



# UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

September 24, 1971

Commissioners Court of Upshur County, Texas met in Special session with all members present. Bids were opened for one used motor grader and one new motor grader. Motion made and seconded to accept bid of Darr Equipment Co. for used motor grader and bid of George P. Bane Inc. for new motor grader. Motion carried. Machinery to be purchased on Lease Purchase Agreement. Copies of bids to be recorded with these minutes.

R. G. Keady

D. J. Noble

August Hobbs

E. J. Fanning

W. M. Cooney

222



GEO. P. BANE, INC. / 220 N GLENWOOD BLVD / BOX 4299 / 597-6641 (214) / TYLER TEXAS 75701

September 22, 1971

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

Gentlemen:

We are pleased to submit our bid on your machinery requirements for Precinct No. 4 as follows.

One new Allis-Chalmers Model M-65 Motor Grader  
with standard equipment of:

Tandem 4 Wheel Drive;  
Hydraulic Controlled;  
12 Volt Electric Starting;  
Dry Type Air Cleaner;  
Muffler;  
Stop Lite,  
Power Steering;  
Leaning Front Wheels;  
Power Circle Turn;

Extra Equipment of:

8:25 X 20 Tires, Front & Rear;  
12 Ft. Hydraulic Shift Moldboard;

WHITE-OLIVER  
SEAMAN MIXERS



CONSTRUCTION EQUIPMENT  
SALES - SERVICE - PARTS RENTALS



MELROE BOBCAT  
LORAIN CRANES

The Honorable County Judge and Commissioners' Court -  
Upshur County - September 22, 1971

Page 2

Less trade-in of one used Allis-Chalmers Model D  
Motor Grader S/N 6127

Net difference, delivered . . . . . \$9,000.00

We are enclosing descriptive literature on the Allis-  
Chalmers Model M-65 and hope that we may have the  
pleasure of serving you.

Sincerely yours,

GEORGE P. BANE, INC.



T. D. Whitaker  
Sales Manager

TDW:ci

Enc.

ACCEPTED:

R. G. McQuinn  
E. J. McQuinn  
Barney Hobbs  
T. D. Whitaker  
Neil McCarty

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# GEORGE P. BANE, INC.

37720

AREA CODE 214  
PHONE LY 46641

Construction Machinery

P O BOX 4299  
220 N GLENWOOD  
TYLER TEXAS 75701

Sales • Service • Parts • Rentals

SOLD TO  
Upshur County #4

SHIP TO

ADDRESS

ADDRESS

CITY AND STATE

CITY AND STATE

Gilmer, Texas

RECEIVED	BUS	TRUCK	PICK UP	ROUTING	MACHINE	SERIAL NO	COLLECT	PREPAID	FILLED BY
DATE ORDERED	CUSTOMER ORD NO	ORDERED BY	DATE SHIPPED	FOB	DATE INVOICED	TERMS			
9/1/71							9/23/71	lease agree	

QTY	REPLACED BY	DESCRIPTION	BIN NO	UNIT PRICE	EXTENSION
		One new Allis-Chalmers Model M 65 Motor Grader, Serial No. 24A00342, Engine Serial No. D18072, equipped w/Tandem 4 Wheel Drive; Hydraulic Controller; 12 Volt Electric Starting; Dry Type Air Cleaner; Muffler; Stop Lite; Power Steering; Leaning Front Wheels; Power Circle Turn and extra equipment of: 8:25 x 20 tires, front & rear; 12 ft. Hydraulic Shift Moldboard;			
		LESS: Trade-in of one used Allis-Chalmers Model D Motor Grader, Serial No. 6127			
		NET DIFFERENCE,			\$9000.00

PAGE NO	NO OF PAGES	RECEIVED BY	TOTAL →
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NO RETURNED MERCHANDISE ACCEPTED FOR CREDIT UNLESS RETURNED WITHIN 10 DAYS AND MUST BE IN RESALABLE CONDITION  
NET AMOUNT DUE ON OR BEFORE 10TH OF FOLLOWING MONTH  
1% INTEREST PER MONTH CHARGED ON PAST DUE INVOICES ITEMS NOT SHIPPED, BACK ORDERED UNLESS OTHERWISE SPECIFIED

CUSTOMER

# LEASE AGREEMENT

THIS LEASE, made this the 24th day of September, 1971,  
 between George P. Bane, Inc. of Tyler, Texas,  
 hereinafter known as LESSOR, and Upshur County #4  
 a quasi municipal corporation of the State of Texas, as LESSEE, acting by and through its COMMISSIONER'S COURT Pursuant  
 to an order duly and regularly passed on the 24th day of September, 1971, witnesseth that

Whereas, the LESSEE requires the use of the following equipment:

One new Allis-Chalmers Model # 65 Motor Grader, Serial No. 24AC0342

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

1 Now therefore, the LESSOR in consideration of the payment of \$2,000.00 & trade-in (u)A/C D#6127  
 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Motor Grader  
 for a minimum period commencing on the date of this LEASE and ending 10/15/73, on the following terms

1	\$1500.00 due 5/15/72	18	19
2	\$1500.00 due 10/15/72	14	20
3	\$2000.00 due 5/15/73	15	21
4	\$2000.00 due 10/15/73	16	22
5	11	17	23
6	12	18	24

