



## UPSHUR COUNTY COMMISSIONERS COURT

BILMER, TEXAS  
March 20, 1975

The Commissioners Court of Upshur County met in Special Session to open bids for one Motor Grader and one 13 Ton Tilt Trailer. Motion was made, seconded and carried to accept bid of George P. Bane, Inc., Tyler, Texas for one M100 AC Motor Grader for \$19000.00 and one Tilt Trailer for \$5300.00. Copies of all bid filed with these minutes. Purchase to be made on lease-purchase agreement.

L. A. McKelvey

Carroll Boyd

Charles F. Still

Neil M. Curry



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

March 15, 1973

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 used Allis-Chalmers Model M-100 Series B  
Motor Grader, S/N 1003, with the following equipment:

Full Power Steering;  
Self-Adjusting Four Rear Wheel  
Power Brakes;  
Self-Adjusting Three-Disc Power  
Oil Clutch;  
Direct Electric Starting;  
24 Volt Electric System;  
Dash Light;  
Red Combination Stop & Tail  
Light;  
Horn;  
Foot Accelerator-Decelerator;  
Rear Bumper;  
Dry Type Air Cleaner;  
Filter Service Indicator;  
Exhaust Deflector and Rainshield;  
13:00 X 24 (10 Ply) Tires, Front  
and Rear;  
12 Ft. Manual Shift Moldboard;

WHITE-OLIVER  
SEAMAN MIXERS



CONSTRUCTION EQUIPMENT  
SALES • SERVICE • PARTS • RENTALS



MELROE BOBCAT  
LORAIN CRANES

FILED  
D. W. EDDY  
CLERK UPSHUR COUNTY  
73 MAR 20 AM 9:59

641

The Honorable County Judge and Commissioners' Court -  
Upshur County - March 15, 1973

-2-

Delivered F.O.B. Upshur County, Texas . . . \$19,000.00

We appreciate the opportunity of bidding on your equipment  
needs, and hope that we may serve you.

Sincerely yours,

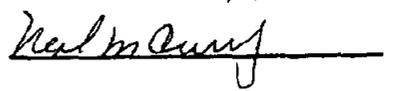
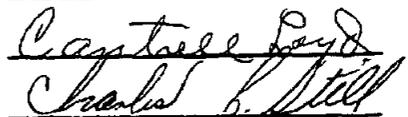
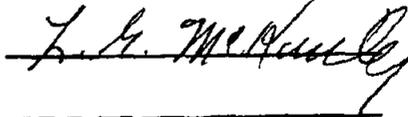
GEORGE P. BANE, INC.



T. D. Whitaker  
Sales Manager

TDW:ci

ACCEPTED:



FILED  
CLERK OF UPSHUR COUNTY  
MAR 20 AM 9:59

642



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

March 15, 1973

FILED  
CLERK  
MAR 20 AM 9:58  
UPSHUR COUNTY

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 Transport Trailers Model XTT13 Tandem Axle  
Tilt Trailer, as described in the enclosed literature,  
and with electric brakes and brake controller.

Delivered F.O.B. Upshur County . . . . \$5,300.00

We appreciate the opportunity of bidding on your equipment needs,  
and hope to serve you in this instance.

Sincerely yours,

GEORGE P. BANE, INC.

*T. D. Whitaker*  
T. D. Whitaker  
Sales Manager

TDW:ci

Enc.

ACCEPTED:

*L. H. McKinley*  
*Charles L. Smith*

*Carroll Boyd*  
*Neil M. Craig*

WHITE-OLIVER  
SEAMAN MIXERS



CONSTRUCTION EQUIPMENT  
SALES SERVICE PARTS RENTALS



MELROE BOBCAT  
LORAIN CRANES

643

LEMCO  
UNDERCARRIAGE  
PARTS FOR  
ALL TRACTORS  
REBUILT &  
USED ENGINES

*Tractor Parts Distributors, Inc.*

P O. BOX 4307 AREA CODE 214 LYRIC 4-8731  
GLADEWATER HIGHWAY  
TYLER, TEXAS 75703

A COMPLETE LINE OF  
NEW & USED PARTS  
FOR TRACTORS, GRADERS  
& DRAGLINES

March 15, 1973

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

Gentlemen:

We are pleased to submit our bid on your machinery needs for  
Precinct 4, as follows:

One used Leland Tilt Top Trailer Model TT10D,  
S/N 7884, repaired, in good operating condition.

F.O.B. Tyler, Texas . . . . . \$4,500.00

Sincerely yours,

TRACTOR PARTS DISTRIBUTORS, INC.

*Jim Powell*  
Jim Powell

JP:ci

FILED  
D.W. LOYD  
CLERK UP-SHUR COUNTY  
73 MAR 20 AM 9:59

644

LEMCO  
UNDERCARRIAGE  
PARTS FOR  
ALL TRACTORS  
REBUILT &  
USED ENGINES

*Tractor Parts Distributors, Inc.*

P. O. BOX 4307 AREA CODE 214 LYRIC 4-3731  
GLADEWATER HIGHWAY  
TYLER, TEXAS 75703

A COMPLETE LINE OF  
NEW & USED PARTS  
FOR TRACTORS GRADERS  
& DRAGLINES

March 15, 1973

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

Gentlemen:

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

One used Galion Model 118 Motor Grader  
S/N CC-04238 equipped with 13"00 X 24  
Tires and Scarifier.

Delivered F.O.B. Upshur County . . . . . \$18,900.00

We appreciate the opportunity of bidding on your machinery  
needs, and hope that we may serve you.

Sincerely yours,

TRACTOR PARTS DISTRIBUTORS, INC.



Jim Powell

JP:ci

FILED  
971115  
CLERK  
73 MAR 20 AM 9:59  
UPSHUR COUNTY

# GEORGE P. BANE, INC.

13138

AREA CODE 214  
PHONE 597-6641

Construction Machinery

P O BOX 4299

Sales • Service • Parts • Rentals

220 N GLENWOOD, TYLER TEXAS  
75701

SOLD TO

SHIP TO

Upshur County Precinct No. 4

ADDRESS

ADDRESS

CITY AND STATE

CITY AND STATE

Gilmer, Texas

TRUCK	PICK UP	ROUTING	MACHINE	SERIAL NO	COLLECT	PREPAID	FILLED BY
DATE ORDERED	CUSTOMER ORD NO	ORDERED BY	DATE SHIPPED	F.O.B.	DATE INVOICED	TERMS:	
					3-16-73	Open	

QTY	Shipped	PART NUMBER	REPLACED BY	DESCRIPTION	BIN NO.	UNIT PRICE	EXTENSION
				One used Allis-Chalmers Model M100 Series B Motor Grader, Serial No. 1003 equipped with: Full power steering, self-adjusting four rear wheel power brakes, self- adjusting three-disc power oil clutch, direct electric starting, 24volt electric system, dash light, red combination stop and tail light, horn, foot accelerator-decelerator, rear bumper, dry type air cleaner, filter service indicator, exhaust deflector and rainshield, 13:00 X 24(10ply) tires, front and rear, 12ft. manual shift moldboard; Delivered F. O. B. Upshur County, Gilmer, Texas			\$19,000.00

FILED  
 CLERK  
 '73 MAR 20 AM 9:59  
 UP SHUR COUNTY

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 1% INTEREST PER MONTH CHARGED ON PAST DUE  
 15TH OF FOLLOWING MONTH INVOICES ITEMS NOT SHIPPED, BACK ORDERED  
 UNLESS OTHERWISE SPECIFIED

CUSTOMER

# LEASE AGREEMENT

THIS LEASE, made this the 20th day of March, 1973  
 between George P. Bane, Inc. of Tyler, Texas,  
 hereinafter known as LESSOR, and Upshur County Precinct #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 16th day of March, 1973, witnesseth that.

Whereas, the LESSEE requires the use of the following equipment:  
One used Allis-Chalmers Model M100 B Motor Grader S/N 1003 and  
One new Transport Trailer Model XT113, S/N B884  
 hereinafter referred to as Grader and Trailer  
 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 Grader and Trailer

1 Now therefore, the LESSOR in consideration of the payment of -0-  
 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Grader and Trailer  
 for a minimum period commencing on the date of this LEASE and ending 12-15-76, on the following terms:

1	\$3,000.00	Due	10-15-73	\$4,650.00	Due	12-15-76	19
2	\$3,000.00	"	6-15-74				20
3	\$3,000.00	"	12-15-74				21
4	\$3,000.00	"	6-15-75				22
5	\$3,000.00	"	12-15-75				23
6	\$4,650.00	"	6-15-76				24

2 The LESSEE acknowledges receipt of above desired Grader & Trailer 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 Grader and  
Trailer and the LESSEE shall thereupon deliver said Grader and Trailer  
 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 Grader & Trailer 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 Grader and Trailer  
 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 \$ 24,300.00 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 Grader and Trailer  
 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 Grader  
and Trailer 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 Grader and Trailer  
 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 President  
UPSHUR COUNTY PRECINCT #4 LESSEE

By L. H. McKeigh  
 ATTEST O. W. Loyd  
 County Clerk

Commissioner, Precinct No. 1  
Caytroll Loyd  
 Commissioner, Precinct No. 2  
Charles J. Hill  
 Commissioner, Precinct No. 3  
Neil McCarty  
 Commissioner, Precinct No. 4

STATE OF TEXAS  
 COUNTY OF Upshur  
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 George P. Bane, Inc., as LESSOR, and Prec't #4 Upshur County, Texas,  
 as LESSEE, and the same appears of record in Vol 15, Page \_\_\_\_\_, of the COMMISSIONERS' COURT MINUTES OF  
Upshur County, Texas.

Given under my hand and seal of office, this, the 20 day of March, 1973 A. D.

O. W. Loyd,  
 County Clerk Upshur County, Texas  
Lynn Quinn Deputy

LEASE AGREEMENT

between George P. Bane, Inc.  
and Upshur County Precinct #4

FILED  
CLERK O. W. LOYD  
UPSHUR COUNTY

'73 MAR 20 AM 11:16

### Assignment of Lease

Date March 20, 1973

City \_\_\_\_\_

State \_\_\_\_\_

For value received the undersigned does hereby sell, assign, and transfer unto First National Bank, Gilmer, Texas the annexed lease dated March 20, 1973

made by the undersigned to Upshur County Precinct #4  
(Lessor's Name) (Address)

of Model Grader and Trailer Machinery, Serial No (s) Grader S/N1003-Trailer S/N B884

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 First 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 First National Bank

\_\_\_\_\_ said money so in default or perform said covenants and conditions so in default.

