

November 9, 1972

Commissioners Court met in special session with all members present and canvassed the General Election returns.

L. H. McKeever  
Opie Nether  
Carroll Loyd  
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**UPSHUR COUNTY COMMISSIONERS COURT**

GILMER, TEXAS  
November 13, 1972

The Commissioners Court of Upshur County, Texas at its Regular Monthly Meeting November 13, 1972 do hereby resolve:

Upshur County, Texas will purchase the necessary Right of Way on State Highway 300 at the Seven Pines interchange as deemed necessary by the State Highway Department. Negotiations for purchase will begin when deeds are submitted to the County by the Resident Engineer of the State Highway Department.

L. H. McKeever  
Opie Nether  
Carroll Loyd  
E. H. Lammie  
Neal M. O'Connell



## UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

November 13, 1972

Be it resolved by the Commissioners Court of Upshur County, Texas that a need exist to Microfilm certain records in the County Clerks office due to certain records becoming dim and faded. We therefore, accept proposal of Southern Microfilm Corp. to film and record these records according to proposal and price attached to these minutes. The County Auditor is authorized to take necessary steps to issue warrants against General Fund to cover cost of filming and recording.  
Passed this 13 day of November, 1972.

L. H. McKeely

J. P. Nolan

Carroll Loyd

E. P. Fleming

Ned McCoy

# SOUTHERNMICROFILMCORPORATION

7015 ALMEDA ROAD / P O BOX 1824 / HOUSTON, TEXAS 77001 / (713) 748-5140

September 29, 1972

Mr. O. W. Loyd  
County Clerk, Upshur County  
Upshur County Courthouse  
Gilmer, Texas 75644

Dear Mr. Loyd:

In compliance with your request, we submit the following information to supplement our quotation of September 15, 1972. This breakdown is divided between handwritten, typed, Photostat and index records.

#### HANDWRITTEN & TYPED

441 Volumes @ 640 pages each = 282,240 pages  
@ 2-3/4¢ per page ----- \$ 7,761.60

#### PHOTOSTAT

321 Volumes @ 675 pages each = 216,675 pages  
@ 3-1/4¢ per page ----- 7,041.94

#### INDEX BOOKS

26 Volumes @ 500 pages each = 13,000 pages  
@ 4¢ per page ----- 520.00

Total Charge \$15,323.54

The above figures are as accurate as could be determined from our survey. If there are any questions, please call me.

Very truly yours,

SOUTHERN MICROFILM CORPORATION

*Chris H. Huber*  
CHRIS H. HUBER

CHH/yh

A KALVAR COMPANY  HOUSTON/NEW ORLEANS

# SOUTHERNMICROFILMCORPORATION

7015 ALMEDA ROAD / P O BOX 1824 / HOUSTON TEXAS 77001 / (713) 748-5140

September 15, 1972

Mr. O. W. Loyd  
County Clerk, Upshur County  
Upshur County Courthouse  
Gilmer, Texas 75644

Dear Mr. Loyd.

Thank you for the courtesies extended to me during my recent visit to your office. I appreciate the warm and kind reception given to me by your Commissioner's Court.

In compliance with our discussion, we submit the following proposal and quotation to cover microfilm services for all records in the Upshur County Clerk's office.

Southern Microfilm Corporation will provide all equipment, supplies, and trained technicians for equipment operation to provide a turnkey service.

An Eastman Kodak MRD-2 precision camera will be installed and calibrated in your office. All records will be photographed on Kodak 35mm AHU microfilm, placing two volumes to each reel of film. The exposed film will be mailed to our processing lab in Houston on a daily basis. All film will be processed in accordance with U. S. Bureau of Standards specifications, then visually inspected for quality and mechanically checked for proper density. Should any frame or frames not pass these inspections, re-takes will be made at no additional expense to Upshur County.

The developed film will then be duplicated to create a negative "working" copy, leaving the original camera copy as security. The original will be placed on a plastic spool and stored in a fully indexed carton to insure easy and rapid access when necessary.

