas

REGISTERED: This the ____ day of _____, 19__

County Treasurer, Upshur County, Texas

SECTION 9: That the coupons evidencing the interest to accrue on each of said warrants shall be substantially in the following form:

NO. _____ ON THE FIFTEENTH DAY OF _____ \$ _____
19_____

the COUNTY OF UPSHUR, a body corporate and politic of the State of Texas, hereby promises to pay to the bearer hereof, at the FARMERS AND MERCHANTS NATIONAL BANK, Gilmer, Texas, or at the option of the holder, at the FIRST NATIONAL BANK, Gilmer, Texas, without exchange or collection charges to the owner or holder, the sum of

_____ DOLLARS

(\$ _____) in lawful money of the United States of America, said sum being _____ months' interest due that day on "UPSHUR

COUNTY, TEXAS, RIGHT-OF-WAY WARRANT", dated October 15, 1967.
Warrant No. _____

County Clerk

County Judge

SECTION 10: IT IS FURTHER ORDERED that a special fund, to be designated "SPECIAL RIGHT-OF-WAY WARRANT FUND", shall be set aside out of the Constitutional Road and Bridge Fund Tax of Upshur County, Texas, which fund shall be used for the payment of the principal of and interest on said warrants at maturity. To create said fund and while said warrants or any of them or any interest thereon are outstanding and unpaid, there shall be annually levied, assessed and collected in due time, form and manner a tax upon all of the taxable property in said County sufficient to pay the current interest thereon and create a sinking fund sufficient to pay each installment of principal as the same becomes due, or a sinking fund of 2%, whichever is greater; and to pay the interest on said warrants for the first year and to create a sinking fund with which to pay the principal as the same becomes due, or a sinking fund of 2%, whichever is greater, there is hereby levied a sufficient tax on each one hundred dollars' valuation of taxable property in the County for the current year, and the same shall be assessed and collected and applied to the purpose named, and while said warrants or any of them or any interest thereon are outstanding and unpaid, a tax each year at a rate from year to year as will be ample and sufficient to provide funds to pay the current interest on said warrants and to provide the necessary sinking funds, full allowance being made for delinquencies and costs of collection, shall be and is hereby levied for each year, respectively, and said tax shall each year be assessed and collected and applied to the payment of the principal of and interest on said warrants; PROVIDED, HOWEVER, that the installment of interest due on June 15, 1968, shall be paid from funds to be placed in the Treasury from taxes heretofore levied for Road and Bridge Fund purposes, and the County Treasurer is hereby authorized, ordered and directed to place said amount, when collected, to the credit of the interest and sinking fund account of the series of warrants herein authorized, and the said amount shall be applied to the purpose stated and none other. The Commissioners' Court hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient for such warrants, it having been determined that the existing and available taxing authority of the County for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The above order having been read in full, it was moved by Commissioner Hackler and seconded by Commissioner Langford that the same be passed and adopted. Thereupon, the question being called for, the County Judge put the motion to a vote of the members of the Commissioners' Court and the motion carried by the following vote: Commissioners Shockey, Holmes, Langford and Hackler voting "AYE"; and none voting "NO".

The County Judge declared the motion carried and the order duly passed and adopted, and the County Clerk was instructed to

record the same in the Minutes of the Court.

WITNESS THE SIGNATURES OF THE MEMBERS OF THE COMMISSIONERS' COURT OF UPSHUR COUNTY, TEXAS, this the 9th day of October, 1967.

L. H. McKinley
County Judge, Upshur County, Texas

Jim Slachey
Commissioner, Precinct No. 1

Burlant Holmes
Commissioner, Precinct No. 2

M. L. Langford
Commissioner, Precinct No. 3

A. D. Hacker
Commissioner, Precinct No. 4

STATEMENT OF TAXABLE VALUES

STATE OF TEXAS X

COUNTY OF UPSHUR X

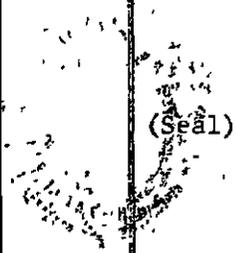
I, THE UNDERSIGNED, Assessor and Collector of Taxes of Upshur County, Texas, DO HEREBY CERTIFY that the assessed value of property for the purposes of taxation in said County, as shown by the tax rolls of the County for the year 1967, which have been duly approved and which is the latest official assessment of said County, is as follows:

TOTAL REAL AND PERSONAL PROPERTY ----- \$23,009,000

WITNESS MY HAND AND SEAL OF OFFICE, this the 9th day of October, 1967.

