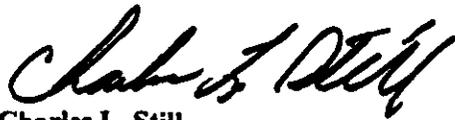


NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
DECEMBER 31, 1997, 9:00 AM, SPECIAL SESSION
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

AGENDA

1. Approve the minutes of previous meetings.
2. Consider any budget amendments and take appropriate action.
3. Consider approval of accounts payable and take appropriate action.
4. Consider any payroll changes and take appropriate action.
5. Accept for recording copies of Paying Agent/Registrar Agreement on jail improvement project bonds.
6. Discuss and take action on County space availability and how to best utilize space, discuss with various Department Heads.
7. Discuss and take action on Commissioner's Secretary position, consider abolishment of Commissioner's Secretary position that was established by Commissioner Court action on 6-30-97 by Item # 7.
8. Approve applications for use of Upshur County roads and right of way.



Charles L. Still
Upshur County Judge

RECEIVED
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COUNTY CLERK
COUNTY CLERK

UPSHUR COUNTY COMMISSIONER'S COURT

12-31-1997

COMMISSIONER'S COURT MET IN SPECIAL SESSION. ALL MEMBERS PRESENT.

1. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE MINUTES OF PREVIOUS MEETING DATED 12-22-1997. MOTION CARRIED.
2. NO ACTION TAKEN ON AGENDA ITEM CONCERNING BUDGET AMENDMENTS. THERE WERE NONE.
3. MOTION BY KENNY THOMPSON SECONDED BY TOMMY STANLEY TO APPROVE PAYMENT OF ACCOUNTS PAYABLE. MOTION CARRIED. COPY ATTACHED.
4. NO ACTION TAKEN ON AGENDA ITEM CONCERNING PAYROLL CHANGES. THERE WERE NONE.
5. MOTION BY KENNY THOMPSON SECONDED BY GADDIS LINDSEY TO APPROVE ACCEPTING FOR RECORDING PAYING AGENT/REGISTRAR AGREEMENT ON JAIL IMPROVEMENT PROJECT BONDS. MOTION CARRIED. COPY ATTACHED.
6. W. V. RAY, JUSTICE OF PEACE, PRECINCT 4, MET WITH COURT TO DISCUSS NEED FOR MORE OFFICE SPACE FOR HIS OFFICE. MR. RAY STATED THAT HE NEEDED AT LEAST TWO ADJOURNING ROOMS.
SCARLETT STINETT, FROM DISTRICT CLERK'S OFFICE, MET WITH COURT TO STATE THE DISTRICT CLERK'S OFFICE WAS IN DESPERATE NEED OF MORE SPACE.
DARRELL RAY, PROBATION OFFICER, MET WITH COURT TO DISCUSS SPACE BADLY NEEDED FOR THE ENTIRE PROBATION DEPARTMENT. MR. RAY STATED THIS DEPARTMENT NEEDED A MINIMUM OF EIGHT PRIVATE OFFICES WITH AN ADDITIONAL AREA FOR TWO SECRETARIES.
AFTER DISCUSSION BETWEEN DEPARTMENT HEADS AND MEMBERS OF COURT, JUDGE STILL ASSURED EVERYONE A WORK SHOP WOULD BE HELD ON THE REMAINING AVAILABLE SPACE IN THE VERY NEAR FUTURE.
7. MOTION BY RICK JACKSON SECONDED BY GADDIS LINDSEY TO TABLE ANY ACTION ON AGENDA ITEM CONCERNING POSITION OF COMMISSIONER'S SECRETARY POSITION UNTIL 1 12-1998. MOTION CARRIED.
8. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE THE FOLLOWING SPECIAL ROAD USE AGREEMENT CONTRACTS. PERMIT APPLICATION/ORS AND APPLICATION FOR FILLING ABANDONED WELL3:

SPECIAL ROAD USE AGREEMENT SUBMITTED BY FOREST RESOURCE RECOVERY TO HAUL LOGS ON LOREN AND COTTONWOOD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY DEAN LUMBER TO HAUL LOGS ON CHESTNUT ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY FENCE ROWE CONTRACT SUBMITTED BY FENCE ROWE TIMBER TO HAUL LOGS ON PERIWINKLE ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY FOREST RESOURCE RECOVERY TO HAUL LOGS ON OCELOT.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY TONY WILBANKS. FOREST RESOURCE RECOVERY TO HAUL LOGS ON ASPEN, RED CEDAR AND LEMON.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY J. W. MILLER TIMBER TO HAUL LOGS ON ZENNIA.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY GREG MAYES. WEYERHAEUSER TO HAUL LOGS ON COYOTE. MOTION CARRIED.