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

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

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

By *George P. Bane, President*  
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this 20

day of March, 1973, and agrees to make all payments due under

said lease to First Natl Bank at Gilmer, Texas

Upshur County (L S)  
(Lessee's Signature)

By *James M. ...*  
(Signature of Authorized Officer)  
**County Auditor**

VOL. 352 PG. 380  
**The State of Texas,**  
 Comtg of UPSHUR

462  
 Know All Men by These Presents:

That I, Wilma E. Townsend

of the County of Jefferson State of Texas for and in consideration  
 of the sum of

TWO THOUSAND FIVE HUNDRED AND NO/100 (\$2,500.00) ----- DOLLARS

to me in hand paid by

Commissioners' Precinct # 3, Upshur County, Texas, as follows:

Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars, cash in hand paid, receipt of which is hereby acknowledged and confessed,

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

of the County of Upshur State of Texas ~~at the corner~~

THE SURFACE ONLY of all that certain tract or parcel of land situated in Upshur County, Texas, on the H. R. Survey of Seth Hazel and described as follows:

BEGINNING at the NW corner of a 7 4/10 acre tract deeded to R. W. and Park Evans by T. J. Simmons and wife, W. E. Simmons, on the 6th day of May, 1911, and recorded in Upshur County Deed Records, Vol. 60, page 392;

THENCE E with J. H. Mings' South B line 190 6/10 vrs a corner in road;

THENCE S with said road 106 vrs, stake for corner;

THENCE West 190 6/10 vrs to WB line of said 7 4/10 acre tract, stake for corner;

THENCE N 106 vrs to place of beginning, containing 3 4/7 acres of land.

Being the same land described in deed from R. M. Evans, et al, to Mrs. Pearl Lockheart, dated December 13, 1926, and recorded in Vol. 63, page 395, Upshur County Deed Records.

No drilling, in any form or manner, can be done directly on this tract for oil, gas or other minerals. The tract can be pooled with other tracts in the area as a drilling unit for oil, gas or other minerals, with the drill hole to be located on another tract other than this 3 4/7 acre tract.

VOL. 352 PG. 381

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 Commissioners' Precinct # 3, Upshur County, Texas, its successors,

~~best~~ and assigns forever and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Commissioners' Precinct # 3, Upshur County, Texas, its successors

~~best~~ and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof

WITNESS my hand at Gilmer, Texas

this 5 day of February, 1973.

*Wilma E. Townsend*  
WILMA E. TOWNSEND

Witness at request of Grantor.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF UPSHUR

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Wilma E. Townsend 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 the 5 day of Feb A D 19 73.



*[Signature]*  
Notary Public in and for Upshur County Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF

BEFORE ME, the undersigned, a Notary Public 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 she executed the same for the purposes and consideration therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this the 5 day of Feb A D 19

(L S)

*[Signature]*  
Notary Public in and for County, Texas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared , known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this the day of A D 19

(L S)

Notary Public in and for County, Texas

THE STATE OF TEXAS,

COUNTY OF *Upshur*

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 5 day of Feb, A D 19 73 at 9:01 o'clock A. M., and was duly recorded by me on the 6 day of Feb, A D 19 73 @ 4:01 in Vol 352, page 280, of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in Milmer the day and year last above written

(L. S.)

*[Signature]*  
County Clerk  
By *[Signature]*, Deputy

## TREASURER'S QUARTERLY REPORT

BY C. H. Pitman COUNTY TREASURER  
FROM Oct. 1, 1972 TO Dec. 31, 1972 INCLUSIVE

	Balance Last Report	Am't Rec Since Last Report	Disbursements	Transfers In	Transfers Out	BALANCE	
1 General	60,069.54	108,910.46	68,020.73		9,500.00	91,459.27	1
2 Salary	2,876.70	36,894.82	55,015.02	15,500.00		256.50	2
3 R&B	34,642.66	34,613.65	25,969.42		22,000.00	21,286.89	3
4 R&B 1	16,443.89	6,494.84	22,469.11	4,000.00		4,469.62	4
5 R&B 2	21,939.40	5,647.84	21,268.65	4,000.00		10,318.59	5
6 R&B 3	13,718.28	7,695.65	14,434.18	4,000.00		10,979.75	6
7 R&B 4	8,717.00	5,408.96	17,597.02	4,000.00		528.94	7
8 Perm Imp	289.99					289.99	8
9 Perm School	12,740.12	16,389.23	2,240.00			26,889.35	9
10 Social Sec	2,016.65	14,305.20	7,754.46			8,567.39	10
11 Jury	5,732.58	5,780.55	2,377.35			9,135.78	11
12 R&B 3A Int & Skg	14,045.64	37.55				14,083.19	12
13 R&B 3B Avail Upshur Co. Immunization	145.56					145.56	13
14 Road Dist 1-C Avail	333.52					333.52	14
15 Road Dist 1-C Int & Skg Upshur Co. Revenue Sharing	93,226.00					93,226.00	15
16 Upshur Law Library	466.38	310.00				776.38	16
17 R. O. W.	10,859.00	405.68				11,264.68	17
18 Crim. Justice Planning	1,287.50	1,515.00	1,287.50			1,515.00	18
19 M.U.W. Co. Prob.	2,365.59	10,087.32	8,480.23			3,972.68	19
20	301,916.00	254,496.75	246,913.67	31,500.00	31,500.00	309,499.08	20

### LIST OF BONDS AND OTHER SECURITIES ON HAND PERMANENT SCHOOL FUND

9 City of Killeen	\$ 9,000.00	15 Central Hq's. I.S.D. Sch. Bldg.	\$15,000.00
7 West Sabine I.S.D.	7,000.00	34 Upshur Co. R.O.W. Warrents	34,000.00
8 Angelina Co. Hospital	8,000.00	2 Newton I.S.D. Sch. Bldg.	2,000.00
6 Upshur Co. Rd. Dist. 3A	6,000.00	8 Bowie Co. Com. Sch. Bldg.	8,000.00
5 Leander I.S.D.	5,000.00	Certificates of Deposits	44,200.00
6 Ore City I.S.D.	6,000.00		
6 Huntington R.H.S. Bldg.	6,000.00		
10 Liberty Evlau H. S. Bldg.	10,000.00		
8 Livingston I.S.D. Sch. Bldg.	8,000.00		
		<b>TOTAL ALL BONDS</b>	<b>\$175,200.00</b>

Commissioner's Min. 15

657

UPSHUR COUNTY  
TREASURER'S  
QUARTERLY REPORT

Covering Period

From Oct 1, 1972

TO Dec 31, 1972

FILED  
C W LOYD  
CLERK OF COUNTY

19 73 AM 10:57

Date Filed

C. W. Loyd  
County Treasurer Upshur County

THE STATE OF TEXAS )  
COUNTY OF UPSHUR )

BEFORE ME, the undersigned authority, on this day personally appeared C. H. Pittman, 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. H. Pittman County Treasurer

SWORN TO AND SUBSCRIBED before me, this 19 day of Jan, 1973

C. W. Loyd Clerk  
County Court, Upshur County, Texas

BEFORE ME C. W. Loyd County Clerk Upshur County Texas on this day personally appeared L. G. McHenry County Judge, Offie Nelder Commissioner, Precinct No 1 Centrell Loyd Commissioner, Precinct No 2 Charles L. Still Commissioner, Precinct No 3 and Neal McConry 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. McHenry  
County Judge

Offie Nelder  
Commissioner Precinct No. 1

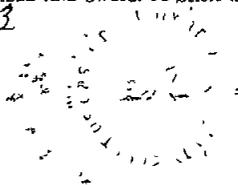
Centrell Loyd  
Commissioner, Precinct No. 2

Charles L. Still  
Commissioner, Precinct No 3

Neal McConry  
Commissioner Precinct No

SUBSCRIBED AND SWORN TO Before me, this 19 day of January  
A D 1973

C. W. Loyd  
County Clerk Upshur County Texas



February, 1973

<u>CHECK NO.</u>	<u>RECEIVER</u>	<u>FOR</u>	<u>\$AMOUNT</u>
0763	James Buchanan	Wolf bounty	5.00
0764	Texas Bus Lines	Tickets-John Sealey Hosp.-G. L. Hagler	54.00
0765	Upshur REA	Service	5.50
0766	Doug Medlin	14 Wolf bounties	70.00
0767	Tommie Newsome	Wolf bounty	5.00
0768	Robert Hill	Wolf bounty	5.00
0769	Ola Mae Fuller	Bus ticket to John Sealey Hosp.	27.70
0770	Mrs. Betty Varner	Bus ticket to John Sealey Hosp.	27.70
0771	General Telephone Co.	Tel Service	651.31
0772	R. J. Echstrom	Wolf bounty	5.00
0773	Longview Blind & Screen Co	Blinds	511.20
0774	L. H. Crabtree	4 Wolf bounties	20.00
0775	Texas Co & Dist Retirement System	Retirement	344.00
0776	New England Mutual Life Ins. Co.	Insurance	492.44
0777	Southwestern Elec Power Co	Service	297.90
0778	American General Life Ins	Insurance	43.36
0779	First Nat'l Bank	W H tax	284.80
0780	Clyde Shelton	Wolf bounty	5.00
0781	John Peoples	Wolf bounty	5.00
0782	Morris Shrum	Wolf bounties	25.00
0783	O W Loyd	Exp to Convention	125.00
0784	Leo Williams	Exp to Convention	125.00
0785	Kidlar & Chambers	Supplies	38.20
0786	Construction Supply	Supplies	1.00
0787	Gilmer Mirror	Supplies	438.28
0788	Revenue Sharing Advisory Services Inc	Supplies	25.00
0789	Billy D. Davis	DPS janitor	20.00
0790	Wilson Distributing Co.	Janitor supplies	39.10
0791	Clerk of Criminal Court- Dade County	# 71-651	2.00
0792	Diamond Shamrock Corp.	Gasoline	19.84
0793	Atlantic- Richfield Co.	Gasoline	3.00
0794	Exxon Company	Gasoline	87.49
0795	East Texas Council of Governments	Dues	1,259.00
0796	Thomas Book Co	Books-library	13.65
0797	Electronic Business Ma- chines Inc.	Paper-library	36.38
0798	Gaylord Bros. Inc.	Supplies-library	29.71
0799	Doubleday & Co. Inc.	Library	36.36
0800	Skelly Oil Co.	Gasoline	4.80
0801	Gulf Oil Corp.	Gasoline	3.98
0802	American Petrofina	Gasoline	55.67
0803	Baker & Taylor Co.	Library	376.16
0804	Charles Scribner's Sons	Library	28.55
0805	M & T office machines	Repairs & supplies	23.00
0806	Underwood Ins. agency	Official bond premium	827.10
0807	Steck-Warlick Co.	Supplies	52.33
0808	International Extermina- tor Corp.	Service	14.00
0809	Longview Typewriter Ex- change	Supplies	13.15
0810	Story-Wright Inc.	Supplies	54.30
0811	Texas Association Counties	Dues	100.00
0812	M & T office machines	supplies	22.08
0813	F & M National Bank	Supplies	43.55
0814	Fennells Auto Supply	Filter	1.50
0815	Frank Calvert Sales & Service	Service	6.50
0816	Lowell C. Holt	Case # 8019-8079	150.00
0817	East Texas Chemical Co.	Janitor supplies	89.60
0818	Walraven	Supplies	180.95
0819	B. & L. Supply Co.	Janitor supplies	48.60
0820	City of Gilmer	Water & sewer	640.25
0821	Pitney-Bowes	Rental	51.00
0822	Texaco Inc.	Gasoline	47.94

