

THE STATE OF TEXAS |
 COUNTY OF TITUS |

On this 12th day of August, 1937, the Commissioners Court of Titus County, Texas, was convened in regular session at a regular term of said Court, with all the members thereof present, viz:

C T NEUGENT	County Judge
T J STRINGFELLOW	Commissioner Precinct #1
WILLIAM CODY	Commissioner Precinct #2
ERNEST BROWN	Commissioner Precinct #3
G C LUNSFORD	Commissioner Precinct #4
A B GILPIN	County Clerk

and passed the following order:

IT APPEARING AFFIRMATIVELY that the Commissioners Court of Titus County has determined that it is to the best interest of said County and to its citizens and taxpayers, and particularly to the public roads of said County, that Titus County should purchase two leaning wheel, power controlled, 10 ft. mold board, road graders for use in the construction and maintenance of the public roads of said County;

AND IT FURTHER APPEARING AFFIRMATIVELY that the County Judge of said County has caused notice to bidders to be published once each week for at least two consecutive weeks in the - - - - -, a newspaper of general circulation published in the City of Mt. Pleasant, the County Seat of Titus County, which notice is as follows:

NOTICE TO BIDDERS

Notice is hereby given that sealed bids addressed to C T Neugent, County Judge of Titus County, at the Court House in Mount Pleasant, Texas, will be received until 10 o'clock A M on the 9th day of August, 1937, for the purchase of

Two Leaning wheel road graders, power controlled, 10 foot mold board,

to be used in the construction and maintenance of the public roads of Titus County.

It is the intention of the Commissioners Court of Titus County to issue time warrants in payment for the above described road machinery and the contract therefor in the maximum amount of \$4,000.00, bearing interest at the rate of 8% per annum, with maximum maturity date August 10, 1941.

C T NEUGENT, County Judge,
 Titus County, Texas.

AND IT FURTHER APPEARING AFFIRMATIVELY to the Court that on the date provided in said notice, to wit, the 9th day of August, 1937, the Commissioners Court of said County did receive bids for the purchase of such road machinery.

AND IT FURTHER APPEARING AFFIRMATIVELY to the Court that the bid of J D Adams Company for the sale of such two road graders for \$4,002.60 was the best bid submitted therefor, and that thereupon the Commissioners Court of said County did accept such bid and did award the contract for the purchase of such road graders to said J D Adams Company, for the purchase price of \$4,002.60, to be paid for as follows:

\$2.60 cash or cash item scrip warrant and

\$4,000 by the issuance of interest bearing time warrants as hereinafter more fully set out;

AND IT FURTHER APPEARING AFFIRMATIVELY to the Court that said two road graders have been delivered to Titus County and have been inspected by this Court and have been found to be in accordance with the agreement therefor, and that Titus County is therefore indebted to said J D Adams Company for the purchase price thereof, as herein set out;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Commissioners Court of said County that the purchase of said two road graders by Titus County from said J D Adams Company at the price of \$4,002.60 be and the same is hereby ratified and approved, and Titus County hereby acknowledges receipt of said two road graders in good condition, and hereby allows and approves the claim of said J D Adams Company in payment therefor in the sum of \$4,002.60.

IT IS FURTHER ORDERED BY THE COURT that for the purpose of paying for such two road graders, interest-bearing time warrants of said County, to be called "TITUS COUNTY ROAD MACHINERY WARRANTS, SERIES II OF 1937", be issued and made payable to J D Adams Company, or bearer, in the aggregate amount of \$4,000.00 evidencing the debt of Titus County to said contractor in payment for such road machinery.

Said warrants shall be numbered from 1 to 4 inclusive, and shall be in the denomination of \$1000 each, aggregating \$4000.

They shall be dated August 10, 1937, and shall bear interest at the rate of 5% per annum, payable February 10th and semi-annually thereafter on August 10th and February 10th each year, which interest is a part of the contract price agreed to be paid for such road machinery, and shall be evidenced by coupons attached to each of such warrants.

Principal and interest of such warrants shall be payable in lawful money of the United States of America, at the office of the County Treasurer of Titus County, at Mt. Pleasant, Texas.