MOTION CARRIED ON ALL THE ABOVE. COPIES OF ALL THE ABOVE ATTACHED.

MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO ADJOURN. MOTION CARRIED.

ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

APPROVED THIS 12TH DAY OF JANUARY, 1998.

CS
JUDGE CHARLES STILL

Gaddis Lindsey
COMMISSIONER PCT. #1 GADDIS LINDSEY

Tommy Stanley
COMMISSIONER PCT. #2 TOMMY STANLEY

Rick Jackson
COMMISSIONER PCT. #3 RICK JACKSON

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

ATTEST:

COUNTY CLERK AND EX-OFFICIO CLERK
OF THE COMMISSIONERS' COURT OF
UPSHUR COUNTY, TEXAS

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 12/31/97 thru 01/09/98

PAGE 1

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
74833-APCA	12/31/97	360 COMMUNICATIONS	\$29 11	\$29 11	PCT#4-ACCT#GH263HT/DEC 9'97 BILLING
74834-APCA	12/31/97	ALFORD & PACE	\$146 00	\$146 00	J CTR-THERMOSTAT, FILTERBASE
74835-APCA	12/31/97	AMERICAN EXPRESS	\$399 00	\$399 00	CO JAIL-ACCT#110097/NOV 29'97 BILLING
74836-APCA	12/31/97	AMERICAN HERITAGE LIFE INSUR	\$400 35	\$400 35	CASE#47939 DEC'97 PAYROLL DEDUCTIONS
74837-APCA	12/31/97	AT & T INFORMATION SYSTEMS	\$70 86	\$24 45	TELE COMM-ACCT#7303179690001/DEC 12'97 BILLING
				\$46 43	TELE COMM-ACCT#7303179704001/DEC 18'97 BILLING
74838-APCA	12/31/97	BARRY WALLACE, ATTY	\$300 00	\$300 00	D CT-CAUSE#J-20-97/J H 12/23/97
74839-APCA	12/31/97	BAXTER SALES CO, INC	\$378 20	\$74 30	CO JAIL-CUST#100950/MOP BUCKET
				\$303 90	CO JAIL-CUST#100950/TISSUE, STAIN REMOV, SPRAYER, TRASH BAGS
74840-APCA	12/31/97	BETSY ROSS FLAG GIRLS, INC	\$629 20	\$629 20	CO BLDGS-ACCT#015162/INT HAL TRUCK, CABLE, CABO R
74841-APCA	12/31/97	BISHOP & BISHOP, P C	\$537 20	\$537 20	D CT-CAUSE#11,495 SANDRA WATUNGA DUFFEY 12/17/97
74842-APCA	12/31/97	C E G WELDING SUPPLY, INC	\$20 47	\$20 47	PCT#1-UNIVERSAL JOINT
74843-APCA	12/31/97	CALAME, LINEBARGER & GRAHAM	\$4,100 56	\$4,100 56	CO TAX-NOV'97 DELINQUENT TAX COLLECTED
74844-APCA	12/31/97	CAPITAL GRAPHICS	\$123 19	\$123 19	D CLK-DELINQUENT TAX DOCKET SHEETS, SHIPPING
74845-APCA	12/31/97	CHRISTI OGDEN	\$26 46	\$26 46	SUF-REIMBURSE/84m10 315a 11/97
74846-APCA	12/31/97	CITY OF GILMER	\$1,636 42	\$282 04	C CTH-ACCT#130274000/DEC 19'97 BILLING
				\$15 00	ROCK BLDG-ACCT#130345000/DEC 19'97 BILLING
				\$41 50	CO TAX-ACCT#120151000/DEC 19'97 BILLING
				\$15 00	911-ACCT#010076050/DEC 19'97 BILLING
				\$15 00	PORTER BLDG-ACCT#0120171000/DEC 19'97 BILLING
				\$1,261 58	J CTR-ACCT#010067500/DEC 19'97 BILLING
74847-APCA	12/31/97	COMPLETE BUSINESS	\$362 22	\$24 94	BASEMENT-CUST#LN0461/COPY COUNT CONT (1767 COPIES MADE 11/01/97-12/01/97)
				\$54 00	D JUDGE-CUST#LN0461/FAX INK
				\$18 52	CO JUDGE-CUST#LN0461/COPY COUNT CONT (1468 COPIES MADE 11/01/97-12/01/97)
				\$1 96	JP#3-CUST#LN0461/RICOH F3060(145 COPIES MADE 11/01/97-12/01/97)
				\$53 25	SUP-CUST#LNS154&LN4890/NOV 1-DEC 1'97 MAINT
				\$17 54	CO JAIL-CUST#LN0461/COPY COUNT CONT (1299 COPIES MADE 11/01/97-12/01/97)
				\$107 01	TREAS-CUST#LN0461/RICOH F4418(8137 COPIES