0823	Mobil Oil Corp	Gasoline	51.91
0824	Gulf Oil Corporation	Gasoline	46.43
0825	Sargent-Sowell, Inc.	Sheriffs expense	66.15
0826	Hill Printing & Stationery Co.	Supplies	7.70
0827	Nobles Refrigeration & Air Condition	Courthouse repairs	117.50
0828	Turners Super Services	Janitor supplies	2.40
0829	A. J. Blundell	5 Wolf bounties	25.00
0830	J. B. Wallace	Wolf bounty	5.00
0831	Floyd Hammond	Wolf bounty	5.00
0832	W. D. Holloway	Wolf bounties	50.00
0833	Southwestern Elec. Power Co	Electric service-library	41.17
0834	Bruce Morris	Expense to Austin	101.45
0835	Ark-La Gas Co.	Service	422.48
0836	Jerry Cannon	Wolf bounty	5.00
0837	Bruce Morris	Salary	530.81
0838	Ramah Hudson	Salary	381.48
0839	Annie Belle Collier	Salary	269.02
0840	Edward L. Davis	Salary	144.75
0841	Edward L. Davis	Travel	100.00
0842	Mozelle Duncan	Salary	103.56
0843	Bessie Faye Hill	Salary	235.32
0844	Clara Bennett	Travel	75.00
0845	Alva Cleo Snow	Salary	187.15
0846	Georgia May Sayles	Salary	100.74
0847	Void	Void	201.81
0848	Void	Void	189.40
0849	Charlie Willis	Salary	241.02
0850	Willie S. Thompson	Salary	125.00
0851	Willie S. Thompson	Travel	75.00
0852	Upshur Co. Health Unit	Office Expense	20.00
0853	Charles R. McKinney	Travel	75.00
0854	Thomas E. Marshall	Salary	335.86
0855	Thomas E. Marshall	Travel	50.00
0856	Ore City Fire Dept.	Fire Prevention	25.00
0857	Ewell Service Club, Inc.	Fire Prevention	25.00
0858	City of Big Sandy	Fire Prevention	25.00
0859	City of Gilmer	Fire Prevention	200.00
0860	S. E. Morgan	Radio Contract	15.00
0861	Rex Varner	Hauling Commodities	200.00
0863	Perry J. Higginbotham	Salary	229.62
0864	Lonnie Nix	Salary	221.41
0865	Evelyn Simpson	Salary	164.05
0866	E. S. Simpson	Travel	100.00
0867	W. C. Jones	Travel	40.00
0868	John Henry	Salary	173.25
0869	John Henry	Travel	75.00
0870	Upshur County Library	Extra help & janitor	110.00
0871	Mrs. George Helms	Pauper	10.00
0872	Cub Cooper	Pauper	10.00
0873	Jessie Dean Hall	Pauper	10.00
0874	Eugene Bolton	Pauper	10.00
0875	Alex Strickland	Pauper	10.00
0876	Jo ann Armstrong	Pauper	10.00
0877	Buford O. Hubbard	Pauper	10.00
0878	Ozelle Walton	Pauper	10.00
0879	Sam Henry Ford	Pauper	10.00
0880	Charlie Hugh Melton	Pauper	10.00
0881	Ethel Ross Daniels-	Pauper	10.00
0882	Hulene Moore -	Pauper	10.00
0883	Willie Mae Lane	Pauper	10.00
0884	M. B. McWilliams	Wolf bounty	5.00
0885	Doug Medlin	Wolf bounties (3)	15.00

0886	Tandy Tannin	Labor	40.00
0887	Estelle Davis	Labor	200.00
0888	Tim Marshall	Labor	20.00
0889	Buck Wright	Labor	50.00
0890	Ruby Starks	Labor	40.00
0891	Sue Smith	Vocational School	54.00

          
*Eppie Nabels*  
          
*Carroll Loyd*  
          
*Charles L. Still*  
          
*Ned Zering*



<u>CHECK NO.</u>	<u>MUW</u>	<u>RECEIVER</u>	<u>FOR</u>	<u>\$AMOUNT</u>
369	MUW	John Johnson	Extra mileage	98.23
370	MUW	Wilfred Parker	Excess mileage	62.50
371	Jury	Texas Co & Dist Retirement System	Retirement	33.70
372	Jury	England (New) Mutual Life Ins. Co,	Insurance	44.76
373	MUW	Texas Co & Dist Retirement System	Retirement	175.00
374	MUW	New England Mutual Life Ins. Co.	Insurance	106.60
375	Jury	First Nat'l Bank	W H tax	44.60
376	MUW	First Nat'l Bank	W H tax	153.40
377	MUW	General Telephone	Service	18.07
378	MUW	General Telephone	Service	95.38
379	MUW	Duplicating Services Co	Supplies	37.95
380	MUW	Gilmer Mirror	Supplies	13.58
381	Jury	Jack G. Scott	Salary	256.12
382	MUW	Wilfred Parker	Salary	516.56
383	MUW	Wilfred Parker	Auto expense	100.00
384	MUW	Robert D. Speights	Salary	462.90
385	MUW	Robert D. Speights	Auto expense	100.00
386	MUW	Myrtle Skinner	Salary	263.99
387	MUW	Congressional Quarterly	Book	3.00

E. P. Noble  
County Clerk  
Charles L. Hill  
Treasurer

February, 1973

<u>CHECK NO.</u>	<u>RECEIVER</u>	<u>FOR</u>	<u>\$AMOUNT</u>
1483	Texas Co & Retirement System	Retirement	317.80
1484	New England Mutual Life Ins. Co.	Insurance	248.56
1485	First Nat'l Bank	W H tax	223.20
1486	George P. Bane, Inc	Parts	275.60
1487	L L Berry	Gravel	94.80
1488	Leland Equipment Co	Winch-hoist PTO on Truck	444.31
1489	Gulf Oil Corp	Fuel	141.21
1490	Modern Tractor Co	Repairs	3.00
1491	Gilmer Saw Co	Chain saw	155.00
1492	Upshur REA	Service	6.25
1493	Farmers & Merchants Nat'l Bank	Lse agrmt	559.34
1494	Allen Bland	Salary	318.65
1495	Allen Bland	Auto expense	100.00
1496	Morris S. Jones	Salary	299.04
1497	Morris S. Jones	Auto expense	100.00
1498	Austin Davis	Void	318.65
1499	Austin Davis	Void	100.00
601	Garland Smith	Void	
602	Garland Smith	Salary	299.04
603	Garland Smith	Auto expense	100.00
604	John D. Willeford	Salary	325.37
605	John D. Willeford	Auto expense	100.00
606	Offie Nobles	Salary	567.00
607	Offie Nobles	Auto expense	100.00
608	Austin Davis	Salary	318.65
609	Austin Davis	Auto expense	100.00

Offie Nobles  
Carroll Boyd  
Charles L. Hill  
Mr. W. W. Curry

February, 1973

VOL. 16 PG. 7

<u>CHECK NO.</u>	<u>RECEIVER</u>	<u>FOR</u>	<u>\$AMOUNT</u>
0012	Texas Co & Dist Retirement System	Retirement	268.80
0013	New England Mutual Life Ins. Co.	Insurance	209.36
0014	First Nat'l Bank	W H tax	210.70
0015	The Gulf Companies	Tank car	400.00
0016	Gulf Oil Corp	Fuel	238.01
0017	Ore City Insurance Agency	Insurance	142.00
0018	F. L. Fluellen	Gravel	27.00
0019	Mrs. O. E. Loyd	Gravel	27.00
0020	Jack Salih	Gravel	30.00
0021	Western Auto Stores	Supplies	8.14
0022	Upshur REA	Service	2.75
0023	Hubert Fluellen	Gravel	9.60
0024	Coker Enterprises	Parts-battery clamps	36.00
0025	Goodyear Service Store	Tire	168.04
0026	Perry Owens	Gravel	9.00
0027	R. E. McClelland	Surveying	40.00
0028	Arnold Hardware	Tools	7.90
0029	Eastex Welding Supply Co	Welding supplies	245.30
0030	Economy Auto Supply	Parts	20.89
0031	Eugene Adams	Salary	309.04
0032	Eugene Adams	Auto expense	100.00
0033	Griffin E. Dye	Salary	328.65
0034	Griffin E. Dye	Auto expense	100.00
0035	Robert J. Stanley	Salary	318.65
0036	Robert J. Stanley	Auto expense	100.00
0037	Oliver Tanner	Salary	328.65
0038	Oliver Tanner	Auto expense	100.00
0039	Cantrell Loyd	Void	584.38
0040	Cantrell Loyd	Auto expense	100.00
0041	Cantrell Loyd	Salary	567.77
0042	Walter F. Hawkins	Salary	287.69
0043	Walter F. Hawkins	Travel	92.86
0044	Jack Salih	Gravel	27.00
0045	Mrs. O. E. Loyd	Gravel	30.00

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*E. J. Miller*

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*Cantrell Loyd*

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*Charles L. Miller*

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*Paul L. Miller*

February, 1973

<u>CHECK NO.</u>	<u>RECEIVER</u>	<u>FOR</u>	<u>\$AMOUNT</u>
730	Wilma E. Townsend	Land Prea #3	2,500.00
731	Tex Co & Dist. Retire. Sys.	Retirement	270.80
732	New England Mutual Life Ins. Co.	Insurance	199.96
733	First Nat'l Bank	W. H. Tax	144.80
734	Goodyear Service Store	Tire Battery	43.10
735	Western Auto Store	Tools	12.22
736	Gilmer Saw Co.	Repair	25.10
737	Merkel Fartherree	Fuel	2.40
738	Calvin E. Langford	Fuel	2.69
739	R. D. Arrington	Gravel	9.60
740	R. B. Cook	Gravel	43.20
741	Gulf Oil Corp	Fuel	371.78
742	Upshur R. F. A	Service	6.25
743	Void	Void	5.00
744	Nash Grocery	Gasoline	5.00
745	Butan Gas & Elec. Co.	Butane	9.14
746	Economy Auto Supply	Parts	26.94
747	Calvin E. Langford	Salary	348.35
748	Calvin E. Langford	Travel Exp.	100.00
749	George Pool	Void	390.00
750	George Pool	Travel Exp.	100.00
0001	Merkel Fartherree	Labor	318.04
0002	Merkel Fartherree	Travel Exp.	100.00
0003	Clester Gage	Labor	308.65
0004	Clester Gage	Auto Exp.	100.00
0005	Charles L. Still	Labor	708.00
0006	Charles L. Still	Auto Exp.	100.00
0007	W. L. Nation	Labor	334.98
0008	W. L. Nation	Auto Exp.	100.00
0009	Arnel Murrell	Labor	81.09
0010	Arnel Murrell	Auto Exp.	23.30
0011	Charles Still	Labor Salary	587.77
0012	George Pool	Salary	315.37
0013	George P. Bane Inc	Machinery	3000.00
0014	Grady Holmes	Tile	286.50
0015	Upshur REA	Service	6.88