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

and the LESSEE shall thereupon deliver said Motor Grader  
 to the LESSOR at Tyler, Texas, in good order and condition, ordinary wear and tear thereof ex-  
 cepted

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

4 The LESSOR hereby gives the LESSEE the option to purchase said Motor Grader  
 in its then condition, at any time during the terms of this LEASE (or within any extension or renewal thereof) or within five  
 days thereafter for the purchase price of \$ 9,000.00 to be paid in cash or legally issued County Warrants plus 6%  
 per annum interest on the amount from the date of this LEASE until such purchase price has been paid, from which total  
 amount shall be deducted rentals theretofore paid. In the event said option of purchase is exercised, however, all rentals thereto-  
 fore paid shall be deducted therefrom as of the dates such rental installments were paid. In the event the payments are not paid  
 at maturity they shall bear six percent per annum interest until paid

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

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

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

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

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

GEORGE P. BANE, INC. LESSOR

By George P. Bane, Jr.

LESSEE

By [Signature]  
 County Judge

ATTEST [Signature]  
 County Clerk

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

STATE OF TEXAS

COUNTY OF Upshur

I [Signature] County Clerk in and for Upshur County, Texas  
 do hereby certify that the above and foregoing is true and correct copy of the LEASE AGREEMENT entered into this date by and  
 between George P. Bane, Inc. as LESSOR, and Upshur Co. County, Texas,  
 as LESSEE and the same appears of record in Vol 15, Page        of the COMMISSIONER'S COURT MINUTES of  
Upshur County, Texas.

Given under my hand and seal of office, this, the 24 day of Sept, 1971 A D

[Signature]  
 County Clerk, Upshur County Texas

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LEASE AGREEMENT

between  
and

FILED  
CLERK O.S. LAND COUNTY

71 SEP 24 AM 10:29

Assignment of Lease

Date September 24, 1971  
City Tyler  
State Texas

For value received the undersigned does hereby sell, assign, and transfer unto Farmers & Merchants National Bank, Gilmer, Texas the annexed lease dated 9/24, 1971 made by the undersigned to Upshur County, Precinct #4, Gilmer, Texas  
(Lessor's Name) (Address)

of Model 65 Motor Grader Machinery, Serial No (s) 24A00342 and all property therein described, all moneys due and to become due thereunder and the proceeds of any policy or policies of insurance required by said lease and all of the right, title and interest of the undersigned in and to said lease, property and moneys due or to become due thereunder and in and to the proceeds of any policy or policies of insurance required by said lease and in consideration of the acceptance of this assignment by Farmers & Merchants Nat'l Bank and as a part of the same transaction the undersigned hereby guarantees the payment of all moneys due or to become due thereunder, and that the Lessee will perform each and every term, covenant and condition of said lease, at the time and in the manner therein specified, and the undersigned does hereby agree that in the event of default by the aforesaid Lessee in the performance of any of said covenants and agreement, including said payments of rental as they shall fall due, that immediately upon any such default, without further notice, the undersigned will pay to Farmers & Merchants National Bank said money so in default or perform said covenants and conditions so in default

The Undersigned warrants to Farmers & Merchants National Bank  
(1) the title to the property described in said lease, (2) that said lease is a valid and original lease, (3) that the Lessee in said lease has capacity to contract and that the signatures thereto are the genuine signatures of the parties whose signatures they purport to be, (4) that the unpaid balance of the rent specified in said lease is Seven Thousand and no/100 Dollars (\$7,000.00) as appears from the face thereof, (5) that the Lessee named in said lease (or his assignee) is not in default and has made all payments and has done and performed all acts and things on his part required to be done, paid or performed by the terms of said lease to the date of this assignment, (6) that any insurance required by said lease has been effected and is now in full force and effect

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

GEORGE P. BARR, INC. (L S)  
(Lessor's Signature)

By George P. Barr  
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this 24th day of September, 1971, and agrees to make all payments due under said lease to Farmers & Merchants National Bank, at Gilmer, Texas

\_\_\_\_\_  
(Lessee's Signature) (L S)

By \_\_\_\_\_  
(Signature of Authorized Officer)

LEASE AND RENTAL AGREEMENT

The DARR EQUIPMENT CO., DALLAS COUNTY, TEXAS, hereinafter called the lessor, hereby leases to PRECINCT NO. 1, UPSHUR COUNTY, TEXAS of GILMER, TEXAS 75644, hereinafter called the lessee, the following described personal property, which lessee acknowledges to be in good order and condition and fit for lessee's use

ONE Used Caterpillar #12 Motor Grader s/n 8T16996, with scarifier

The lessor hereby gives the lessee the option to purchase said motor grader in its then condition, at any time during the term of this Lease (within any extension or renewal thereof) or within five days thereafter for the purchase price of \$5,500.00 to be paid in cash or legally issued County Warrants plus 6% per annum interest on the amount from date of this lease until such purchase price has been paid, from which total amount shall be deducted rentals theretofore paid. In the event said option of purchase is exercised, however, all rentals theretofore paid shall be deducted therefrom as of the date such rental installments were paid.