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Approved Disbursements
ALL Checking Accounts

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$421 00	NON DEPT-ACCT#15446/JAN'98 RADIO REPEATER MAINT
				\$11 50	COMPUTER-ACCT#19305/JAN'98 DATA LINK MAINT
74864-APCA	12/31/97	GILMER COUNSELING SERVICES	\$850 00	\$725 00	JUV PROB-NOV'97 COUNSELING
				\$125 00	CCP-NOV'97 BILLING
74865-APCA	12/31/97	GILMER DRUG COMPANY	\$76 66	\$41 29	CO JAIL-PHILIP PACE/PRESCRIPTION
				\$11 12	CO JAIL-TAMMIE PIERCE/PRESCRIPTION
				\$24 25	CO JAIL-JAMES CAMPBELL/PRESCRIPTION
74866-APCA	12/31/97	GILMER OFFICE CENTER	\$384 66	\$1 34	CO EXT-MAP PEN
				\$8 98	CO AUD-TWIST STOP CORD DETANGLER
				\$1 55	CO AUD-ACRYLIC RULER
				\$191 99	I C -LARGE PAPER CLIPS; STANDARD STAPLES, 9 X 12 CLASP ENVELOPES, 10 X 13 CLASP ENVELOPES; PUSH PINS, SECURITY ENVELOPES
				\$31 00	COMM CT-COVERED ROLDEX FILE
				\$108 00	D A -CHAIR ARMS
				\$41 70	I C -OKIDATA 320/321 PRINTER RIBBONS
74867-APCA	12/31/97	GRADY GILES	\$125 95	\$55 00	DPS-REPAIR OF COLOR PRINTER
				\$70 95	DPS-DISKJET
74868-APCA	12/31/97	GREGG CO JUVENILE PROBATION	\$240 00	\$240 00	JUV PROB-DETENTION/M A & B S NOV'97
74869-APCA	12/31/97	GRM APPLIANCE SERVICE	\$42 00	\$42 00	CO MAINT-REPLACE FUSE TO TRANSFORMER; RESET
74870-APCA	12/31/97	I DEAL COMPUTERS, INC	\$162 00	\$162 00	COMPUTER-PARTS & LABOR/256K PCI SYSTEM
74871-APCA	12/31/97	IRVIN TIRE COMPANY	\$511 52	\$255 76	CO S-UNIT#9/TIRES(4)
				\$255 76	CO S-4 TIRES
74872-APCA	12/31/97	JOE'S RESTAURANT EQUIPMENT	\$440 00	\$440 00	PCT#154-ICE MACHINE RENTAL(AUG-NOV'97)
74873-APCA	12/31/97	JOHN DEERE CREDIT	\$853 40	\$853 40	PCT#2-INV#136233/ACCT#999994161/TRACTOR BACHOE(12'97)
74874-APCA	12/31/97	JOYCE MORRISON	\$75 60	\$75 60	CO LIS-REIMBURSE/240mi @ 315ea(GARLAND MEETING)
74875-APCA	12/31/97	JUNE J BARNETT	\$180 00	\$180 00	CO CT-COURT REPORTING/12/18/97
74876-APCA	12/31/97	KERNS BAKERY	\$90 00	\$15 00	CO JAIL-20 LOAVES BREAD
				\$15 00	CO JAIL-20 LOAVES BREAD
				\$60 00	CO JAIL-80 LOAVES BREAD
74877-APCA	12/31/97	KIRBY RESTAURANT SUPPLY	\$626 55	\$516 55	CO JAIL-ACCT#7009/LABOR, ZONE, COMPRESSOR, FILT DRIER, FREON RECOVERY FEE
				\$110 00	CO JAIL-ACCT#7009/DISHWASHER SERVICE-11/16/97-12/13/97

VERIFIED BY: [Signature]

OPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

09 Jan 1998

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made From 12/31/97 thru 01/09/98

