



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

July 7, 1975

The Commissioners Court met for a Special Meeting on July 7, 1975 with all member present. Offie Nobles, J. W. Meadows, Charles Still and Floyd Drennan. Judge Everett Dean Prisided.

Charles Still madea motion to pay the bills and the second was made by Floyd Drennan. All members voted for the motion.

Bruce Morris Upshur County Auditor, met with the Court to ask permission to meet with the Retirement Board in Austin Texas. A Motion was made by Offie Nobles to give Mr. Morris permission to make the Trip and a second was made by J. W. Meadows, A vote was held and motion carried.

Offie Nobles made motion and a second by J. W. Meadows to adjourn. Motion carried, meeting adjourned.

Everett Dean
Offie Nobles
J. W. Meadows
C. L. Still
Floyd Drennan



VOL. 17 PG. 40

UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

July 14, 1975

The Commissioners Court of Upshur County met in regular session with all members present. Estimate number 15 of Besco Construction Company for Courthouse Renovation was presented for payment. Payment was approved in amount of \$57640.00. Payment to be made by payment of \$49640.00 from Federal Revenue Sharing Funds and \$8000.00 in certificates of obligation.

Ernest Dean
E. L. Miller
J. W. Meadows
C. L. Still
Frank Drennon

Owners Copy

LELAND A. GUINN ARCHITECT
MEMBER OF THE AMERICAN INSTITUTE OF ARCHITECTS
POST OFFICE BOX 149 LONGVIEW, TEXAS

VOL. 17 PG. 41

CERTIFICATE OF PAYMENT

Certificate No. 15

Date Issued June 16, 1975

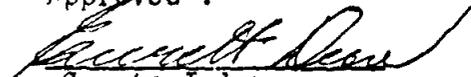
THIS IS TO CERTIFY that, in accordance with the terms of a Contract executed the eleventh day of February, 1974, by and between _____

Besco Construction Company & Associates Contractor and
Upshur County, Texas Owner, for
Remodelling of Upshur County Court House, Gilmer, Texas

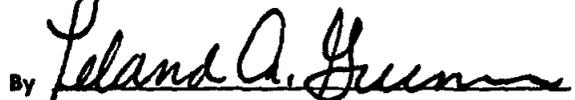
there will be due and payable from the Owner to the Contractor, upon the Sixteenth day of June, 1975, the sum of Fifty Seven Thousand Six hundred Forty and no/100 ----- Dollars (\$ 57,640.00)

Original Contract Amount	\$587,217.00	
Total Additions	-0-	
Total Deductions	820.00	
Contract to Date		\$ 586,397.00
Previous Certificates Issued		527,757.00
This Certificate		57,640.00
Total Certificates to Date		<u>585,397.00</u>
Contract Balance		\$ 1,000.00

Approved :


County Judge

Leland A. Guinn, A.I.A., Architect

By 

The Contractor, having examined the above finds it correct and acknowledges receipt, upon the _____ day of _____, 19____, of the above amount Certified.

Contractor

This certificate is not negotiable. It is payable only to the payee named in it. Its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. This payment shall not be considered an acceptance of any work of materials by the Architect.

LELAND A. GUINN ARCHITECT
 MEMBER OF THE AMERICAN INSTITUTE OF ARCHITECTS
 POST OFFICE BOX 149 LONGVIEW, TEXAS

CERTIFICATE OF PAYMENT

Certificate No. 15Date Issued June 16, 1975

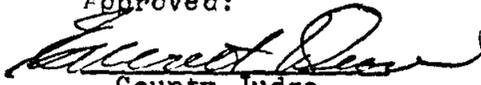
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Remodelling of Upshur County Court House, Gilmer, Texas

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MINUTES PERTAINING TO PASSAGE OF AN ORDER
APPROVING CERTIFICATE OF PAYMENT AND ESTIMATE
WITH RESPECT TO REMODELING UPSHUR COUNTY
COURTHOUSE AND AUTHORIZING PAYMENT OF THE
AMOUNT DUE