To be shipped to lessee at GILMER, TEXAS via DARR TRUCK, for the minimum rental period of TWENTY-FIVE (25) MONTHS commencing September 15, 1971 in consideration of which lessee hereby agrees to perform the terms and conditions hereinafter set forth and to pay the lessor the following rental for single shift operation

Rentals payments are due during the minimum rental term as follows:

Table with 4 columns: Date, Amount, Date, Amount. Rows: May 15, 1972 \$1,250.00; October 15, 1972 \$1,500.00; May 15, 1973 \$1,250.00; October 15, 1971 \$1,500.00

TERMS AND CONDITIONS

The following terms and conditions shall govern unless the Parties hereto have heretofore or hereafter otherwise agreed in a writing signed by both Parties

- 1. This lease contemplates the continuous rental of the above property at the rate of rental above agreed upon until said property is duly returned to lessor at its place of business. But the lessee shall be liable for the full rental for the entire minimum period even though the property is returned to the lessor prior to the termination of the minimum period for any reason whatsoever.
2. Time and each of the terms and conditions hereof, is expressly declared to be of the essence of this agreement. The acceptance of any payment after the same is due or the failure of the lessor in any one or more instances to pursue any of the remedies hereunder upon default by the lessee in performance of any of the lessee's obligations shall not constitute a waiver of this or any other provisions of this contract and shall not prevent the lessor from exercising any of the remedies hereunder on account of any past or future defaults either in the making of the payments herein provided or in the performance of the various obligations hereof by the lessee. If for any reason payments are not made as herein specified, said payments shall bear interest at per cent per annum from the date due until paid. But the payment of this interest shall not waive the lessor's right as hereinafter stipulated to terminate and forfeit this lease.
3. Upon default by lessee in any payments due or which may become due hereunder for a period of ten (10) days or a failure by lessee to observe any of the terms or conditions hereof or if said property is levied on or seized by any public officer or if lessee becomes bankrupt or insolvent or if a petition in bankruptcy is filed by or against lessee, or if lessee dies lessor in addition to its other rights and remedies hereunder without demand notice or legal action may immediately enter upon lessee's premises and take possession of the property described herein and this lease as to all rights, privileges, power and options herein granted to lessee shall thereupon terminate and be forfeited at the option of the lessor. In the event of any such action the lessee agrees to then pay all rental due including the unpaid balance of the agreed minimum rental damages for any injury to the property or costs of removal of said property from the possession of the lessee and all freight, storage, transportation and other charges incurred by such removal, shipping and return to the lessor at its place of business. In the event that lessor employs an attorney to enforce its rights and remedies hereunder lessor shall be entitled also to reasonable attorney's fees therefor.
4. Title to said property shall at all times remain vested in the lessor and in the event of lessee's repossession thereof either under the terms of this instrument or by other agreement, then lessor shall have the power to exercise all rights of ownership thereover including the right to repair, rebuild, sell (at private or public sale) or re-lease in such manner and under such terms as lessor deems reasonable and proper with due regard to all rights granted to lessee by this instrument.
5. Lessee agrees during the period covered by this lease to indemnify and reimburse the lessor against any and all loss or damage to said property and to that and lessee agrees to keep said property insured at lessee's expense against losses specified by lessor and in amounts satisfactory to lessor in a company and by a policy or policies satisfactory to lessor, losses if any payable to lessor and its assigns and policies to be delivered to lessor.
6. Lessor agrees not to remove any of the above property from County into which shipped without giving immediate written notice thereof to the lessor and further agrees not to remove said property or any part thereof from the state into which shipped without first obtaining written permission from the lessor.
7. Lessee agrees during the period covered by this lease to use said property in a careful and prudent manner, to make at lessee's expense and using only authorized parts and qualified personnel any and all repairs thereto which may be necessary to keep said property in good condition as it is now, reasonable use and wear thereof excepted and to pay all operating and maintenance expense, until all of the above described property is returned and actually received by the lessor and upon the termination of this lease to return said property to the lessor in as good condition as received, natural wear and tear excepted. Lessee further agrees to use said property only for the purpose recommended by the manufacturer thereof and further not to load same beyond the capacity recommended by the manufacturer. Single shift operation is defined as up to 200 hours per month, the additional hourly rate for hours over 200 per month shall be 1/200 of the monthly rate. Rentals for fractional monthly periods shall be computed at the rate of 1/2 monthly rental per week. If customer has purchase option same may be exercised at any time during term hereof so long as customer is not in default for cash or on terms acceptable to company.
8. Lessee agrees not to assign or transfer this lease or any interest therein or sublet said property without the written consent of lessor nor shall lessee have authority to mortgage same or permit any liens or claims to be filed against said property while in lessee's possession or under his control and should for any reason whatsoever an attempt be made to file or claim any lien against said property or any claim be made thereto or the same be attached or levied upon lessee agrees immediately by writing to notify the lessor thereof and to take all necessary steps to protect said property against such claims. The lessee further agrees whenever requested by lessor to give effect the exact location of all machinery and equipment covered by this lease and to permit lessor to inspect property at any time during normal working hours.
9. All freight and switching charges, demurrage, transportation charges, loading and unloading charges both ways are to be paid by lessee. Return transportation charges are to be prepaid by lessee.
10. It is agreed that this lease shall continue in full force and effect unless terminated as above provided until all of the leased property is returned to lessor at its place of business.
11. Lessee agrees to indemnify the lessor and its assigns against all loss, damage, expense and penalty arising from any claim on account of personal injury, disability and death of workmen and other persons or damage to property of any character whatsoever including attorney's fees occasioned by the use, operation, possession, handling, or transportation of the property during the existence of this lease and lessee shall provide adequate liability insurance at lessee's own expense.
12. The lessor shall not be liable to the lessee for any damage or injury occasioned by the operation, possession or use of said property nor for any failure of said property to operate or for any delays occasioned thereby.
13. The lessee agrees to pay all taxes and charges which may be levied or assessed upon said property or its use during the term of this lease. Should a sales or use tax (Federal, state, municipal or local) be lawfully declared due on any of the property covered by this lease or on the payments set forth, lessee agrees that lessor may add such charges to the payments due hereunder and collect same from the lessee in order to comply with applicable laws.
14. If required by the lessor the lessee at his own expense shall furnish a bond in amount of the value of the property and with sureties satisfactory to the lessor to insure fulfillment of this lease.
15. All taxes and other sums of money payable by lessee under the terms of this lease shall be due and payable at the office of lessor in Dallas County, Texas.
16. Acceptance of this lease by lessor shall not be deemed a waiver of any other liens or rights granted by law to lessor.
17. No provision of this lease shall be effective and binding upon the parties hereto which shall be judicially held unlawful or inoperative or which is contrary to or in violation of any applicable State or Federal Law or any ordinance of a city or town. In such event the other provisions of this lease shall be fully operative and binding.
18. It is agreed that this writing covers all the agreements between the parties hereto and no other agreement unless in writing and signed by the parties hereto shall be binding upon either of the parties hereto.
19. The words Lessor and Lessee as used herein shall be construed to include singular and plural, masculine and feminine, individual and corporate parties and shall include all successors or assigns of lessor and all assignees and sub-lessees of lessee with consent of lessor.
20. Any options herein granted to lessee can be exercised by lessee only if lessee is not in default in the performance of any of lessee's obligations under this agreement. Repair costs (excluding warranty) paid by company during the period of lease or rental will be added to the purchase option price of the unit shown above upon exercise of option.
21. LESSEE AGREES THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS SET FORTH HEREIN.