PAGE 4

CHECK #	HC Date	VENDOR	CHECK AMOUNT	INVOICE AMT	INVOICE DESCRIPTIONS
74878-APCA	12/31/97	LEON VINES	\$990 00	\$990 00	NON DEPT-INSTALL 2 A/C DUCTS, WIRING & ELECTRICAL, INSTALL TRIMMISC FINISH WORK
74879-APCA	12/31/97	LEXIS LAW PUBLISHING	\$133 81	\$133 81	LAW LIB-ACCT#1894311/BOOKS(3)
74880-APCA	12/31/97	LONGVIEW CANVAS PRODUCTS	\$35 00	\$35 00	CO BLDGS-ACCT#U005/REPAIR US FLAG
74881-APCA	12/31/97	MARY CAMPBELL	\$15 45	\$15 45	NON DEPT-REIMBURSE/POSTAGE & OVERNIGHT DELIVERY
74882-APCA	12/31/97	MED SHOP PHARMACY	\$104 17	\$104 17	CO INDIG-ACCT#2048/SALLY SISK(PRESCRIPTIONS)
74883-APCA	12/31/97	MICRO TECHNIQUES	\$399 00	\$399 00	COMPUTER-COMPUTER REPAIRS
74884-APCA	12/31/97	MID-CONTINENT LIFE INSURANCE	\$34 00	\$34 00	DEC '97 PAYROLL DEDUCTIONS
74885-APCA	12/31/97	MUELLER SUPPLY COMPANY, INC	\$2,675 27	\$2,675 27	PCT#3-BUILDING SUPPLIES
74886-APCA	12/31/97	MCDONALD ARCHITECTS	\$35,000 00	\$35,000 00	JAIL CONST-#17/PROFESSIONAL FEES 11/27/97 BILLING
74887-APCA	12/31/97	NATIONAL FAMILY CARE	\$345 50	\$345 50	ID#3152 DEC '97 PAYROLL DEDUCTIONS
74888-APCA	12/31/97	NEURCARE NETWORK, PA	\$334 35	\$334 35	IND-DANNY D GRANVILLE/MEDICAL 11/20/97
74889-APCA	12/31/97	PATRICIA HARRISON	\$180 00	\$180 00	CO CT-COURT REPORTING 12/16/97
74890-APCA	12/31/97	PEGGY S GARMON	\$250 00	\$250 00	CO CT-CAUSE#69/LETICIA ALEMAN 10/22/97
74891-APCA	12/31/97	PERSONNEL CONCEPTS LIMITED	\$283 25	\$283 25	SUP-OSHA SAFETY&LABOR LAW POSTERS
74892-APCA	12/31/97	PRICE COMPANY	\$3,750 00	\$3,750 00	PCT#3-(1)8'x40' RAILROAD TANK CAR
74893-APCA	12/31/97	PROFESSIONAL FOOD SYSTEMS	\$592 06	\$254 03 \$338 03	CO JAIL-CUST#17130/ASSORTED FOODS CO JAIL-CUST#17130/ASSORTED FOODS
74894-APCA	12/31/97	PROFESSIONAL TECHNICAL ASSIS	\$502 77	\$502 77	PCT#4-RADIO & INSTALLATION
74895-APCA	12/31/97	RADIO SHACK	\$26 98	\$26 98	CO JAIL-ACCT#100000106545/PK4 NICAD AA, NICD CHRG7CONDITION
74896-APCA	12/31/97	RED OAK TIMBER COMPANY	\$450 00	\$450 00	PCT#2-GPAVEL/75 LOADS @ \$6 00
74897-APCA	12/31/97	SHARON WATER SUPPLY CORP	\$14 92	\$14 92	PCT#4-ACCT#1133/DEC 23 '97 BILLING
74898-APCA	12/31/97	SHEPARD'S	\$610 56	\$610 56	LAW LIB-ACCT#1100062063/TX CIT CUM SUP 2X MONTH
74899-APCA	12/31/97	SOUTHWESTERN ELECTRIC POWER	\$801 18	\$81 02 \$122 11	ROCK BLDG-ACCT#406919/DEC 17 '97 BILLING ROCK BLDG-ACCT#3596699/DEC 17 '97 BILLING

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Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 12/31/97 thru 01/09/98

