



## UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

5-12-1995

Commissioner's Court met in Special Session. All members present.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve minutes of previous meeting dated 5-8-1995. Motion carried.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve setting speed limit on Bob-O-Link road to 35 m.p.h. Motion carried.

Motion by Gaddis Lindsey seconded by David Loyd to approve Deputation of Rodney McLendon as Reserve Deputy for Sheriff's office. Motion carried. Copy attached.

Motion by David Loyd seconded by Gaddis Lindsey to approve accepting donation from the Directors of Gilmer National Bank, the main bank building and to approve placing into minutes a copy of the letter donating the bank building. Motion carried. Copy of letter attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve purchasing all Gilmer National Bank drive-in property and property fronting the square on Jefferson Street for \$275,000.00. Closing set for June 8, 1995. Motion carried. Copy attached.

Motion by Tommy Stanley seconded by Kenny Thompson to approve paying for land purchased from Directors of Gilmer National Bank in one lump sum. Motion carried.

Motion by Gaddis Lindsey seconded by David Loyd to approve placing into minutes the entire contract and anything pertaining to donation of main bank building from Directors of Gilmer National Bank. Motion carried.

Motion Motion by David Loyd seconded by Gaddis Lindsey to approve Upshur County paying accepting tax liability on building donated to County and paying prorated taxes on property purchased from Directors of Gilmer National Bank. Motion carried. (\$10,000.00 will be put in escrow and final expenses will be paid on closing date for property purchased from Directors of Gilmer National Bank.)

Motion by David Loyd seconded by Kenny Thompson to approve the following Permit Applications and Special Road Use Agreements:

Permit Application submitted by Kenneth B. Dooling to install a culvert in ROW of Arrowwood Road.

Permit Application submitted by Newton Hudson to install a culvert in ROW of Bob White Road.

Permit Application submitted by Pritchett Water Supply to install a Waterline in ROW of Crabapple Road.

Special Road Use Agreement submitted by Bryan Ramage to haul logs on Crepe Myrtle.

Special Road Use Agreement submitted by Amoco Productions to haul equipment and gravel on Pelican and Pheasant.

Special Road Use Agreement submitted by J & B Trucking to haul logs on Cottonwood and Pinon.

Special Road Use Agreement submitted by Louisiana Pacific to haul logs on Cherry, White Oak and Weeping Willow.

Special Road Use Agreement submitted by Van Dusen to haul logs on Evergreen.

Special Road Use Agreement submitted by Bill Hawthorne to haul logs on Daffodil.

Motion carried on all the above. Copies of all attached.



**UPSHUR COUNTY COMMISSIONERS COURT**  
GILMER, TEXAS

Jack, Miller, representative of Southwest Graphics, met with Court to discuss road signs. Mr. Miller showed the Court how the County could purchase it's own sign making system. No action take.

Copy of attendance sheet placed into minutes.

Copy of bills previously approved on 5-8-1995 placed into minutes.



**UPSHUR COUNTY COMMISSIONERS COURT**  
GILMER, TEXAS

*Charles S. Still*  
\_\_\_\_\_  
JUDGE CHARLES STILL

*Gaddis Lindsey*  
\_\_\_\_\_  
COMMISSIONER PCT. #1 GADDIS LINDSEY

*Tommy S. Stanley*  
\_\_\_\_\_  
COMMISSIONER PCT. #2 TOMMY STANLEY

*David Loyd*  
\_\_\_\_\_  
COMMISSIONER #3 DAVID LOYD

*Charles (Kenny) Thompson*  
\_\_\_\_\_  
COMMISSIONER PCT #4 CHARLES (KENNY) THOMPSON

VOL 44 PG 4

# DEPUTATION

## ORIGINAL

THE STATE OF TEXAS

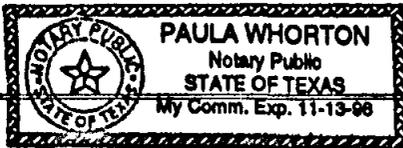
County of UPSHUR } I, R.D. CROSS  
SHERIFF of the County of UPSHUR and State of Texas, having  
 full confidence in RODNEY MC LENDON of said County and State, do hereby,  
 with the consent of the Honorable Commissioners' Court of UPSHUR County, nominate  
 and appoint HIM, the said RESERVE DEPUTY SHERIFF my true and  
 lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the  
 office of said SHERIFF'S DEPARTMENT of said County and State, hereby  
 ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 4 day of May 19 95  
R.D. CROSS  
 of UPSHUR County, Texas.

THE STATE OF TEXAS

County of UPSHUR } BEFORE ME, PAULA WHORTON  
NOTARY in and for UPSHUR County, Texas,  
 on this day personally appeared R.D. CROSS  
SHERIFF known to me to be  
 the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed  
 the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at UPSHUR COUNTY JUSTICE CENTER  
 this 5 day of May 19 95



PAULA WHORTON  
 EXPIRES 111398

### OATH OF OFFICE

I, RODNEY MC LENDON do solemnly  
 swear (or affirm) that I will faithfully execute the duties of the office of SHERIFF  
DEPARTMENT of the State of Texas,  
 and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United  
 States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor  
 indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable  
 thing, or promised any public office or employment, as a reward to secure my appointment, or the confirma-  
 tion thereof. So help me God.

Subscribed and sworn to before me, this 4 day of MAY 19 95

Rodney Mc Lendon  
RODNEY MC LENDON  
Judge Lyle Potter  
JUDGE LYLE POTTER

PCT. 2

FILED  
 REX A. C. [unclear]  
 95 MAY 15 AM 10:58  
 UPSHUR COUNTY TEXAS  
 BY \_\_\_\_\_



KENNETH STEWART  
PRESIDENT and CEO

May 2, 1995

Honorable Charles Still,  
Upshur County Judge  
Upshur County Commissioners  
Gilmer, Texas 75644

Gentlemen:

It is my pleasure to tell you that the Directors of Gilmer National Bank have voted unanimously to donate the main bank building to Upshur County. It is our desire that the building and grounds be used to the best advantage in order to serve the citizens of Upshur County.

A recent appraisal of the building and grounds is enclosed.

We are proud to be a part of the growth and success of Upshur County. We look forward to continuing to work with you in any way possible to make our county a better place to live.

Sincerely,

  
Kenneth Stewart,  
President and C.E.O.

KS:cs

FILED  
REX A. SHAW  
COUNTY CLERK  
95 MAY 15 AM 8:58  
UPSHUR COUNTY, TX.  
REPLY

VOL 44 PG 6



# TEXAS ASSOCIATION OF REALTORS® COMMERCIAL EARNEST MONEY CONTRACT

THIS CONTRACT OF SALE is made by and between GILMER NATIONAL BANK, hereafter referred to as "Seller" and UPSHUR COUNTY, by Commissioners Court, hereafter referred to as "Buyer" upon the terms, provisions and conditions set forth herein.

1. PURCHASE AND SALE. Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the following property situated in Upshur County, Texas, known as Gilmer Nat'l bank drive in property and all of Gilmer Nat'l Bank property fronting on square on Jefferson St. (address).

2. PROPERTY. Lot 2 & 3, & West 4 lots 1 & 4 Blk 21 and lots pt 5a, 6, 7 A&B Blk 32, City of Gilmer, or as described on attached Exhibit "A", together with all and singular the rights and appurtenances pertaining to the property, including any right, title, and interest of Seller in and to adjacent streets, alleys or rights of way. All of such real property, rights, and appurtenances being hereinafter referred to as the "Property", together with any improvements, fixtures, and personal property situated on and attached to the Property, including but not limited to the following:

### 3. CONTRACT SALES PRICE.

- A. Cash down payment payable at closing (including earnest money) ..... \$ 275,000.00 \*\*
- B. Sum of all notes described in Paragraph 4 below ..... \$ \_\_\_\_\_
- C. Other..... \$ \_\_\_\_\_
- D. Sales Price (Sum of A, B, and C)..... \$ 275,000.00

### 4. FINANCING CONDITIONS.

A ASSUMPTION: Buyer shall assume the unpaid balance of that promissory note payable to \_\_\_\_\_ dated \_\_\_\_\_, 19 \_\_\_\_ . Buyer shall pay the installment payment due after the date of closing. The assumed principal balance at closing will be \$ \_\_\_\_\_ allowing for an agreed \$ \_\_\_\_\_ variance. The cash payable at closing shall be adjusted for the amount of such variance Buyer shall apply for assumption approval, if necessary or required, within \_\_\_\_\_ days from the effective date of this contract and shall make every reasonable effort to obtain the same. If the variance exceeds \$ \_\_\_\_\_ or the existing interest rate is increased above \_\_\_\_\_ % or Buyer is required to pay an assumption fee in excess of \$ \_\_\_\_\_, or assumption approval cannot be obtained within \_\_\_\_\_ days from the effective date hereof, this contract may be terminated at Buyer's option and the Earnest Money shall be refunded to Buyer without delay.

B. THIRD PARTY FINANCING: This contract is subject to approval of a loan for Buyer by a third party in the amount of \$ \_\_\_\_\_ payable at \_\_\_\_\_ intervals for not less than \_\_\_\_\_ years within the initial interest rate not to exceed \_\_\_\_\_ % per annum, and with each principal and interest installment not to exceed \$ \_\_\_\_\_ [ ] including interest [ ] plus interest, for the first \_\_\_\_\_ years of the loan Buyer shall apply for the loan within \_\_\_\_\_ days from the effective date of this contract and shall make every reasonable effort to obtain approval. If the loan has not been approved within \_\_\_\_\_ days from the effective date hereof, this contract shall terminate and the Earnest Money shall be refunded to Buyer without delay.

\*\* C. SELLER FINANCING: Buyer shall execute a promissory note or notes to Seller in the principal sum of \$ 247,500.00, bearing -6- % interest per annum, and payable: (Check 1, 2 or 3 below)

Buyer Option

- [ ] 1. In one payment due \_\_\_\_\_ after the date of the note with interest payable \_\_\_\_\_
- [X] 2. Installments of \$ 8273.21 [X] including interest [ ] plus interest beginning \_\_\_\_\_ after the date of the note and continuing at quarterly intervals thereafter for 10 years when the entire balance of the note shall be due and payable.
- [ ] 3 Interest only in \_\_\_\_\_ installments for the first \_\_\_\_\_ years and thereafter in installments of \$ \_\_\_\_\_ [ ] including interest [ ] plus interest beginning \_\_\_\_\_ intervals thereafter for \_\_\_\_\_ years when the entire balance of the note is due and payable.

### D. OTHER FINANCING:

\*\* Contract states all cash on closing, however it us understood that buyer has the option of above financing before the time of closing.