Executed in triplicate, one copy of which is delivered to and retained by the lessee this 23rd day of September 19 71

LESSOR DARR EQUIPMENT CO. By [Signature]

LESSEE BY: [Signature] County Judge. WITNESSES: [Signatures] Commissioner, Prec. #1, #2, #3, #4

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INDIVIDUAL

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_

\_\_\_\_\_ in and for said County and State on this day personally appeared \_\_\_\_\_

known to me to be the person whose name \_\_\_\_\_ subscribed to the foregoing instrument, and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ executed the same for the purpose and consideration therein expressed

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_

(L. S)

(Title)

CORPORATION

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ personally appeared before me the Undersigned a Notary Public within and for the county and state aforesaid duly commissioned and acting \_\_\_\_\_ (Name of Officer or Mortgagor) to me personally well

known to be and who stated that he was the \_\_\_\_\_ (Title of Officer) of \_\_\_\_\_ the Corporation named in and which executed the Chattel Mortgage to which this acknowledgment is attached and who knows the corporate seal of the said Corporation and who, being by me duly sworn stated on oath and acknowledged that the seal affixed to said instrument is the corporate seal of the said Corporation that he was duly authorized to execute said instrument for in the name of and on behalf of said Corporation and that same was signed sealed executed and delivered by him in the name of and on behalf of the said Corporation by authority of its board of directors and he duly acknowledged and stated the execution of said instrument to be his voluntary and free act and deed in his said capacity and the voluntary and free act and deed of said Corporation by it and by him voluntarily executed for the uses, purposes and considerations therein mentioned and set forth

In testimony whereof I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

My commission expires \_\_\_\_\_

(Signature of Notary Public)

(Notarial Seal)

Notary Public in and for \_\_\_\_\_ County

171  
2  
10:26

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

That, WHEREAS, the Commissioners' Court of UPSHUR COUNTY, TEXAS, has determined that it would be wise and to the best interest of said County for it to employ experts skilled in the matter of appraising and valuing oil, gas, and public utility properties in said County, said experts to compile and furnish data and information to said Court sitting as a Board of Equalization for the purpose of equalizing valuations of such properties as compared with other property valuations in said County for tax purposes for the years 1972 and 1973, said data and information to be made available in respect to all of such properties properly and lawfully coming before it for consideration in the equalization of values upon renditions made by the owners thereof, or upon renditions made by the tax assessor where the owner; or owners, may fail to render the same, and

WHEREAS, said Court finds that Pritchard & Abbott, a partnership of Fort Worth, Texas, are skilled in such matters and have scientific and technical knowledge in respect to the appraising and valuing of such properties and many years' experience in the matter of appraising and valuing such properties and

WHEREAS, Pritchard & Abbott have proposed to said Commissioners' Court of Upshur County that they will gather and compile information relating to the value of oil, gas, and public utility properties as of January 1, 1972, and January 1, 1973, and make said information completely available to said Court to be used by it as it may see fit in determining what values should be assigned to said properties properly coming before it for consideration, and will charge for their services a sum of Two Thousand (\$2000<sup>00</sup>) Dollars, per year, for the years 1972 and 1973.