PAGE 5

Check #	MC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$72 60	CO LIB-ACCT#4036695/DEC 17'97 BILLING
				\$525 45	CO LIB-ACCT#8668597DEC 18'97 BILLING
74900-APCA	12/31/97	SPRINT	\$46 32	\$46 32	TELE COMM-ACCT#131782320/DEC 18'97 BILLING
74901-APCA	12/31/97	SYSCO FOOD SYSTEMS, INC	\$517 65	\$517 65	CO JAIL-CUST#288639/ASSORTED FOODS
74902-APCA	12/31/97	TAC UNEMPLOYMENT FUND	\$3,318 09	\$3,318 09	ENTITY#2300 4TH QTR PREMIUMS/QTR ENDING 12/31/97
74903-APCA	12/31/97	TEECO SAFETY, INC	\$375 00	\$375 00	DID FUND/CONST#2-(1)VEST
74904-APCA	12/31/97	TELETOUCH CORPORATION	\$153 44	\$153 44	CO S-ACCT#3062303/JAN'98 PAGER SERVICE
74905-APCA	12/31/97	TEXAS ASSOCIATION OF COUNTIE	\$1,225 00	\$1,225 00	NON DEPT-1998 ANNUAL DUES FOR UPSHUR COUNTY
74906-APCA	12/31/97	TEXAS DIST & CO ATTY ASSOC	\$25 00	\$25 00	D'A-MEMBRSHIP DUES/BARBARA L MOORE 1/98-1/99
74907-APCA	12/31/97	TEXAS STATE DIRECTORY	\$31 50	\$31 50	CO CT-'98 EDIT OF THE TX ST DIRECTORY
74908-APCA	12/31/97	THE RELIABLE CORPORATION	\$390 98	\$390 98	I C -HP LASERJET II TONER CARTRIDGE: HANDLING
74909-APCA	12/31/97	THE SOFTWARE GROUP, INC	\$40,309 70	\$208 60 \$101 10 \$40,000 00	D CLK-SYST#2341/2PART SM CO RECPTS,FREIGHT CO TREAS-W2 FORMS, 1099 FORMS, SHIPPING COMPUTER-PAYMENT ON IBM SYSTEM(PER AGREEMENT)
74910-APCA	12/31/97	THIS WAY SIGN	\$16 95	\$16 95	PCT#1-POMEGRANATE SIGN
74911-APCA	12/31/97	TRANSPORT LIFE INSURANCE COM	\$217 95	\$217 95	GROUP K44 DEC'97 PAYROLL DEDCUTIONS
74912-APCA	12/31/97	TRAVIS BODY SHOP	\$343 00	\$343 00	PCT#3-REPLACE 1200FT 5 WIRE FENCE
74913-APCA	12/31/97	TYLER UNIFORM CO, INC	\$93 01	\$69 66 \$23 35	CO S-2 SHIRTS, BARS, SHIPPING CO S-K L ROACH/TIE, BRASS, TIE TACTNAMEPLATE
74914-APCA	12/31/97	UPSHUR-RURAL ELECTRIC COOP,	\$47 54	\$5 50 \$42 04	PCT#2-ACCT#41186523/DEC 23/97 BILLING PCT#2-ACCT#91396012/DEC 23/97 BILLING
74915-APCA	12/31/97	VICKI K HAYNES	\$500 00	\$500 00	D CT-CAUSE#313-96 JO RAVEN STILL&JAMES LOWE CHILDREN 12/10/97
74916-APCA	12/31/97	VIKING OFFICE PRODUCTS	\$101 88	\$3 38 \$98 50	CO S-REPORT COVERS CO S-ACCT#1002712/REPRT CVR PRSTX LB 25072
74917-APCA	12/31/97	WALMART STORE #146	\$193 09	\$52 94 \$30 56 \$53 99 \$55 30	CO S-ACCT#188/BATTERY, TAPES CO TREAS-PHONE LINE, BOLT, KEY, C,DRK BOARD, 3-PK ROLLER COVEDR, PICTURE HANGERS SUP-ACCT#145/OFFCIE SUPPLIES CO TREAS-ALCOHOL, HEATER, AREA RUG

