

THE STATE OF TEXAS

COUNTY OF TITUS....

On this the 14th day of Sept AD 1931 The Commissioners Court of Titus County was convened in regular session with the County Judge and all of the County Commissioners and the County Clerk present when among other business transacted, the following order was passed to wit:

Whereas, the Commissioners Court of Titus County, Texas has heretofore determined the advisability and necessity for the purchase of Road Tractor and has caused to be published a notice of the time and place when and where, the contract for the purchase of said Road Tractor would be awarded upon competitive bids and

Whereas, said notice was published in the Mt. Pleasant, Times Review a newspaper published in Mt. Pleasant, Texas, in said County which notice was published once a week for two successive weeks prior to date set for letting such contract for said machinery to wit July 17th July 24th 1931 which notice reads as follows;

Notice to Bidders:

The Commissioners Court of Titus County Texas will receive competitive bids at 10 o'clock AM on the 3rd day of Aug 1931 at the Court house in Mt. Pleasant, Texas on the following described road machinery one Crawler Type tractor size 30 to 40 and at said time and place said Court will proceed to let a contract if any bid be accepted, certified check in five per cent of amount of bid required, and the Court receive the right to reject any or all bids. If any contract is made the Court intends to issue interest bearing time warrants for all or part payment thereof, in any amount not to exceed three thousand dollars, said warrants to bear interest at the rate of six per cent per annum and the full amount of said warrants to mature at a date not later than 1935, R.T. Wilbanks County Judge Titus Co. Texas;

Whereas, this Court did at the time and place specified in said published notice received and open bids for the purchases of said road machinery, and did canvass said bids, and has determined that the bid of the R. B. George Machinery Co., Dallas Texas, has the lowest and best bid received for the purchase of One Caterpillar 30 wide Gauge Tractor Complete # PS- 13690 and it appearing that up to the time fixed for opening said bids no petition with requisite number of signatures has been presented to this Court requesting a referendum on said proposed contract, and it further appearing that the requirements of H.B. 313 enacted by the 48th Legislature at its regular session have been fully complied with in all respects, and that the awarding of this contract and the incurring of the obligations herein provided for will not exceed any constitutional or statutory limitation, and in consequence thereof this Court has entered into a contract with the said R.B. George Machinery Co., for the purchase of said machinery for the contract price of Two Thousand Six Hundred One and Fifty cents (\$2,601.50) and one Bates 40 Tractor Taken in trade, said sum of Two Thousand Six Hundred one Dollars and fifty cents (\$2,601.50) to be paid in legally issued County Road Warrants bearing interest at the rate of six per cent (6%) per annum payable Feb 15th 1932 and semi annually thereafter on Aug 15th and Feb 15th of each year said deferred payments to be evidenced by legally issued County Road Warrants, maturing \$501.50 due Feb 15th 1932, \$700.00 due Feb 15th 1933, \$700.00 due Feb 15th 1934, \$700.00 due Feb 15th 1935 And Whereas, the said R.B. George Machinery Co., has given a good and sufficient bond in full amount of the contract price, executed by the Ohio Casualty Insurance Co., Hamilton Ohio authorized to do business in the State of Texas.

And Whereas, said contract has been duly considered, and is for the best interest of Titus County:

Therefore, it is ordered by this Court that said contract be ratified, and approved and said contract is here now ratified, confirmed, approved, and adopted, and this Court declares said contract to be the act and contract of the Court and of Titus County and shall have effect according to its tenor and purport.