They shall be made to mature serially according to the following schedule:

NUMBERS	DATE OF MATURITY	AMOUNT
1	August 10, 1938	\$1,000.00
2	August 10, 1939	1,000.00
3	August 10, 1940	1,000.00
4	August 10, 1941	1,000.00

Said warrants shall be signed by the County Judge, countersigned by the County Clerk, and registered by the County Treasurer, and the seal of the Commissioners Court of said County shall be impressed upon each of them. The coupons attached to such warrants shall be executed by the fac-simile signatures of the County Judge and the County Clerk, and shall have the same effect as if they had been signed by them.

Said warrants shall contain recitals and be substantially in the following form:

No. _____

\$1,000.00

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF TITUS
TITUS COUNTY ROAD MACHINERY WARRANT
SERIES II OF 1937

The County of Titus, in the State of Texas, for a valuable consideration, acknowledges itself indebted and hereby promises and obligates itself to pay to J D Adams Company, or bearer, at the office of the County Treasurer of Titus County at Mt. Pleasant, Texas, on the 10th day of August, 19____, the sum of

ONE THOUSAND DOLLARS

in lawful money of the United States of America, with interest thereon from the date hereof at the rate of 6% per annum, interest payable February 10th, 1938, and semi-annually thereafter on August 10th and February 10th each year, upon presentation and surrender of warrant or proper coupon; and the Treasurer of said County is hereby authorized, ordered and directed to pay to J D Adams Company, or bearer, said principal sum together with interest thereon, evidenced by the coupons attached hereto, at the above named office.

This warrant is one of a series of four warrants, numbered from 1 to 4 inclusive, in the denomination of \$1000 each, aggregating \$4000.00, issued for the purpose of evidencing the indebtedness due J D Adams Company for the purchase of road machinery for use in construction and maintenance of public roads in accordance with contract therefor, 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, which order is of record in the Minutes of said Court.

The date of this warrant, in conformity with the order above mentioned, is August 10, 1937.

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, and of the series of which it is a part, have been properly done, have happened and been performed in regular and due time, form and manner, as provided by law, and that the total indebtedness of said County, including this warrant and the entire series of which it is one, does not exceed any Constitutional or statutory limitation, and that provision has been made for the levy and collection of taxes annually for the payment of the principal and interest of this warrant, and of this series of warrants, as the same respectively mature.

IN TESTIMONY WHEREOF, the Commissioners Court of Titus County, Texas, has caused the seal of said Court to be affixed hereto and this warrant to be signed by the County Judge and countersigned by the County Clerk as of the 10th day of August, 1937, and registered by the County Treasurer.

COUNTERSIGNED:

County Judge, Titus County, Texas.

County Clerk

REGISTERED this _____ day of _____, 1937.

County Treasurer.

The form of interest coupon attached to each of said warrants shall be substantially as follows:

No. _____

\$30.00

ON THE 10TH DAY OF _____, 19____, the County Treasurer of Titus County,

Texas, will pay to J D Adams Company, or bearer, at his office at Mt. Pleasant, Texas, the sum of

THIRTY DOLLARS

being six months' interest due that date on Titus County Road Machinery Warrant, dated August 10, 1937, Warrant No. _____.

County Clerk

County Judge

On the back of each of said warrants there shall be printed the following endorsement:
For value received, the undersigned contractor hereby transfers, sells and delivers the within warrant, together with the interest coupons annexed, to bearer, without recourse, and the bearer hereof is hereby subrogated to all claims, liens, rights and titles, both at law and in equity, which are or may be secured to such contractor by said warrant, and the contract by authority of which the same was issued; and the bearer hereof is authorized to collect the same and to give full receipt and acquittance therefor.

J D ADAMS COMPANY

BY _____

IT IS FURTHER ORDERED that the County Judge and the County Clerk and the County Treasurer are hereby authorized and directed to execute and deliver the hereinbefore described warrants to J D Adams Company without any further orders of this Court.

IT IS FURTHER ORDERED BY THE COMMISSIONERS COURT OF TITUS COUNTY, TEXAS;

That to pay the interest on said warrants and create a sinking fund with which to pay the principal as it matures, a tax at a rate sufficient for said purpose is hereby levied out of the Constitutional Road and Bridge Tax, and/or the 15 cents road maintenance tax, against all taxable property in said County for the year 1937, and for each succeeding year while said warrants or any of them are outstanding;

And to pay the interest on said warrants and to create a sinking fund with which to pay the principal at maturity, such tax of and at the rate of three and one-fourth cents (3 1/4%) on each One Hundred Dollars' valuation of taxable property in said County is hereby levied for the year 1937, and the same, or so much more as may be necessary, is hereby levied for each succeeding year while said warrants or any of them are outstanding.