IT IS THEREFORE AGREED by and between Upshur County, Texas, acting herein by and through its Commissioners' Court, Party of the First Part, and

Pritchard & Abbott of Tarrant County, Texas, Parties of the Second Part, as follows

Parties of the Second Part agree to compile a complete list of the record owners of all oil, gas, and public utility properties wherever situated and located in Upshur County, Texas, as of January 1, 1972 and January 1, 1973, said compilation and record to show the particular interest, or interests, therein owned.

Parties of the Second Part also agree to secure and make available for the use of Party of the First Part information showing the values of said properties to be considered by Party of the First Part as it may deem fit in determining the proper values for tax assessment purposes for 1972 and 1973, to be assigned to such of said properties as may come before the Party of the First Part sitting as a Board of Equalization for consideration upon renditions made by the owners thereof, or upon renditions made by the tax assessor where the owner, or owners, fail or refuse to render the same.

FOR AND IN CONSIDERATION of the skilled services, technical knowledge and experience of Parties of the Second Part in the performance of the obligations devolving upon them hereunder, and in consideration of the information given and assistance furnished by them to Party of the First Part in undertaking to value and equalize the values of said properties properly coming before it for consideration at its equalization hearings in the years 1972 and 1973, Party of the First agrees and obligates itself to compensate Parties of the Second Part as follows:

FOR THE SERVICES HEREIN AGREED to be performed Second Parties shall receive the said sum of Six Thousand (\$6,000<sup>00</sup>) Dollars, per year, to be paid out of the General Fund of Upshur County, Texas, for the years 1972 and 1973.

IT IS FURTHER AGREED and understood by both Parties that Upshur County, Texas, will issue, or cause to be issued, to Pritchard & Abbott warrants drawn against the General Fund of said Upshur County, Texas, and payable out of the current revenues for each respective year 1972 and 1973.

PARTY OF THE FIRST PART hereby specially contracts and obligates itself to, at any time same may become necessary, pass and enter of record such orders as may be proper and necessary to legalize and facilitate the payment of all sums due Parties of the Second Part.

Said Pritchard & Abbott further agree that in no way will the said Upshur County be obligated to said Pritchard & Abbott, or their assistants, for salaries, expense, or material, except as above stated.

WITNESS our hands in duplicate this the 13 day of Sept A. D., 1971.

COUNTY OF UPSHUR,  
Party of the First Part.

By L. H. McKinley  
County Judge

A. P. Noble  
Commissioner, Precinct #1

Bryant Holmes  
Commissioner, Precinct #2

E. R. Lamm  
Commissioner, Precinct #3

Neal McCord  
Commissioner, Precinct #4

ATTEST  
D. J. Loyd  
County Clerk, Upshur County, Texas.

PRITCHARD & ABBOTT,  
Parties of the Second Part.

By Lawrence Reeves

## GENERAL FUND

SEPT., 1971

<u>CHECK NO.</u>	<u>RECEIVER</u>	<u>FOR</u>	<u>AMOUNT</u>
689	Salary Fund	Transfer	\$5000.00
690	Ellen Harris	Exp-Dallas Hosp	10.00
691	Margaret Gaddis	Wolf Bounty	5.00
692	Tex Co & Dist Retirement	Retirement	337.62
693	New Eng Mutual Life Ins	Insurance	410.10
694	American Gen Life Ins	Insurance	70.52
695	Larry Willeford	Wolf Bounty	5.00
696	Letha LaGrone	Ticket to Hospital	25.85
697	Cleotha Smith	Trip to MD Anderson	21.40
698	Long Motor Company	Sheriff Dept.	6.30
699	Jack Ellenberg	Sheriff's Expense	36.51
700	Pete Dugger	Sheriff's Expense	3.15
701	Humble Oil & Refining	Gasoline	28.13
702	Henry Harden	DPS Janitor	20.00
703	Gulf Oil Corp.	Gasoline	70.34
704	Fennell Super Service	Janitor Supplies	7.00
705	Gilmer Morrор	Supplies	350.50
706	Stafford-Lowdon Co.	Supplies	179.35
707	Gilmer Wholesale Gro	Welfare Commodities	5.23
708	Nobles Refg & Air Cond.	Repairs	38.44
709	Stropp & Davis Ins	Insurance	123.00
710	Itek	Supplies	59.33
711	Baker & Taylor Co.	Library	301.04
712	Bro-Dart, Inc. -	Library	9.31
713	Graves Elec & Mach	Repairs	42.10
714	Doubleday & Co., Inc.	Library	77.31
715	Gaylord Bros, Inc.	Library	41.80
716	Steck-Warlick Co.	Supplies	16.91
717	Walravens	Supplies	95.65
718	M & M Typewriter	Supplies	7.50
719	Neil D. Harrison Ins	Ins Courthouse	12.00
720	Dr. Don Smith	Welfare-Whitt	10.00
721	Copi-Rite, Inc.	Supplies	42.00
722	Story-Wright, Inc.	Supplies	50.85
723	M & T Office Mach	Supplies	14.55
724	Hill Printing & Sta	Supplies	221.48
725	West Publishing Co.	Books	182.50
726	American Petrofina	Gasoline	52.03
727	Virgil E. Mulanax	#3014	66.24
728	Phillips Petroleum Co.	Gasoline	25.14
729	Texaco, Inc.	Gasoline	65.75
730	Bobby Wheeler	Wolf Bounty	5.00
731	O. B. Sims, Jr.	Ticket to MD Anderson	21.40
732	1st Adm Jud Dist of Tex	Gen Exp Pro rata	208.05
733	Shafer Pharmacy	Drugs	15.00
734	Jobe Pharmacy	Drugs	15.00
735	Census Dept. of Commerce	Maps & Medlist	13.25
736	W. L. Poole	Wolf Bounty	5.00
737	First National Bank	WETax	243.90
738	General Telephone Co.	Service	546.30
739	Upshur REA	Service	7.71
740	Swepeco	Service	476.30
741	Kathy Phillips	Wolf Bounty	5.00
742	Gary Bingham	Wolf Bounty	5.00
743	Tommy Ingram	Wolf Bounty	5.00
744	Gilmer Fire Dept.	Yamboree Flags	25.00
745	Gilmer High School	Janitor Supplies	16.00
746	First National Bank	Int Airport Warrants	250.00
747	Gilmer High School	Janitor Supplies	48.00
748	Bruce Morris, Jr.	Salary	466.21
749	Ramah L. Hudson	Salary	354.95
750	Anne Belle Collier	Salary	251.01