E. P. Nichols  
Carroll Kaye  
Charles Still  
Neil M. Bane

## ROAD &amp; BRIDGE FUND #4

February, 1973

VOL. 16 PG. 9

<u>CHECK NO.</u>	<u>RECEIVER</u>	<u>FOR</u>	<u>\$AMOUNT</u>
0047	Tex. Co. & Dist Retirement System	Retirement	270.80
0048	New England Mutual Life Ins. Co.	Insurance	287.76
0049	State Reserve Life Ins Co.	Insurance	16.83
0050	First Nat'l Bank	W H tax	207.40
0051	Arnold Hardware	Tools	18.10
0052	Economy Auto Supply	Parts	37.55
0053	American Petrofina	Road oil	77.53
0054	George P. Bane, Inc.	Parts	597.77
0055	Eastex Welding Supply Co	Materials	67.80
0056	Looney Johnson	Gravel	12.00
0057	Gulf Oil Corp	Fuel	302.50
0058	Herbert L. Young	Battery	22.48
0059	Gilmer Lumber Co.	Materials	17.62
0060	Langley Equipment Co.	Pipe	3.75
0061	Etex Telephone Coop	Service	9.27
0062	Hanks Frame & Wheel Service	Repairs	11.50
0063	Gregg Salvage & Supply	Angle iron	179.20
0064	George T. Glover	Salary	309.04
0065	George T. Glover	Auto expense	100.00
0066	Orville Rutledge	Void	390.00
0067	Orville Rutledge	Salary	315.37
0068	Orville Rutledge	Auto expense	100.00
0069	Ivory G. Johnson	Salary	318.04
0070	Ivory G. Johnson	Travel expense	100.00
0071	James W. Meadows	Labor salary	317.84
0072	James W. Meadows	Auto expense	100.00
0073	Danny R. Phillips	Labor salary	299.04
0074	Danny R. Phillips	Auto expense	100.00
0075	Neal McCurry	Salary	547.77
0076	Neal McCurry	Travel expense	100.00

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*E. J. Noble*


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*Carroll Boyd*


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*Charles L. Still*


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*Neal McCurry*


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VOL. 116 PG. 10

The State of Texas,

County of UPSHUR

} Know All Men by These Presents: 1150

That

We, W.C. Mathis and wife Ruby Mathis

of the County of Upshur State of Texas for and in consideration  
of the sum of \$ 10.00 cash in hand (Ten and 00/100 dollars)

DOLLARS

to us in hand paid by The County of Upshur, State of Texas

Receipt of which is here-by acknowledged

as follows:

A strip of land located in the Wm. King H R Survey at East Mountain,  
about 13 miles S<sup>8</sup>E of Gilmer. Said strip taken out of a 1 ac. tract,  
and 12½ ac. tract, deeded to Carl Mathis, by D.T. Loyd and wife Olga Loyd,  
said deed recorded in the deed records of Upshur County Vol. 170 Page 830.  
said strip dedicated to Upshur County for use a County Road.

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

of the County of Upshur State of Texas all that certain  
Surface rights to the following described land for right of way for a  
County Road, described in more detail as follows:

Beginning: at the S E corner of Carl Mathis 1 Ac. and on R O W of  
Farm Road 1845;

Thence : North along East Boundary line of 1 Ac tract 300 ft.

Thence : North East through said 12½ ac. tract, along North boundary  
line of ½ ac. tracts sold to M.E. Davis, Jerry Hill, and  
Kelly Grant, to North East corner of Grant lot, an iron stake  
for corner, 350 ft.

Thence : 90 ft along East boundary of Grant lot, iron stake for corner,

Thence : 30 ft East to west boundary line of 5 ac. tract sold to

William Blear by Carl Mathis and Wife Ruby Mathis,

and recorded in Vol. 344 P. 93 of deed records of Upshur County, this corner being the same as the South East corner of a strip known as the Blear Road, deeded by William Blear heirs, to County of Upshur, recorded in Vol. 344 P. 93, stated above, for use as a County Road.

Thence : North along west boundary of Blear 5 ac. 123 ft. to an iron stake for a corner,

Thence : West 350 feet, along South border line of three separate  $\frac{1}{2}$  Ac., tracts sold to Ralph Kennedy, Gary Medlin and Tommy Hill, by W.C. Mathis and wife Ruby Mathis, to an iron stake for corner,

Thence: South Westerely 340 feet to R O W, of Farm Road 1845, an iron stake for a corner,

Thence: East 30 feet along F.M. 1845, R O W to place of beginning, said tract containing approximately .51 ( fifty one/100 Ac.)

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 W.C. Mathis and wife Ruby Mathis

heirs and assigns forever and do hereby bind ourselves heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said County of Upshur

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS hand at this day of , 19 .

Witness at request of Grantor:

W.C. Mathis  
Ruby Mathis

\_\_\_\_\_  
\_\_\_\_\_

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }

COUNTY OF Upshur

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

W.C. Mathis

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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,  
this the 9 day of March A D 1972

(L. S.)

Notary Public in and for Upshur County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }

COUNTY OF Upshur

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

Ruby H. Mathis

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 purposes and consideration therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE,  
this the 7 day of March A D 1972

(L. S.)

Notary Public in and for Upshur County, Texas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS, }

COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said

a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,  
this the \_\_\_\_\_ day of \_\_\_\_\_ A D 19 \_\_\_\_\_

(L S)

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

THE STATE OF TEXAS, }

COUNTY OF Upshur

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 9 day of March, A D 1972 at 9:07 o'clock a M., and was duly recorded by me on the 16 day of March, A D. 1972 in Vol. 345, page 372, of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in Gilmer the day and year last above written.

(L. S.)

O W Loyd  
County Clerk Upshur County, Texas

By Bobbe Hankins, Deputy

281

THE STATE OF TEXAS, X  
 COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS:

That we, Mrs. Nettie Bleer, Zola Underwood and husband, G. E. Underwood, Johnnie Bleer, Joan Dale Thorpe and husband, Ernest H. Thorpe, of Upshur County, Texas, Coy Bleer and James Wanda Joyce Woods and husband, Edwin George Woods, Bleer/of Gregg County, Texas, for and in consideration of the sum of Ten & No/100 (\$10.00) Dollars, to us cash in hand paid by the County of Upshur, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said County of Upshur, State of Texas, the surface of the following described land for a right of way for a county road:

FIRST TRACT: Being a strip of land off of the West end of the Frank Blankenship one-acre tract, being 16 feet wide and 50 feet deep, said 16-foot strip running North and South on the West end of a one-acre tract deeded to Frank Blankenship and wife, by Cecil M. Wright and wife, by deed recorded in Volume 192, page 229, Upshur County Deed Records.

SECOND TRACT: Being a 30-foot strip of land taken out of a tract of land described in deed from Carl Mathis to W. R. Bleer, recorded in Volume 205, page 229, Upshur County Deed Records;

THENCE North 630 feet to stake for corner;  
 THENCE West 264 feet to the WBL of the Bleer tract, same being in the EBL of the Carl Mathis tract;  
 THENCE South along said boundary line a distance of 30 feet to stake for corner;  
 THENCE East 250 feet to stake for corner;  
 THENCE South 600 feet to the SBL of the Bleer tract, stake for corner;  
 THENCE East 30 feet to the place of beginning.

IT BEING THE INTENTION of the Grantors herein to open and dedicate the right of way above described for the use and benefit of the public.

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 County of Upshur, its successors and assigns forever; and we do hereby bind ourselves,

our heirs, executors and administrators, to Warrant and Forever  
Defend all and singular the said premises unto the said County  
of Upshur, its successors and assigns, against every person whom-  
soever lawfully claiming, or to claim the same or any part there-  
of.

WITNESS OUR HANDS this 6 day of July, A.D. 1966.

✓ Nellie Faye Bloor

✓ Johnnie William Bloor

✓ James M. Bloor

✓ Wanda Joyce Woods

✓ Edwin George Woods

✓ Coy D. Bloor

✓ Ernest H. Thayer

✓ Joan D. Thayer

✓ W. E. Underwood

✓ W. E. Underwood

✓ Dorothy Waits

✓ Clara W. Waits

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority,

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

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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 6 day of July, A.D. 1966

(L.S.)

[Signature]  
Notary Public, [Signature] County, Texas

My Commission Expires June 1, 1967

MARTIN Stationery Co., Dallas

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Ernest H. Thorpe and Joan Dale Thorpe, 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

Joan Dale Thorpe, wife of the said Ernest H. Thorpe having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Joan Dale Thorpe 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 the 5 day of Sept, A. D. 1966

(L. S.)

[Signature]  
Notary Public in and for [Signature] County, Texas.

845-The Odco Company, Publishers—Dallas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority,

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

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 6 day of Sept, A.D. 1966

(L.S.)

[Signature]  
Notary Public, [Signature] County, Texas

My Commission Expires June 1, 1967

MARTIN Stationery Co., Dallas

JOINT ACKNOWLEDGMENT

THE STATE OF ~~TEXAS~~ <sup>Arkansas</sup>  
COUNTY OF Columbia

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
Edwin George Woods and Wanda Joyce Woods, 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  
Wanda Joyce Woods, wife of the said Edwin George Woods  
having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the  
said Wanda Joyce Woods 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 the 30th day of July A. D. 1966

Alma J. Suberville  
My Comm. Expires 9-16-67 Notary Public in and for Columbia County, Arkansas  
845—The Odco Company, Publishers—Dallas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared Mrs. Nettie Bleer

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 6 day of July, A.D. 1966

(L.S.)  
[Signature]  
Notary Public, Upshur County, Texas  
My Commission Expires June 1, 1966

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
G. E. Underwood and Zola Underwood, 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  
Zola Underwood, wife of the said G. E. Underwood  
having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the  
said Zola Underwood 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 the 11th day of October A. D. 19 66.

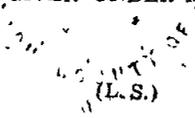
(L. S.)  
[Signature]  
Notary Public in and for Quintana Parish County, Texas.