Any Seller financed note may be prepaid in whole or in part at any time without penalty. The lien securing payment of such note will be inferior to any lien securing any loan assumed pursuant to paragraph 4A above

### 5. EARNEST MONEY.

A \$ 10,000.00 is herewith tendered and is to be deposited as Earnest Money with Dwight Brannon Attn. Trustee, as Escrow Agent Additional Earnest Money, if any, shall be deposited with the Escrow Agent on or before N/A, 19 \_\_\_\_, in the amount of \_\_\_\_\_. Earnest Money is deposited with the Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the deposit to any party and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties to the extent provided in paragraph 14. At closing, Earnest Money shall be applied to any cash down payment required, next to Buyer's closing costs and any excess refunded to Buyer. Before Buyer shall be entitled to refund of Earnest Money, any actual expenses incurred or paid on Buyer's behalf shall be deducted therefrom and paid to the creditors entitled thereto

B [ ] Yes [X] No. The parties herein agree that the Earnest Money shall be deposited in an account at \_\_\_\_\_ bearing interest at the highest obtainable rate and the interest shall be credited to \_\_\_\_\_

6. PROPERTY CONDITION/INVESTIGATION.

- A. Buyer accepts the Property in "as is" condition
- B Buyer accepts the Property subject to the  Property Condition and/or  Investigation Addendums attached hereto

7. SURVEY AND TITLE BINDER.

A. Survey

- 1. No survey is required.
- 2. Seller shall furnish to Buyer within ten (10) days from the effective date of this contract, Seller's existing survey of the Property dated \_\_\_\_\_, 19 \_\_\_\_
- 3. Within N/A days after the date of this contract, Seller shall,  at Seller's expense  at Buyer's option expense, deliver or cause to be delivered to Buyer and Title Company a copy of a current-on-the-ground survey ("Survey") of the Property made by a duly licensed surveyer reasonably acceptable to Buyer and in a form acceptable to Buyer and the Title Company issuing the title commitment and Owner's Policy of Title Insurance required herein. If the survey exception (except as to shortages in area) is to be deleted herein, the additional expense for such deletion shall be paid by buyer. The Survey shall show acreage or square feet, access to the property, the location of all improvements, rights of way, easements, encroachments, streets, roads, water courses, or fences on or adjacent to the Property, if any. If this contract does not close through no fault of Seller, in addition to the other rights of Seller hereunder, Buyer shall pay for the Survey.
  - i) If the price of the Property, pursuant to Paragraph 3, is based upon price per acre, then the Survey shall reflect the total acreage.
  - ii.) If the price of the Property, pursuant to Paragraph 3, is based upon price per square foot, then the Survey shall reflect the total square footage

B Within N/A days after the date of this contract, Seller shall, at Seller's expense, deliver or cause to be delivered to Buyer

- (1) A title commitment ("Title Binder") covering the Property binding the Title Company to issue a Texas Owner's Policy of Title Insurance on the standard form of policy prescribed by the Texas State Board of Insurance at the closing in the full amount of the purchase price; and
- (2) True, correct, and legible copies of any and all instruments referred to in the Title Binder as constituting exceptions or restrictions upon the title of Seller, if requested by Buyer in writing within \_\_\_\_\_ days of receipt of the title commitment
- (3) A U.C.C. lien search, if applicable

8. APPROVAL PERIOD AND TITLE.

A. Buyer shall have N/A days after the receipt of both the Survey and Title Binder to review same and to deliver in writing to Seller such objections as Buyer may have to anything contained therein. Any such item to which Buyer shall not object shall be deemed to be accepted by Buyer. If there are objections by Buyer, Seller shall in good faith attempt to satisfy same prior to closing, but Seller shall not be required to incur any cost to do so. If title objections are disclosed, Seller shall have \_\_\_\_\_ days to cure same. If Seller delivers written notice to Buyer on or before closing date that Seller is unable to satisfy such objections, or if, for any reason, Seller is unable to convey title in accordance with Section 8(B) below, Buyer may either waive such objections and accept such title as Seller is able to convey or terminate this contract by written notice to Seller and Earnest Money shall be refunded with no Broker's fee due. Zoning ordinances and a lien for current taxes shall not be valid objections to title

B Seller represents and warrants to Buyer that at the closing Seller will have and will convey to Buyer good and marketable title by General Warranty Deed subject only to liens securing debt created, assumed or taken subject to as part of the consideration, taxes for the current year, and any other reservations, easements, discrepancies in boundaries, encroachments, restrictions or exceptions previously approved by Buyer in accordance with Paragraph 8 A. Delivery of the Title Policy pursuant to Section 10 below shall be deemed to fulfill all duties of Seller as to the sufficiency of title required hereunder; provided however, Seller shall not thereby be released from the warranties of Seller's Deed.

9. NOTICE TO BUYER. At the time of the execution of this contract, Broker has advised and hereby advises Buyer, by this writing, that Buyer should be furnished with or obtain a policy of title insurance or if an abstract covering the Property is provided in lieu thereof, Buyer should have said abstract examined by an attorney of Buyer's own selection.

10. CLOSING.

A. The closing of the sale (the Closing Date) shall be on or before June 8th, 19 95.

B At the closing, Seller shall deliver to Buyer (i) a General Warranty Deed (with Vendor's Lien retained if not a cash purchase) conveying the Property, subject only to liens securing debt created, assumed or existing as part of the consideration, taxes for the current year, and any other reservations or exceptions previously approved by Buyer in accordance with Paragraph 8 A; (ii) An Owner's Policy of Title Insurance (the "Title Policy") issued by N/A in full amount of the Sales Price, dated as of closing, insuring Buyer's fee simple title to the Property to be good and indefeasible subject only to those title exceptions permitted herein, or as may be approved by Buyer in writing, and the standard printed exceptions contained in the usual form of the Title Policy, provided, however: (a) the exception as to area and boundaries shall be in accordance with Paragraph 7 A.3.; (b) the exception as to restrictive covenants shall be endorsed "None of Record", or, if of record, restrictive covenants shall be referenced by appropriate recording information; (c) the exception as to taxes shall be limited to taxes for the current year and subsequent years, and subsequent assessments for prior years due to changes in land usage or ownership; and (iii) possession of the property.

C. At the closing, Buyer shall deliver to Seller (i) the cash portion of the sales price (the Earnest Money being applied thereto) and (ii) each note provided herein, if any, secured by Vendor's and Deed of Trust Liens.

D. Unless otherwise provided herein, costs for the Survey, the Title Policy, preparing Deed, all inspections, tax certificates, reports and repairs required of Seller herein and 1/2 of escrow fee shall be Seller's expense. All other costs and expenses incurred in connection with this contract which are not recited herein to be the obligation of Seller, shall be the obligation of Buyer. Unless otherwise paid, before Buyer shall be entitled to refund of Earnest Money, any such costs and expenses shall be deducted therefrom and paid to the creditors entitled thereto.

E. Rents and lease commissions, interest, insurance, utility charges, personal property taxes and ad valorem taxes for the then current year shall be prorated at the closing effective as of the date of closing. If for any reason utility charges cannot be accurately determined at date of closing for proration purposes, Buyer may postpone proration of utility charges until after closing and at such time as a statement for utility charge is received. Charges appearing on such statement shall then be prorated as of the date of closing, and Seller shall tender in cash the cost of all utility charges to the date of closing to Buyer upon demand. Any security deposits held by Seller shall be delivered to Buyer. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of the taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation but

any difference in ad valorem taxes for the year of sale actually paid by Buyer shall be adjusted between the parties upon receipt of written evidence of the payment thereof. If Seller has claimed the benefit of laws permitting a special use valuation for the purposes of payment of ad valorem taxes on the property, the Seller represents that he was legally entitled to claim such benefits. If this sale or Buyer's use of the property after closing results in the assessment of additional taxes for prior years, such additional taxes shall be the obligation of the Buyer and such obligation shall survive closing.

F. If Buyer is to assume an existing loan, Buyer shall pay any transfer fee as provided in Paragraph 4. Buyer shall execute, at the option and expense of Seller, a Deed of Trust to Secure Assumption with a Trustee named by Seller.

G. If the Property is situated within a utility district subject to the provisions of Section 50.301, Texas Water Code, then at or prior to the closing, Seller agrees to give Buyer the written notice required by said Section and Buyer agrees to sign and acknowledge the notice to evidence receipt thereof.

11. ESTOPPEL CERTIFICATE BY TENANTS. Seller shall deliver to Buyer an "estoppel certificate" signed by each tenant leasing space in the property as of the date of closing stating (1) that no default exists under the terms of the lease agreement by either Lessor or Lessee; (2) the amount of any rental payments made in advance, if any; (3) the amount of any security deposits made, if any; (4) the amount of any offsets against rent, if any; and (5) that the tenant has no defenses against the payment of rent accruing under the terms of his lease agreement. Seller shall, at closing, tender to Buyer the amount of any security deposits and advance rental payments received. If any tenants present claims for offsets against rent or defenses against the payment of rent which are unacceptable to Buyer, Buyer shall so notify Seller in writing. Seller shall promptly undertake to eliminate or modify such unacceptable offsets or defenses. In the event Seller is unable to do so within N/A days after receipt of written notice. Buyer may terminate this agreement and Earnest Money shall be refunded with no Broker's fee due. Seller shall deliver to Buyer all existing leases and service and/or warranty contracts applicable to the premises within N/A of this contract. Buyer shall have N/A days from receipt of those contracts to disapprove of same in writing to Seller, and Buyer may terminate this agreement and Earnest Money shall be refunded with no Broker's fee due. At closing the cost of any service and/or warranty contracts shall be prorated.

12. BROKER'S FEES:

A. N/A Listing Broker (          %) and          Co-Broker (          %) as Real Estate Broker (the Broker) has negotiated this sale and Seller agrees to pay Broker in          County, Texas, on consummation of this sale a total cash fee of \$          or          % of the total Sales Price or as per separate written agreement, which Escrow Agent shall pay from the sale proceeds.

B. Seller agrees to pay Listing Broker the fee specified by separate agreement between Listing Broker and Seller. Escrow Agent is authorized and directed to pay Listing Broker said fee from the sale proceeds.

13. CASUALTY LOSS. If, prior to Closing, any part of Property is damaged or destroyed by fire or other casualty loss. Seller shall restore the same to its previous condition as soon as reasonably possible, but in any event by Closing Date; and if Seller is unable to do so without fault, this contract shall terminate and Earnest Money shall be refunded with no Broker's fee due.

14. DEFAULT. If Buyer fails to comply herewith, Seller may either enforce specific performance or terminate this contract and receive the Earnest Money as liquidated damages, one-half of which (but not exceeding the Broker's fee recited in Section 12) shall be paid by Seller to Broker in full payment for Broker's services. If Seller is unable without fault to deliver Title Policy or to make any non-casualty repairs required herein within the time herein specified, Buyer may either terminate this contract and receive the Earnest Money as the sole remedy, and no Broker's fee shall be earned, or extend the time up to 10 days. If Seller fails to comply herewith for any other reason, Buyer may (i) terminate this contract and receive the Earnest Money, thereby releasing Seller from this contract (ii) enforce specific performance hereof and/or (iii) seek such other relief as may be provided by law. If completion of sale is prevented by Buyer's default, and Seller elects to enforce specific performance, the Broker's fee is payable only if and when Seller collects damages for such default by suit, compromise, settlement or otherwise, and after first deducting the expenses of collection, and then only in amount equal to one-half of that portion collected, but not exceeding the amount of Broker's fee.

15. CONDEMNATION. If any part of the Property is condemned prior to Closing Date, Seller shall promptly give Buyer written notice of such condemnation and Buyer shall have the option of either applying the proceeds on a pro rata basis of any condemnation award to reduce the Sales Price provided herein or declare this Contract terminated by delivering written notice of termination to Seller and Earnest Money shall be refunded to Buyer with no Broker's fee due.