And there shall be calculated each year while any of said warrants are outstanding and unpaid what rate of tax is necessary to provide current interest and the required amount of the principal for such year, or proportionate part thereof, and a tax at such rate on each One Hundred Dollars' valuation of taxable property in said County within the limits permitted by the Constitution shall be levied, assessed and collected during each of said years, and said tax of and at the rate so found to be necessary for each of such years is hereby levied, and is ordered to be levied, assessed and collected.

And the taxes so levied and collected shall be applied to said purpose and to no other purpose.

G. T. Neugent
T. J. Stringfellow-
W. J. Gody-
Ernest Brown
Geo Lunsford

County Judge
Comm. Pot. #1
Comm. Pot. #2
Comm. Pot. #3
Comm. Pot. #4

The above minutes read and approved in open court.

ATTEST: _____
County Clerk.

County Judge,

THE STATE OF TEXAS: |
 COUNTY OF TITUS: |

BE IT REMEMBERED, That on the 12th day of August, A.D. 1937, the Commissioners' Court of Titus County, Texas, sitting as a Board of Equalization, convened for the purpose of reviewing all tax renditions made to Titus County for the year 1937, and after carefully reviewing all said renditions and bearing evidence as to the value of the property rendered, it is the opinion of the Board of Equalization of said Titus County, that the persons, companies and corporations named below should be cited to appear before said Board of Equalization of Titus County, at the Court House in the town of Mt. Pleasant, Texas, on the 23rd, 24th, or 25th days of August, A.D. 1937, to show cause why their renditions should not be raised or lowered, and to hear evidence pertaining to the value of properties of any of the hereinafter named persons, companies or corporations, and the County Clerk is hereby notified and directed to cite said persons, companies, or corporations to appear before the Board of Equalization of said County on the 23rd, 24th and 25th days of August, A.D. 1937.

FOR 23rd

- | | | |
|------------------------------------|-----------------------|------------------|
| Adams & Lyles | | Lockhart, Texas. |
| Arkansas Fuel Oil Co. | | Shreveport, La. |
| Bridgeport Machine Co. | | Wichita, Kan. |
| Burke, J. Afton | | Corsicana, |
| Byrd-Frost, Inc | | Dallas, |
| Continental Supply Co | | Talco |
| Dean & Addison | | Ft. Worth |
| Decker Tool & Supply Co | | Electra |
| Deep Rock Oil Corp | | Tulsa, Okla |
| Delta Drilling Co | | Tyler, |
| Empire Oil & Refining Co | | Bartlesville, |
| Leland Fikes | | Corsicana |
| Frick-Reid Supply Co. | | Tulsa, |
| Gulf Oil Corp | | Tyler, |
| Hall Lumber & Material Co | | Gladewater, |
| Halliburton Oil Well Cementing Co, | | Duncan, Okla. |
| Horne Oil Co & R C Horne | | Dallas, |
| Houston Oil Field Material Co, | | Houston |
| Howze, V E | | Shreveport, La. |
| Howze Oil Co | | " |
| JK Hughes Oil Co | | Mexia, |
| Humble Oil & Refining Co | | Houston |
| Hunt Oil Co | | Tyler, |
| Jones-O'Brien, Inc | | Shreveport, |
| Lucey Petroleum Co | | Dallas, |
| Magnolia Petroleum Co | | Dallas, |
| McCutchin Drilling Co | | Tyler, |
| National Supply Co, | | Talco |
| Oil Well Supply Co | | Dallas, |
| Omega Oil Corp., Inc | | San Antonio |
| Joe Portillo Tank Co | | Atlanta, Tex. |
| Republic Supply Co. | | Houston, |
| Sanders & Murchison | | Athens |
| Shell Petroleum Corp | | Houston |
| Shreveport Long Leaf Lumber, Inc. | | Longview, Tex. |
| Sinclair Refining Co | | Ft. Worth |
| Skelly Oil Co | | Tulsa, |
| Stanford Oil & Gas Co | | Tulsa, Okla |
| Sun Oil Co | | Dallas, |
| The Superior Oil Co | | Houston, |
| Sutton & Hawkins | | Tyler, |
| Talco Lumber Co | | Bogata, Texas. |
| The Texas Co | | Houston |
| Tide Water Associated Oil Co | | Tulsa, Okla |
| Wilson Supply Co. | | Houston, Texas. |
| Kenneth Mainard, | o/o V R Shurmon, | Ft. Worth |
| McAlester Fuel Co | " | " |
| Sabine Royalty Co | " | " |
| Sellis Petroleum Co. | " | " |
| American Liberty Pipe Line Co | o/o Carlton Meredith, | Dallas, Tex |
| Byers & Moore | " | " |
| Byers, Moore & Stephens | " | " |
| Byers, King & Pevet | " | " |
| Byers, Pounds & Moore | " | " |
| Byers, Pounds & Lillienstern | " | " |
| G M W Oil Co | " | " |
| W B Hinton | " | " |
| C E Housh | " | " |
| Housh & Thompson, Inc, | " | " |
| Howze Oil Co | " | " |
| W F Luce | " | " |
| McGlanahan & Venable Oil Co | " | " |
| Yandell Rogers | " | " |
| W. C. Windsor | " | " |