THE STATE OF TEXAS,  
COUNTY OF Upshur

BEFORE ME, the undersigned, a Notary Public,

....., in and for said County, Texas, on this day personally appeared  
Otis W. Waits ..... and Dorothy Waits .....,  
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  
Dorothy Waits ....., wife of the said Otis W. Waits ....., having been  
examined by me privily and apart from her husband, and having the same fully explained to her, she, the said  
Dorothy Waits ..... 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 29th day of Oct, A. D. 19 67



R. N. Ward  
Notary Public in and for Upshur County,  
Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF .....

BEFORE ME, the undersigned authority,

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

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 8 day of July, A. D. 1964

(L.S.)

Notary Public, Upshur County, Texas

My Commission Expires June 1, 1967

MARTIN Stationery Co., Dallas

THE STATE OF TEXAS,  
County of Upshur.

I, O. W. LOYD, Clerk of the County Court of said county, do hereby certify that the foregoing  
instrument of writing was filed for record in my office on the 24 day of Jan.  
A. D. 197 2 at 9:46 o'clock A M., and duly recorded on the 27 day of Jan.  
A. D. 197 2 at 12:31 o'clock P M., in the Need records of  
said county, in Volume 344 on Page 93.

Witness my hand and seal of the County Court of said County, at office in Gilmer, Texas, the day  
and year above written

O. W. LOYD

Clerk, County Court of Upshur County, Texas

By Bobbie Henderson Deputy

MIRROR 5M70

VOL. 16 PG. 18

R.O. 92579  
B.O.S.  
LONGVIEW

SOUTHWESTERN BELL TELEPHONE COMPANY  
~~P.O. Box 3106~~  
801 EAST MAGRILL  
LONGVIEW, TEXAS

DATE MARCH 5, 1973

THE UPSHUR COUNTY COMMISSIONERS COURT  
P. O. Box ~~3940~~ 39  
GILMER, TEXAS 75644

FORMAL NOTICE IS HEREGY GIVEN THAT SOUTHWESTERN BELL TELEPHONE COMPANY PROPOSES TO PLACE A BURIED CABLE WITHIN THE RIGHT-OF-WAY OF COUNTY ROAD NAME UNKNOWN AS FOLLOWS:

BEGINNING APPROXIMATELY .9 MILE WEST OF  
HIGHWAY 300 ON HIGHWAY 1844 AND BURYING SOUTH  
ALONG NEW COUNTY ROAD FOR A DISTANCE OF 2310'  
AS SHOWN ON ATTACHED PRINT.

THE LOCATION AND DESCRIPTION OF THE PROPOSED CABLE AND APPURTENANCES IS MORE FULLY SHOWN BY THE ATTACHED DRAWING AND PLAT. THE LINE WILL BE CONSTRUCTED AND MAINTAINED ON THE COUNTY RIGHT-OF-WAY AS DIRECTED BY THE COUNTY COMMISSIONERS COURT IN ACCORDANCE WITH CURRENT UPSHUR COUNTY SPECIFICATIONS.

IT IS EXPRESSLY UNDERSTOOD THAT THE UPSHUR COUNTY COMMISSIONERS COURT DOES NOT PURPORT, HEREBY, TO GRANT ANY RIGHT, CLAIM, TITLE, OR EASEMENT IN OR UPON THIS COUNTY ROAD; IT IS FURTHER UNDERSTOOD THAT IN THE FUTURE SHOULD FOR ANY REASON UPSHUR COUNTY NEED TO WORK, IMPROVE, RELOCATE, WIDEN, INCREASE, ADD TO, OR IN ANY MANNER CHANGE THE STRUCTURE OF THIS RIGHT-OF-WAY, THIS CABLE IF AFFECTED, WILL BE MOVED UNDER THE DIRECTION OF THE UPSHUR COUNTY COMMISSIONER AND SHALL BE RELOCATED AT THE COMPLETE EXPENSE OF THE OWNER.

ALL WORK ON THE COUNTY RIGHT-OF-WAY SHALL BE PERFORMED IN ACCORDANCE WITH THE COUNTY COMMISSIONER'S INSTRUCTIONS. THE INSTALLATION SHALL NOT DAMAGE ANY PART OF THE HIGHWAY AND ADEQUATE PROVISIONS MUST BE MADE TO CAUSE MINIMUM INCONVENIENCE TO TRAFFIC AND ADJACENT OWNERS.

WITH YOUR APPROVAL, CONSTRUCTION OF THIS CABLE WILL BEGIN ON OR AFTER THE 26TH DAY OF MARCH, 19 73.

FIRM SOUTHWESTERN BELL TELEPHONE COMPANY

BY Bernie O. Smith

TITLE EXCHANGE ENGINEER

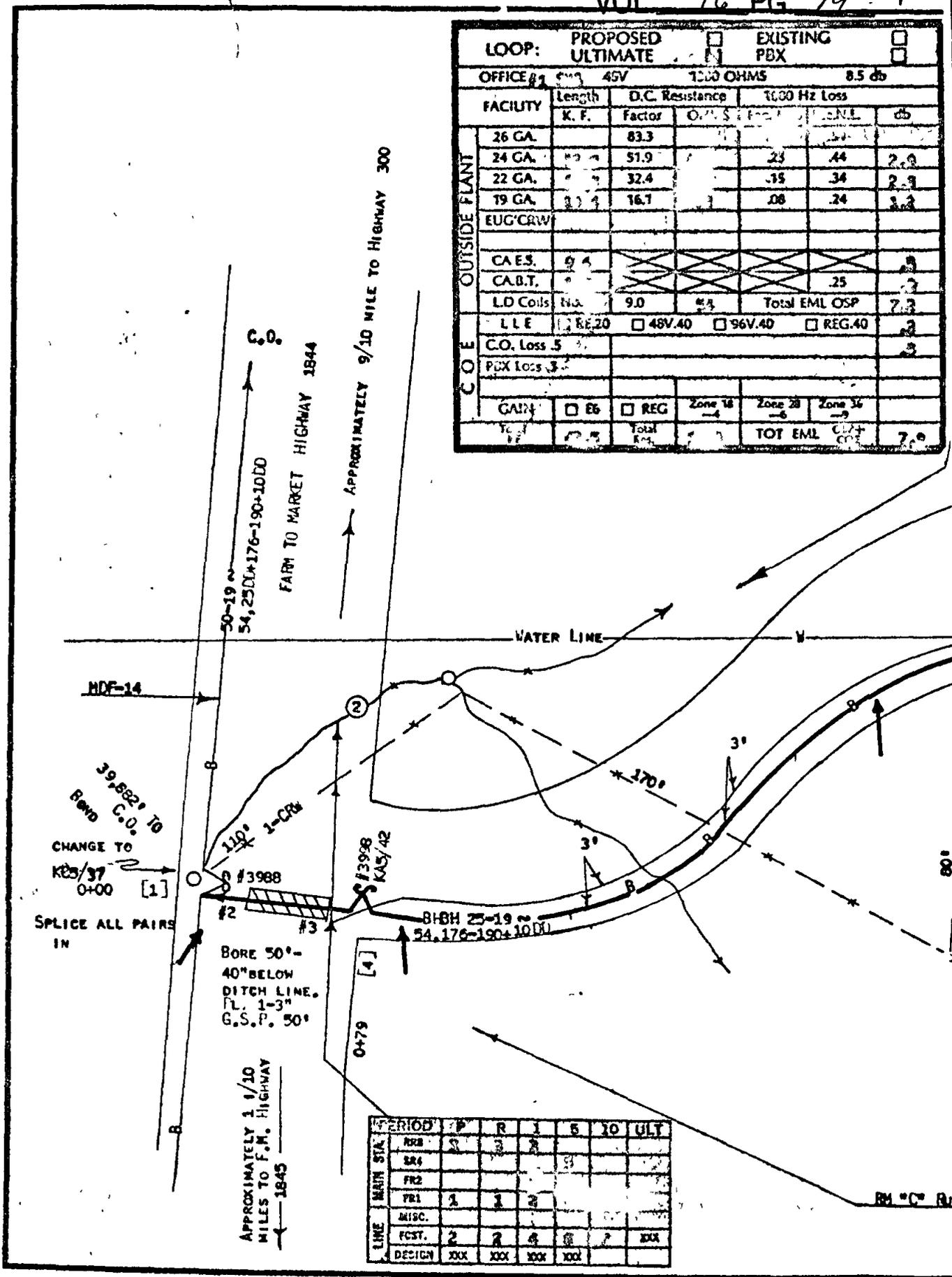
ADDRESS 801 EAST MAGRILL STREET

LONGVIEW, TEXAS 75601

NOTE- THIS FORM TO BE SUBMITTED IN DUPLICATE FOR EACH PROPOSED INSTALLATION.