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

ON THIS, the 14 day of July, 1975, the Commissioners' Court of Upshur County, Texas, convened in Regular session at the regular meeting place thereof in the Courthouse at Gilmer, Texas, the meeting being open to the public and notice of said meeting having been given as prescribed by Article 6252-17, Section 3A, V.A.T.C.S., there being present and in attendance the following members of the Court, to wit:

EVERETT DEAN	COUNTY JUDGE, Presiding; and
OFFIE NOBLES	COMMISSIONER, Precinct No. 1
J. W. MEADOWS	COMMISSIONER, Precinct No. 2
CHARLES STILL	COMMISSIONER, Precinct No. 3
FLOYD DRENNAN	COMMISSIONER, Precinct No. 4

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

The County Judge submitted the following order to the Court:

"AN ORDER by the Commissioners' Court of Upshur County, Texas, approving Certificate of Payment and estimate with respect to a contract by and between Upshur County and Besco Construction Company & Associates for remodeling of the Upshur County Courthouse; and authorizing payment of the amount due,"

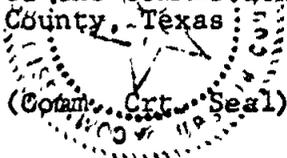
The order having been read in full, it was moved by Commissioner Nobles and seconded by Commissioner Still that the same be adopted. Thereupon, the question being called for, the following members of the Court voted "AYE": County Judge Dean and Commissioners Nobles, Meadows, Still and Drennan, and none voted "NO."

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

Everett Dean
County Judge, Upshur County,
Texas

ATTEST:

Charles Still
County Clerk and Ex Officio Clerk
of the Commissioners' Court of Upshur
County, Texas



VOL. 17 PG. 44

AN ORDER by the Commissioners' Court of Upshur County, Texas, approving Certificate of Payment and estimate with respect to a contract by and between Upshur County and Besco Construction Company & Associates for remodeling of the Upshur County Courthouse; and authorizing payment of the amount due.

WHEREAS, by order heretofore duly passed and adopted on the 15th day of February, 1974, this Commissioners' Court authorized the execution of a contract with Besco Construction Company & Associates for the remodeling of the Upshur County Courthouse; and

WHEREAS, under the original contract, as amended by Change Order No. 1, the County is obligated to pay to the Contractor as work is done and performed the sum of \$586,397, of which amount up to \$400,000 is to be paid through the issuance of Certificates of Obligation authorized by the aforesaid order on the 15th day of February, 1974, and the balance of which shall be paid in cash out of current funds of the County which are legally available for the purpose; and

WHEREAS, all work to be performed under and pursuant to said contract has now been substantially completed (as shown by a Certificate of Substantial Completion executed by the County's architect), and said Contractor has submitted to this Commissioners' Court a request for the release and payment of a portion of the amount retained by the County at the time prior payments were made to said Contractor, such request and Certificate of Substantial Completion being as follows:

LELAND A. GUINN ARCHITECT
MEMBER OF THE AMERICAN INSTITUTE OF ARCHITECTS
POST OFFICE BOX 149 LONGVIEW, TEXAS

CERTIFICATE OF PAYMENT

Certificate No. 15

Date issued June 16, 1975

THIS IS TO CERTIFY that, in accordance with the terms of a Contract executed the eleventh day of February, 1974, by and between _____
Besco Construction Company & Associates Contractor and
Upshur County, Texas Owner, for
Remodelling of Upshur County Court House, Gilmer, Texas

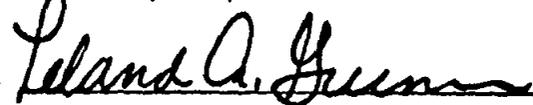
there will be due and payable from the Owner to the Contractor, upon the Sixteenth day of June, 1975, the sum of Fifty Seven Thousand Six hundred Forty and no/100 ----- Dollars (\$ 57,640.00)

Original Contract Amount	\$587,217.00	
Total Additions	-0-	
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This Certificate		57,640.00
Total Certificates to Date		<u>585,397.00</u>
Contract Balance		\$ 1,000.00

APPROVED:


Upshur County Judge

Leland A. Guinn, A.I.A., Architect

By 

The Contractor, having examined the above finds it correct and acknowledges receipt, upon the _____ day of _____, 19____, of the above amount Certified.

