

REGULAR SESSION

BE IT REMEMBERED, that the Commissioners' Court of Titus County, Texas, met in Regular Session at the Court House of said County in the City of Mt. Pleasant, Texas, on the 9th day of August, 1937, with the following members present, to-wit:

C. T. Neugent	County Judge
T. J. Stringfellow	Comm. Prec. #1
William Cody	Comm. Prec. #2
Ernest Brown	Comm. Prec. #3
G. C. Lunsford	Comm. Prec. #4
A. B. Gilpin	County Clerk

Motion was made by County Commissioner Stringfellow and seconded by County Commissioner Lunsford to approve the monthly report and expense account of Floyd Keith, District Clerk. The motion carried unanimously.

Motion was made by County Commissioner Stringfellow and seconded by County Commissioner Brown to approve the monthly report and expense account of A. B. Gilpin, County Clerk. The motion carried unanimously.

Motion was made by County Commissioner Lunsford and seconded by County Commissioner Brown to approve the monthly report and expense account of H. E. Wilhite, J. P. The motion carried unanimously.

THE FIRST NATIONAL BANK

Mt. Pleasant, Texas
August 9th, 1937.

Hon. Commissioner's Court, Titus County,

Mount Pleasant, Texas.

Gentlemen:

We bid $\frac{1}{4}$ th of 1% on any and all Time Deposit of the County funds of Titus County.

We agree to keep the proper records and render annually a report of the Common School funds of Titus County as is required by law.

Yours very truly,

A. G. Daniel
Executive Vice President.

(CORPORATION SEAL)

Motion was made by County Commissioner Brown and seconded by County Commissioner Stringfellow that bids be considered for the Depository of the various County Funds and also of the School Funds of the County. After careful consideration of the bids The First National Bank of Mt. Pleasant, Texas was selected as the Depository of the various Funds and also of the School Funds, having made the highest bid, of one fourth ($\frac{1}{4}$) of one per cent (1%), on the Time Deposit.

It was therefore ordered, adjudged and decreed by the unanimous vote of the Commissioners' Court that the First National Bank of Mt. Pleasant, Texas, be selected as the highest bidder, and the Depository of the various County Funds and also of the School Funds for the unexpired two-year term, and that the First National Bank pay one-fourth of one per cent to the County as interest on the daily balance.

 Motion was made by County Commissioner Stringfellow and seconded by County Commissioner Brown to approve the monthly report and expense account of J. W. Spruill, J. P. The motion carried unanimously.

 Motion was made by County Commissioner Stringfellow and seconded by County Commissioner Lunsford to grant Petition filed by W. E. Wilson, et al, for a public road, and make same a part of this order. The motion carried unanimously and the following Petition was granted:

State of Texas |
 County of Titus. |

To the Honorable Commissioners Court of Titus County, Texas:

We, the undersigned free holders of Titus County and Commissioners Precinct No. 5, represent that for the convenience of themselves and of the public generally, they desire a New Public Road to be opened, beginning at a point on the south side of the Talco and Wilkinson Road at the NW corner of a tract of land belonging to the Pan American Life Insurance Company, and the NE corner of A. P. Kirkpatrick's tract of land; thence south between the said above two tracts of land to the SE corner of said A. P. Kirkpatrick's 45 acre tract of land, thence on south on the line between said Pan American Life Insurance Company's tract and a tract of land belonging to W. E. Wilson, same being Wilson's SE corner and the Pan American Life Insurance Company's SW corner, in all about one-half mile distance in length.

Wherefore, we ask that the above described road be made a public road.

Given under our hands this the _____ day of July A.D. 1937.

W. E. Wilson
 Mrs. Bertha Wilson
 Ira Jones
 E. V. Duke
 Mrs. E. V. Duke
 Donnie Wilson
 A. O. Brown
 Mrs. J. E. Gullett
 J. A. Gullett
 Ola Kirkpatrick
 A. P. Kirkpatrick
 G. A. McPeters
 Mrs. G. A. McPeters
 Mrs. C. M. Phillips
 C. M. Phillips

 Motion was made by County Commissioner Brown and seconded by County Commissioner Lunsford to grant Petition filed by F. T. Ward et al for Public Road and same made a part of this order. The motion carried unanimously and the following petition was granted:

STATE OF TEXAS |
 COUNTY OF TITUS |

To the Honorable Commissioners' Court of Titus County, Texas:

We, the undersigned free holders of Benton Community, Titus Co., Texas, represent that for the convenience of ourselves, and the public in general, desire a new public road to be opened: This road to be 60 ft. wide and beginning at a point on the Winfield road at Mrs. M. A. Benton and George McLrmore Boundary lines, thence South to the junction of F. T. Ward and Mrs. Mattie Musick corner, thence East to the junction of the old Monticello-Winfield road, thence South approximately along the lines of the old Monticello and Winfield road to the junction of the Monticello mail route, being 1 1/2 miles more or less.

We, the undersigned owners of the land through which the road as above set forth will run, hereby consent that the same shall be opened as herein laid out, and we hereby waive all rights that we may have under the constitution and laws of this state.

Given under our hands this the _____ day of July A.D. 1937.

F. T. Ward
Mrs. M. A. Benton
W. H. Walker
Mrs. M. E. Walker
Mrs. Mattie Musick
S. H. Walker
J. K. Walker
J. W. Thompson

Motion was made by County Commissioner Lunsford and seconded by County Commissioner Brown to approve the monthly expense account of John T. Leftwich, Tex assessor & collector. The motion carried unanimously.