*approved*  
*L. H. McKinley*  
*County Judge*

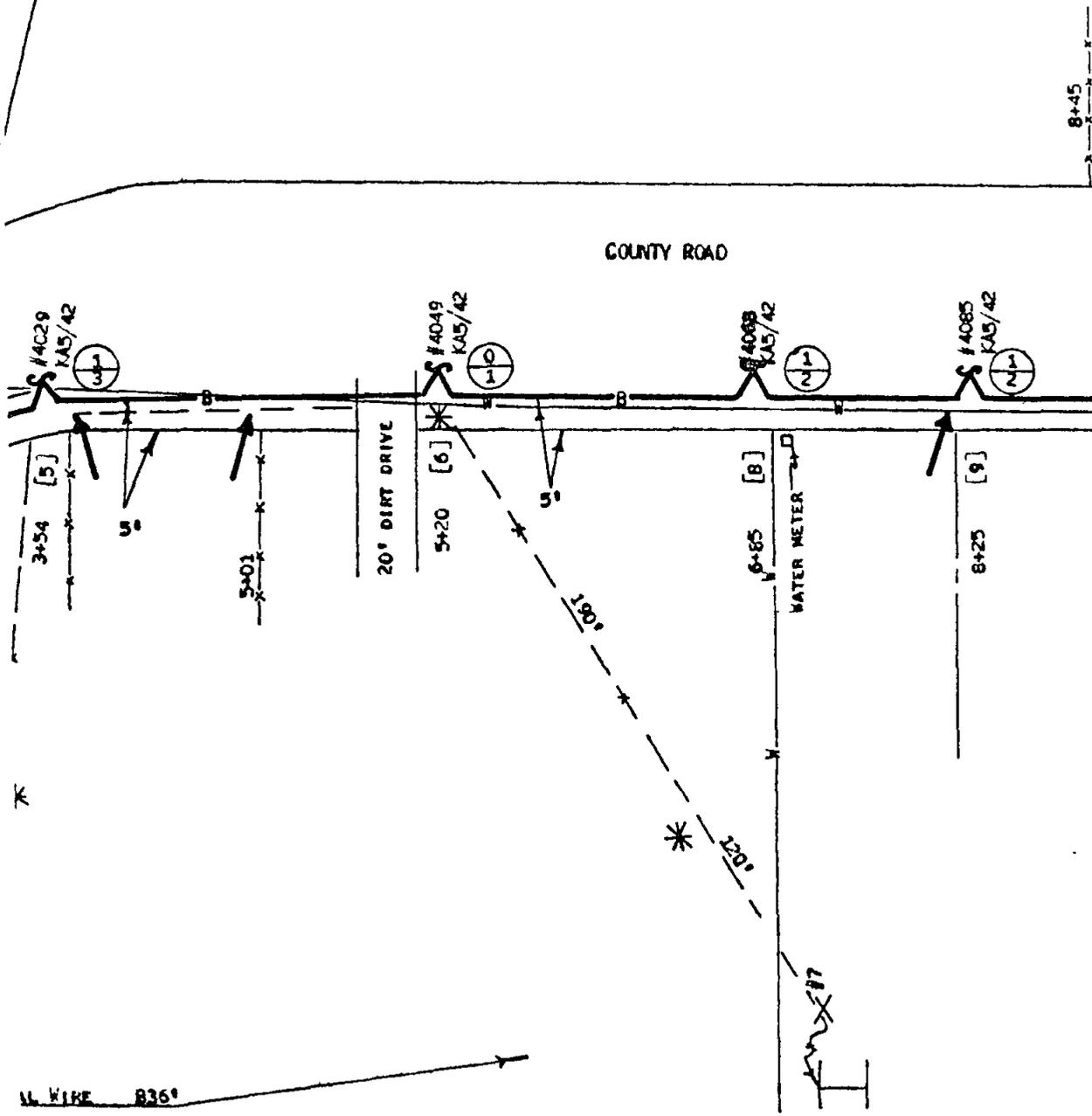
LOOP:	PROPOSED	<input type="checkbox"/>	EXISTING	<input type="checkbox"/>	
	ULTIMATE	<input checked="" type="checkbox"/>	PBX	<input type="checkbox"/>	
OFFICE #	45V	1000 OHMS	8.5 db		
FACILITY	Length	D.C. Resistance		1000 Hz Loss	
	K. F.	Factor	OHMS	dB	dB
26 GA.		83.3			
24 GA.		51.9		25	2.0
22 GA.		32.4		15	2.9
19 GA.		16.7		08	3.3
EUC/CRW					
CAES.	9.4				
CAB.T.				25	
LD Coils	NA	9.0	4.3	Total EML OSP 7.3	
LLE	REG.20	<input type="checkbox"/>	48V.40	<input type="checkbox"/>	96V.40
				<input type="checkbox"/>	REG.40
C.O. Loss					3
PBX Loss					3
GAIN	<input type="checkbox"/>	EG	<input type="checkbox"/>	REG	Zone 18
					Zone 28
					Zone 36
Total		Total		TOT EML	7.0



PERIOD	P	R	I	S	TO	ULT
NRB	3	3	2			
SR4						
FR2						
FR1	1	1	2			
MISC.						
FCST.	2	2	4	8	7	XXX
DESIGN	XXX	XXX	XXX	XXX		

URBAN PL 2630'  
ML 2610' TRENCH

BURY CABLE A MINIMUM OF 30" DEEP AS SHOWN  
CUT & RESTORE ALL SURFACES TO AS GOOD AS FOUND &  
OTHERWISE. USE CAUTION-LOCATION OF ALL OTHER BUR  
UNKNOWN. BOND CLOSURES TO POWER CO. GROUND WHERE  
COMPLY WITH STATE AND COUNTY PERMITS.

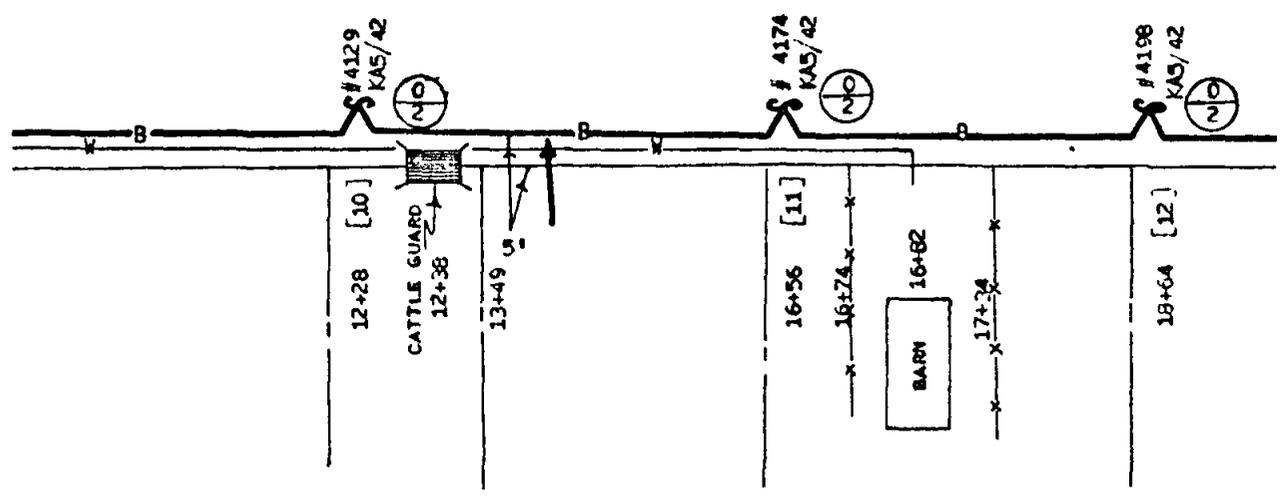
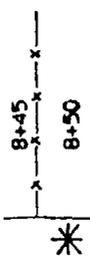


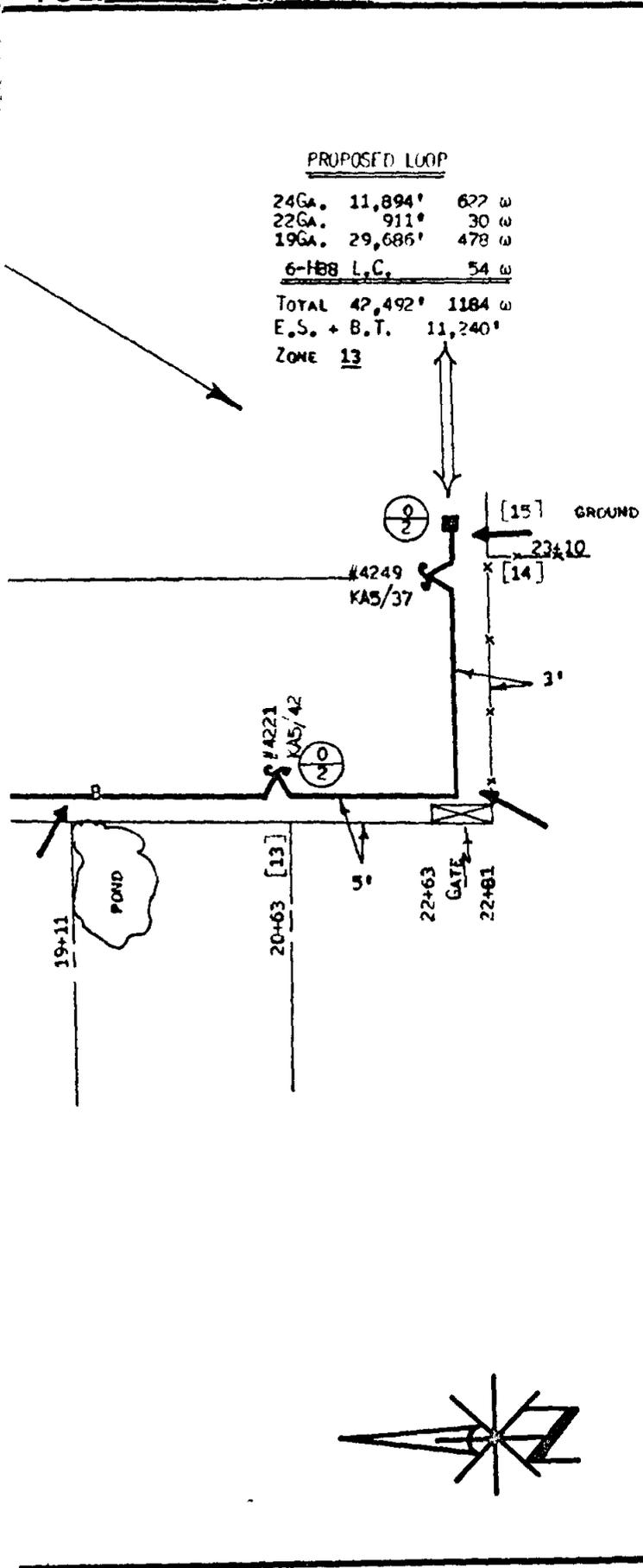
CH. 2330\*

OWN OFF R.O.W.  
ID UNLESS SHOWN  
BURIED UTILITIES  
HERE POSSIBLE.

CAUTION!! 12.5 KV  
SWEPCO  
O-NEW CONTACTS

R.L. HEARLD  
759-5125  
EXISTING BURIED WIRE  
TO THIS HOUSE. ROUTE  
UNKNOWN.





GENERAL NOTES	
<b>SPECIAL ATTENTION</b>	
POWER WIRES INVOLVED	
NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/> 12.5 KV
UNDERGROUND TEL PLANT INVOLVED	
NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
GAS OR WATER LINES INVOLVED	
NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
SPECIAL CIRCUITS INVOLVED	
NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
SW 6203 REQUIRED	
NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
SW 6203 SENT	
HIGHWAY COUNTY RAILROAD APPROVAL REQUIRED	
NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
DATE REC'D OR APP	
ON PREMISE MILEAGE INVOLVED	
NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
TRANSMISSION ULT PROPOSED LOOP	
OFFICE	SUPVN
28 GA _____	KF _____
24 GA _____	KF _____
22 GA _____	KF _____
19 GA _____	KF _____
WIRE _____	KF _____
LOAD COILS _____	
L L EOPT NO _____	YES _____
BRIDGED TAP _____	KF _____
TOTAL _____	KF _____
TRANSMISSION ZONE	
AIR PRESSURE INVOLVED	
NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
CONTRACTOR _____	
RISER _____	
POLE OR CABLE STAKED	
NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> CALL <input checked="" type="checkbox"/>
TELEPHONE NO 788-7314	
B.D. SMITH	
RECON WORK INVOLVED	
NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
SOUTHWESTERN BELL TELEPHONE COMPANY SOUTH DALLAS DIVISION	
JOB # R.O. 92579	
TOTAL PLATS 2	PLAT NO 2
DIST AREA M-3000 LONGVIEW	
C O DIST M-3350 LONGVIEW 759	
TAX DIST UA-003	
ISSUED 3-8-73	DRAWN ND
ENGR R. H. D.	D P S CMA
REVISED	
REC REF RPL 200	SHEET 62

R. O. 9 2 6 5 3  
B D S  
LONGVIEW

SOUTHWESTERN BELL TELEPHONE COMPANY  
801 EAST MAGRILL STREET  
LONGVIEW, TEXAS 75601

VOL. 16 PG. 23

DATE April 4, 1973

THE UPSHUR COUNTY COMMISSIONERS COURT  
P. O. Box 39  
GILMER, TEXAS 75644

FORMAL NOTICE IS HEREBY GIVEN THAT SOUTHWESTERN BELL TELEPHONE COMPANY PROPOSES TO PLACE A buried cable line WITHIN THE RIGHT-OF-WAY OF COUNTY ROAD Seago Lilly AS FOLLOWS:

Bury cable along and under Seago Lilly Road for 195' as shown on attached print.