W.C. Bill

Assessor and Collector of Taxes
Upshur County, Texas



STATEMENT OF INDEBTEDNESS

THE STATE OF TEXAS X
 COUNTY OF UPSHUR X

I, the undersigned, County Treasurer of Upshur County, Texas, DO HEREBY CERTIFY that the following is a full and complete statement of indebtedness of said County, authorized under the provisions of Section 9 of Article VIII of the Texas Constitution, and being all of the debt chargeable against the Road and Bridge Fund Tax of said County, as of the date hereinbelow shown:

Kind of Warrants	Date	Int.	Maturity	Amount Outstanding
Road & Bridge	3-15-63	5%	\$10,000 12-15-67	\$10,000
Road Improvement	10-15-66	5%	10,000 12-15-68/71	40,000
TOTAL OF ABOVE INDEBTEDNESS ..				\$50,000

Sinking funds on hand to credit of above debt \$ None

IN WITNESS WHEREOF, I have hereunto set my hand officially, this the 9th day of October, 1967.

C. P. ...
 County Treasurer, Upshur County, Texas

Mirror-Image

Pauper's Affidavit

STATE OF TEXAS

County of Upshur.

Before me, the undersigned authority, on this day personally appeared _____

Argie Mae Evans

_____ who after being by me duly sworn deposes and says

My name is Argie Mae Evans

I reside at Route 1, Box 245, Big Sandy, Texas

I have lived in Upshur County 21 years

I own the following described real estate house and 5 acres of land

I own the following described personal property 1963 Ford not paid for

I am employed by Not employed

I have the following amount of cash at this time \$ no

I am a parent of the following named children

Dorothy Phillips	age	20
Betty Prince	age	19
Carolyn Ruth Evans	age	16
Glenda Nell Evans	age	14
James Evans, Jr.	age	10

_____ age _____

My children own the following described real property and personal property. _____

none

I hereby swear that I have no other sources of income or means of support than are named herein, if so, they are

none

Signed Argie Mae Evans



Subscribed and sworn to before me, a Notary Public in and for Upshur County, Texas, this the

10th day of November, A D, 194 67

Deputy County Clerk Andrea Gilbert

Notary Public, Upshur County, Texas.

WITNESSES STATEMENT

We, the following named citizens of _____ community of Upshur County, Texas, hereby state that the answers to the foregoing questions are correctly stated, to the best of our knowledge and belief, and that this applicant is in need of assistance.

Jim Shockey
August Palmer
W. D. [unclear]
A. D. Hackler

Murray-Gilbert

Pauper's Affidavit

STATE OF TEXAS

County of Upshur

Before me, the undersigned authority, on this day personally appeared _____

Callie Boyd

who after being by me duly sworn/deposes and says

My name is Callie Boyd

I reside at Route 2 Box 305 Gladewater, Texas

I have lived in Upshur County 70 years

I own the following described real estate _____

home

I own the following described personal property _____

I am employed by none

I have the following amount of cash at this time \$ none

I am a parent of the following named children

Mary Ann Hawley age 53

Velma Lee Lacy age 55

Mildred Tittle age 47

Lois Hawley age 46

My children own the following described real property and personal property _____

I hereby swear that I have no other sources of income or means of support than are named herein, if so, they are

~~none~~ some Social Security

Signed X Callie Boyd

Subscribed and sworn to before me, a Notary Public in and for Upshur County, Texas, this the

17 day of November, A D. 194 67

O. N. Loyd, County Clerk

Notary Public, Upshur County, Texas

WITNESSES STATEMENT

We, the following named citizens of _____ community of Upshur County, Texas, hereby state that the answers to the foregoing questions are correctly stated, to the best of our knowledge and belief, and that this applicant is in need of assistance.

[Handwritten signatures of witnesses]



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

September 11, 1967

The Commissioners Court of Upshur County, Texas met in regular session with all members present. Motion made by Jim Shockey second by Bryant Holmes that order be passed requesting Board of District & County Road Indebtedness of State of State of Texas to return to Upshur County its share of Lateral Road Fund in County & Road District Highway Fund as of August 31, 1967 to be used for construction and or improvement of County Roads. All Commissioners voted aye. Order passed.

Handwritten signatures: J. M. Kuler, Jim Shockey, Bryant Holmes, M. A. Langford, A. D. Hackler

December 11, 1967

Commissioners Court met in regular session with all members present. Motion was made by M. A. Langford, seconded by A. D. Hackler to accept terms and conditions of Highway Commission Minute Order #60138. Motion carried. Right of Way cost of Upshur County not to exceed \$18,000.00.