Contractor

This certificate is not negotiable. It is payable only to the payee named in it. Its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. This payment shall not be considered an acceptance of any work of materials by the Architect.

VOL. 17 PG. 46

**CERTIFICATE OF
SUBSTANTIAL
COMPLETION**

AIA DOCUMENT G704

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PROJECT: Remodeling of the Upshur
(name, address) County Courthouse
Gilmer, Texas

ARCHITECT: Leland A. Guinn

ARCHITECT'S PROJECT NUMBER: 7212

TO (Owner)

Upshur County
Gilmer, Texas

CONTRACTOR: Besco Construction Co.
CONTRACT FOR: \$586,307.00

CONTRACT DATE: 2/11/74

DATE OF ISSUANCE:

PROJECT OR DESIGNATED AREA SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion is hereby established as **June 16, 1975** which is also the date of commencement of all warranties and guarantees required by the Contract Documents.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect, is appended hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Leland A. Guinn
ARCHITECT

Leland A. Guinn

6-16-75
DATE

The Contractor will complete or correct the Work on the list of items appended hereto within _____ days from the above Date of Substantial Completion

Besco Construction Company
CONTRACTOR

W.D. Bowen
BY

6/13/75
DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) on _____ (date)

Upshur County
OWNER

Ernest Dean
BY

7-14-75
DATE

The responsibilities of the Owner and the Contractor for maintenance, heat, utilities and insurance shall be as follows: (NOTE — Owners and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage)

Owner shall be responsible for maintenance, heat, utilities and insurance after date of substantial completion (see above).

**CONTRACTOR'S
AFFIDAVIT OF
RELEASE OF LIENS**

AIA DOCUMENT G706A

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

VOL. 17 PG. 47

TO (Owner)

Upshur County
Gilmer, Texas

ARCHITECT'S PROJECT NO: 7212

CONTRACT FOR: \$500,397.00

PROJECT: Remodeling of the Upshur County Courthouse
(name, address) Gilmer, Texas

CONTRACT DATE: 2/11/74

State of: Texas
County of: Gregg

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

NONE

SUPPORTING DOCUMENTS ATTACHED HERETO

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR Besco Construction Company

Address P.O. Box 3231
Longview, Texas 75601

BY *W. D. [Signature]*

Subscribed and sworn to before me this
3rd day of June 1975

Notary Public, *Frances [Signature]*

My Commission Expires June, 1977

AND WHEREAS, this Court hereby finds and determines that the contract with Besco Construction Company & Associates for the remodeling of the Upshur County Courthouse has been substantially completed and that said Contractor's request for payment (Certificate of Payment No. 15), in the amount of \$57,640.00 (being a portion of the amount retained by the County at the time prior payments were made to said Contractor) should be approved and payment thereof authorized; now therefore,

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

SECTION 1: That all work having been substantially completed on the contract for the remodeling of Upshur County Courthouse, the contractor's request for payment (Certificate of Payment No. 15) of a portion of the amount heretofore retained by the County is hereby approved and payment thereof is hereby authorized to be made to said Contractor in the following manner:

- (a) ~~\$57,640~~^{8,000} by the issuance and delivery to said Contractor of "Upshur County, Texas, Certificates of Obligation, Series 1974," being certificates numbered 288 through ~~300~~²⁹⁵, each in denomination of \$1,000 and maturing on March 1, 1989; and
- (b) ~~\$640~~^{4,940} by the payment of cash out of current funds of the County legally available and unappropriated for any other purpose.

