



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

July 8, 1974

Commissioners Court met in the regular session with all members present.

Motion was made to accept bid from Modern Ford Tractor Company for two 5000 Ford Deisel Tractors and two bush hogs right of way cutters Model 1050. Purchase to be paid for on lease purchase agreement. Tractors purchased for Prect. #1 and Prect.# 3.

Copy of bid and invoices with these minutes.

Motion carried.

Motion made by Charles Still to approve the bills as presented by Wayne Wilson. Motion seconded by Offie Nobles.

Motion carried.

Court will adjourn until 9:00 A.M. Tuesday July 9, 1974.

Offie Nobles  
Castell Boyd  
Charles H. Still  
Neal H. Cooney

VOL. 16 PG. 515

# LEASE AGREEMENT

THIS LEASE, made this the 8 day of July, 1974, between Modern Ford Tractor Co. of Gilmer, Texas, hereinafter known as LESSOR, and Upshur County Prct. #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 8 day of July, 1974 witnesseth that:

Whereas, the LESSEE requires the use of the following equipment:  
one 5000 Ford Diesel Tractor Model E1014C Serial #C415338 and  
one 1050 Bush Hog Cutter  
 hereinafter referred to as Tractor and Cutter 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 Tractor and Cutter

1. Now therefore, the LESSOR in consideration of the payment of one used Ford 3000 Tractor & Cutter and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Tractor and Cutter for a minimum period commencing on the date of this LEASE and ending 12-15-76, on the following terms:

1. 1625.00--May 15, 1975	13.	19.
2. 1625.00--Oct 15, 1975	14.	20.
3. 1625.00--May 15, 1976	15.	21.
4. 1625.00--Oct 15, 1976	16.	22.
5.	17.	23.
6.	18.	24.

2. The LESSEE acknowledges receipt of above desired Tractor & Cutter 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 Tractor and Cutter and the LESSEE shall thereupon deliver said Tractor and Cutter to the LESSOR at Gilmer, 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 Tractor & Cutter 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 Tractor and Cutter 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 \$16500.00 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 Tractor and Cutter 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 Tractor and Cutter 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 Tractor and Cutter 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.

Modern Ford Tractor Co. LESSOR

By [Signature]  
Upshur County Prct. #1 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, 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 Modern Ford Tractor Co., as LESSOR, and Upshur County, Texas, as LESSEE, and the same appears of record in Vol. \_\_\_\_\_, Page \_\_\_\_\_, of the COMMISSIONERS' COURT MINUTES of Upshur County, Texas.

Given under my hand and seal of office, this, the 9 day of July, 1974 A. D.

[Signature]  
 County Clerk, Upshur County, Texas

CLEWIS COUNTY

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LEASE AGREEMENT

between  
and

Assignment of Lease

Date July 8, 1974  
City Gilmer  
State Texas

For value received the undersigned does hereby sell, assign, and transfer unto First National Bank, Gilmer, Texas, the annexed lease dated July 8, 1974,

made by the undersigned to Upshur County Prnt. #1 (Lessor's Name) (Address)  
5000 Ford Diesel Tractor

of Model 1050 Bush Hog Cutter machinery, Serial No. (s) 0415338 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, Gilmer, Texas, 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 \$6500.00 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.

Modern Ford Tractor Co. (L. S.)  
(Lessor's Signature)

By \_\_\_\_\_  
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this 9 day of July, 19 74, and agrees to make all payments due under said lease to First National Bank at Gilmer, Texas

Upshur County (L. S.)  
(Lessee's Signature)  
By [Signature]  
(Signature of Authorized Officer)  
County Auditor

LEASE AGREEMENT

THIS LEASE, made this the 8 day of July, 1974 between Modern Ford Tractor Co. of Gilmer, Texas, hereinafter known as LESSOR, and Upshur County Prc. #3 a quasi municipal corporation of the State of Texas, as LESSEE, acting by and through its COMMISSIONER'S COURT Pursuant to an order duly and regularly passed on the 8 day of July, 1974, witnesseth that:

Whereas, the LESSEE requires the use of the following equipment one Ford 5000 Diesel Tractor Model E 1014C Serial #419421 and one 1050 Brush Hog Cutter hereinafter referred to as Tractor & Cutter 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 Tractor and Cutter

1. Now therefore, the LESSOR in consideration of the payment of -.00 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Tractor & Cutter for a minimum period commencing on the date of this LEASE and ending 12-15-76, on the following terms:

1.2393.75--May 15, 1975	13.	19.
2.2393.75--Oct 15, 1975	14.	20.
3.2393.75--May 15, 1976	15.	21.
4.2393.75--Oct 15, 1976	16.	22.
5.	17.	23.
6.	18.	24.

2 The LESSEE acknowledges receipt of above desired Tractor & Cutter 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 Tractor and Cutter and the LESSEE shall thereupon deliver said Tractor and Cutter to the LESSOR at Gilmer, 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 Tractor & Cutter 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 Tractor and Cutter 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 \$9575.00 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 Tractor and Cutter 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 Tractor and Cutter 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 Tractor and Cutter 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.

Modern Ford Tractor Co. LESSOR

By [Signature]

Upshur County Prc. #3 LESSEE

By [Signature]

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, 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 Modern Ford Tractor Co., as LESSOR, and Upshur County, Texas, as LESSEE, and the same appears of record in Vol. 16, Page 517, of the COMMISSIONERS' COURT MINUTES of Upshur County, Texas.

Given under my hand and seal of office, this, the 11 day of July, 1974 A. D.

[Signature]  
County Clerk, Upshur County, Texas

FILED  
CLERK OF DISTRICT COURT  
UPSHUR COUNTY

74 JUL 12 AM 8:20

LEASE AGREEMENT

between

and

### Assignment of Lease

Date July 8, 1974

City Gilmer

State Texas

For value received the undersigned does hereby sell, assign, and transfer unto First National Bank, Gilmer, Texas, the annexed lease dated July 8, 1974,

made by the undersigned to Upshur County Prct. #3 (Lessor's Name) (Address)

5000 Ford Diesel Tractor  
of Model 1050 Bush Hog Cutter Machinery, Serial No (s) 419421 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, Gilmer, Texas, 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 9575.00 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.

Modern Ford Tractor Co. (L. S.)  
(Lessor's Signature)

By \_\_\_\_\_  
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this 9 day of July, 19 74, and agrees to make all payments due under said lease to First National Bank at Gilmer, Texas

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

By [Signature]  
(Signature of Authorized Officer)  
County Auditor



**UPSHUR COUNTY COMMISSIONERS COURT**

GILMER, TEXAS

July 8, 1974

Commissioners Court met in regular session with all members present. Besco Construction Company presented Estimate #5 for work on Courthouse and Jail remodeling in amount of \$51,064.00, estimate approved by architect. Motion made and seconded to pay estimate #5 out of Federal Revenue Sharing Funds. Motion Carried.

E. P. Miller

Carroll Taylor

Frank J. Hill

and many more



VOL. 16 PG. 520

**UPSHUR COUNTY COMMISSIONERS COURT**  
GILMER, TEXAS

July 9, 1974-- Commissioners Court Session--

Motion made by Offie Nobles and seconded by  
Cantrell Loyd that salary of Ronel Tower be left  
at \$509.00 per month. Motion carried.

Edward Davis

E. Offie Nobles

Cantrell Loyd

Charles Still

Neal McCaughey

CLERK

74 JUL 11 AM 2:35