Handwritten signatures: J. M. Kuler, Jim Shockey, Bryant Holmes, M. A. Langford, A. D. Hackler

Vertical stamp: RECEIVED DECEMBER 11 1967

RESOLUTION

BY THE COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS, REQUESTING THAT HIGHWAY IMPROVEMENTS PROPOSED WITH THE CITY LIMITS OF BIG SANDY BE EXTENDED FROM WOOD COUNTY LINE TO APPROXIMATELY 5.0 MILES EAST.

WHEREAS, Upshur County has accepted the terms and conditions of Highway Commission Minute Order No. 60138 agreeing to participate in the acquisition of right of way adjacent to the city limits of Big Sandy; and

WHEREAS, Upshur County is interested in improving U.S. Highway 80 through the County and is now in a financial position to undertake its share of right of way cost for a portion of this work;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF UPSHUR COUNTY:

That L. G. McKinley, County Judge of Upshur County, be and is hereby authorized to request the Texas Highway Department to allocate funds for acquisition of its share of right of way and for the reconstruction of U.S. Highway 80 from Wood County Line to approximately 5.0 miles east, and to proceed with the reconstruction work as soon as possible; and

BE IT FURTHER RESOLVED: That L. G. McKinley, County Judge of Upshur County, is authorized and directed to assure the Texas Highway Department that the County will obtain necessary right of way required for the reconstruction of U.S. Highway 80 from Wood County Line to approximately 5.0 miles east, in accordance with the Department's established procedures; and

BE IT FURTHER RESOLVED: That three copies of this Resolution be forwarded to the Texas Highway Commission or its authorized agent.

PASSED AND APPROVED this 11 day of Dec, A. D., 1967.

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December 15, 1967

Commissioners Court met in special session with all members present. Motion made by A. D. Hackler second by Milton Langford to accept bid of Long Motor Co., Gilmer, Texas for Trucks for Prot. #2 and bid for auto for Sheriffs Dept. Motion carried. Bids recorded with these minutes.

L. G. McKeel
Jim Shoups
Bryant Holmes
M. L. Langford
A. D. Hackler

LONG MOTOR COMPANY

SALES  SERVICE
GILMER, TEXAS
Dec 14, 1968

County Of Upshur
Gilmer, Texas

Gentlemen:

We wish to submit the following quotation on a new Ford, description of which is shown below:
New 1968 Ford Custom 500 S4 equipped as specified in your bid

SUGGESTED RETAIL PRICE (at factory) at Gilmer	\$ 3978.55
DISTRIBUTION, DELIVERY & FED TAXES (Tax _____)	_____
DEALER'S CHARGE FOR PREPARATION & HANDLING	_____
GAS, OIL AND GREASE	_____
FACTORY INSTALLED ACCESSORIES	\$ _____
OIL BATH AIR CLEANER	_____
OIL FILTER	_____
ELECTRIC CLOCK	_____

TOTAL \$ 3978.55

Less Trade-In Allowance on Used Unit No 1966 Ford & Fed Tax \$ 1447.17

Net Difference \$ 2531.38

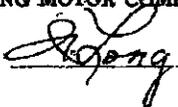
REMARKS

The above quotation is good for 10 days and if a trade-in is involved, it is understood that same is to be in same condition as of this date, except for normal use.

Thanking you for the opportunity of bidding on this deal, we are,

Very truly yours,

LONG MOTOR COMPANY

By 

LONG MOTOR COMPANY

SALES  SERVICE
GILMER, TEXAS
Dec 14, 1967

County Of Upshur
Gilmer, Texas

Gentlemen:

We wish to submit the following quotation on a new Ford, description of which is shown below
1968 Ford F600--2 Ton Truck as per advertised bid

SUGGESTED RETAIL PRICE (AT FACTORY) <i>at Gilmer</i>	\$ 4144.29
DISTRIBUTION, DELIVERY & FED TAXES (Tax _____)	_____
DEALER'S CHARGE FOR PREPARATION & HANDLING	_____
GAS, OIL AND GREASE	_____
FACTORY INSTALLED ACCESSORIES \$ _____	_____
OIL BATH AIR CLEANER _____	_____
OIL FILTER _____	_____
ELECTRIC CLOCK _____	_____
Less Federal Tax and Discount	894.29
 TOTAL	 \$ 3250.00
 Less Trade-In Allowance on Used Unit No. _____	 \$ None
Net Difference	\$ 3250.00

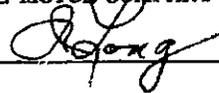
REMARKS:

The above quotation is good for _____ days and if a trade-in is involved, it is understood that same is to be in same condition as of this date, except for normal use

Thanking you for the opportunity of bidding on this deal, we are,

Very truly yours,

LONG MOTOR COMPANY

By 

LONG MOTOR COMPANY

SALES  SERVICE
GILMER, TEXAS
Dec 14/1967

County Of Upshur
Gilmer, Texas

Gentlemen.