SECTION 2: That it appears to this Commissioners' Court upon due investigation that no person, firm, corporation or trust estate has given notice in writing or otherwise to the Court or to any officer whose duty it is to pay said Contractor, of any lien for any materials, apparatus, fixtures, machinery or labor furnished to the said Contractor, as provided by Article 5472a, V.A.T.C.S., or any other law; and, further, that neither the County of Upshur nor any person holds a claim of any kind or character which might be properly charged or interposed as an offset or counterclaim to the payment of the Estimate and Certificate of Payment herein approved.

SECTION 3: That the appropriate officials of the County shall carry out the provisions of this order by causing the aforesaid certificates to be executed, sealed, registered as obligations of the County and delivered to said Contractor, and all actions of said County officials in so doing shall be prima facie evidence that their official acts have been completed in all respects in the proper manner to give full validity to the certificates and cause the same to create good, sufficient and valid obligations against Upshur County, Texas. In addition, the appropriate County officials are hereby authorized and directed to issue a current warrant voucher or check in the amount of \$640 to Besco Construction Company & Associates and obtain a receipt for said cash payment.

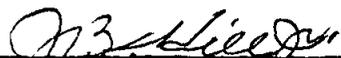
SECTION 4: That the certificates herein authorized to be executed and delivered are hereby found to be valid, subsisting and binding obligations of the County of Upshur, Texas, and it is hereby specifically and affirmatively adjudged and declared that said County has received full value and consideration therefor for which payment has been authorized through the issuance

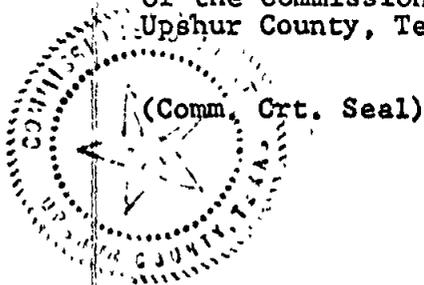
and delivery of such certificates and payment of cash herein authorized to be made, and all things required by law to be done in the issuance and delivery of said certificates and the making of such cash payment have happened and have been performed in due time, form and manner as required by law. This ascertainment is expressly made for the use, benefit and protection of said Contractor and any succeeding owners or holders of said certificates, the Attorney General of the State of Texas, and any other attorney who shall pass upon the legality and validity of said certificates of proceedings, and the same shall be binding upon said County and the members of the Commissioners' Court, and their successors in office, until said certificates with interest thereon have been fully paid and discharged.

PASSED AND APPROVED, this the 14 day of July, 1975.


County Judge, Upshur County,
Texas

ATTEST:


County Clerk and Ex Officio Clerk
of the Commissioners' Court of
Upshur County, Texas



SIGNATURE AND NO-LITIGATION CERTIFICATE

WE, the undersigned, hereby certify as follows:

(1) That this certificate is executed and delivered with reference to the following described certificates of obligation:

"UPSHUR COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 1974,"

dated March 1, 1974, in the aggregate principal amount of \$ 57,000, being certificates numbered: 288 through ~~344~~ ²⁹⁵.

(2) That the undersigned County Judge and County Clerk officially executed and signed or countersigned said certificates and that the same were then registered by the County Treasurer who signed each of said certificates in evidence of such registration.

(3) That the County Judge and County Clerk officially executed and signed or countersigned the interest coupons attached to said certificates by causing their facsimile signatures to be placed on each of said interest coupons and they hereby adopt said facsimile signatures as their own and declare that the same constitute their signatures the same as if they had manually signed each of said interest coupons.

(4) That on the date of such execution in such manner and on the date hereof, we were the duly chosen, qualified and acting officers indicated herein and authorized to execute the same.

(5) That the legally adopted proper and only official corporate seal of the Commissioners' Court of said County is impressed on all of said certificates of obligation and impressed on this certificate.

(6) We further certify that no litigation of any nature is now pending or, to our knowledge, threatened restraining or enjoining the issuance and delivery of said certificates or the levy and collection of taxes to pay the principal and interest, or in any manner questioning the proceedings and authority under which the same is made or affecting the validity of the certificates thereunder; that neither the corporate existence or boundaries nor the title of the present officers to their respective offices is being contested, and that no authority or proceedings for the issuance of said certificates have been repealed, revoked or rescinded.