It is further ordered that the R.B. George Machinery Co., having furnished said tractor in accordance with the terms of its contract, and the said tractor having been inspected by this Court and found in all respects satisfactory, and it having been determined by the Court that said machinery is well worth the price agreed upon and that Titus County has received full value and consideration for the price to be paid, it is hereby accepted by said Commissioners Court and

It is further ordered that in accordance with said contract interest bearing warrants of Titus County, Texas, be issued, numbered consecutively from One (1) to Four (4) inclusive in the denomination of Seven Hundred (\$700.00) Dollars each except Warrant No 1 for \$501.50 aggregating the sum of Two Thousand Six Hundred one Dollars and Fifty Cents (\$2,601.50). They shall be dated Aug 5th 1931 and shall mature serially as follows:

Warrant Nos.	Maturity	Amount.
1	Feb 15th 1932	\$501.50
2	Feb 15th 1933	\$700.00
3	Feb 15th 1934	\$700.00
4	Feb 15th 1935	\$700.00

They shall bear interest at the rate of six (6%) per centum per annum from date until paid interest payable Feb 15th 1932 and semi annually thereafter on Aug 15th and Feb 15th of each year, which interest is a part of the contract price agreed to be paid for said machinery principal and interest payable in lawful money of the United States of America at the Continental Illinois Bank & Trust Co., Chicago, Illinois.

Said warrants shall be signed by the County judge attested and countersigned by the County Clerk Countersigned and registered by the County Auditor and registered by the County Treas.,

and the seal of the Commissioners Court shall be impressed upon each of them; the facsimile signature of the County Judge and County Clerk may be lithographed upon the interest coupons;

No-----

UNITED STATES OF AMERICA  
State of Texas  
County of Titus Road Warrant.

This is to certify that for value received the County of Titus in the State of Texas is justly indebted and hereby obligated itself to pay to the R.B.George Machinery Co., or bearer on the 15th day of Feb 1932 Continental Illinois Bank & Trust Co., Chicago, Illinois, the sum of Seven Hundred Dollars in lawful money of the United States of America, with interest thereon from date hereof, at the rate of six 6% per centum per annum, interest payable Feb 15th 1932 and semi annually interest after on Aug 15th and Feb 15th each year upon presentation and surrender of proper coupons, and the Treas., of said County is hereby authorized ordered and directed to pay said R.B.George Machinery Co., or bearer said principal sum together with interest thereon, evidenced by Coupons, attached hereto, payable at the bank above named, out of and from moneys belonging to the Special Road Warrant Fund created for the purpose, and if said sums or sums of money shall not be paid at maturity the same shall thereafter bear interest at the rate of 10% per centum per annum until fully paid and in the event of such default and claim therefor is placed in the hands of an attorney for collection or suit is instituted thereon then the said Titus County agrees to pay an additional ten 10% per centum as attorney fees. This warrant is one of a series of Four Warrants numbered consecutively from one (1) to Four inclusive in the denomination of seven Hundred (\$700.00 Dollars each except Warrant No 1 which is for \$501.50

issued to the said R.B.George Machinery Co., for the purchase of road machinery in accordance with contract of date Aug 3rd 1931 under and by virtue of the Constitution and laws of the State of Texas and pursuant to an order passed by the Commissioners Court of Titus County on the 14th day of Sept AD 1931 which order is duly recorded in Book ---at page ---at seq., of the minutes of said Court.

The date of this warrant conforming to the order above mentioned is Aug 5th 1931

And it is hereby certified and recited, that all acts conditions and things required to be done precedent to and in the issuance of this warrant have been properly done have happened and been performed, in regular and due time as required by law, and that the total indebtedness due by said County, including this warrant and all others of this series, does not exceed any constitutional or statutory limitation.

In testimony whereof, the Commissioners Court of Titus County, Texas has caused the seal of said Court to be hereto affixed, this warrant to be signed by the County Judge attested and countersigned by the County Clerk, countersigned and registered by the County Auditor, and registered by the County Treas., as of the date last above written.

R.T.Wilbanks  
County Judge Titus Co., Texas.

Attested: and countersigned:

W.R.Whitaker  
County Clerk Titus County, Texas.

Countersigned and registered County auditor -----Titus County, Texas.

Registered this the -----day of -----AD 19--

County Treasurer Titus County, Texas.