16. ATTORNEY'S FEES. Any signatory to this contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this contract or transaction shall be additionally entitled to recover court costs and reasonable attorney fees, and all other litigation expenses, including deposition costs, travel, and expert witness fees, from the non-prevailing party.

17. REPRESENTATIONS. In addition to other representations made herein, Seller represents that unless securing payment of the Note, there will be no Title I liens, unrecorded liens or Uniform Commercial Code liens except those specified in paragraph 26 against any of the Property on Closing Date, that loan(s) will be without default, and reserve deposits will not be deficient. If any representation above is untrue this contract may be terminated by Buyer and the Earnest Money shall be refunded without delay. Representations shall survive closing.

18. NOTICES. Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, and addressed to the intended recipient at the address on the signature page of this contract. Any address for notice may be changed by written notice delivered as provided herein.

19. INTEGRATION. This contract contains the complete agreement between the parties and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understanding, representations or warranties which are not expressly set forth herein.

20. BINDING EFFECT. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and assigns where permitted by this contract. The effective date of this contract shall be the date upon which the last party signs.

21. TERMINATION OF OFFER. Unless accepted by Seller, as evidenced by Seller's signature hereto and delivered to Buyer by 5:00 p.m., the 17 day of May 19 95, this offer to purchase shall be null and void and all parties hereto shall stand relieved and released of any and all liability or obligations hereunder and all Earnest Money shall be returned to Buyer.

22. ASSIGNMENT.

A. Buyer may not assign this contract.

B. Buyer may assign this Contract and all rights hereunder and shall be relieved of any future liability under this Contract provided the assignee shall assume in writing all the obligations of Buyer hereunder.

23. TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Upshur County, Texas.

24. LEGAL CONSTRUCTION. In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

25. TIME. Time is of the essence.

26. SPECIAL PROVISIONS. (This section to include additional factual data relevant to the sale which may include addendums.)

It is the intention of Upshur County to use property as needed for their best interest, but is understood that the property could not be conveyed to anyone to use for any type of or related to banking interests.

Possession date scheduled for Buyer will be 30 days after closing, and being anticipated to be July 8th, 1995. It is agreed and understood that should seller need any additional occupancy time after the 30 days allowed, this could be extended for up to another 30 days at the rate of \$40 per day paid to buyer.

27. CONSULT YOUR ATTORNEY. This is intended to be a legally binding contract. This contract constitutes the entire agreement between the parties and their real estate agents, there being no oral agreements, representations, conditions, or warranties, express or implied, in addition to this contract.

28. PRINCIPAL DISCLOSURE.

[ ] The Buyer of this property is a licensed real estate agent and is acting as a principal in this transaction.

[ ] The Seller of this property is a licensed real estate agent and is acting as a principal in this transaction.

EXECUTED by Seller on this the 12<sup>TH</sup> day of MAY, 1995.

BROKERS

LISTING BROKER N/A LICENSE NO. \_\_\_\_\_  
By: \_\_\_\_\_

SELLER

GILMER NATIONAL BANK  
By: Kenneth Stewart  
Kenneth Stewart, President  
Title  
P.O. Box 460, Gilmer, TX 75644 8435653  
Address Telephone

EXECUTED by Buyer on this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

By: \_\_\_\_\_  
CO-BROKER N/A LICENSE NO. \_\_\_\_\_  
By: \_\_\_\_\_

BUYER UPSHUR COUNTY  
Gaddis Lindsey David Loyd  
Tommy L. Stanley Charles K. Thompson  
Commissioners  
Title Charles L. Stanley Judge  
Court House 843-4003  
Address Telephone

Receipt of \$ 10,000.00 Earnest  
Money is acknowledged in the form  
of check  
Escrow Agent  
By: Dwight R. Brannon  
Onera Gilbert

(Note: This form has been prepared by Babb & Hanna, P.C., attorneys for the Texas Association of REALTORS (TAR). Babb & Hanna, P.C. has approved this form for use by TAR member brokers and salespersons for the purpose of selling improved or unimproved commercial real property. This form has not been drafted for a specific transaction, therefore, the parties are advised to consult an attorney of their choice before signing.)

The State of Texas, } Know All Men by These Presents:  
County of U P S H U R }

That we, ROY HARPER and wife, BESSIE HARPER

of the County of Upshur State of Texas for and in consideration  
of the sum of TWELVE THOUSAND AND NO/100 (\$12,000.00)

DOLLARS

to us in hand paid by FARMERS & MERCHANTS NATIONAL BANK, Gilmer, Texas,

as follows:

EIGHT THOUSAND FIVE HUNDRED EIGHTY FOUR and 50/100 (\$8,584.50) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged and confessed; and the cancellation and surrender of balance due Farmers & Merchants National Bank by Roy Harper in the amount of \$3,415.50, principal and interest, on vendors lien note originally in the amount of \$5,500.00 executed by Roy Harper and payable to M. I. Davis, or order, which said note was duly transferred and assigned to Farmers & Merchants National Bank, Gilmer, Texas, by M. I. Davis, by instrument dated Aug. 6, 1949, and shown of record in Vol. 178, page 495, Upshur County Deed Records.

1

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

**FARMERS & MERCHANTS NATIONAL BANK**

of the County of Upshur State of Texas all that certain lot or parcel of land situated in Upshur County, Texas, and described as follows:

FIRST TRACT: Lots Nos. One (1) and Two (2) in Block No. 32 according to the plat and plan of the City of Gilmer, Texas, shown by plat recorded in Vol. C, page 196-7, Upshur County Deed Records. AND BEING the same land conveyed by Ludie Trice Davis, et vir, H. V. Davis, to M. I. Davis, by deed shown of record in Vol. 160, page 303, Upshur County Deed Records.

SECOND TRACT: Lots Nos. Three (3) and Four (4) in Block 32 according to the plat and plan of the City of Gilmer, Texas, recorded in Vol. C, pages 196-7, Upshur County Deed Records. AND BEING the same lots conveyed by Dupree Motor Company to Malcolm I. Davis, by deed dated July 1, 1949, and shown of record in Vol. 178, page 388, Upshur County Deed Records.

AND BEING the same two tracts of land conveyed by M. I. Davis et ux, Novie Davis, to Roy Harper, by warranty Deed dated August 6, 1949, and recorded in Vol. 178, page 493, Upshur County Deed Records, to which reference is here made.



S 279 Old Town

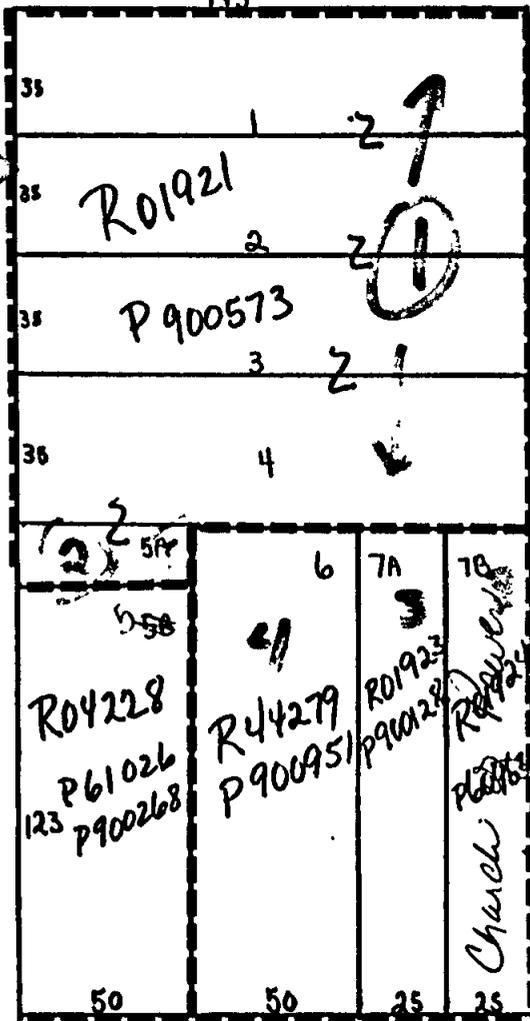
Block 32



Cass St.

143

Tract 1  
Subject



N. Titus

Simpson St.

Tract 3  
Subject

Buffalo

Plat Man

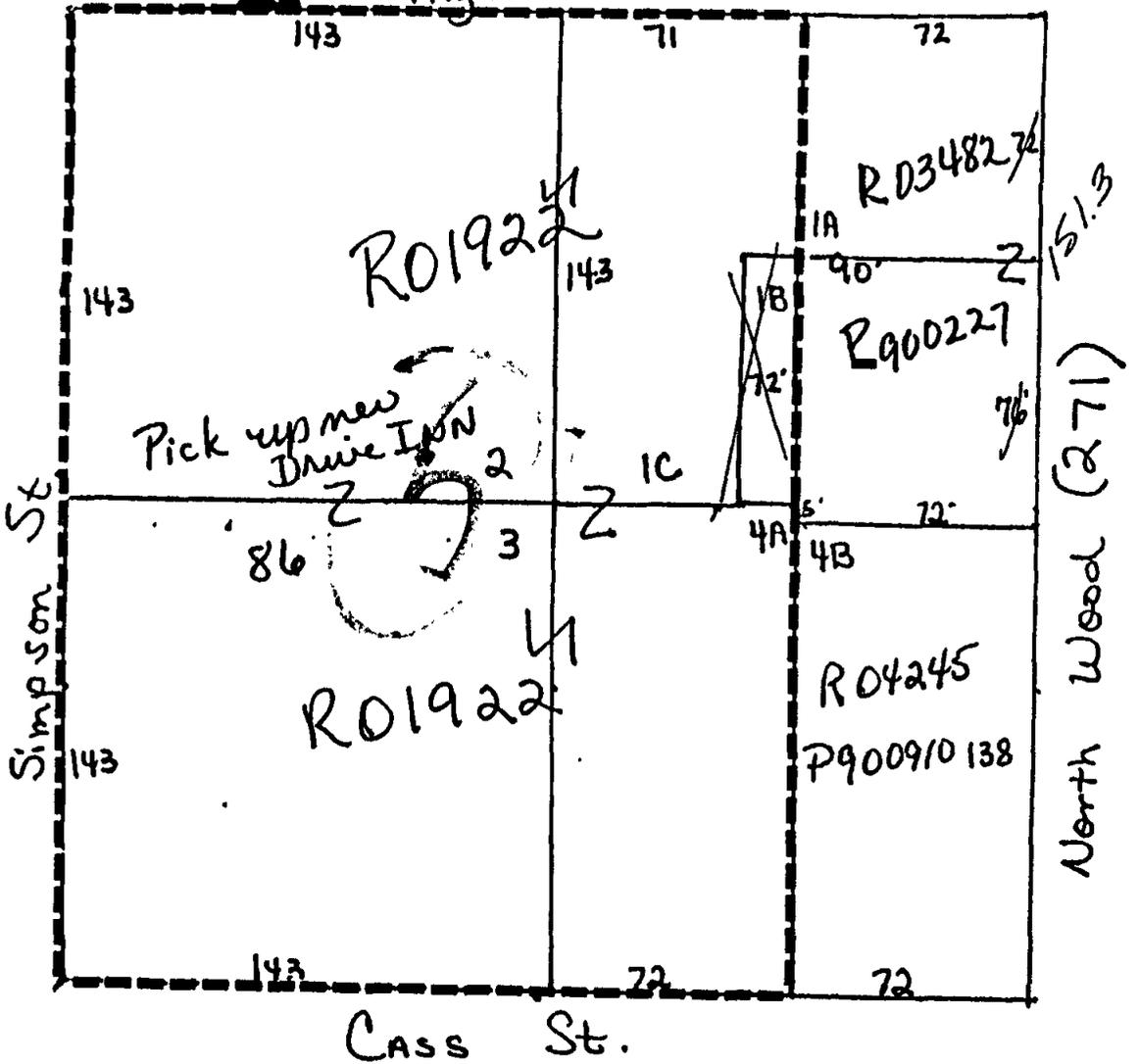
S-279 Old Town

Block 21



Tract 2  
Subject

Taylor St.