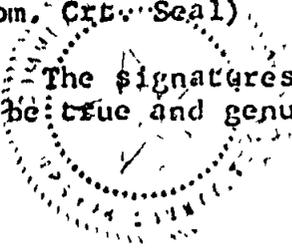
EXECUTED AND DELIVERED this the day of July, 1975

SIGNATURE
[Signature]
[Signature]
[Signature]

OFFICIAL TITLE
County Judge, Upshur County, Texas
County Clerk, Upshur County, Texas
County Treasurer, Upshur County, Texas

(Com. Crts. Seal)

The signatures of the officers subscribed above are hereby certified to be true and genuine.



Farmers and Merchants National Bank
(Bank)

(Bank Seal)

By: [Signature]
(Authorized Officer)
Max McPeck, Sr., V.P. & Cashier

CASH RECEIPT

THE STATE OF TEXAS §
 §
COUNTY OF UPSHUR §

The undersigned, as a representative of BESCO CONSTRUCTION COMPANY & ASSOCIATES, Contractor, does hereby certify that this Company has received payment of ^{49640.00} ~~5640.00~~ in cash, in partial payment of Estimate and Certificate of Payment submitted to the Commissioners' Court of Upshur County, Texas (in connection with the remodeling of the Upshur County Courthouse under the contract dated February 15, 1974), in accordance with an order of the said County passed and adopted on the _____ day of July, 1975, authorizing payment due under said Estimate and Certificate of Payment.

TO CERTIFY WHICH, witness my hand this the _____ day of July, 1975.

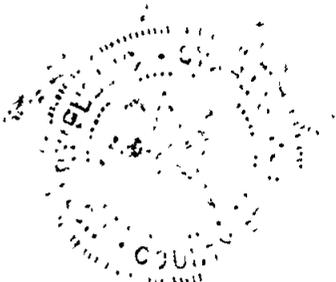
BESCO CONSTRUCTION COMPANY & ASSOCIATES
Contractor

By *Dean of Bescor*
Its *Owner*

SWORN TO AND SUBSCRIBED BEFORE ME, this the 15 day of July, 1975.

Ed Pittman
Notary Public in and for Upshur
County, Texas

(Notary Seal)



VOL. 17 PG. 52

ASSIGNMENT CERTIFICATE

THE STATE OF TEXAS §
 §
COUNTY OF UPSHUR §

THIS IS TO CERTIFY that Besco Construction Company & Associates of Longview, Texas, has this day sold, transferred and delivered to FARMERS AND MERCHANTS NATIONAL BANK, Gilmer, Texas, those certain registered County certificates of obligation issued to Besco Construction Company & Associates by the Commissioners' Court of Upshur County, Texas, said certificates heretofore having been issued for the purpose of paying contractual obligations of the County incurred for the remodeling of the Upshur County Courthouse, as set out in the contract executed by and between Besco Construction Company & Associates and Upshur County, Texas, dated February 15, 1974, the certificates being described as follows:

^{8,000 MY}
~~\$57,000~~ "UPSHUR COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 1974," dated March 1, 1974, numbered 288 through ~~344~~ ²⁹⁵ maturing March 1, 1989.

THIS IS TO CERTIFY FURTHER that said Besco Construction Company & Associates has received the above described certificates from the proper officials of said County in due course, and that said Besco Construction Company & Associates has received from FARMERS AND MERCHANTS NATIONAL BANK, Gilmer, Texas, full value and consideration for said certificates and by this instrument hereby assign all of its right title and interest to such certificates, without recourse, to FARMERS AND MERCHANTS NATIONAL BANK, Gilmer, Texas.

EXECUTED at Gilmer, Texas, this the ____ day of July, 1975.