The form of interest coupon attached to each of said warrants; shall be substantially in the following form:

No-----On the 15th day of -----19-----

The County Treasurer of Titus County Texas will pay to the R. B. George Machinery Co., or bearer at the Continental Illinois Bank & Trust Co., Chicago Ill., the sum of -----  
 \$----- Dollars, out of Special Road warrant Fund said sum being -----months interest due that day on Titus County Road warrant, dated Aug 5th 1931 to which this coupon is attached and a part thereof.

Warrant No-----  
 -----  
 County Clerk- County Judge.

On the back of each of said warrants there shall be printed the following:  
 For value received, the R.B. George Machinery Co., hereby transfers sells and delivers the within warrant together with interest coupons annexed to bearer without recourse on it, and the bearer hereof is hereby subrogated to all claims liens rights and title whether at law or in equity, which are or may be secured to it by said warrant and the contract by maturity of which same was issued and the bearer hereof is authorized to collect the same and to give full receipt and acquittance therefor.

R.B. George Machinery Co.,  
 BY-----

It is Further ordered by the Commissioners Court that for the payment of the principal and interest of said warrants as same matures a fund be and the same is hereby made and created and shall be set aside out of any monies coming into the Road and Bridge Fund from what so ever source not heretofore appropriated, including Advalorum taxes, Automobile License taxes Fines Penalties Forfeitures, etc., which fund shall be used for no other purpose; that to create said fund for the payment of said principal and interest, there is hereby appropriated out of any monies coming into the Road and Bridge Fund from whatsoever source; not otherwise appropriated including the setting aside thereto monies from other clauses of funds in the Road and Bridge Fund, the following sums of money for the years here in after indicated to wit:

For the Year	Principal	Interest
1932	\$501.50	\$82.39
1933	700.00	128.00
1934	700.00	84.00
1935	700.00	42.00

Which respective sums of money shall be and are hereby set aside out of the Road and Bridge Funds of said County for said respective years and the County Treasurer shall not pay out any of said sums except for the payment of principal and interest of said warrants.

R.T. Wilbanks County Judge  
 L.O. Bowden Commr. Pre No 1  
 H.C. Harvey " " No 2  
 L.H. Wilson " " No 3  
 A.S. Lilly " " No 4

THE STATE OF TEXAS }  
 COUNTY OF TITUS.... }

I, W.R. Whitaker County Clerk and Ex-Officio Clerk of the Commissioners Court of Titus County Texas, certify that the above and foregoing is a true and correct copy of an order passed by the Commissioners Court of Titus County Texas on the 14th day of Sept AD 1931 at a regular term of said Court, at which all members thereof were present at the same appears of record in Book 4 page 515 at seq., of the Minutes of said Court.

Given under my hand and seal of said Court, this the 18th day of Sept AD 1931

W.R. Whitaker  
 County Clerk and Ex-officio Clerk of the Commissioners Court  
 of Titus County, Texas.

L.S.  
 THE STATE OF TEXAS }  
 COUNTY OF TITUS.... }

We, the undersigned, do hereby certify that we did officially sign the Titus County Road six

per cent warrants delivered herewith dated Aug 6th 1931 in the denomination of \$700.00 each except warrant No 1 which is for \$501.50 aggregating \$2,601.50 and numbered from one to four 4 inclusive being at this time to wit the date of the execution of this certificate and the delivery of said warrants.

the duly qualified and acting officers indicated there in and authorized to execute same. We do further certify that there is no litigation of any nature now pending or threatened restraining or enjoining the issuance and delivery of said warrants of the ---and collection of taxes to pay principal and interest nor in any manner questioning the proceedings and authority by which said issue is made nor affecting the validity of the warrants thereunder and

That neither the corporate existence nor boundaries of said County nor the titles of the present officers to their respective offices are being contested. We further certify that we are acquainted with the official seal of said Titus County and that same official seal is affixed to said warrants and that a correct impression of same also appears upon this certificate.