Plat Map

VOL 44 PG 14

**VOL 377 PG 20**  
**The State of Texas,**

**3712**  
**} Know All Men by These Presents:**

County of **UPSHUR**

That we, **Ruth H. Gates and husband, J. Richard Gates,**

of the County of **Upshur,** State of **Texas,** for and in consideration  
of the sum of **TEN AND NO/100** -----  
**(\$10.00)** ----- **DOLLARS**

to us in hand paid by **Farmers & Merchants National Bank,**

as follows:

**Cash to us in hand paid, the receipt of which is hereby acknowledged  
and confessed;**

**3**

have **Granted, Sold and Conveyed,** and by these presents do **Grant, Sell and Convey,** unto the said  
**Farmers & Merchants National Bank,**

of the County of **Upshur,** State of **Texas,** ~~all that certain~~  
All those certain lot, tracts or parcels of land more particularly  
described as follows:

**Lots Seven A (7-A) and Seven B (7-B), Block Thirty-Two (32), of the  
original Plat and Plan of the City of Gilmer, Upshur County, Texas.**

The State of Texas,

3621

VOL 377 PG. 113

County of UPSHUR

} Know All Men by These Presents:

That we, L. Wayne Fennell and wife, Alma Ruth Fennell,

of the County of Upshur, State of Texas, for and in consideration

of the sum of TEN AND NO/100-----

(\$10.00)----- DOLLARS

to us in hand paid by Farmers & Merchants National Bank

as follows:

Cash to us in hand paid, the receipt of which is hereby acknowledged and confessed;

4

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Farmers & Merchants National Bank,

of the County of Upshur, State of Texas, all that certain lot, tract or parcel of land, being all of Lot No. 6, Block No. 32, of the Original Town of Gilmer, Upshur County, Texas, conveyed by First National Bank to V. E. Todd by deed dated September 15, 1937, and recorded in Volume 130, page 585, Upshur County Deed Records.

VOL 377 PG 113

VOL 44 PG 16

5358 VOL 404 PG 471

The State of Texas,  
County of UPSHUR

Know All Men by These Presents:

That we, Melba Bailey, joined by her husband, James Bailey,

of the County of Harrison, State of Texas, for and in consideration

of the sum of SEVENTY-FIVE THOUSAND AND NO/100 -----

(\$75,000.00)----- DOLLARS

to us paid, and secured to be paid, by Gilmer National Bank,

as follows:

\$22,500.00 cash to us in hand paid, the receipt of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by grantee of its one certain promissory vendor's lien note of even date, payable to the order of grantor Melba Bailey at Gilmer, Texas, in the principal sum of \$52,500.00, in three (3) annual installments of \$17,500.00 each, the first of such installments being due and payable on or before the 29th day of August, 1980, and a like installment due and payable on or before the 29th day of each succeeding August thereafter until fully paid. This note shall bear no interest. Said note contains the usual acceleration of maturity clause in the event of default in the payment of any installment of principal when due and also contains the usual 10% attorney's fee provisions in the event same is placed in the hands of an attorney for collection or is collected by suit, through probate or bankruptcy proceedings;

5

VOL 404 PG 472

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

Gilmer National Bank

of the County of Upshur, State of Texas, ~~at the county~~

All those certain lots or parcels of land located and situated in Block No. 21, of the City of Gilmer, Texas, and more particularly described as follows:

- (1) The West one-half (1/2) of Lots One (1) and Four (4), Block Twenty-One (21) of the City of Gilmer, Upshur County, Texas, as shown by plat duly recorded in the Deed Records of Upshur County, Texas.
- (2) All of Lots Nos. Three (3) and Four (4), Block No. Twenty-One (21) of the City of Gilmer, Upshur County, Texas, as shown by plat duly recorded in the Deed Records of Upshur County, Texas.

Grantee herein shall have the right to remove any and all improvements situated on the lands hereinabove described without the necessity of securing the consent of grantors herein, or either of them.

VOL 429 PG 128

3574

The State of Texas,

Know All Men by These Presents:

County of UPSHUR

That we, C. H. Roberts, Jr., whose mailing address is P. O. Box 209, Gilmer, Texas 75644, and R. C. Roberts, whose mailing address is P. O. Box 640, Gilmer, Texas 75644

of the County of Upshur State of Texas for and in consideration

of the sum of Ten and No/100 (\$10.00)-----

and other good and valuable considerations ----- DOLLARS

to us in hand paid by Gilmer National Bank, whose mailing address is P. O. Box 460, Gilmer, Texas 75644

as follows:

Cash to us in hand paid, the receipt of which is hereby acknowledged and confessed;

6

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

of the County of Upshur, State of Texas all that certain parcel, lot or track of land described as follows:

Beginning at the Northeast corner of Lot 5, Block 32, City of Gilmer, Texas, said point of beginning also being the Northeast corner of a portion of said Lot 5, Block 32, now owned by C. H. Roberts, Jr. and R. C. Roberts:

Thence West approximately ten (10) feet to the most Northern and Eastern Northwest corner of that portion of said Lot 5, Block 32, owned by C. H. Roberts, Jr. and R. C. Roberts, said Northwest corner also being an inside corner of a lot or tract of land owned by Gilmer National Bank:

Thence South approximately twenty (20) feet to an inside corner of that portion of said Lot 5, Block 32, owned by C. H. Roberts, Jr. and R. C. Roberts, which is also an inside corner of a lot or tract of land owned by Gilmer National Bank:

Thence East approximately ten (10) feet along a line which is an extension of the most Southerly North boundry line of that protion of Lot 5, Block 32, owned by C. H. Roberts, Jr. and R. C. Roberts to the East boundry line of said Lot 5, Block 32:

Thence North approximately twenty (20) feet along the East boundry line of said Lot 5, Block 32, to the point of beginning.

FILED  
REX A SHAW  
CORP. L.P.P.K.  
95 MAY 15 AM 8:58  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_ DEPUTY

C. H. Roberts, Jr.  
C. H. Roberts, Jr.

R. C. Roberts  
R. C. Roberts

R. C. Roberts

**SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS**

**PROPERTY ADDRESS:** NW corner Cass and Titus Streets, Gilmer,  
Texas 75644

**LEGAL DESCRIPTION:** Lots 1-4 and 5-A, Block 32, City of Gilmer,  
Upshur County, Texas

**SITE SIZE:** 0.4826 acres or 21,020 square feet

**IMPROVEMENTS:** 7,568 square foot two-story brick veneer office  
building used as a Commercial Bank

**DATE OF APPRAISAL:** May 1, 1995

**HIGHEST AND BEST USE:**

"AS IF VACANT" - Future commercial development  
"AS IMPROVED" - As improved

**ESTIMATED SITE VALUE CONCLUSION:** \$ 42,000

**COST APPROACH ESTIMATE:** \$394,000

**SALES COMPARISON ESTIMATE:** \$329,000

**INCOME APPROACH ESTIMATE:** \$353,000

**FINAL ESTIMATE OF DEFINED VALUE:** \$330,000

**SCOPE OF THE APPRAISAL**

The scope of this appraisal includes an inspection of the subject site by the appraiser(s). Measurements were taken of the outside perimeter walls to determine the size of the improvements. The neighborhood was inspected and general data gathered concerning amenities, market perceptions and trends. Comparable land sales, improved sales and information on rentals were gathered from the neighborhood and beyond when necessary. All data used was verified and each comparable was viewed by the appraiser or by at least one appraiser if there was more than one involved with this assignment.

The available data was analyzed to arrive at conclusions to value considering the Cost Approach, Income Capitalization Approach and the Sales Comparison Approach. The results of each approach were reconciled to the estimated final value conclusion. The entire analysis and preparation of this report was performed by the appraiser(s) who signed the report unless otherwise noted.

**PURPOSE AND FUNCTION OF THE APPRAISAL**

The purpose of this appraisal is to estimate the "Market Value" of the fee simple interest in the subject including improvements as of the date of the appraisal. The function of this appraisal is to aid the client in evaluating a proposed sale or alternative disposition of the subject.

**DATE OF VALUE ESTIMATE**

The effective date of the market value estimate is May 1, 1995. The subject site and surrounding area were inspected on this date.

**PROPERTY RIGHTS APPRAISED**

The title to the subject property is assumed to be fee simple, the most complete form of ownership. The subject is owner occupied and there are no known existing leases applicable. A fee simple estate is absolute ownership unencumbered by any other interest or estate subject only to the four powers of government which are, taxation, eminent domain, police power, and escheat.<sup>1</sup>

There is certain personal property in the form of banking equipment that is not included in the analysis or market value estimate. Some of this equipment is readily removable but there are built-ins which would likely remain with the real estate.

---

<sup>1</sup>THE DICTIONARY OF REAL ESTATE APPRAISAL, 2nd Edition, 1989, page 120, American Institute of Real Estate Appraisers.

### DEFINITION OF VALUE

Market Value is the major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined. Continual refinement is essential to the growth of the appraisal profession. The current economic definition of market value can be stated as follows:

"Market value" means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and acting in what they consider their own best interest;
- (3) A reasonable time is allowed for exposure in the open market;
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This appraisal has been prepared to comply with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and with Federal Appraisal Regulation 12 C.F.R. Part 564. It is also intended to comply with the Standards of Professional Appraisal Practice of the Appraisal Institute.

### IDENTIFICATION OF THE PROPERTY

The subject consists of a 7,568 square foot commercial bank building. The total site area of the is approximately 0.4826 acres or 21,020 square feet. The legal description is Lots 1-4 and 5A, Block 32, City of Gilmer, Upshur County, Texas.

The subject is generally located one block northeast of the Upshur County Courthouse on Cass Street and Titus Street. It has access frontage on several different roadways. It is in the 903 telephone area code and the area postal zip code is 75644.

**ENVIRONMENTAL CONSIDERATIONS**

The appraiser(s) is aware of the need to inform the client of, and to consider the impact of, any apparent adverse environmental conditions that are known to the appraiser(s) or that were detected during the inspection of the subject. There were no adverse environmental conditions noted during the routine inspection of the subject by the appraiser(s). However, the appraiser(s) is not qualified to detect most adverse environmental conditions and it is not known if any of these conditions exist on or near the subject.