BESCO CONSTRUCTION COMPANY & ASSOCIATES

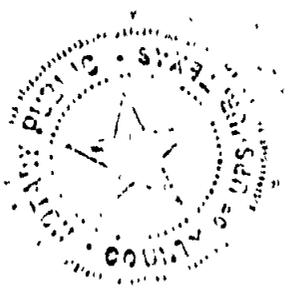
By *Dee J. Benson*

Its *Owner*

SWORN TO AND SUBSCRIBED, BEFORE ME, this the 15 day of July, 1975.

C. D. Titman
Notary Public in and for Upshur County,
Texas

(Notary Seal)



July 14, 1975

To: Upshur County Commissioners Court

From: Modern Ford Tractor Co., Gilmer, Texas

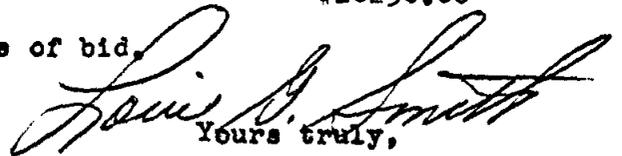
Modern Ford Tractor submits the following bid for sale to Upshur County Prct. #4 of the following equipment at prices listed:

One Ford 5000 Diesel Tractor \$8100.00

One Bush Hog Cutter 2150.00

Total Price \$10250.00

Delivery on acceptance of bid.


Yours truly,

VOL. 17 PG. 54
LEASE AGREEMENT

THIS LEASE, made this the 14 day of July, 1975
 between Modern Ford Tractor Co. of Gilmer, Texas,
 hereinafter known as LESSOR, and Upshur County Prct. #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 14 day of July 1975, witnesseth that:

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

One Ford 5000 Diesel Tractor Model E1014C Serial # C-433422
One Bush Hog Cutter Model 1050 Serial # 51217

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 & Cutter

1. Now therefore, the LESSOR in consideration of the payment of none
 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 Dec 15, 1977, on the following terms:

1. 1250.00	12/15/75	7.	13.	19.
2. 2250.00	5/15/76	8.	14.	20.
3. 2250.00	12/15/76	9.	15.	21.
4. 2250.00	5/15/77	10.	16.	22.
5. 2250.00	12/15/77	11.	17.	23.
6.		12.	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 & Cutter

and the LESSEE shall thereupon deliver said Tractor & Cutter
 to the LESSOR at Gilmer, Texas, 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 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 & 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 \$10250.00 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 Tractor & 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 & 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 & 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 Donna Smith
Upshur County Prct. #4 LESSEE
 By Edward H. Dean
 County Judge
 ATTEST: J. B. Gills, Jr.
 County Clerk

E. P. W. Naylor
 Commissioner, Precinct No 1
J. W. Meadows
 Commissioner, Precinct No 2
C. H. Hill
 Commissioner, Precinct No 3
F. L. J. Harrison
 Commissioner, Precinct No 4

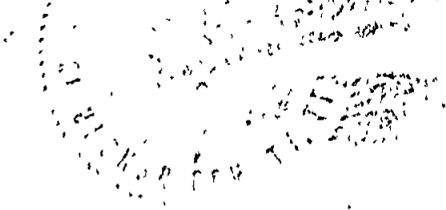
STATE OF TEXAS

COUNTY OF Upshur

VOL. 17 PG. 55

I, J. B. Hill, Jr., 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 Sand & Gravel Co., as LESSOR, and Upshur County, Texas as LESSEE, and the same appears of record in Vol. 17, Page _____, of the COMMISSIONERS' COURT MINUTES of Upshur County, Texas.

Given under my hand and seal of office, this, the 14 day of July, 1975 A. D.