THE LOCATION AND DESCRIPTION OF THE PROPOSED CABLE AND APPURTENANCES IS MORE FULLY SHOWN BY THE ATTACHED DRAWING AND PLAT. THE LINE WILL BE CONSTRUCTED AND MAINTAINED ON THE COUNTY RIGHT-OF-WAY AS DIRECTED BY THE COUNTY COMMISSIONERS COURT IN ACCORDANCE WITH CURRENT UPSHUR COUNTY SPECIFICATIONS.

IT IS EXPRESSLY UNDERSTOOD THAT THE UPSHUR COUNTY COMMISSIONERS COURT DOES NOT PURPORT, HEREBY, TO GRANT ANY RIGHT, CLAIM, TITLE, OR EASEMENT IN OR UPON THIS COUNTY ROAD; IT IS FURTHER UNDERSTOOD THAT IN THE FUTURE SHOULD FOR ANY REASON UPSHUR COUNTY NEED TO WORK, IMPROVE, RELOCATE, WIDEN, INCREASE, ADD TO, OR IN ANY MANNER CHANGE THE STRUCTURE OF THIS RIGHT-OF-WAY, THIS CABLE IF AFFECTED, WILL BE MOVED UNDER THE DIRECTION OF THE UPSHUR COUNTY COMMISSIONER AND SHALL BE RELOCATED AT THE COMPLETE EXPENSE OF THE OWNER.

ALL WORK ON THE COUNTY RIGHT-OF-WAY SHALL BE PERFORMED IN ACCORDANCE WITH THE COUNTY COMMISSIONER'S INSTRUCTIONS. THE INSTALLATION SHALL NOT DAMAGE ANY PART OF THE HIGHWAY AND ADEQUATE PROVISIONS MUST BE MADE TO CAUSE MINIMUM INCONVENIENCE TO TRAFFIC AND ADJACENT OWNERS.

WITH YOUR APPROVAL, CONSTRUCTION OF THIS CABLE WILL BEGIN ON OR AFTER THE 20th DAY OF April, 19 73.

FIRM Southwestern Bell Telephone Co.

BY Bennie D. Smith

TITLE Exchange Engineer

ADDRESS 801 East Magrill Street

Longview, Texas 75601

NOTE- THIS FORM TO BE SUBMITTED IN DUPLICATE FOR EACH PROPOSED INSTALLATION.

*Approved*  
*J. B. McKeely*  
*County Judge*

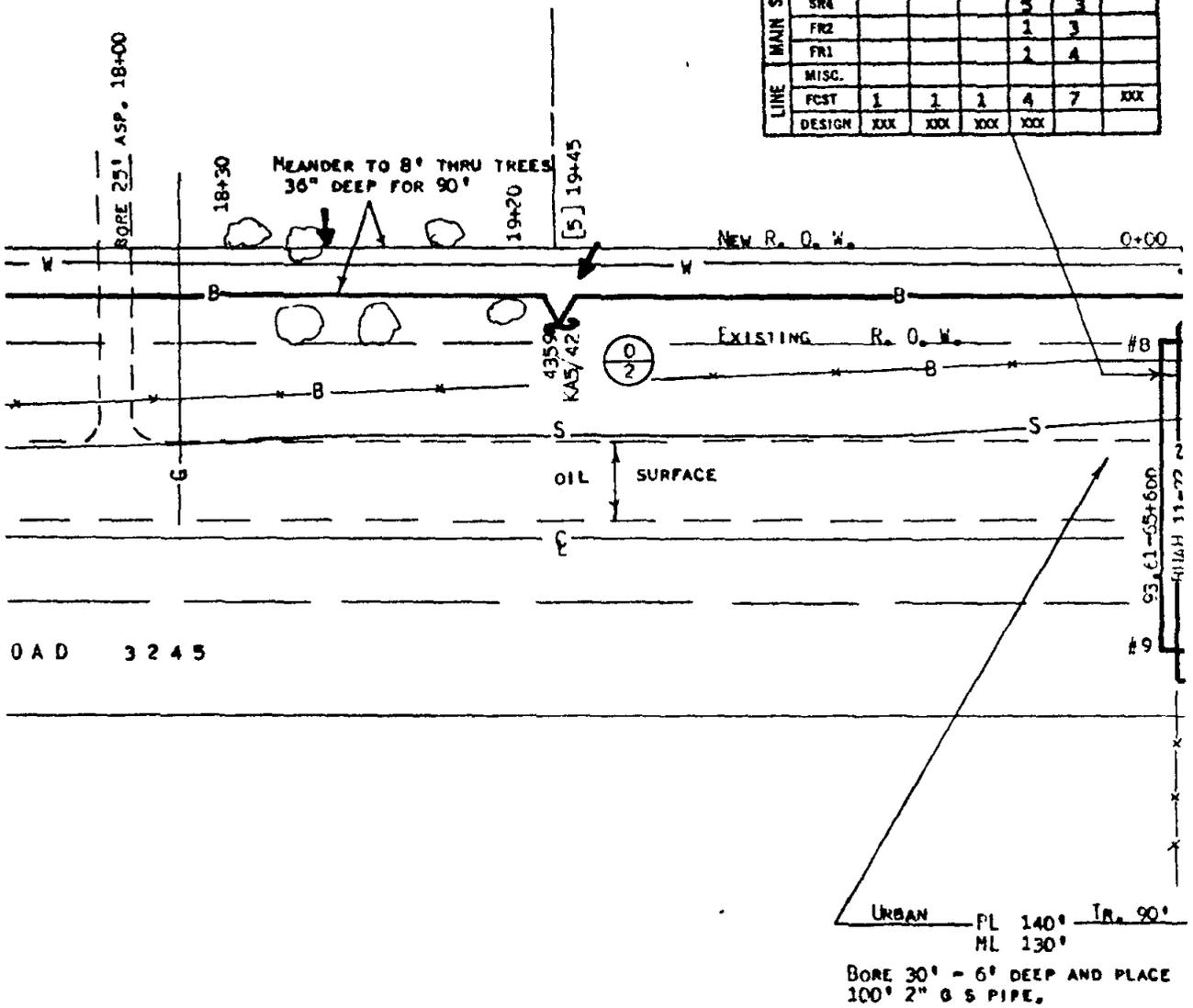


URBAN FL 2760' TRENCH 1230'  
ML 2760'

Rm. 4 CLOSURES  
OF 30" DEEP UNLESS SHOWN OTHERWISE. CUT AND RESTORE ALL SURFACES TO AS GOOD AS FOUND UNLESS SHOWN OT PLACED NEARBY. USE CAUTION!! LOCATION OF ALL PIPELINES UNKNOWN. CONTACT DIANA WATER SUPPLY CORP. F GAS LINES ARE ARKLA GAS. COMPLY WITH STATE & COUNTY PERMITS. SERVICE DEPARTMENT WILL PLACE NEW BURI

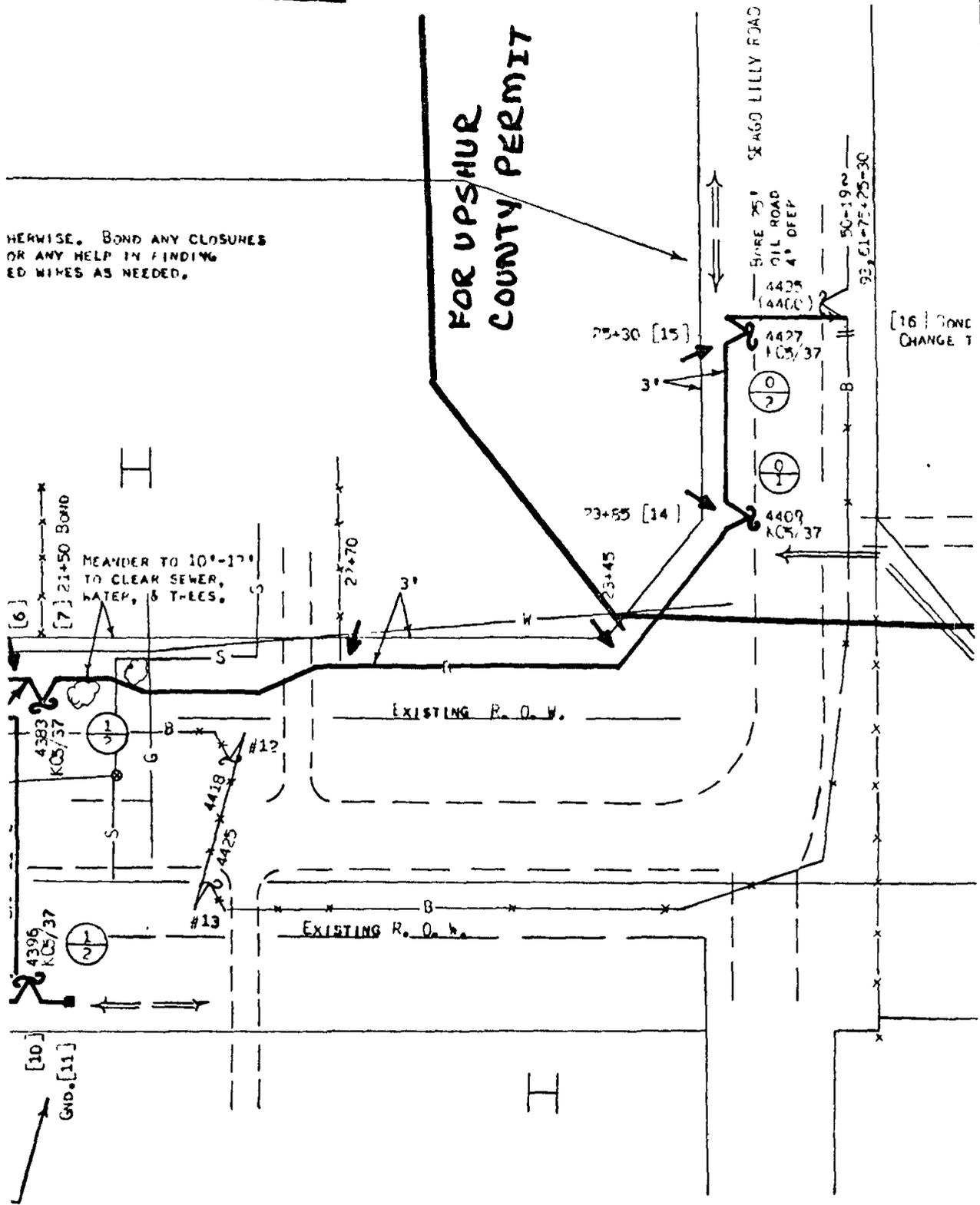
ABANDON 50-19" CABLE (71) - 1325'