It is recommended that the subject be inspected by a qualified expert in this field if there are any questions about possible adverse environmental conditions. The appraisal is completed as though no adverse conditions exist on or nearby that might negatively affect the subject. This disclaimer is a condition of this report and is discussed further in the assumptions and limiting conditions section of this report.

**AMERICANS WITH DISABILITIES ACT**

The Americans with Disabilities Act (ADA) was signed into law on July 16, 1990. It is described by its sponsors as "the most significant civil rights bill to pass Congress in a quarter century". It will provide civil rights protection and open up opportunities to an estimated 43 million Americans with disabilities. This brief summary is included in this report because it appears that certain provisions of the Act could influence the value of real estate which does not meet the minimum standards.

Title III of the ADA prohibits discrimination against persons with disabilities in their use of public accommodations such as restaurants, hotels, theaters, doctors' offices, pharmacies, grocery stores, schools, parks and other similar establishments, effective January 26, 1992. Physical barriers in existing public accommodations must be removed and made structurally accessible, provided the changes can be done without much difficulty or expense.

Alterations to public accommodations must be readily accessible to and usable by persons with disabilities, including those who use wheelchairs, by January 26, 1992. The appraiser is not qualified to determine if the subject of this report is in full compliance with the ADA. It is recommended that the subject be inspected by a qualified expert in this field if there are any questions concerning the applicability of this law or its possible adverse influence on the subject. This report is completed as if there are no adverse conditions that will require correction.

**PROPERTY HISTORY**

Title to the subject appears to presently be in the name of Gilmer National Bank. This record of ownership is assumed correct, however, no extensive title search for liens was conducted and no warrants are made as to ownership, judgments, easements, encumbrances or other adverse conditions. Only apparent conditions are included in the valuation analysis.

**REGIONAL AND CITY DATA**

The subject is in the city limits of Gilmer, Texas, which is the county seat of Upshur County. Upshur County is located in Northeast Texas approximately 30 miles south of Interstate Highway 30 and 11 miles north of Interstate Highway 20. Other highways that provide access to the area are US 271, 80 and 259 and State 154, 155 and 300. The nearest airport is in Longview, 35 miles southeast.

Some of the major employers providing jobs for the area are Dean Lumber, Rob-Roy Industries, Gilmer Potteries, Air Max and Steel Country Threaders. The labor market for the area covers a 35-mile radius including Upshur, Smith, Gregg, Marion, Morris, Camp and Wood counties. Total work force is reportedly 194,167 with 174,931 presently employed. The population of Gilmer at the 1990 census was 4,882 and 31,370 for the county.

Various colleges are available within a 35-mile radius. These include Northeast Texas Community College in Mt. Pleasant, Kilgore Jr. College, Tyler Jr. College, University of Texas at Tyler, Jarvis Christian College in Hawkins, Ambassador College in Big Sandy, LeTourneau University in Longview and East Texas Baptist University. There is also a vocational school in Gilmer.

A copy of the Community Profile for Gilmer is located in the addenda section of this report.

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

vol 47 pg 23

TO: THE UPSHUR COUNTY COMMISSIONERS COURT  
COUNTY OF UPSHUR  
GILMER, TEXAS

PRECINCT 4  
DATE 5-8-95

Formal notice is hereby given that Kenneth B. Dooling  
whose principal address is 3009 Keystone, Longview, Tx. 75604  
does propose to place a Culvert  
within the ROW of County Road Arrowwood Rd.  
as follows:

Culverts will be at Holmes Concrete  
843-2594 Business Phone

The location and description of the proposed lines or apperten-  
ances is more fully shown by three (3) copies of drawings  
attached to this application.

All work will be as directed by the County Commissioner or his  
designate in full accordance with Upshur County Road and  
Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after  
\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

NAME Kenneth B. Dooling  
TITLE \_\_\_\_\_  
ADDRESSE \_\_\_\_\_

FILLED  
REXAN SIMON  
COUNTY CLERK  
95 MAY 15 AM 8:59  
UPSHER COUNTY, TX.  
BY \_\_\_\_\_  
OFFICIAL

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMISSIONERS COURT  
COUNTY OF UPSHUR  
GILMER, TEXAS

PRECINCT 1  
DATE 5-9-95

Formal notice is hereby given that Newton Hudson  
whose principal address is Henderson, Tx 215 Ave 29 South  
does propose to place a Culvert 75652  
within the ROW of County Road Bob White Rd  
as follows:

903-365 8999

The location and description of the proposed lines or appertenances is more fully shown by three (3) copies of drawings attached to this application.

All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road and Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

NAME G. Lindsay

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

FILED  
REX A. SHAW  
COUNTY CLERK  
95 MAY 15 AM 8:59  
Upshur County, Tx.  
BY \_\_\_\_\_ DEPUTY

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

VOL 174 PG 25

TO: THE UPSHUR COUNTY COMMISSIONERS COURT  
COUNTY OF UPSHUR  
GILMER, TEXAS

PRECINCT 3

DATE APRIL 27, 1995

Formal notice is hereby given that PRITCHETT WATER SUPPLY CORP.  
whose principal address is P. O. BOX 567 GILMER, TX 75644  
does propose to place a 1" PVC WATER LINE  
within the ROW of County Road CRABAPPLE  
as follows:

PROPOSE TO INSTALL A 1" PVC WATER LINE FROM THE WEST  
SIDE OF CRABAPPLE ROAD THROUGH THE DITCH, ACROSS THE ROAD TO THE  
EAST SIDE OF THE ROAD. THE LINE WILL BE ENCASED AND AT THE DEPTH  
REQUIRED BY THE COUNTY OF UPSHUR. THIS CROSSING WILL SERVE ONE (1)  
HOUSEHOLD.

The location and description of the proposed lines or  
appertenances is more fully shown by three (3) copies of  
drawings attached to this application.

All work will be as directed by the County Commissioner or  
his designate in full accordance with Upshur County Road &  
Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after  
27 day of APRIL, 1995.

FILED  
REX A. GILMER  
COUNTY CLERK  
95 MAY 15 AM 8:59  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_ DEPUTY

NAME Robbie Arrington  
ROBBIE ARRINGTON

TITLE MANAGER

ADDRESS P. O. BOX 567 GILMER 75644

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMISSIONERS COURT  
COUNTY OF UPSHUR  
GILMER, TEXAS

PRECINCT 3

DATE APRIL 27, 1995

Formal notice is hereby given that PRITCHETT WATER SUPPLY CORP.  
whose principal address is P. O. BOX 567 GILMER, TX 75644  
does propose to place a 1" PVC WATER LINE  
within the ROW of County Road CRABAPPLE  
as follows:

PROPOSE TO INSTALL A 1" PVC WATER LINE FROM THE WEST  
SIDE OF CRABAPPLE ROAD THROUGH THE DITCH, ACROSS THE ROAD TO THE  
EAST SIDE OF THE ROAD. THE LINE WILL BE ENCASED AND AT THE DEPTH  
REQUIRED BY THE COUNTY OF UPSHUR. THIS CROSSING WILL SERVE ONE (1)  
HOUSEHOLD.

The location and description of the proposed lines or  
appertenances is more fully shown by three (3) copies of  
drawings attached to this application.

All work will be as directed by the County Commissioner or  
his designate in full accordance with Upshur County Road &  
Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after  
27 day of APRIL, 1995.

NAME

Robbie Arrington  
ROBBIE ARRINGTON

TITLE MANAGER

ADDRESS P. O. BOX 567 GILMER 75644

VOL. 74 PG. 26

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMISSIONERS COURT  
COUNTY OF UPSHUR  
GILMER, TEXAS

PRECINCT 3

DATE APRIL 27, 1995

Formal notice is hereby given that PRITCHETT WATER SUPPLY CORP.  
whose principal address is P. O. BOX 567 GILMER, TX 75644  
does propose to place a 1" PVC WATER LINE  
within the ROW of County Road CRABAPPLE  
as follows:

PROPOSE TO INSTALL A 1" PVC WATER LINE FROM THE WEST  
SIDE OF CRABAPPLE ROAD THROUGH THE DITCH, ACROSS THE ROAD TO THE  
EAST SIDE OF THE ROAD. THE LINE WILL BE ENCASED AND AT THE DEPTH  
REQUIRED BY THE COUNTY OF UPSHUR. THIS CROSSING WILL SERVE ONE (1)  
HOUSEHOLD.

The location and description of the proposed lines or  
appertenances is more fully shown by three (3) copies of  
drawings attached to this application.

All work will be as directed by the County Commissioner or  
his designate in full accordance with Upshur County Road &  
Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after  
27 day of APRIL, 1995.

NAME

Robbie Arrington  
ROBBIE ARRINGTON

TITLE MANAGER

ADDRESS P. O. BOX 567 GILMER 75644

VOL 14 PG 27



SPECIAL ROAD USE AGREEMENT CONTRACT

VOL 47 PG 29

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Bryan Ramage, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 3, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.  
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) \_\_\_\_\_  
FM 1404 on Crepe Myrtle

2.  
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.  
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 3, Upshur County.

4.  
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.  
First Party agrees to POST SURETY BOND in the amount of \$ \_\_\_\_\_ to Upshur County Commissioner's Court to insure performance of agreement.

6.  
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Bryan Ramage  
First Party Signature  
Rt. 2 Box 260F  
Street or Box  
Atlanta, Tx. 75551  
City, State and Zip Code  
903-796-6038  
Telephone  
Timber Tract

Chas L. Steel  
County Judge  
Waddis Lindsey  
Commissioner  
Tommy Staley  
Commissioner 2  
David Royl  
Commissioner 3  
Chas L. Steel  
Commissioner 4

5-11-95  
Date Signed

\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

FILLED  
REX A. CHAMBERLAIN  
COUNTY CLERK  
95 MAY 15 AM 8:50  
UPSHUR COUNTY TX  
BY

VOL 44 PG 30

**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Amoco Productions, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.  
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) \_\_\_\_\_  
Pelican and Pheasant

2.  
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.  
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing equipment & gravel from its lands located in Precinct No. 1, Upshur County.

4.  
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.  
First Party agrees to POST SURETY BOND in the amount of \$ \_\_\_\_\_ to Upshur County Commissioner's Court to insure performance of agreement.

6.  
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

[Signature]  
First Party Signature  
Box 9460  
Street or Box  
Longview, Tx. 75608  
City, State and Zip Code  
903-297-4000  
Telephone  
Timber Tract

[Signature]  
County Judge  
[Signature]  
Commissioner  
[Signature]  
Commissioner 2  
[Signature]  
Commissioner 3  
[Signature]  
Commissioner 4

5-9-95  
Date Signed

\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

FILED  
REX L. CHAPMAN  
COUNTY CLERK  
95 MAY 15 AM 8:59  
DALLAS COUNTY, TX.  
BY \_\_\_\_\_

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

VOL 117 PG 31

The undersigned J & B Trucking, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 3, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.  
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) \_\_\_\_\_  
FM 1404 on Cottonwood to Pinon

2.  
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.  
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 3, Upshur County.

4.  
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.  
First Party agrees to POST SURETY BOND in the amount of \$ \_\_\_\_\_ to Upshur County Commissioner's Court to insure performance of agreement.