J. B. Hill, Jr.
County Clerk, Upshur County, Texas

FILED
JUL 15 1975
CLERK OF DISTRICT COURT
GILMER COUNTY

'75 JUL 15 PM 2:12

LEASE AGREEMENT

between
and

Assignment of Lease

Date July 14, 1975
City Gilmer
State Texas

For value received the undersigned does hereby sell, assign, and transfer unto Farmers & Merchants Natl Bank, Gilmer the annexed lease dated July 14, 1975 made by the undersigned to Upshur County Proct #1, Gilmer, Texas
(Lessee's Name) (Address)

of Model Ford Tractor Machinery, Serial No. (s) see reverse side and Cutter 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 F & M Natl 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 F & M Natl Bank said money so in default or perform said covenants and conditions so in default.

The Undersigned warrants to Farmers & Merchants Natl 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 Ten Thousand Two Hundred Fifty 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.

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

By [Signature]
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this 14

day of July, 19 75, and agrees to make all payments due under

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

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

By [Signature]
(Signature of Authorized Officer)

FROM January 1, 1975 TO Mar. 31, 1975 INCLUSIVE

	Balance Last Report	Amt. Rec. Since Last Report	Disbursements	Transfers In	Transfers Out	BALANCE
1 General	106,518.69	120,097.89	38,957.63		18,000.00	169,658.93
2 Salary	4.60	33,321.24	48,678.99	18,000.00		2,646.85
3 R&B	24,378.69	34,996.11	14,916.64			44,458.16
4 R&B 1	136.38	22,511.88	14,645.89			8,032.37
5 R&B 2	3,614.94	20,725.42	18,451.98			5,888.38
6 R&B 3	4,230.57	27,037.76	21,487.02			9,781.31
7 R&B 4	2.64	23,691.25	15,564.44			8,129.45
8 Perm. Imp.	289.99					289.99
9 Perm. School	27,937.02	10,979.02	24,690.80			14,225.24
10 Social Sec.	531.72	10,729.20	10,778.17			482.75
11 Jury	12,522.37	6,020.29	2,391.55			16,151.11
12 R&B 3A Int. & Skg.	11,061.79	3,120.58	3,145.50			11,036.87
13 P. Co. Immunization	145.56					145.56
14 Road Dist 1-C Avail	347.60					347.60
15 Tr. Co. Ref. Rev. Sher. 13,622.20		42,606.00	26,621.14			27,607.06
16 Upsbur Law Library	1,143.40		534.60			1,033.80
17 R. O. W.	2,824.56		624.85			3,449.41
18 Crim. Justice Plan	2,038.10	2,530.00	2,002.50			2,565.60
19 MOV Co. Probation	30,753.61	11,151.00	9,097.14			32,207.47
20	242,104.43	370,597.47	254,563.99	18,000.00	16,000.00	356,137.91

LIST OF BONDS AND OTHER SECURITIES ON HAND

PERMANENT SCHOOL FUND

Ore City ISD Bonds	6,000.00	Leander ISD	5,000.00
Angelina Hosp. Bonds	6,000.00	Livingston ISD	8,000.00
Huntington Rural Hl Bonds	6,000.00	Liberty Lyle Rural Hl Bldg Bonds	10,000.00
Road List 3 A	3,000.00	Bowie Co Common School	8,000.00
West Sabine	7,000.00	R O W Warrants	10,000.00
Upsbur Co R O W Warrants	23,000.00	Permanent School CDs	69,200.00
Central Hgts ISD	15,000.00		
City of Killeen	9,000.00		
TOTAL ALL BONDS			162,200.00

UPSHUR COUNTY
**TREASURER'S
QUARTERLY REPORT**

Covering Period

From June 1, 1975
To Mar 31, 1975 Inclusive

Date Filed

By

C. H. Pittman
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 _____ day of _____, 19____

[Signature] Clerk
County Court, Upshur County, Texas

BEFORE ME, J. B. McQueen County Clerk, Upshur County, Texas, on this day personally appeared Ernest Kline County Judge; Ceffie Nobles

Commissioner, Precinct No. 1; J. W. Madras Commissioner, Precinct No. 2; Charles S. Hill Commissioner, Precinct No. 3; and Alfred [unclear]

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.