Motion was made by County Commissioner Lunsford and seconded by County Commissioner Stringfellow to approve the monthly report and expense account of G. R. Ard, Sheriff. The motion carried unanimously.

Motion was made by County Commissioner Brown and seconded by County Commissioner Lunsford to approve the monthly report and expense account of J. W. Edwards, J. P. The motion carried unanimously.

LEASE AGREEMENT

This lease, made this the 9th day of August, 1937, between McClure-Harris Company, of Tyler, Texas, as Lessor, and Titus County, Texas, a quasi-municipal corporation of the State of Texas, as Lessee, acting by and through its Commissioners' Court pursuant to an order duly and regularly passed on the 9th day of August, 1937,

Witnesseth that:

Whereas, the Lessee requires the use of one Allis-Chalmers Model "WK" wide gauge tractor, complete standard equipment with 18" track shoes and canopy top, for the purpose of building and maintaining roads; and whereas, there is now available, and will be available in said road and bridge fund, monies which it may lawfully spend for leasing said tractor, Serial #WK-7010, equipped with 18" track shoes and canopy top.

1. Now therefore, the Lessor in consideration of the payment of lease installments hereinafter reserved, hereby leases to Lessee one Allis-Chalmers Model "WK" Tractor, Serial #WK-7010 with said equipment for a period of seven months commencing on the 28th day of July, 1937, on the following terms:

\$100.00	Due	8/9/37	\$100.00	Due	12/13/37
100.00	"	9/13/37	100.00	"	1/10/38
100.00	"	10/11/37	\$1950.00	"	2/14/38
100.00	"	11/8/37			

2. Above payments to bear interest at the rate of 6 per cent from July 28, 1937.
3. The Lessee acknowledges receipt of said Tractor and equipment in good order and new

condition and upon the expiration of the term of this lease, (in the event the option herein-after referred to has not been exercised), or upon the prior termination of this lease, the Lessor shall be entitled to the immediate possession of said Tractor and equipment, and the Lessee shall thereupon deliver said machinery to the Lessor at Tyler, Texas, in good order and condition, ordinary wear and tear thereof excepted;

4. The Lessee shall have the right to make any reasonable and lawful use of the said Tractor and Equipment, and shall take reasonable and proper care thereof, and at its own cost and expense make all necessary repairs and replacements. In the event of any default by the Lessee in the payment of rent, or otherwise, this lease shall terminate at the option of the Lessor;

5. The Lessor hereby gives the Lessee the option to purchase said Allis-Chalmers "WK" Tractor, Serial #7010, and equipment in its then condition, at any time during the term of this lease (or within any extension or renewal thereof) or within five days thereafter for the purchase price of Twenty five Hundred ^{fifty} and no/100 Dollars (\$2550.00) and one second-hand Allis-Chalmers "WK" Tractor taken in trade, to be payable in cash or legally issued County Warrants, plus 6% interest per annum on the amount from date of this lease until such purchase price shall have been paid, from which total amount shall be deducted rentals theretofore paid. In the event said option of purchase is exercised, however, all rentals heretofore paid shall be deducted therefrom as of the dates such rental installments were paid.

6. The Lessor hereby gives the Lessee the option to renew or extend this lease at any time during the term thereof, or within five days thereafter, at a rental of \$150.00 per month and upon the same terms and conditions as herein stipulated, said renewal or extension, if any, to be endorsed upon this lease and signed by both parties hereto;

7. It is hereby expressly agreed that the Lessor shall not in any case, or under any circumstances, be held liable for any loss or damage or claims for loss or damage, of any kind or character whatsoever, to persons or property, or otherwise arising from or in any manner connected with the use or operation of said Tractor and equipment, and any and all loss or damage, and claims for loss or damage, are hereby specifically waived by the Lessee.

8. It is expressly agreed and understood that this lease does not obligate the Lessee to purchase said Tractor and equipment, or to renew this lease. It is further expressly agreed and understood that if in the future the Lessee avails itself of the option either to renew this lease or to purchase said Tractor and equipment, as herein provided, it will do so only upon the condition that at the time of exercising said option or renewing this lease it either has available for said purpose monies currently available which it will then be lawfully entitled to expend or is lawfully entitled to incur the necessary liability for the rental or the payment of the purchase price;

9. Any notice that either of the parties desire to give to the other shall be in writing and forwarded by registered mail to the last known address of the other party.

McCLURE-HARRIS COMPANY

BY D. M. McClure
Lessor

C. T. Neugent
County Judge

T. J. Stringfellow

W. J. Cody

Ernest Brown

Geo. Lunsford

Commissioners
Lessee

Attest: A. B. Gilpin
County Clerk, Titus Co. Texas.

THE STATE OF TEXAS |

THE COUNTY OF TITUS |

I, A. B. Gilpin, County Clerk and ex-officio Clerk of the Commissioners' Court of Titus County, Texas, hereby certify that the above and foregoing is a true and correct copy of Lease Agreement entered into this date by and between McClure-Harris Company, as Lessor, and the County of Titus, Texas, as Lessee, as the same appears of record in Book----, Page ---, et seq., of the Minutes of said Court.

Given under my hand and seal of said Court, this the 9th day of August, 1937

A. B. Gilpin
County Clerk and ex-officio Clerk of
the Commissioners' Court of Titus
County, Texas

(SEAL)

The above minutes read and approved in Open Court.

W. M. Meigs

County Judge.

ATTEST: _____
County Clerk.