6.  
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

[Signature]  
First Party Signature

Rt. 1 Box 214  
Street or Box

Bivins, Tx. 75555  
City, State and Zip Code

903-672-5650  
Telephone

Cunningham  
Timber Tract

5-9-95  
Date Signed

[Signature]  
County Judge

[Signature]  
Commissioner 1

[Signature]  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

FILED  
REX CHAW  
COUNTY CLERK  
95 MAY 15 AM 8:52  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_

VOL 44 PG 32

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Louisiana Pacific, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 3, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.  
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) \_\_\_\_\_  
Cherry, White Oak and Weeping Willow. Have been on Persimmon but  
\_\_\_\_\_ will not use anymore. There is damage on Persimmon Road.

2.  
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.  
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 3, Upshur County.

4.  
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.  
First Party agrees to POST SURETY BOND in the amount of \$ \_\_\_\_\_ to Upshur County Commissioner's Court to insure performance of agreement.

6.  
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Kurt Olson by Clita Dean  
First Party Signature

Rt. 1 Box 1690  
Street or Box  
Shelbyville, Tx. 75973  
City, State and Zip Code  
409-368-2620  
Telephone  
Am. College  
Timber Tract  
5-11-95  
Date Signed

Chas. E. McEl  
County Judge

Wade L. Jones  
Commissioner 1

Tommy Stantley  
Commissioner 2

David Royl  
Commissioner 3

Chas. E. McEl  
Commissioner 4

\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

FILED  
REX A. SHAW  
COUNTY CLERK  
95 MAY 15 AM 8:59  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

VOLUME PG 33

The undersigned Van Dusen Timber, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.  
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) \_\_\_\_\_  
From Hwy. 271 on Evergreen

2.  
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.  
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 1, Upshur County.

4.  
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.  
First Party agrees to POST SURETY BOND in the amount of \$ \_\_\_\_\_ to Upshur County Commissioner's Court to insure performance of agreement.

6.  
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Renni Staller  
First Party Signature  
4015 Valley Ranch Rd.  
Street or Box  
Longview, Tx. 75  
City, State and Zip Code  
903-236-7696  
Telephone  
Gipson  
Timber Tract  
5-12-95  
Date Signed

Charles L. Hill  
County Judge  
W. J. Linder  
Commissioner  
Tommy Stanley  
Commissioner  
David Roze  
Commissioner  
Chas. L. Hill  
Commissioner

Permit issued for a period not to exceed 90 days.

FILED  
REX A. SHAW  
COUNTY CLERK  
95 MAY 15 AM 8:59  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
REPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

VOL. 44 PG 34

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Bill Hawthorne, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 2, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 2, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.  
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) \_\_\_\_\_  
Daffodil to FM 555

2.  
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.  
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 2, Upshur County.

4.  
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.  
First Party agrees to POST SURETY BOND in the amount of \$ \_\_\_\_\_ to Upshur County Commissioner's Court to insure performance of agreement.

6.  
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Bill Hawthorne  
First Party Signature

Chas. S. Hill  
County Judge

Rt. 3 Box 467B  
Street or Box

Waddie Lundy  
Commissioner 1

Marshall, Tx. 75670  
City, State and Zip Code

Tommy Stanley  
Commissioner 2

903-935-1064  
Telephone

David Roze  
Commissioner 3

Berry  
Timber Tract

Chas. S. Hill  
Commissioner 4

5-9-95  
Date Signed

\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

FILED  
REX A. SHAW  
COUNTY CLERK  
95 MAY 15 AM 8:59  
UPSHUR COUNTY, TX.  
BY



Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 05/08/95 thru 05/19/95

PAGE 1

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
48054-AP	05/08/95	A & E MILL AND WELDING SUPPL	\$75 75	\$55 55	PCT#1-CUST#172980/CYLINDER RENTAL(AGEM(5), OX275(6))
				\$20 20	PCT#2-CUST#173000/CYLINDER RENTAL(ACEL, OX275(3))
48055-AP	05/08/95	ACE LOCK & SAFE SERVICE	\$222. 80	\$95 84	CO BLDGS-6 DUPLICATE KEYS, CYLINDER COMB CHANGE, SERVICE CALL
				\$126 96	CO BLDGS-2 DEADBOLTS, 4 DUPLICATE KEYS, LABOR, COMB. CHANGE, SERVICE CALL
48056-AP	05/08/95	AMERICAN BLDG MAINTENANCE CO	\$3,150 00	\$3,150 00	CO BLDGS-APRIL '95 JANITORIAL SERVICE
48057-AP	05/08/95	AT & T INFORMATION SYSTEMS	\$22. 21	\$8 75	TELE COMM-ACCT#7303179690001/APRIL 12 '95 BILLING
				\$8 46	SUP-#9036653909/APRIL 15 '95 BILLING
				\$5 00	CO JAIL-ACCT#7303179704001/APRIL 18 '95 BILLING
48058-AP	05/08/95	B-K BULLET CO , INC	\$355. 00	\$355 00	CO S-AMMUNITION
48059-AP	05/08/95	BAKER'S CLEANERS	\$4. 00	\$4. 00	CO S-SEW 2 PATCHES
48060-AP	05/08/95	BARRY LEWIS	\$10 00	\$10 00	CO JAIL-REIMBURSE/TCLEGGE TEST
48061-AP	05/08/95	BAXTER SALES CO , INC	\$748 70	\$171 60	CO JAIL-CUST#01-0008880/LG NEPTUNE, STAIN REMOVER, LYSOL CLNR
				\$178 30	CO JAIL-CUST#01-0008880/LYSOL CLNR; BUFF PAD, RESTORER
				\$398 80	CO JAIL-CUST#01-0008880/LG NEPTUNE, STAIN REMOVER, RESTORER; TOILET TISSUE, LUX
48062-AP	05/08/95	BOGEL SALES INC.	\$78. 00	\$78 00	CO BLDGS-ACCT#870210/DEODORANT BLOCKS
48063-AP	05/08/95	CAVENDER'S BOOT CITY	\$197. 91	\$153 93	CO JAIL-7 PR. PANTS
				\$43 98	CO JAIL-2 PR BLACK PANTS
48064-AP	05/08/95	CENTRAL UNITED LIFE INSURANC	\$847 63	\$847 63	GROUP ID#4269/APRIL '95 PAYROLL DEDUCTIONS
48065-AP	05/08/95	CLIFF'S FOOD MARKET	\$18. 80	\$7 72	PCT#1-GAS
				\$6 78	PCT#1-GAS
				\$4 30	PCT#1-WATER JUG
48066-AP	05/08/95	COM SERVICES, INC	\$199 00	\$199 00	CO TAX-TONER CARTRIDGE KIT FOR MICROFICHE
48067-AP	05/08/95	COMPLETE BUSINESS	\$162. 20	\$101 50	JP#3-CUST#LN0461/F3060 OPTIONAL CASSETTE SUP-RICOH F4415/4496 COPIES 4/21/95
				\$60 70	
48068-AP	05/08/95	DALE BURROWS	\$10 00	\$10 00	CHILD WELFARE-FOR CAUSE#358-94(ATTACH TO SUBPDENA)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
840  
841  
842  
843  
844  
845  
846  
847  
848  
849  
850  
851  
852  
853  
854  
855  
856  
857  
858  
859  
860  
861  
862  
863  
864  
865  
866  
867  
868  
869  
870  
871  
872  
873  
874  
875  
876  
877  
878  
879  
880  
881  
882  
883  
884  
885  
886  
887  
888  
889  
890  
891  
892  
893  
894  
895  
896  
897  
898  
899  
900  
901  
902  
903  
904  
905  
906  
907  
908  
909  
910  
911  
912  
913  
914  
915  
916  
917  
918  
919  
920  
921  
922  
923  
924  
925  
926  
927  
928  
929  
930  
931  
932  
933  
934  
935  
936  
937  
938  
939  
940  
941  
942  
943  
944  
945  
946  
947  
948  
949  
950  
951  
952  
953  
954  
955  
956  
957  
958  
959  
960  
961  
962  
963  
964  
965  
966  
967  
968  
969  
970  
971  
972  
973  
974  
975  
976  
977  
978  
979  
980  
981  
982  
983  
984  
985  
986  
987  
988  
989  
990  
991  
992  
993  
994  
995  
996  
997  
998  
999  
1000

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

22 MAY 1995

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 05/08/95 thru 05/19/95

PAGE 2

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
48069-AP	05/08/95	DON WALKER, Ph D	\$487 50	\$487 50	CHILD WELFARE-EBERT CASE/CT TESTIMONY
48070-AP	05/08/95	EAST TEXAS FRAME & ALIGNMENT	\$492 60	\$492 60	PCT#2-FRONT END REPAIR ON UNIT #16-PARTS, LABOR
48071-AP	05/08/95	EAST TEXAS MACHINERY	\$252 40	\$252 40	PCT#3-STARTER FOR 310-C BACKHOE; PINS
48072-AP	05/08/95	ECONOMY AUTO SUPPLY, INC.	\$22 84	\$22 84	PCT#4-TRANSMISSION FLUID; TUBES OF GREASE
48073-AP	05/08/95	ETEX TELEPHONE COOP, INC.	\$140 24	\$27 84 \$48 69 \$39 80 \$31 91	PCT#1-#734-5609/MAY 1 '95 BILLING PCT#2-#762-6266/MAY 1 '95 BILLING PCT#3-#734-5822/MAY 1 '95 BILLING PCT#4-#762-6731/MAY 1 '95 BILLING
48074-AP	05/08/95	FEDERAL EXPRESS CORP.	\$16 50	\$16 50	CO. JAIL-ACCT#1716-1325-6/ECONOMY PACKAGES
48075-AP	05/08/95	GENERAL TELEPHONE COMPANY	\$2,152 38	\$1,976 22	TELE COMM-CUST#83114/#843-3083 APRIL 19'95 BILLING \$35 23 TELE COMM-CUST#910806, #1LA-3895 APRIL 19'95 BILLING \$35 23 TELE COMM-CUST#910806/#1LA-3894 APRIL 19'95 BILLING \$38 21 TELE COMM-CUST#910807/#1FD-3891 APRIL 19'95 BILLING \$35 23 TELE COMM-CUST#910808/#1LA-3893 APRIL 19'95 BILLING \$32 26 CO. TAX-CUST#840820/1FD-2004 APRIL 19'95 BILLING
48076-AP	05/08/95	GILMER CABLE TV CO, INC.	\$63 00	\$63 00	CO. JAIL-ACCT#13891/MAY '95 MAINT.
48077-AP	05/08/95	GILMER DRUG COMPANY	\$279 29	\$48 05 \$26 72 \$7 19 \$129 94 \$67 39	CO. JAIL-JAMES RICHARDSON/PRESCRIPTION CO. JAIL-FELIPE CHAVEZ/PRESCRIPTIONS CO. JAIL-LICE TREATMENT CO. JAIL-WILLIAM HENRY/PRESCRIPTIONS CO. JAIL-KENNETH JACKSON/PRESCRIPTION
48078-AP	05/08/95	GILMER MEDICAL CENTER	\$454 50	\$227 25 \$227 25	CO. JAIL-FRANKLIN JACKSON 11/LAB; EMG RM; PRO FEE CO. JAIL-ACCT#060120001 000950816159/FRANKLIN JACKSON(DRUG SCREEN; VENIPUNCTURE; ALCOHOL LAB EXAM; PRO FEE
48079-AP	05/08/95	GILMER OFFICE CENTER	\$123 96	\$5 75 \$6 75 \$49 90 \$28 08 \$15 98 \$17 50	CO. EXT-PAPER; ERASERS JP#2-BINDERS CO. S-SELF ADHESIVE FASTENERS(2,000) CO. LIB-LIFT OFF TAPES CO. JAIL-DUST OFF CO. TAX-SELF INKING STAMP