[Signature]
County Judge

[Signature]
Commissioner, Precinct No. 1

[Signature]
Commissioner, Precinct No. 2

[Signature]
Commissioner, Precinct No. 3

[Signature]
Commissioner, Precinct No. 4

SUBSCRIBED AND SWORN TO Before me, this _____ day of _____, A. D. 19____

[Signature]
County Clerk, Upshur County, Texas

FROM 12/31/1975 TO June 30, 1975 INCLUSIVE

	Balance Last Report	Am't Rec. Since Last Report	Disbursements	Transfers In	Transfers Out	BALANCE
1. General	109,058.33	14,494.04	59,185.20		10,000.00	112,707.77
2. Salary	2,040.85	44,511.16	53,610.74	10,000.00		3,577.27
3. R&B	44,456.16	7,443.11	19,537.07			31,032.20
4. R&B 1	5,032.37	20,806.59	18,072.39			10,225.57
5. R&B 2	2,888.30	30,500.52	41,251.35			15,205.55
6. R&B 3	9,781.31	36,061.63	31,071.50			14,790.98
7. R&B 4	6,129.45	20,350.50	27,547.38			9,232.03
8. Perm. Imp.	269.99					269.99
9. Perm. School	14,225.24	40,563.27				54,788.51
10. Social Sec.	482.75	11,200.60	11,255.90			425.55
11. Jury	10,151.11	403.86	4,573.07			12,171.90
12. R&B 3A Int. & Skg	10,410.29	620.58				11,036.87
13. C.C. Immunization	145.56					145.56
14. Road Dist 1-C Avail	347.60					347.60
15. U.S. Co. Fed. Gov. Car.	47,007.06	42,000.00	3,905.98			85,217.08
16. Uphur Law Library	1,055.60	550.00	724.54			659.26
17. R.O.W.	3,449.41	544.22				3,993.63
18. Crim. Justice Plan	2,565.60	2,339.50	2,530.00			2,375.10
19. MDCo. Probation	32,207.47	11,021.52	13,709.20			30,158.69
20.	357,517.33	300,431.10	200,501.35	10,000.00	10,000.00	309,406.11

LIST OF BONDS AND OTHER SECURITIES ON HAND

PERMANENT SCHOOL FUND

Bowle County Com. Sch. Bonds
 City of Killeen Bonds
 Angelina Co. Hosp. Bonds
 Liberty Lytau Rural Hl
 Ore City ISD
 Uphur Co. R.O.W. Warrants
 Leander ISD
 Livingston ISD
 Central Hgts ISD

8,000.00
 9,000.00
 5,000.00
 1,000.00
 9,000.00
 22,000.00
 5,000.00
 2,000.00
 15,000.00

West Sabine ISD
 District 2000000
 Hill Co. Cent. Hgts. Co. District
 Perm. Sch. Fnd 115

7,000.00
 2,000.00
 40,000.00
 2,200.00
 191,260.00

TOTAL ALL BONDS

UPSHUR COUNTY
TREASURER'S
QUARTERLY REPORT

Covering Period

From April 1, 1975

To June 30, 1975 Inclusive

Date Filed

By:

[Signature]
County Treasurer, Upshur County

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

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

[Signature], County Treasurer

SWORN TO AND SUBSCRIBED before me, this _____ day of _____, 19__

[Signature], Clerk
County Court, Upshur County, Texas

BEFORE ME, *[Signature]*, County Clerk, Upshur County, Texas, on this day personally appeared *[Signature]*, County Judge, *[Signature]*, Commissioner, Precinct No. 1, *[Signature]*, Commissioner, Precinct No. 2, *[Signature]*, Commissioner, Precinct No. 3, and *[Signature]*, 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.

[Signature]
County Judge

[Signature]
Commissioner, Precinct No. 1

[Signature]
Commissioner, Precinct No. 2

[Signature]
Commissioner, Precinct No. 3

[Signature]
Commissioner, Precinct No. 4

SUBSCRIBED AND SWORN TO Before me, this _____ day of _____, 19__

A. D. 19__

[Signature]
County Clerk, Upshur County, Texas