We wish to submit the following quotation on a new Ford, description of which is shown below
1968 Ford F600 --2 Ton Truck as per advertised for bid

SUGGESTED RETAIL PRICE (AS LISTED) <i>at Gilmer</i>	\$ 4114.29
DISTRIBUTION, DELIVERY & FED TAXES (Tax _____)	_____
DEALER'S CHARGE FOR PREPARATION & HANDLING	_____
GAS, OIL AND GREASE	_____
FACTORY INSTALLED ACCESSORIES	\$ _____
OIL BATH AIR CLEANER	_____
OIL FILTER	_____
ELECTRIC CLOCK	_____
Less Fed Tax has been deducted & Discount	894.29
TOTAL	\$ 3250.00
Less Trade-In Allowance on Used Unit No _____	\$ None
Net Difference	\$ 3250.00
REMARKS:	

The above quotation is good for 10 days and if a trade-in is involved, it is understood that same is to be in same condition as of this date, except for normal use

Thanking you for the opportunity of bidding on this deal, we are,

Very truly yours,
LONG MOTOR COMPANY

By *D. Long*

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THIS STATE OF TEXAS
 County of Upshur
 I, Lee Williams, Clerk of the District Court of Upshur County, Texas, do hereby certify that the foregoing is a true and correct copy of *the order*
 given under my hand and the seal of said Court at *Upshur County, Texas* this *19th* day of *December*, 1967.

THE STATE OF TEXAS
 COUNTY OF UPSHUR

BE IT REMEMBERED that Jack G. Scott was appointed Official Shorthand Reporter of the 115th Judicial District of Texas on May 16, 1949; that he has served continuously since that date, and is now serving in such capacity.

BE IT FURTHER REMEMBERED that the 57th Legislature enacted legislation providing that the Official Shorthand Reporter of the 115th Judicial District of Texas shall receive a salary of not less than Forty-eight Hundred (\$4,800.00) Dollars per annum, and not more than Eight Thousand (\$8,000.00) Dollars per annum, in addition to compensation for transcript fees as provided by law;

IT IS THEREFORE ORDERED that as of January 1, 1968, the salary of Jack G. Scott, Official Shorthand Reporter, 115th Judicial District of Texas, is hereby set, fixed and determined at the sum of Seven Thousand, Nine Hundred and Twenty (\$7,920.00) Dollars per annum; the entire salary shall be payable in monthly installments by the Commissioners' Court of each County in the 115th Judicial District of Texas out of any available fund from which such Commissioners' Courts may lawfully pay the same.

This order shall be certified by the Clerk of this Court in each County of the District to the Commissioners' Court of his County for observance.

MADE AND ENTERED this 18th day of December, 1967, in Upshur County, Texas, and Wood County, Texas, and the Clerk of the District Court in each County is directed to enter this order on the Civil Minutes of the 115th Judicial District Court in his County.

80 01 44 61 330 19.

FILED, DISTRICT CLERK
 LEO WILLIAMS
 UPSHUR COUNTY, TEXAS

L. S. Lindsey E. Lindsey
 Lindsey E. Lindsey, Judge, 115th
 Judicial District of Texas.

January 8, 1968

Commissioners Court met in regular session. Motion made by A. D. Hackler and seconded by Jim Shockey to appoint John W. Protho to serve as a member of Middle Sabine River Navigation District. Motion carried.

Motion made and seconded to let the heart club be allowed to install a petition in Rock Building so they can store supplies belonging to Heart Club.

Motion made by Bryant Holmes and seconded by Jim Shockey to accept the proposal of New England Life Insurance Co. effective February 1, 1968.