## GENERAL FUND

751	Edward L. Davis	Salary	247.21
752	Mozell Duncan	Salary	94.80
753	Bessie Faye Hill	Salary	215.06
754	Clara Bennett	Travel Expense	75.00
755	Alva Cleo Snow	Salary	186.67
756	Artie F. Tennison	Salary	90.46
757	Perry J. Higginbotham	Salary	182.60
758	Lonnie Nix	Salary	174.45
759	Charlie Willis	Salary	220.88
760	Willie S. Thompson	Salary	83.33
761	Willie S. Thompson	Travel Expense	75.00
762	Upshur Co Health Unit	Office Expense	20.00
763	C. F. Wallace	Travel Expense	75.00
764	Thomas E. Marshall	Salary	312.89
765	Thomas E. Marshall	Travel Expense	50.00
766	Ore City Fire Dept.	Fire Prevention	20.00
767	Ewell Service Club, Inc.	Fire Prevention	25.00
768	City of Big Sandy	Fire Prevention	25.00
769	City of Gilmer	Fire Prevention	200.00
770	S. E. Morgan	Radio Contract	15.00
771	Rex Varner	Hauling	200.00
772	Evelyn Simpson	Salary	168.75
773	Evelyn Simpson	Travel Expense	75.00
774	County Judge-Titus Co.	Whse Storage	57.00
775	E. S. Simpson	Travel	40.00
776	W. C. Jones	Travel	40.00
777	John Henry	Salary	173.25
778	John Henry	Travel	75.00
779	Upshur County Library	Extra Help & Janitor	110.00
780	Aulene Smith	Pauper	10.00
781	Mrs. George Helms	Pauper	10.00
782	Cub Cooper	Pauper	10.00
783	Jessie Dean Hall	Pauper	10.00
784	Eugene Bolton	Pauper	10.00
785	Alex Strickland	Pauper	10.00
786	Jo Ann Armstrong	Pauper	10.00
787	Buford O. Hubbard	Pauper	10.00
788	Ozella Walton	Pauper	10.00
789	Sam Henry Ford	Pauper	10.00
790	Callie Boyd	Pauper	10.00
791	Charlie Hugh Melton	Pauper	10.00
792	Hulene Moore	Pauper	10.00
793	Ethel Ross Daniels	Pauper	10.00
794	Gilmer High School	Janitor Supplies	16.00
795	Clarence Allen	Wolf Bounty	5.00
796	Bill Reynolds	Wolf Bounty	5.00
797	Mrs. E. L. Davis	Labor	170.00
798	Roy Gipson	Labor	40.00
799	Tandy Fannin	Labor	40.00
800	Buck Wright	Labor	50.00
801	Carolyn Davis	Vocational School	37.80
802	Ann Utter	Vocational School	37.80
803	Kathy Latham	Vocational School	43.20
804	Southwestern Elec Pow Co	Service	264.32
805	Ark La Gas Co.	Service	32.98