Our pricing is based on guaranteeing the best quality film commensurate with that of the original document photographed. The unit pricing is as follows:

A KALVAR COMPANY  HOUSTON/NEW ORLEANS

Mr. O. W. Loyd

-2-

September 15, 1972

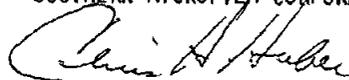
Handwritten and Typed Volumes -----	\$ .0275 per page
Photostat Volumes -----	.0325 per page
Index Volumes -----	.04 per page
Film Duplication -----	8.00 per roll

It is estimated that it will take approximately four months to complete the microfilming of your records. We will strive to perform this service with a minimum amount of disruption to your daily procedures.

We thank you for calling on Southern Microfilm, and look forward to serving you in this capacity in the near future.

Very truly yours,

SOUTHERN MICROFILM CORPORATION



Chris H. Huber

CHH/yh

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# SOUTHERNMICROFILMCORPORATION

7015 ALMEDA ROAD / P O BOX 1824 / HOUSTON, TEXAS 77001 / (713) 748-5140

November 10, 1972

Mr. O. W. Loyd  
County Clerk, Upshur County  
Upshur County Courthouse  
Gilmer, Texas 75644

Dear Mr. Loyd:

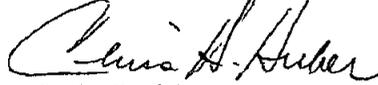
This letter will serve as our guarantee to Upshur County that microfilm will be provided in accordance with our proposal of September 15, 1972. These films will be of the best obtainable quality, commensurate with that of the document filmed and will provide print-back potential equal to that document. In some cases, a better quality print may be obtained due to elimination of background.

Also, this film will meet the standards as specified by the laws of Texas (Article 1941(a)) of the Revised Civil Statutes of Texas titled "Microfilm Records of County Clerks."

If there are any requirements for Upshur County not covered in our proposal or this letter of guarantee, please call me.

Very truly yours,

SOUTHERN MICROFILM CORPORATION



Chris H. Huber

CHH/yh

A KALVAR COMPANY  HOUSTON/NEW ORLEANS

November 13, 1972

Commissioners Court met in regular session with all members present. Motion made by Neal McCurry and seconded by E. L. Fannin to give \$70.00 per child to the Foster Homes for clothing for children placed by the probation officer and welfare department - for four (4) children - children placed in homes in Wood County.

Motion carried.

Eppie Nobles  
Carroll Loyd  
E. L. Fannin  
Neal McCurry

Nov. 13, 1972

Commissioners Court met in regular session with all members present. Highway Department Patrolman met with commissioners and asked for a radar unit - at a price of about \$2000.00. Motion made by Judge McKinley and seconded by Offie Nobles to buy radar unit. Motion carried.

L. H. McKinley  
Offie Nobles  
Carroll Roy  
E. P. Fanning  
Neal McCray

Bids opened for a truck being sold from Precinct #1.

Bids were:

Morris Jones - \$60.00  
 Abner Hawkins - \$117.50  
 J. B. Hill - \$250.00

Motion made to accept J. B. Hill's bid of \$250.00

Motion carried.

L. H. McKinley  
Offie Nobles  
Carroll Roy  
E. P. Fanning  
Neal McCray

Wheeler Texas  
 R 5  
 No 8, 14 72.  
 Morris Jones.  
 Sub in Bid on County Truck  
 1957 \$60,00 Sixty Dollars  
 Morris Jones

**STATEMENT**

FROM Hawkins - used Cars  
St. 5 Box 312A  
Wheeler, Texas 19  
797-6390

ADDRESS

CITY

TERMS

Bid on 1957 Chev.  
 Truck - Price \$1

\$117.50

BRUCE MORRIS, JR.  
COUNTY AUDITOR  
UPSHUR COUNTY  
GILMER, TEXAS

1957 Chevrolet Truck + oil Tank.

J. B. Hill

Gilmer, Tex

Route 5

Box 154

\$250.<sup>00</sup>



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

November 13, 1972

Commissioners Court accept bid of J. R. Wise  
in amount of 25000 for purchase of used  
1957 Chevrolet Truck.