MEMPHIS

VOL 44 PG 582

OPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

09 Jan 1998

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 12/31/97 thro 01/09/98

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CHECK #	HC DATE	VENDOR	CHECK AMOUNT	INVOICE AMT	INVOICE DESCRIPTIONS
1883-FNB AR	CLE HC 01/07/98	GOOD SHEPHERD MED CTR	\$58 69	\$58 69	V ALFORD-MEDICAL
1884-FNB AR	CLE HC 01/07/98	WESLEY A BISHOP, DDS	\$45 00	\$45 00	C BROWN-DENTAL
1885-FNB AR	CLE HC 01/07/98	ANESTHESIA CONSULTANTS OF LO	\$500 00	\$500 00	P BROWN-MEDICAL
1886-FNB AR	CLE HC 01/07/98	GOOD SHEPHERD MED CTR	\$3,420 69	\$3,420 69	P BROWN-MEDICAL
1887-FNB AR	CLE HC 01/07/98	GILMER MEDICAL CLINIC	\$16 00	\$16 00	J CHILDRESS-MEDICAL
1888-FNB AR	CLE HC 01/07/98	GOOD SHEPHERD MED CTR	\$67 32	\$67 32	M CROMLEY-MEDICAL
1889-FNB AR	CLE HC 01/07/98	GILMER MEDICAL CLINIC	\$21 00	\$21 00	S EDWARDS-MEDICAL
1890-FNB AR	CLE HC 01/07/98	GILMER MEDICAL CLINIC	\$40 00	\$40 00	P FAILS-MEDICAL
1891-FNB AR	CLE HC 01/07/98	DAN J NICHOLS, JR, MD	\$29 00	\$29 00	S FLIPPO-MEDICAL
1892-FNB AR	CLE HC 01/07/98	DAVID MORRIS M D	\$19 00	\$19 00	J FLIPPO-MEDICAL
1893-FNB AR	CLE HC 01/07/98	JOHN W FITE, DDS	\$118 00	\$118 00	B FORTSON-DENTAL
1894-FNB AR	CLE HC 01/07/98	BERT E SHARP, DPM	\$34 60	\$34 60	F HELPENSTILL-MEDICAL
1895-FNB AR	CLE HC 01/07/98	JOHN WOLCOTT, MD	\$16 00	\$16 00	H JACKSON-MEDICAL
1896-FNB AR	CLE HC 01/07/98	EDWARD JACOBSON, MD	\$101 00	\$101 00	L JENKINS-MEDICAL
1897-FNB AR	CLE HC 01/07/98	EUGENE R FOSTER, MD	\$114 40	\$114 40	C JONES-MEDICAL
1898-FNB AR	CLE HC 01/07/98	MARY ANDREWS	\$88 74	\$88 74	G LINDSEY-MEDICAL
1899-FNB AR	CLE HC 01/07/98	GOOD SHEPHERD MED CTR	\$33 00	\$33 00	J MERIDE-MEDICAL

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VOL 49 PG 588

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Approved Disbursements
ALL Checking Accounts

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
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1900-FNB CLE HC 01/07/98	REX GRANTHAM, DDS	\$67 00	\$67 00	H MOORE-DENTAL
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1901-FNB CLE HC 01/07/98	WESLEY A BISHOP, DDS	\$269 60	\$269 60	G MOORE-DENTAL
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1902-FNB CLE HC 01/07/98	RUCKER S MURRY, MD	\$20 00	\$20 00	S MULLINS-MEDICAL
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1903-FNB CLE HC 01/07/98	WESLEY A BISHOP, DDS	\$39 00	\$39 00	W RAY-DENTAL
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1904-FNB CLE HC 01/07/98	GOOD SHEPHERD MED CTR	\$596 31	\$596 31	W RAY-MEDICAL
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1905-FNB CLE HC 01/07/98	DEBORAH PHILLIPS, MD	\$107 00	\$107 00	K ROACH-MEDICAL
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1906-FNB CLE HC 01/07/98	EUGENE R. FOSTER, MD	\$36 20	\$36 20	J STINNETT-MEDICAL
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1907-FNB CLE HC 01/07/98	EDWARD JACOBSON, MD	\$64 79	\$64 79	L VINES-MEDICAL
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1908-FNB CLE HC 01/07/98	JOHN MCKENZIE, MD	\$38 00	\$38 00	L VINES-MEDICAL
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1909-FNB CLE HC 01/07/98	RUCKER S MURRY, MD	\$20 00	\$20 00	M WYLIE-MEDICAL
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1910-FNB CLE HC 01/07/98	JONATHAN BLAU MD	\$661 00	\$661 00	S BURRIS-MEDICAL
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1911-FNB CLE HC 01/07/98	TYLER RADIOLOGY ASSOCIATES	\$922 50	\$922 50	S BURRIS-MEDICAL
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1912-FNB CLE HC 01/07/98	EAST TEXAS MEDICAL CENTER	\$4,590 68	\$4,590 68	S BURRIS-MEDICAL
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1913-FNB CLE HC 01/07/98	AARON CALODNEY MD	\$29 00	\$29 00	S BURRIS-MEDICAL
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1914-FNB CLE HC 01/07/98	MEDICAL REVIEW INSTITUTE	\$177 00	\$177 00	S BURRIS-MEDICAL
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PAYING AGENT/REGISTRAR AGREEMENT

97 DEC 31 1997
THIS AGREEMENT entered into as of November 26, 1997 (this "Agreement"), by and between Upshur County, Texas (the "Issuer"), and First National Bank, Gilmer, Texas, a banking association duly organized and existing under the laws of the United States of America, (the "Bank").