*E. F. Noble*

*August Helms*

*E. P. Fannin*

*W. H. C. C. C.*

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## SALARY FUND

SEPT., 1971

<u>CHECK NO.</u>	<u>RECEIVER</u>	<u>FOR</u>	<u>AMOUNT</u>
617	Betty White	Labor	\$ 40.50
618	Tex Co & Dist Retire.	Retirement	865.28
619	New Eng Mutual Life Ins	Insurance	936.45
620	American Gen Life Ins	Insurance	23.31
621	Doyle Johnson	Jail Groceries	281.55
622	First National Bank	W H Tax	785.40
623	Doyle Johnson	Salary	508.97
624	Void		
625	W. C. Jones	Salary	491.47
1251	O. W. Loyd	Salary	470.96
1252	James L. Williams	Salary	396.02
1253	Carl H. Pitman	Salary	372.48
1254	Jack E. Ellenberg	Salary	395.42
1255	Nevell G. Kellar	Salary	387.37
1256	Jo Ann Van Zandt	Salary	248.26
1257	Lynn Quinn	Salary	271.75
1258	Nelcine Redfern	Salary	248.26
1259	Bobbie E. Hankins	Salary	248.26
1260	Linda Faye Conway	Salary	249.71
1261	Pauline Delaney	Salary	262.80
1262	Geraldine Tucker	Salary	240.51
1263	Mary Rose Nash	Salary	248.26
1264	Kathryn G. Campbell	Salary	240.51
1265	Laura V. Gunn	Salary	231.21
1266	Void		
1267	Leta Fowler	Salary	130.17
1268	Minnie Elwell	Salary	231.21
1269	Shirley Moore	Salary	248.26
1270	E. S. Simpson	Salary	177.10
1271	Davener Tye	Salary	123.19
1272	Leon Willeford	Salary	80.06
1273	W. C. Howell	Salary	80.06
1274	Robert Anderson	Salary	80.06
1275	W. A. Byrd	Salary	80.06
1276	George Smith	Salary	107.69
1277	H. S. Taff	Salary	111.99
1278	Cyril Bennett	Salary	111.99
1279	Gastel Turner	Salary	13.00
1280	W. C. Jones	Comm Cert of Title	30.00
1281	Bruce Morris	Comm Cert of Title	30.00
1282	E. L. Culver	Salary	361.49
1283	Tax Assessor Collector	Extra Help	118.00
1284	Davener Tye	Travel	40.00
1285	W. A. Byrd	Travel	40.00
1286	Ronald R. Towery	Salary	166.85
1287	Pete E. Dugger	Salary	405.77
1288	Lucille Underwood	Salary	240.51
1289	Betty White	Labor	40.50

*E. P. Miller*  
*August Thomas*  
*C. H. Lamm*  
*Neal McCreary*

JURY FUND

SEPT., 1971

<u>CHECK NO.</u>	<u>RECEIVER</u>	<u>FOR</u>	<u>AMOUNT</u>
154	Tex Co & Dist Retirement	Retirement	\$ 31.96
155	New England Mutual Life	Insurance	39.64
156	First National Bank	W H Tax	36.00
157	Jack G. Scott	Salary	252.45
158	Void		
159	C. H. Pitman	Social Security Rep	35.00

NO FUND

SEPT., 1971

<u>CHECK NO.</u>	<u>RECEIVER</u>	<u>FOR</u>	<u>AMOUNT</u>
453	Salary	Transfer	\$5000.00
454	Tex Co & Dist Retirement	Retirement	59.06
455	New England Mutual Life	Insurance	37.26
456	Mercantile National Bank	Coupon 26125 Bk Chg	266.25
457	Neal McCurry	Expense	11.04
458	First National Bank	W H Tax	36.50
459	Available School Fund	Int on Sec	4677.53
460	L. G. McKinley	Salary	517.77
461	John Prothro	Reg-Sub Station	13.65

*D. P. Noble*  
*August Holmes*  
*C. R. F. ...*  
*Neal McCurry*

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R &amp; B # 1

SEPT., 1971

<u>CHECK NO.</u>	<u>RECEIVER</u>	<u>FOR</u>	<u>AMOUNT</u>
933	Tex Co & Dist Retirement	Retirement	\$251.86
934	New Eng Mutual Life Ins	Insurance	220.39
935	Curtis Shaw	Mowing ROW	195.00
936	Clyde Baugh	Mowing ROW	155.00
937	Void		
938	Void		
939	Void		
940	Void		
941	Goodyear Service Stores	Tires	67.87
942	Upshur REA	Service	6.25
943	Spencer-Harris Mach	Repairs	31.50
944	American Petrofina	Road Oil	983.55
945	Darr Equipment Co.	Rental	500.00
946	Darr Equipment Co.	Parts	38.52
947	Otis Jones	Gravel	4.80
948	L. L. Berry	Gravel	31.20
949	Bill & Tobe Gro	Ice	20.25
950	J. B. Hill	Repairs	51.14
951	First National Bank	W H Tax	129.70
952	Allen Bland	Salary	274.84
953	Allen Bland	Auto Expense	55.00
954	Morris S. Jones	Salary	257.79
955	Morris S. Jones	Auto Expense	55.00
956	Austin Davis	Salary	265.64
957	Austin Davis	Auto Expense	55.00
958	Garland Smith	Salary	257.79
959	Garland Smith	Auto Expense	55.00
960	John D. Willsford	Salary	280.65
961	John D. Willeford	Auto Expense	55.00
962	Offie Nobles	Salary	500.17
963	Offie Nobles	Auto Expense	100.00