American Telephone & Telegraph Co	Dallas, Texas.
Arkansas Louisiana Gas Co	Shreveport, La.
Community Public Service Co	Ft. Worth
Humble Pipe Line Co	Houston
Southwestern Associated Telephone Co,	Lubbock
Southwestern Bell Telephone Co	Dallas
Southwestern States Telephone Co	Brownwood
Southwestern Gas & Electric Co	Marshall,
Talco Pipe Line Co	Dallas,
Western Union Telegraph Co	Dallas, Texas.

ON AUGUST 24TH,

Louisiana, Arkansas & Texas Railway Co,	Greenville,
Paris, & Mt. Pleasant Rd Road Co,	Paris,
St. Louis Southwestern Railway Co of Tex.	Tyler,
Mrs. J G Barber,	Talco
Sheppard Barber	"
W W Barber	"
Norine F. Barry	St. Louis Mo.
Geo H Barnard	Talco
Barton, J F	"
Batson, J A Est	Mt. Pleasant,
Batson, Reed & Batson	"
Belcher, C W	Talco
Belcher, J T	"
Belcher, J M	"
Belcher, Miss Nettie	"
Blackard, Fred	"
Blackburn, Mrs J H	"
Bono, G W	"
Boren, Mrs R B	Dimmitt,
Brown, A O	Talco
Candaian Exploration Co	Denver, Colo
Carr, Mrs Stanley	Paris,
Coker, Mrs M A	Talco
Cook, J T & E D	Mt. Pleasant
Cornelius, Miss Alma	Talco
Crawford, W. H.	"
Crudup, L D	Dangerfield,
Davis, N B	Talco
Davis, Pat	"
DuBose, W H Jr.	"
DuBoee, W H et al	"
Dyer, J R	Hogansport, Texas.
Edward, H T Mrs	Talco.
Fishback, Mrs Emma	Talco
Fish, J O	"
Ford, W A	Mt. Pleasant,
Foster Minerals Corp	Bartlesville, Okla.
Franks, Guy	Talco, Texas
Fry, Mrs H C et al	"
Garrett, J M	Longview, Texas.
Graf, B L	"
" C W	Talco, Tex
Hargrove, John Est	Talco,
Hargrove & McLean,	Mt. Pleasant,
Harper, Hughie	Talco,
Hazelwood, M	"
Helton, R S	"
Henderson, F C	Mt. Pleasant,
Holloway, Sam	Deport,
Hood, Mrs R S	Talco,
Hughes, W H	"
Hyde, C E	Ft. Worth,
Imperial Royalties Co	Tulsa, Okla
Johnson, Mrs L M	Abernathy, Tex.
Jones, F F	Talco
Jones, F F & D H Sanford	"
Keith, C O	Cookville,
Kelley, D R	Talco
Kelley, Mrs Elsie	"
Kelley, J W Est	"
" R R	"
King, W M	"
King & Hughes	Winfield, Texas.
Langley, C A	Talco
Leake, Mrs N A	"
Leavell, Mrs Lorna Carr	Chicago, Ill.
Lee, J R	Talco,
Linz, Clifton M.	Dallas,
Mason, John B	ELDorado, Ark.
Mitchener, C T	Talco,
Monnig Dry Goods Co	Ft. Worth
Moore, Mrs Katherine	Talco
Moore, J A	"
Moore Grocery Co	Tyler.
Moore, W C	Talco
Morris, J C	Talco
Murrie Hrs.	Gilmer,
McElroy, Billy & Herman	Talco, Texas.