L. H. McHenry
Jim Shockey
Bryant Holmes
A. D. Hackler

TREASURER'S QUARTERLY REPORT

BY C. H. Pitman COUNTY TREASURER
 FROM Oct. 1, 1967 TO Dec. 31, 1967 INCLUSIVE

	Balance Last Report	Amt Rec Since Last Report	Disbursements	Transfers In	Transfers Out	BALANCE	
1 General	16031.66	118037.18	31546.65			102522.19	1
2 Salary	2375.17	31127.65	32570.77	4000.00		4932.05	2
3 R&B	7653.40	38096.93	16762.20		4500.00	28488.13	3
4 R&B 1	13055.00	16130.50	22552.86			6632.64	4
5 R&B 2	10027.51	15143.59	19717.73			5453.37	5
6 R&B 3	10043.51	16120.51	15044.29			11119.73	6
7 R&B 4	3937.57	15426.22	11716.62	500.00		8147.17	7
8 Perm Imp	289.99					289.99	8
9 Perm School	3991.53	3043.80				7035.33	9
10 Social Sec	11019.68		5544.53			5475.15	10
11 Jury	1799.89	6271.62	2397.92			5673.59	11
12 R&B JA Int & Skg	20693.08	5879.85				26572.93	12
13 R&B IB Avail							13
14 Road Dist 1-C Avail	601.44	.60				602.04	14
15 Road Dist 1-C Int & Skg							15
16 Upshur Law Library	971.87	819.00	721.83			1069.04	16
17 R. O. W.	7542.32	4321.85	1585.00			10279.17	17
18 Immunization Proj.	3911.49		1340.23			2571.26	18
19	113945.11	270419.30	155956.10	4500.00	4500.00	222863.78	19
20							20

LIST OF BONDS AND OTHER SECURITIES ON HAND
 PERMANENT SCHOOL FUND

18 Ore City ISD Bonds	18000.00	10 Liberty Eylau ISD Bonds	10000.00
6 Huntington ISD Bonds	6000.00	8 Bowie Co. GSD School Bldg. Bonds	8000.00
9 Newton ISD Bonds	9000.00	6 Rd. Dist. A Upshur Co. Bonds	6000.00
8 Angelina Hospital	8000.00	15 Central Hgts. ISD Bonds	15000.00
9 City of Kilson Gen. Rev. Bonds	9000.00	8 Diboll ISD Bldg. Bonds	8000.00
8 Livingston ISD Bonds	8000.00	5 Leander ISD Bldg. Bonds	5000.00
7 West Sabine ISD Bonds	7000.00	Time Certificates	36300.00
5 City of Gilmer Water & Sewer Bonds	5000.00		
		TOTAL ALL BONDS	158300.00

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UPSHUR COUNTY
TREASURER'S
QUARTERLY REPORT

Covering Period

From Oct 1 1967

To Dec 31 1967 Inclusive

Date Filed 1-26-68

B)

[Signature]
County Treasurer, Upshur County

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

BEFORE ME the undersigned authority on this day personally appeared
[Signature] County Treasurer of Upshur County,
who being by me duly sworn upon oath says that the within and foregoing report is true and correct

[Signature] County Treasurer

SWORN TO AND SUBSCRIBED before me this 26 day of Jan 1968

[Signature] Clerk
County Court Upshur County Texas

BEFORE ME [Signature] County Clerk Upshur County Texas on this day
personally appeared L. B. McKeeney County Judge James Shockey
Commissioner Precinct No 1 Samuel Holman Commissioner Precinct No 2
M. B. Humphreys Commissioner Precinct No 3 and A. D. Hackler
Commissioner Precinct No 4 who after being duly sworn by me state under their oath, that they
have examined the foregoing County Treasurer's Report of Upshur County Texas and find the
same to be correct to the best of their knowledge and belief

L. B. McKeeney
County Judge

James Shockey
Commissioner Precinct No 1

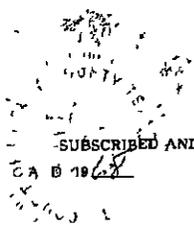
Samuel Holman
Commissioner, Precinct No 2

M. B. Humphreys
Commissioner Precinct No 3

A. D. Hackler
Commissioner Precinct No 4

SUBSCRIBED AND SWORN TO Before me, this 26 day of Jan
1968

[Signature]
County Clerk, Upshur County Texas



January 8, 1968

Commissioner's Court met in regular session with all members present. Motion made by Jim Shockey and seconded by Bryant Holmes that officials of Upshur County be paid on salary basis for year 1968. Motion carried.

L. G. McKinley

Jim Shockey
Jim Shockey

Bryant Holmes
Bryant Holmes

M. L. Langford
M. L. Langford

A. D. Hackler
A. D. Hackler