Offie Nobles

Raymond Holmes

E. L. F.

Neil McCarty

R &amp; B # 2

SEPT., 1971

<u>CHECK NO.</u>	<u>RECEIVER</u>	<u>FOR</u>	<u>AMOUNT</u>
920	Tex Co & Dist Retirement	Retirement	\$214.66
921	New Eng Mutual Life	Insurance	194.47
922	State Reserve Life Ins	Insurance	16.83
923	Gilmer Lumber Co.	Materials	135.82
924	Warrick Auto Supply	Parts	43.62
925	Goodyear Service Stores	Tire Repair	19.30
926	Darby Equipment Co.	Parts	58.20
927	Yazell Chev Olds	Parts	22.46
928	Bass Chev	Parts	34.74
929	American Petrofina	Road Oil	945.50
930	Adams Paint & Body Shop	Repairs	3.00
931	Etex Telephone Co Op	Service	5.61
932	Leland Equipment Co.	Parts	19.33
933	Crim Truck & Tractor Co.	Parts	217.82
934	Gregg Salvage & Supply	Materials	12.60
935	Eastex Welding Supply Co.	Supplies	3.60
936	Mrs. Doris Newsom	Gravel	18.00
937	Perry Owens	Gravel	28.00
938	Al walker	Gravel	12.00
939	F. L. Fluellen	Gravel	78.00
940	First National Bank	W H Tax	89.10
941	Eugene Adams	Salary	266.40
942	Eugene Adams	Auto Expense	60.00
943	Robbie D. Hill	Salary	257.05
944	Robbie D. Hill	Auto Expense	60.00
945	James W. Meadows	Salary	254.31
946	James W. Meadows	Auto Expense	75.00
947	Nathaniel Hollis	Salary	266.40
948	Nathaniel Hollis	Auto Expense	60.00
949	Bryant Holmes	Salary	482.77
950	Bryant Holmes	Auto Expense	100.00
951	Texas Bus Lines	Freight	8.08

*O. P. Noble*  
*Bryant Holmes*  
*E. P. Adams*  
*Ned McCarty*

R &amp; B # 3

SEPT., 1971

<u>CHECK NO.</u>	<u>RECEIVER</u>	<u>FOR</u>	<u>AMOUNT</u>
981	Tex Co & Dist Retirement	Retirement	\$250.56
982	New England Mutual Life	Insurance	203.34
983	Floyd Evans	Mowing ROW	15.00
984	Dean Lumber Co.	Lumber	203.04
985	Part Truck & Tractor Co.	Parts	7.00
986	American Petrofina	Road Oil	102.34
987	R. B. Cook	Gravel	11.70
988	R. D. Arrington	Gravel	36.90
989	Gorgie Mae Marshall	Gravel	18.90
990	Grady Holmes	Tile	194.70
991	J.E. Chamberlain	Materials	1.50
992	Goodyear Service Stores	Tires	77.16
993	Upshur REA	Service	6.25
994	Gilmer Automatic Gas Co.	Parts	2.94
995	Void		
996	Geo. P. Bane, Inc.	Repairs & Parts	303.13
997	First National Bank	W H Tax	143.50
998	E. G. Hail	Salary	268.65
999	E. G. Hail	Auto Expense	60.00
1000	George Pool	Salary	254.94
1001	George Pool	Auto Expense	75.00
1002	William L. Nation	Salary	170.07
1003	William L. National	Auto Expense	36.00
1004	Maxie Teffteller	Salary	75.54
1005	Maxie Teffteller	Auto Expense	16.00
1006	Calvin E. Langford	Salary	266.40
1007	Calvin E. Langford	Auto Expense	60.00
1008	Arnel Murrell	Salary	257.05
1009	Arnel Murrell	Auto Expense	60.00
1010	E. L. Fannin	Salary	474.17
1011	E. L. Fannin	Auto Expense	100.00
1012	Delbert Craig	Labor	26.40
1013	Floyd Evans	Labor	27.50

*O. P. Fannin*

*Delbert Holmes*

*O. P. Fannin*

*Ned McCarty*

R &amp; B # 4

SEPT., 1971

<u>CHECK NO.</u>	<u>RECEIVER</u>	<u>FOR</u>	<u>AMOUNT</u>
959	Henry Odom	Repairs-Damage	\$ 35.00
960	Tex Co & Dist Retirement	Retirement	176.76
961	New Eng Mutual Life Ins	Insurance	211.52
962	Geo. P. Bane, Inc.	Repairs	1416.79
963	Long Motor Co.	Parts	27.34
964	Industrial Power & Sup	Parts	10.50
965	Darr Equipment Co.	Parts	69.95
966	Heritage Tool & Supply Co.	Parts	3.17
967	Glassman Oxygen Supply Co.	Materials	4.25
968	Gulf Companies	Scrap Tank Cars	900.00
969	Looney Johnson	Gravel	60.00
970	Etex Telephone Coop	Service	13.05
971	Gilmer Lumber Co.	Materials	.54
972	Mt. Pleasant Service Parts	Jack	70.00
973	Warrick Auto Supply	Parts	6.30
974	Grady Holmes	Tile	327.60
975	American Petrofina	Road Oil	1576.14
976	Robbie D. Hill	Labor	7.90
977	Eugene V. Adams	Labor	7.90
978	James Helpenstill	Salary	49.11
979	James Helpenstill	Auto Expense	14.00
980	First National Bank	W H Tax	111.00
981	Swecco	Service	5.28
982	Void		
983	Geo P. Bane, Inc.	Machinery	2000.00
984	George T. Glover	Salary	251.60
985	George T. Glover	Auto Expense	60.00
986	Orville Rutledge	Salary	254.94
987	Orville Rutledge	Auto Expense	75.00
988	Ivory G. Johnson	Salary	266.40
989	Ivory G. Johnson	Auto Expense	60.00
990	Neal McCurry	Salary	465.47
991	Neal McCurry	Auto Expense	100.00
992	Rodney K. Feese	Salary	266.40
993	Rodney K. Feese	Auto Expense	60.00
994	Southwestern Elec Pow Co	Service	9.78

*O. P. Bane*  
*George T. Glover*  
*Orville Rutledge*  
*Neal McCurry*