R E C I T A L S:

WHEREAS, the Issuer has duly authorized and provided for the execution and delivery of its "Upshur County, Texas, General Obligation Refunding Bonds, Series 1997", dated December 15, 1997 (the "Securities"), and such Securities are to be issued and delivered to the initial purchasers on or about December 30, 1997 in fully registered form as to the payment of principal and interest thereon; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE
APPOINTMENT OF BANK AS
PAYING AGENT AND REGISTRAR

Section 1.01. Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Bond Resolution" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the "Bond Resolution".

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Annex A attached hereto.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO
DEFINITIONS

Section 2.01. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Bank Office" means the offices of the Bank located at the address appearing on page 11 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Bond Resolution" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, certified by the Secretary or any other officer of the Issuer and delivered to the Bank.

"Fiscal Year" means the fiscal year of the Issuer, ending September 30th.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Issuer Request" and "Issuer Order" means a written request or order signed in the name of the Issuer by the County Judge, County Clerk, County Auditor and County Treasurer, any one or more of said officials, and delivered to the Bank.

"Legal Holiday" means a day on which the Bank is required or authorized to be closed.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust,

unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Resolution).

"Redemption Date" when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Bond Resolution.

"Responsible Officer" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

"Stated Maturity" means the date specified in the Bond Resolution the principal of a Security is scheduled to be due and payable.

Section 2.02. Other Definitions. The terms "Bank," "Issuer," and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01. Duties of Paying Agent. As Paying Agent, the Bank shall, provided adequate collected funds have been provided

to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date. All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the fiduciary account provided in Section 5.05 hereof, sent by United States mail, first class, postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02. Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities at the dates specified in the Bond Resolution.

**ARTICLE FOUR
REGISTRAR**

Section 4.01. Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and Bank may prescribe. All transfers, exchanges and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Certificates. The Issuer shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03. Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will

notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05. Return of Cancelled Certificates. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06. Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of Section 11 of the Bond Resolution, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an over-issuance.

In case any Security shall be mutilated, or destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost or stolen.

Section 4.07. Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01. Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02. Reliance on Documents, Etc. (a) The Bank may conclusively rely, as to the truth of the statements and

correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03. Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04. May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. Moneys Held by Bank--Fiduciary Account/ Collateralization. A fiduciary account shall at all times be kept and maintained by the Bank for the receipt, safekeeping and disbursement of moneys received from the Issuer hereunder for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for fiduciary accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such fiduciary account shall be made by check drawn on such fiduciary account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

The Bank shall be under no liability for interest on any money received by it hereunder.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for four years after final maturity of the Security has become due and payable will be paid by the Bank to the Issuer, and the Holder of such Security shall thereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such moneys shall thereupon cease.

Section 5.06. Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State and County where either the Bank Office or the administrative offices of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the

address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction to determine the rights of any Person claiming any interest herein.

Section 5.08. DT Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", effective December 12, 1994, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

**ARTICLE SIX
MISCELLANEOUS PROVISIONS**

Section 6.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on page 12.

Section 6.04. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06. Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the

parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement. This Agreement and the Bond Resolution constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Bond Resolution, the Bond Resolution shall govern.

Section 6.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FIRST NATIONAL BANK
Gilmer, Texas

BY Frank Brezner
Title:

Address: P.O. Box 520
Gilmer, Texas 75644

[SEAL]
Attest:
Judge James Dyer
Title:

(COMM. CRT SEAL)
Attest:

UPSHUR COUNTY, TEXAS

BY Chas. B. Mill
County Judge

Address: P. O. Box 730
Gilmer, Texas 75644

Ray Shaw
County Clerk

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF UPSHUR ()

The undersigned Forest Resource Recovery, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 3, Upshur County, 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) Loren, 1 mile to Cottonwood, 1 mile to hwy. 1404.

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.

Mark Wilbanks
Tony Wilbanks, Forest Resource Recovery
First Party Signature

Ch
County Judge

Rt. 1, Box 308
Street or Box

Gaddis Lindsey
Commissioner 1

Queen City, TX 75572
City, State and Zip Code

Tommy Stab
Commissioner 2

903-728-5233
Telephone

[Signature]
Commissioner 3

Cunningham
Timber Tract

[Signature]
Commissioner 4

12/22/97
Date Signed

Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
COUNTY OF UPSHUR ()

KNOW ALL MEN BY THESE PRESENTS

The undersigned Dean Lumber Company, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 3, Upshur County, 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) Chestnut Road (entire length)
app. 3/10 mi. to FM 1002.