PERIOD	P	R	1	5	10	ULT
RRS	1	1	3			
SRA				5	3	
FRZ				1	3	
FRI				1	4	
MISC.						
PCST	1	1	1	4	7	XXX
DESIGN	XXX	XXX	XXX	XXX		

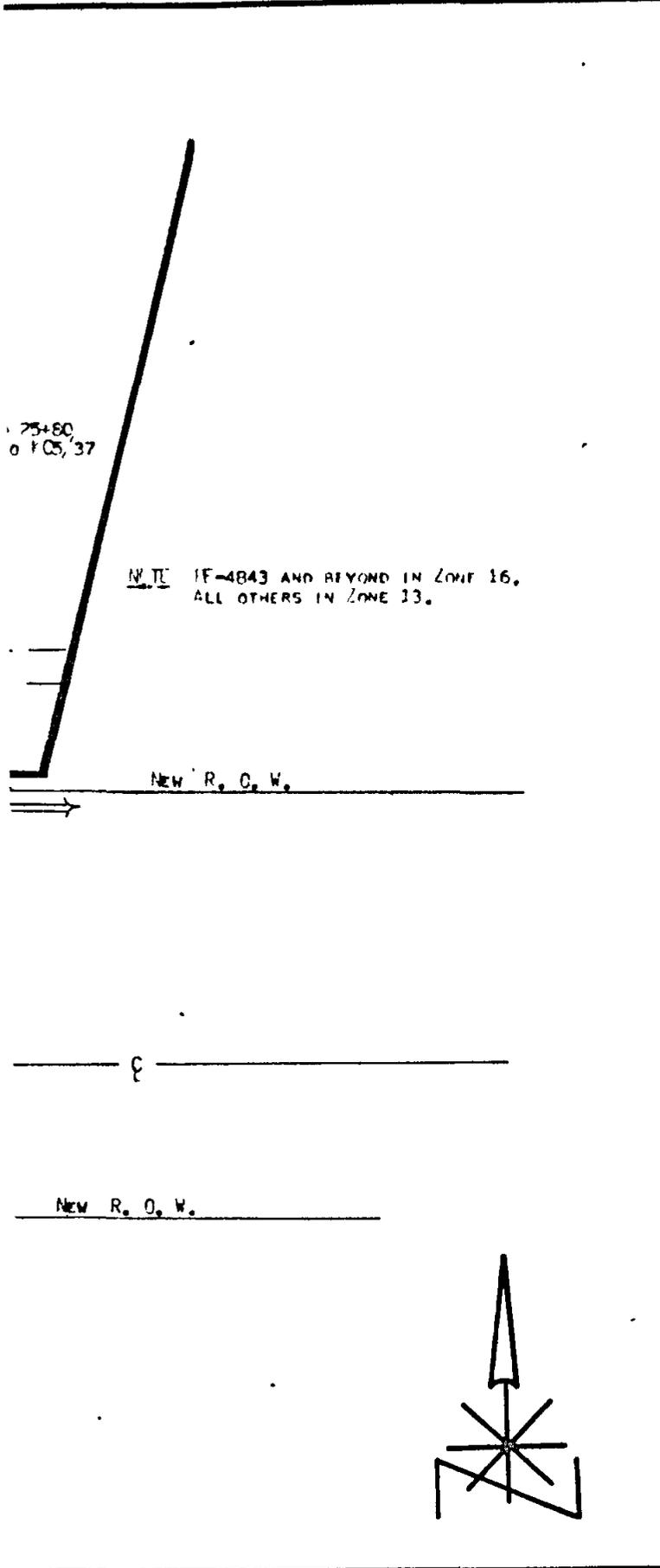


HERWISE, BOND ANY CLOSURES  
OR ANY HELP IN FINDING  
ED WIRES AS NEEDED.

FOR UPSHUR  
COUNTY PERMIT



[16] BOND  
CHANGE T



GENERAL NOTES	
SPECIAL ATTENTION POWER WIRES INVOLVED NO _____ YES <input checked="" type="checkbox"/> 12.5 KV	
UNDERGROUND TEL PLANT INVOLVED NO _____ YES <input checked="" type="checkbox"/>	
GAS OR WATER LINES INVOLVED NO _____ YES <input checked="" type="checkbox"/>	
SPECIAL CIRCUITS INVOLVED NO <input checked="" type="checkbox"/> YES _____ SW 6203 REQUIRED NO <input checked="" type="checkbox"/> YES _____ SW 6203 SENT _____	
HIGHWAY COUNTY <del>RAILROAD</del> APPROVAL REQUIRED NO _____ YES <input checked="" type="checkbox"/> DATE REC'D OR APP _____	
ON PREMISE MILEAGE INVOLVED NO <input checked="" type="checkbox"/> YES _____	
TRANSMISSION ULT. PROPOSED LOOP	
OFFICE	SUPVN
26 GA _____	KF _____
24 GA _____	KF _____
22 GA _____	KF _____
19 GA _____	KF _____
WIRE _____	KF _____
LOAD COILS _____	_____
L. L. EQPT NO _____	YES _____
BRIDGED TAP _____	KF _____
TOTAL _____	KF _____
TRANSMISSION ZONE 13 & 16 NOTE _____	
AIR PRESSURE INVOLVED NO <input checked="" type="checkbox"/> YES _____	
CONTRACTOR _____ RISER _____	
POLE OR CABLE STAKED NO <input checked="" type="checkbox"/> YES _____ CALL <input checked="" type="checkbox"/> TELEPHONE NO 758-7314 B. O. SMITH	
RECON WORK INVOLVED NO _____ YES <input checked="" type="checkbox"/>	
SOUTHWESTERN BELL TELEPHONE COMPANY SOUTH DALLAS DIVISION	
JOB #	R. O. 92653
TOTAL PLATS	3
DIST AREA	M-3000 LONGVIEW
C. O. DIST	M-3350 LONGVIEW 663
TAX DIST	UA-009
ISSUED	DRAWN RMI
ENGR	D. P. E.
REVISED	
REC REF	RPL 100 EST 5597

LEASE AGREEMENT

THIS LEASE, made this the 9th day of April, 1973, between George P. Bane, Inc. of Tyler, Texas, hereinafter known as LESSOR, and Upshur County Precinct 2 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 9th day of April, 1973, witnesseth that:

Whereas, the LESSEE requires the use of the following equipment: One used Rex Pulver Mixer S/N DS47-HR-332

hereinafter referred to as Mixer 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 Mixer

1. Now therefore, the LESSOR in consideration of the payment of none and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Mixer for a minimum period commencing on the date of this LEASE and ending on the following terms:

1. \$3500.00 Oct. 15, 1973	13	19
2. \$3500.00 May 15, 1974	14	20
3. \$3000.00 Oct 15, 1974	15	21
4. 10	16	22
5. 11	17	23
6. 12	18	24

2 The LESSEE acknowledges receipt of above desired Mixer 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 Mixer and the LESSEE shall thereupon deliver said Mixer

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

3 The LESSEE shall have the right to make any reasonable and lawful use of said Mixer 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 Mixer 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 \$10,000.00 to be paid in cash or legally issued County Warrants plus 6% per annum interest on the amount from the date of this LEASE until such purchase price has been paid, from which total amount shall be deducted rentals theretofore paid In the event said option of purchase is exercised, however, all rentals theretofore paid shall be deducted therefrom as of the dates such rental installments were paid In the event the payments are not paid at maturity they shall bear six percent per annum interest until paid.

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

6 It is hereby expressly understood and agreed that the LESSOR shall not in any case, or under any circumstances, be held liable for any loss or damage, or claims for loss or damage, of any kind or character whatsoever, to persons or property, or otherwise, arising from, or in any manner connected with the use or operation of said Mixer 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 Mixer 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 Mixer 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* President

UPSHUR COUNTY PRECINCT 2 LESSEE

By: *R. M. McQuinn* County Judge

ATTEST: *O. W. Loyd* County Clerk

*Eppie Holder* Commissioner, Precinct No 1

*Carroll Boyd* Commissioner, Precinct No 2

*Charles J. Hill* Commissioner, Precinct No 3

*Walter Cury* 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 Geo. P. Bane Inc., as LESSOR, and Upshur County, Texas, as LESSEE, and the same appears of record in Vol. 15, Page, of the COMMISSIONERS' COURT MINUTES of Upshur County, Texas.

Given under my hand and seal of office, this, the 10 day of April, 1973 A. D.

*O. W. Loyd*

County Clerk, Upshur County, Texas

LEASE AGREEMENT

George P. Bane, Inc.  
between  
Upshur County Precinct 2  
and

Assignment of Lease

Date April 9, 1973  
City Tyler  
State Texas

For value received the undersigned does hereby sell, assign, and transfer unto First National Bank, Gilmer, Texas the annexed lease dated April 9, 1973, made by the undersigned to Upshur County Precinct 2, Gilmer, Texas

of Model Rex Mixer Machinery, Serial No.(s) DS47-HR-332 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

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 First National Bank

said money so in default or perform said covenants and conditions so in default.

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

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

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

By [Signature]  
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this 9th day of April, 1973, and agrees to make all payments due under said lease to First National Bank at Gilmer, Texas

UPSHUR COUNTY PRECINCT 2 (L. S.)  
(Lessee's Signature)

By [Signature]  
(Signature of Authorized Officer)



RESULTS OF COUNTY BOARD ELECTION  
April 7, 1973

COUNTY AT LARGE--Dr. J. L. Fenlaw		COMMISSIONER PRECINCT NO. 2--Donald Tucker
HARMONY	66	
GILMER	537	345
ORE CITY	64	70
UNION HILL	195	4
HARMONY	194	
NEW DIANA	55	
UNION GROVE	<u>95</u>	<u>      </u>
TOTAL	1206	419

*Opie Nokes*

Commissioner Precinct No 1

*Carroll Lloyd*

Commissioner Precinct No 2

*Charles L. Hill*

Commissioner Precinct No. 3

*Neal McCurry*

Commissioner Precinct No 4