Titus County Witness our hands and official seal aforesaid at Titus Co. Tex this 8th day of Oct AD 1931

Signatures	Official Title.
	R.T. Wilbanks County Judge
	W.R. Whitaker County Clerk
	G.B. Dickson County Treasurer.

L.S.

I hereby certify that the signatures of the officers subscribing above are true and genuine.

J.R. Hart Cashier.

First Nat'l Bank Mt. Pleasant, Texas.

L. S.

THE STATE OF TEXAS }  
COUNTY OF TITUS.... }

I, G.B. Dickson County Treasurer of the County of Titus Texas hereby certify that said County of Titus has never defaulted in the payment of any of its obligations, either bonds or warrants, and that all such obligations have been promptly paid at maturity.

Witness my hand, this the 8th day of Oct AD 1931.

G.B. Dickson

County Treasurer Titus County, Texas.

THE STATE OF TEXAS }  
COUNTY OF TITUS..... }

I, W.R. Whitaker County Clerk of the County of Titus Texas, hereby certify that the attached certified record of proceedings contains a certified copy of every ordinance, resolution or order of record in the Minutes of the meetings of the Commissioners Court of Titus County, Texas affecting the issuance of the Titus County Road warrants therein described, and that there are no ordinances, resolutions, orders or minutes affecting the issuance of said warrants that are not included in said record of proceedings.

I further certify that the population of the County of Titus according to the 1930 United States census is 16030

L. S. Witness my hand and seal of said Court this the 7th day of Oct AD 1931.

W.R. Whitaker

County Clerk Titus County, Texas.

This will certify that Titus County Texas, did receive in fines, penalties interest, forfeitures, etc., for the following years, the sums of money indicated after said respective years which sums of money were applied to the road and Bridge Fund of

said County

For the Year 1929.....\$

For the Year 1930.....\$

This will further certify that said County did received from the Automobile License Fund for said respective years, the following sums of money which were applied to the Road and Bridge Fund of said County.

For the year 1929.....\$

For the year 1930.....\$

In addition to the regular 15c Constitutional Road and Bridge Tax does Titus County have a 15c Special Maintenance Tax? No.

Does Titus County have any other funds applying to the Road and Bridge Fund? No

STATE OF TEXAS

COUNTY OF TITUS

I, hereby certify that the above and foregoing statement is a true and correct account of the indebtedness of said County of every character, existing on the date above written as shown by the records in my office.

G.E. Dickson

County Treasurer-Titus County, Texas.

ATTEST:

W.R. Whitaker County Clerk Titus County, Texas.

I, Hereby certify that the above statement as to the taxable value of Titus County Texas is true and correct, as shown by the assessment rools of said County last approved.

Witness my official signature this the 8th day of Oct AD 1931.

W.A. Hayden

Tax Assessor Titus County, Texas.

THE STATE OF TEXAS

COUNTY OF TITUS....

IN THE COMMISSIONERS COURT OF TITUS COUNTY TEXAS. SEPTEMBER TERM A D 1931.

Be it rembered that on the 14th day of Sept AD 1931 at a regular meeting of the Commissioners Court of Titus County Texas, among other things the following proceedings were had, to wit: On motion of Commissioners Lilly seconded by Commissioner Wilson it was ordered by the Court that the Republic Nat'l Bank and Trust Co., of Dallas Texas release and turn over to the First Nat'l in Mt. Pleasant, Texas the following securities to wit:

\$15,000.00 City of Brownsville 5% power and water plat bonds. Republic Nat'l Banks Receipt No 4507. which are now held by said Republic Nat'l Bank and Trust Co., of Dallas, Texas in trust for the County of Titus.

Be it remembered that a quorum was present at said meeting Consisting of Commissioners, Harvey Wilson Bowden and Lilly.

The above and foregoing order was passed in open Court with the above named members present on this the 14th day of Sept AD 1931.

WER-SWAT-SPOWERS-====

COUNTY OF TITUS....