VOL 44 pg 37

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 05/08/95 thru 05/19/95

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
48080-AP	05/08/95	GILMER SEED & FEED COMPANY	\$53 00	\$53 00	PCT#2-(1)18"X24"CULVERT BAND
48081-AP	05/08/95	GREGG COUNTY SHERIFF OFFICE	\$150 00	\$150 00	CHILD WELFARE-CAUSE#358-94/MISTIE MOORE, CHILD(SERVICE FEES)
48082-AP	05/08/95	H&D TIRE & AUTOMOTIVE	\$1,102 99	\$19 69	PEER-PAINT
				\$8 40	CO BLDG-OIL
				\$242 76	PCT#1-TRUCK #116-TIRES, RECYCLE FEE, TUBES
				\$3 84	PCT#2-LIGHT BULBS, MARK-OFF TAPE
				\$179 00	PCT#1-JACK STANDS
				\$2 57	CO BLDG-SWIVEL SNAP, PINS
				\$3 72	PCT#3-STUD NUTS
				\$11 03	CO BLDG-BOLTS, LOCK, BOLT, SAFETY HASP (2 1/2 IN)
				\$29 70	PCT#1-ANTIFREEZE
				\$12 58	PCT#1-LIGHT
				\$1 69	CO BLDG-GRINDER WHEEL
				\$4 00	CO S-LABOR
				\$151 12	PCT#2-TIRE, RECYCLE FEE, TUBE
				\$4 94	CO BLDG-KEYS (7)
				\$2 21	PCT#1-BOLT
				\$6 00	CO S-LABOR TO MOUNT TIRE(UNIT #10)
				\$54 36	PCT#1-CARBURATOR KIT UNIT #116, OIL GAUGE, VOLT METER, TEMPERATURE GAUGE
				\$8 64	CO BLDG-SURGE PROTECTOR, SAFETY GLASSES
				\$104 00	PCT#3-TIRES, RECYCLE FEE
				\$13 36	CO S-WIRE (DODGE TRUCK); WIRE LUGS, ELECTRICAL TAPE
				\$31 31	PCT#2-FUEL PUMP,ORING
				\$1 64	J CTR-THREADED CAP
				\$2 32	PCT#1-(FOR ROLLER) U-BOLT
				\$2 56	J CTR-THREADED CAP, NIPPLE
				\$187 68	PCT#1-TIRES, RECYCLE FEE, TUBES
				\$1 50	PCT#1-(FOR ROLLER) LOCK RINGS
				\$10 40	J CTR-POP-UP SPRAYERS, SPRAYER
				\$1 97	CO BLDG-DOOR PULL(FOR ROCK BLDG)
48083-AP	05/08/95	HERBERT L. YOUNG	\$10,267 65	\$43 44	PCT#1-2,3,4-(48)gals DIESEL(BOOM-AX MACHINE)
				\$13 46	CO S-(13)gals. GAS
				\$850 03	PCT#2-(835)gals. UNLEAD PREM. GAS
				\$2,043 96	PCT#3-(1690)gals DIESEL(945)gals PREM GAS
				\$2,580 68	PCT#1-(420)gals DIESEL(2175)UNLEAD PREM. GAS
				\$105 77	PCT#1-DELO. G. S. AW-68 OIL
				\$2,118 30	PCT#3-(1340)gals DIESEL(1255)INLEAD PREM. GAS
				\$66 31	PCT#2-(60)UNLEAD PREM. GAS
				\$126 53	CO MAINT-(126)gals. REG. GAS
				\$2,319 17	CO S-(360)gals LEAD REG(1771)gals UNLEAD PREM GAS
48084-AP	05/08/95	IRVIN TIRE COMPANY	\$235 28	\$38 00	CO S-UNIT#177STEMS(4), WHEEL BALANCE, LABOR

PRINTED IN U.S.A.

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

22 MAY 1995

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 05/08/95 thru 05/19/95

PAGE 4

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$199 28	CO S-UNIT#17/TIRES(4)
48085-AP	05/08/95	JAN WILLIAMS	\$5 04	\$5 04	CO LIB-REIMBURSE/MEAL@KILGORE MEETING
<del>48086-AP</del>	<del>05/08/95</del>	<del>JODAG OFFICE SUPPLY</del>	<del>\$129 00</del>	<del>\$129 00</del>	<del>COMPUTER (JP#2)COMPUTER WORK STATION</del>
48087-AP	05/08/95	K&S KWIK STOP	\$5 26	\$5 26	CO BLDGS-GASOLINE
48088-AP	05/08/95	KATHY LANGFORD	\$34 80	\$34 80	CO EXT-REIMBURSE/120mi@ 29ea 4/95
<del>48089-AP</del>	<del>05/08/95</del>	<del>KIM'S KWIK STOP</del>	<del>\$56 00</del>	<del>\$56 00</del>	<del>PEER-APRIL '95 GAS CHARGES</del>
48090-AP	05/08/95	KNOWLES LAW BOOK PUBLISHING.	\$52 22	\$52 22	DA-ACCT#-00938148/TEX CRIMINAL DEFENSE FORMS ANNOTATED
48091-AP	05/08/95	LISA VINES	\$231 34	\$231 34	JUV PROB-REIMBURSE/746mi@ 29ea, MEALS 4/95
48092-AP	05/08/95	LONGVIEW ASPHALT INC	\$1,226 28	\$634 70	PCT#4-CUST#221774/OIL SAND(24 89 TON @ \$25 50) PCT#2-CUST#221772/OIL SAND(13 42 TON @ \$22 00) PCT#2-CUST#221772/OIL SAND(13 47 TON @ \$22 00)
48093-AP	05/08/95	LONGVIEW CLUTCH & DRIVE SHAF	\$160 45	\$160 45	PCT#3-CLUTCH, PRESSURE PLATE & BEARING FOR UNIT #913
48094-AP	05/08/95	LONGVIEW GLASS CO	\$138 00	\$138 00	J CTR-PLEXIGLASS
48095-AP	05/08/95	LOWE'S OF LONGVIEW	\$134 69	\$134 69	J CTR-ACCT#001711/BUD&BLOOM ROSE, ROUNDUP, 2 CYCLE OIL, SPRAYER, SOD
48096-AP	05/08/95	MAIL PROS, INC	\$256 25	\$256 25	NCN DEPT-APRIL '95 MAILING SERVICES
<del>48097-AP</del>	<del>05/08/95</del>	<del>MED SHOP</del>	<del>\$40 99</del>	<del>\$40 99</del>	<del>D A-SHERRY L DAVIS/HOT CK RESTITUTION</del>
48098-AP	05/08/95	MELINDA SMITH	\$266 28	\$266 28	JUV PROB-REIMBURSE/297mi@ 29ea, MEALS, LODGING 4/95
48099-AP	05/08/95	MID-CONTINENT LIFE INSURANCE	\$36 00	\$36 00	B1153 APRIL '95 PAYROLL DEDUCTIONS
48100-AP	05/08/95	MTL INDUSTRIES, INC	\$116 00	\$116 00	CO JAIL-(400)TAMPER PROOF SCREWS
<del>48104-AP</del>	<del>05/08/95</del>	<del>NANCY THOMPSON</del>	<del>\$21 86</del>	<del>\$21 86</del>	<del>CO LIB-REIMBURSE/58mi@ 29ea, MEAL@KILGORE MEETING</del>
48105-AP	05/08/95	NATIONSBANK, NA	\$623 43	\$623 43	SUP-ACCTS#5342/APRIL24 '95-BILLING
48106-AP	05/08/95	PATRICIA HARRISON	\$360 00	\$90 00	CO CT-COURT REPORTING; 4/27/95 \$180 00 CO. CT-COURT REPORTING, APRIL 28&MAY 2 '95

PRINTED IN U.S.A.

VOL 44 PG 39

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

22 MAY 1995

Approved Disbursements  
ALL Checking Accounts

~~THE SOFTWARE GROUP, INC~~

~~Disbursements Made from 05/08/95 thru 05/19/95~~

PAGE 5

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$90 00	CO CT-COURT REPORTING/MAY 4'95
48107-AP	05/08/95	PEGUES - HURST MOTOR CO.	\$43 69	\$43 69	PCT#3-DRIVE LINE YOKE FOR UNIT #312
48108-AP	05/08/95	POSTMASTER	\$192 00	\$192 00	CCP (6)ROLLS STAMPS
48109-AP	05/08/95	PRITCHETT WATER SUPPLY CORP	\$17 69	\$17 69	PCT#1-ACCT#1406/APRIL 24'95 BILLING
48110-AP	05/08/95	GULL CORPORATION	\$588 26	\$348 86	I C -FAX PAPER, DATA BINDER INDEX; PHONE MESSAGE BOOKS, RULED PADS(8 1/2 X 11); HP LASER-TONER CARTRIDGES
				\$239 40	I C -8 1/2 X 14 COPY PAPER
48111-AP	05/08/95	R & J PAWN AND GUN	\$107 60	\$107 60	CO S-AMMUNITION
48112-AP	05/08/95	RANDY REEVES	\$417 45	\$417 45	CO EXT-REIMBURSE/1237mi@.29ea, MEALS 4/95
48113-AP	05/08/95	REEVES COUNTY AUDITOR	\$2,100 00	\$2,100 00	EMG95-DETENTION; BW 30days@ \$70 00per day
48114-AP	05/08/95	RICK'S TIRE SERVICE	\$165 00	\$85 00	PCT#1-SERVICE CALL; TIRE MOUNTS
				\$55 00	PCT#1-SERVICE CALL; FLAT REPAIR/MAINTAINER-TRK#120-LOWBOY TRAILER
				\$25 00	PCT#4-SERVICE CALL; FIX FLAT ON CAT ROAD GRADER
48115-AP	05/08/95	RONNIE MITCHELL	\$598 78	\$598 78	CJV PROB-REIMBURSE/882mi@.29ea; MEALS; TAXI
48116-AP	05/08/95	SCOTT-MERRIMAN, INC.	\$441 42	\$170 44	JP#1-CUST#UP01/SMALL CLAIMS; FOREIBLE DETAINER; THEFT BY CK; GEN COMP; FREIGHT
				\$135 49	JP#1-CUST#UP01/SMALL CLAIMS DOCKET; FREIGHT
				\$135 49	JP#1-CUST#UP01/JUSTICE CIVIL DOCKET #1; FREIGHT
48117-AP	05/08/95	SHARON WATER SUPPLY CORP.	\$14 75	\$14 75	PCT#4-ACCT#1133/APRIL 21'95 BILLING
48118-AP	05/08/95	SKINNER RADIATOR SHOP	\$40 00	\$40 00	PCT#1-CLEAN RADIATOR
48119-AP	05/08/95	SMITH OIL COMPANY	\$291 68	\$110 00	PCT#3-(1)8D 1000 AMP BATTERY
				\$181 68	PCT#2-HYD FLD; TRACTOR OIL; LG. WRENCH
48120-AP	05/08/95	SOBOL	\$25 00	\$25 00	PCT#3-CUST#551100/CYLINDER RENTAL(SM. OXY (2), LG OXY; SM ACET.)
48121-AP	05/08/95	SOUTHWESTERN BELL TELEPHONE	\$166 16	\$166 16	SUP-#883-3909/APRIL 15'95 BILLING
48122-AP	05/08/95	SPENCER-HARRIS MACHINE&TOOL	\$20 70	\$20 70	PCT#3-(120)10# 18WELDING RODS@ \$2.07ea
48123-AP	05/08/95	SPRINT	\$23 46	\$23 46	TELE COMM-CUST#131782320/APRIL 18'95 BILLING
48124-AP	05/08/95	STONE-GOODWIN FUNERAL HOME	\$240 00	\$240 00	JP#3-CHARLES&JOSHUA PITTMAN/TRANSPORT