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.

Richard Hill
Dean Lumber Company, Richard Hill
First Party Signature

P. O. Box 610
Street or Box

Gilmer, TX 75644
City, State and Zip Code

903-843-2457
Telephone

Bundick, Thompson
Timber Tract

12/22/97
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.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF UPSHUR ()

The undersigned Fence Rowe Timber, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 2, Upshur County, 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) Perwinkle Road to 155 hwy. app 2 mi.

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.

Ronnie Shepard, Fence Rowe Timber
First Party Signature

Ronnie Shepard
Rt. 3
Street or Box

Jefferson, TX 75657
City, State and Zip Code

903-665-8876
Telephone

Bailey
Timber Tract

12/19/97
Date Signed

Ch
County Judge

Charles Lunday
Commissioner 1

Tommy Stader
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
COUNTY OF UPSHUR ()

The undersigned Forest Resource Recovery, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 4, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 4, 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) Ocalot, 1/2 mi. to hwy. 852

5713381

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. 4, 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.

Mark Wilbanks
Tony Wilbanks, Forest Resource Recovery
First Party Signature

Ch
County Judge

Rt. 1, Box 308
Street or Box

Yadda Lucid
Commissioner 1

Queen City, TX 75572
City, State and Zip Code

Long Stank
Commissioner 2

903-728-5530
Telephone

[Signature]
Commissioner 3

Hendricks
Timber Tract

[Signature]
Commissioner 4

12/29/97
Date Signed

Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF UPSHUR ()

The undersigned Tony Wilbanks, Forest Resource, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 3, Upshur County, 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) Hwy. 155 to Red Cedar, 1.8 miles to Aspen. Aspen 1 mile to Lemon, Lemon 1/10 mile to hwy. 155.

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.

Mark Wilbanks
Forest Resource Recovery, Tony Wilbanks
First Party Signature

Ch
County Judge

Rt. 1, Box 308
Street or Box

Maddeh Lundy
Commissioner 1

Queen City, TX 75572
City, State and Zip Code

Tony Staker
Commissioner 2

903-728-5530
Telephone

[Signature]
Commissioner 3

Barber
Timber Tract

[Signature]
Commissioner 4

12/29/97
Date Signed

Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
COUNTY OF UPSHUR () KNOW ALL MEN BY THESE PRESENTS

The undersigned J. W. Miller Timber, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 2, Upshur County, 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) Off 726 to Zennia, right.
2 miles on left side.

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.

William J. Mullinax
J. W. Miller Timber, William Mullinax
First Party Signature

917 Hickory
Street or Box

Texarkana, AR 71854
City, State and Zip Code

870-773-2021
Telephone

Moody
Timber Tract

12/29/97
Date Signed

Ch
County Judge

Gaddis Lunday
Commissioner 1

Sony Stauter
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
COUNTY OF UPSHUR ()

KNOW ALL MEN BY THESE PRESENTS

The undersigned Greg Mayes, Weyerhaeuser, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 4, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 4, 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) off 2088 N. on Coyote, app. 1.1 miles, east side.

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. 4, 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.

Greg Mayes
Weyerhaeuser, Greg Mayes
First Party Signature

HC 74, Box 100
Street or Box

Wright City OK 75766
City, State and Zip Code

405-981-1506
Telephone

Arlis Hart
Timber Tract

12/29/97
Date Signed

eb
County Judge
Madde Smidge
Commissioner 1

Tommy Stales
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

VOL 49 PG 609

Date: 12-31-1997

COMMISSIONER COURT
ATTENDANCE SHEET

Name	City of Residence
Sen Shippard	White Oak
Mac Overton	Mirror
JOE W NEWSON	Ore City
Murray Gault	Gilmer
Glen Campbell	GILMER
Bill Bacon	County
RAY Raeder	Ore City
Dick Pottel	Ore City
Debbie Bennett	Filmer
Phillip Williams	FILMER (TYLER MORNING TELEGRAM)
Dorothy Harris	Filmer
Sandra Juel	Filmer
W. J. J.	Filmer
Frank Huddy	Filmer
Donna Huggo	Filmer
Danell M.	Gilmer
Lauren Ray	Gilmer
B. D. Cron	Gilmer
Mr M. E.	News Journal

57 FEB 21 1998