L. H. McKinstry

J. P. Noble

Carroll Boyd

E. P. Fanning

Neil W. Cuff

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A RESOLUTION ACCEPTING DESIGNATION OF UPSHUR COUNTY LIBRARY, GILMER, TEXAS, AS A COMMUNITY LIBRARY UNDER THE LIBRARY SYSTEM ACT OF 1969

WHEREAS, the Texas Library and Historical Commission has authorized the designation of Upshur County Library as a community library under the Library Systems Act of 1969; and

WHEREAS, it is desirable that Upshur County Library participate in the State Library Systems; and

WHEREAS, acceptance of such designation is required:

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS. THAT the designation of Upshur County Library as a Community Library under the Library Systems Act of 1969, House Bill 260, 51st Legislature be and the same is hereby accepted and Upshur County Library is hereby authorized by the Commissioners Court of Upshur County, Texas. as a Community Library and a member of the Northeast Texas Library System (Dallas Public Library).

PASSED AND APPROVED this 17 day of October, 1972.

*L. G. McHenry*  
County Judge, Upshur County, Texas

72 NOV 13 AM 10:29

FILED  
CLERK OF COUNTY

# LEASE AGREEMENT

THIS LEASE, made this the 18th day of December, 19 72,  
 between Long Motor Co. Inc. of Gilmer, Texas,  
 hereinafter known as LESSOR, and Upshur County Precinct # 1  
 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 18 day of December, 19 72, witnesseth that

Whereas, the LESSEE requires the use of the following equipment  
One 1972 Ford F-600 Two Ton Truck  
Motor # F 60 C V P 42048  
 hereinafter referred to as Truck

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 Truck

1 Now therefore, the LESSOR in consideration of the payment of \$109.93  
 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Truck  
 for a minimum period commencing on the date of this LEASE and ending October 15, 1974, on the following terms

1	1000.00 Due 5-15-73	13	19
2	1000.00 Due 10-15-73	14	20
3	1000.00 Due 5-15-74	15	21
4	1000.00 Due 10-15-74	16	22
5	11	17	23
6	12	18	24

2. The LESSEE acknowledges receipt of above desired Truck, 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 Truck  
 and the LESSEE shall thereupon deliver said Truck  
 to the LESSOR at Gilmer, 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 Truck 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 Truck  
 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 \$4000.00 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 Truck  
 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 Truck  
 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 Truck  
 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

Long Motor Co. Inc. LESSOR  
 By Walter Raines Sec. Treas  
Upshur Co. Precinct # 1 LESSEE  
 By L. M. McKimley  
 County Judge  
 ATTEST: O. W. Loyd County Clerk  
E. P. Nelder Commissioner Precinct No. 1  
Carroll Lloyd Commissioner, Precinct No. 2  
E. R. Farr Commissioner, Precinct No. 3  
O. W. Loyd Commissioner Precinct No. 4

STATE OF TEXAS  
 COUNTY OF Upshur  
 I, O. W. Loyd, 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 Long Motor Co. as LESSOR, and Upshur County, Texas,  
 as LESSEE, and the same appears of record in Vol 15, Page 15, of the COMMISSIONERS' COURT MINUTES OF  
Upshur County, Texas.

Given under my hand and seal of office, this, the 18 day of December, 19 72 A D  
O. W. Loyd  
 County Clerk, Upshur County, Texas

LEASE AGREEMENT

between  
and

### Assignment of Lease

Date December 18, 1972  
City Gilmer  
State Texas

For value received the undersigned does hereby sell, assign, and transfer unto Farmers & Merchants National Bank, Gilmer the annexed lease dated Dec. 18, 19 72 made by the undersigned to Upshur County Precinct # 1

of Model 1972 Ford 2<sup>1/2</sup> ton Truck Machinery, Serial No (s) F60CVP 42048 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 National 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 Four Thousand & No/100 Dollars as appears from the face thereof, (5) that the Lessee named in said lease (or his assignee) is not in default and has made all payments and has done and performed all acts and things on his part required to be done, paid or performed by the terms of said lease to the date of this assignment, (6) that any insurance required by said lease has been effected and is now in full force and effect

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

Long Motor Co. Inc. (L. S.)  
(Lessor's Signature)

By Ray Alexander  
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this 18

day of December, 19 72, and agrees to make all payments due under

said lease to Farmers & Merchants National Bank, Gilmer, Texas

at Upshur County Precinct # 1

(L. S.)  
(Lessee's Signature)

By Bruce Murrell  
(Official Title of Company)