YOU WILL PG 40

UNITED STATES

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

22 MAY 1995

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 05/08/95 thru 05/19/95

PAGE 6

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
48125-AP	05/08/95	SWIFT INDEPENDENT PACKING	\$1,135.45	\$627.06	CO JAIL-CUST#17130/ASSORTED FOODS
				\$107.71	CO JAIL-CUST#17130/ASSORTED FOODS
				\$161.57	CO JAIL-CUST#17130/ASSORTED FOODS
				\$239.11	CO JAIL-CUST#17130/ASSORTED FOODS
48126-AP	05/08/95	SYSCO FOOD SYSTEMS, INC	\$396.47	\$396.47	CO JAIL-CUST#288639/ASSORTED FOODS
48127-AP	05/08/95	T M LUMBER CO., INC	\$6.00	\$6.00	PCT#2-(40)SCREWS
48128-AP	05/08/95	TELETOUCH CORPORATION	\$96.00	\$96.00	CO S-CUST#62303/PAGERS 4/21/95
48129-AP	05/08/95	TERRY EVANS	\$11.50	\$11.50	CCP-REFUND OF DRUG SCREEN CHARGE 4/21/95
48130-AP	05/08/95	THE GILMER MIRROR	\$579.40	\$40.00	CO S-SCRATCH PAPER PADS
				\$48.60	COMM. CT-PUBLIC NOTICE/COUNTY ROAD SIGNS
				\$218.00	CO TREAS-PUBLISH QTRLY TREASURER REPORT
				\$300.80	JP#1-5,000 FEE SHEETS
				\$20.00CR	CO TREAS-DISCT ON QTRLY REPORT
48131-AP	05/08/95	TUDOR MERCANTILE CO, INC.	\$1.70	\$1.70	PCT#2-BOLTS; NUTS, WASHERS
48132-AP	05/08/95	TYLER UNIFORM CO, INC	\$15.20	\$15.20	CO S-SILVER NAMEPLATES/E KUORSVIK & R MCLENDON
48133-AP	05/08/95	UNIVERSAL TIME EQUIPMENT CO	\$75.00	\$75.00	J-CTR SMOKE DETECTOR TESTER(CANS)
48134-AP	05/08/95	UNIVERSITY OF TEXAS HEALTH	\$3,688.36	\$2,469.94	IND-DANNY B HARRIS/HOSPITAL INPATIENT
				\$1,218.42	IND-DANNY B HARRIS/HOSPITAL CARE
48135-AP	05/08/95	UPSHUR-RURAL ELECTRIC COOP,	\$119.76	\$45.76	PCT#3-ACCT#902475306/MAY 1'95 BILLING
				\$66.30	PCT#1-ACCT#31885226/MAY 3'95 BILLING
				\$7.70	WASTE-ACCT#10793251/MAY 3'95 BILLING
48136-AP	05/08/95	VARNADO FEED SERVICE	\$15.45	\$0.50	CO BLDGS-BALANCE ON LIME
				\$12.95	CO BLDGS-FERTILIZE
48137-AP	05/08/95	VINGO FOODS	\$2.07	\$2.07	CO JAIL-ONIONS
48138-AP	05/08/95	WALMART STORE #146	\$154.37	\$154.37	CO. S-35MM CAMERA, TAPE RECORDER, CASSETTE TAPES, PHOTO PROCESSING
48139-AP	05/08/95	WANDA COSTON	\$89.71	\$89.71	JP#1-REIMBURSE/199mi@.29ea, STAMPS
48140-AP	05/08/95	WEST PUBLISHING	\$17.50	\$17.50	CO S-ACCT#864-734-596/TX CT RLS STATE 95PA
48141-AP	05/08/95	WEST SIDE FURNITURE	\$383.54	\$26.95	PCT#4-CHAIN SAW BAR
				\$11.50	PCT#4-CLUTCH SPRING FOR SAW, SPROCKET, LABOR
				\$26.95	PCT#4-CHAIN SAW BAR
				\$11.00	PCT#2-SPROCKETS, SPARK PLUG

PRINTED IN USA

VOL. 47 PG 41

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 05/08/95 thru 05/19/95

PAGE 7

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
				\$268 00	PCT#4-CHAINS; SPRING, CHAIN SAW
				\$39 14	PCT#4 SAW BAR; SHIELD; SPROCKET
48142-AP	05/08/95	WESTINGHOUSE ELECTRIC	\$35.82	\$35 82	J CTR-(8)BRAKERS
48143-AP	05/08/95	WHITE SWAN, NORTH	\$131 47	\$131 47	CG JAIL-CUST#420711/ASSORTED FOODS
48144-AP	05/08/95	WILDLIFE DAMAGE HANDBOOK	\$43.00	\$43 00	CG EXT (1)CG-ROM PUBLICATION COPY
48145-AP	HC 05/08/95	GILMER NATIONAL BANK	\$200,000 00	\$200,000 00	CD#11461 PURCHASED@6.15%(53days)TO MATURE 5/30/95
48252-AP	HC 05/10/95	U S POSTMASTER	\$3,000 00	\$3,000 00	NON DPET-POSTAGE FOR MAIL PROS. INC
48253-AP	HC 05/10/95	GILMER NATIONAL BANK	\$300,000 00	\$300,000 00	CD#11471 PURCHASED@5.96%(61days)TO MATURE 7/10/95
48254-AP	HC 05/11/95	RON BENGE	\$100 00	\$100 00	CO S -EXPENSE MONEY/TRAVEL TO LIBERTY CO FOR CT HEARING
48255-AP	HC 05/11/95	POSTMASTER	\$1,369 43	\$1,369 43	CO TAX-1ST CLASS PRE-SORT(4122 @ 27 ACTS/EA), SINGLE(750 @ 32CTS/EA)
48256-AP	HC 05/12/95	DWIGHT BRANNON, TRUSTEE	\$10,000 00	\$10,000 00	ESCROW AMOUNT FOR GNB PROPERTY PER AGREEMENT
48257-AP	HC 05/16/95	GILMER NATIONAL BANK	\$2,000,000 00	\$2,000,000 00	CD#11487 PURCHASED@6.00%(90days)TO MATURE 8/14/95
48258-AP	HC 05/16/95	GILMER NATIONAL BANK	\$1,003,137 92	\$1,003,137 92	CD#11488 PURCHASED@6.07%(181days)TO MATURE 11/13/95
48259-AP	HC 05/16/95	GILMER NATIONAL BANK	\$110,873 73	\$110,873 73	CD#11489 PURCHASED@6.00%(147days)TO MATURE 10/10/95
48260-AP	HC 05/16/95	TEXAS DEPT OF TRANSPORTATION	\$5,300 00	\$5,300 00	PCT#2-1993 CHEVOLET EXTENDED CAB TRUCK
48261-AP	HC 05/19/95	FLOWERS THRIFT STORE	\$78 00	\$78 00	CG JAIL-200 LOAVES OF BREAD
Total for AP - ACCOUNTS PAYABLE			\$3,672,639.11		

701  
44  
PO  
JF

PRINTED IN USA

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

22 MAY 1995

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 05/08/95 thru 05/19/95

PAGE 8

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
196-INS	HC 05/08/95	GILMER NATIONAL BANK	\$275,000 00	\$275,000 00	CD#11460 PURCHASED @ 6 15% FOR 30 DAYS(MATURES 6/7/95)
197-INS	HC 05/08/95	ACORDIA BENEFITS OF TEXAS, I	\$16,717.38	\$16,717.38	GROUP UPS01 MONTHLY COSTS FOR MAY '95
198-INS	HC 05/11/95	ACORDIA BENEFITS OF TEXAS, I	\$4,392.91	\$4,392.91	UPS01/CLAIMS 05/04/95 CUT OFF
199-INS	HC 05/11/95	BEHRENS INCORPORATED	\$1,029.71	\$11.00 \$1,018.71	1ST QTR '95 RX CARDS (20) @ 55 GROUP#160; 5/3/95 PAYMENT REGISTER
200-INS	HC 05/18/95	BEHRENS INCORPORATED	\$1,649.00	\$1,649.00	GROUP#160; 05/12/95 PAYMENT REGISTER
Total for INS - INSURANCE			\$298,789.00		
Grand Total			\$3,971,428.11		

*Charles L. Still*  
COUNTY JUDGE, CHARLES L. STILL

*Gadde Lindsey*  
COMMISSIONER PCT#1, GADDE LINDSEY

*Tommy Stanley*  
COMMISSIONER PCT#2, TOMMY STANLEY

*David Loyd*  
COMMISSIONER PCT#3, DAVID LOYD

*Charles K. Thompson*  
COMMISSIONER PCT#4, CHARLES K. THOMPSON

FILED  
MAY 23 1995  
COURT CLERK  
UPSHUR COUNTY, TX

Vol 114 Pg 113



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS  
COMMISSIONERS COURT  
REGULAR SESSION  
MAY 8, 1995  
9:00 AM

- ✓ Approve the minutes of the meeting of 4-28-95.
- Approve the payment of the bills now due.
- Approve payroll changes.
- Accept resignation of Minnie Elwell as Election Judge in Pct. #11.
- Approve a resolution concerning TDP& R Services to allow the County Judge to act for the county to settle a lawsuit.
- Discuss Cougar control in Upshur County.
- Report on Sabine Bridge.
- Report on Big Sandy Creek Bridge right of way.
- Approve a letter in support of the Primary Health Clinic.
- Approve budget amendments.
- Discuss employee health insurance.
- Accept the Treasurer's monthly report.
- Approve permit applications for use of Upshur County right of way.
- Discuss autopsy requirements as per letter from DA Tim Cone.
- Approve financial statement.
- Discuss the 911 system with representatives from ETCOG, GTE and others.
- Approve resolution concerning tax abatement.

Charles L. Still  
County Judge

FILED  
 REC'D  
 CLERK  
 95 MAY -4 8 01 2 12  
 1995  
 BY \_\_\_\_\_