McElroy, Mrs A V	Talco
McElroy, A V	"
North Central Texas Oil Co,	"
Ino	Shreveport, La.
Nugent, Mrs M E Est	Talco, Texas.
Oliver, Mrs Helen	Talco, Texas.
Osborn, Mr & Mrs J B	Talco,
Fan American Life Insurance	"
Co	New Orleans, La.
Pickers, J.P Tr.	Athens,
Pittman, J. D.	Talco
Pollard, C O	Henderson,
Pope, Mrs Cassie	Talco, Texas.
Prater, C A & J W Carter	Tyler, Texas
Rees, Mrs Laura W.	Paris,
Riddle, D A & E L	Mt. Pleasant,
Rubey, A C Jr.	Dallas,
Rutherford, P R	Houston
Saltmount Oil Co	San Antonio,
Samuel, E H	Tyler,
Sanders, Louie	Paris
Savage, Blanche	Talco.
Shaw, Miss Ulva	Talco
Sikes, J E	Talco
Sicks Hrs	"
Sims, T A	"
Small, A	"
Stevens, Clyde	"
Stevenson, Mrs Leora	"
Sullivan, W T	Talco, Texas.
Talco Townsite Co	Mt. Pleasant,
Tate, Dr R A	"
Temple, Mrs B	Paris, Texas.
Tennison, Mrs Mattie	Talco,
Thomas, S B	"
Buck Thomas,	Talco
Tidwell, S A	"
Truett, Mrs L J	McKinney,
Unsell, E	Talco
Westbrook, R A	Ft. Worth
Wilson, L E	Talco,
Wilson, Leo	"
Wilson, W E	"
Drilling Water Service Co	Talco,
Stevens Machine & Boiler	"
Works	"
Wright, J R, Teaming Contrac-	"
tor	"
Hughes, Joe D. Teaming Cont	Houston,
Leonard, H H Teaming Cont.	Talco,
White Oak Water Co	Talco, Texas.

The above minutes read and approved in Open Court.

ATTEST: _____
County Clerk.

[Signature]
County Judge.

On this the 12th day of August, 1937, came on to be considered the appointing of a depository for the County Funds for the unexpired term now in progress. After careful consideration of the bids offered, the First National Bank of Mount Pleasant, Texas, was selected as the highest bidder. The following contract was read before the Court:

COUNTY DEPOSITORY PLEDGE CONTRACT

THE STATE OF TEXAS, |
County of Titus | KNOW ALL MEN BY THESE PRESENTS:

That The First National Bank of Mount Pleasant Titus County, Texas, does hereby pledge and deposit the following securities with the Commissioners' Court of Titus County, in the amount of Seventy two thousand nine Hundred twenty five Dollars, upon the terms and conditions and for the purposes hereinafter set forth:

SECURITIES	AMOUNT
1. Federal Farm Mortgage 3% Bonds	\$ 2800.00
2. " " " 3-1/2% Bds.	\$ 500.00

Federal Farm Mortgage 3-1/3% Bds.	\$ 500.00
United States Treasury Bond.	\$ 350.00
Home Owners' Loan Corp. Bonds	\$ 3225.00
" " " " "	20,000.00
" " " " "	\$ 10,000.00
United States Treasury Bond	50.00
United States Treasury Bond	\$ 1,000.00
" " " " "	7,500.00
Home Owners Loan Corp Bonds.	10,000.00
United States Treasury Bonds	10,000.00
" " " " "	5,000.00
Home Owners' Loan Corp Bond.	1,000.00

TOTAL - - - - \$ 72,925.00

Signed, sealed and dated this the 12th day of August A. D. 1937.

The conditions of the above contract are such that, whereas, the above bounden pledgor The First National Bank in Mount Pleasant, Texas was on the 9th day of February, A. D. 1937, duly and legally chosen by the Commissioners' Court of Titus County, Texas, as County Depository for said county for a period of two years ending sixty days from the time fixed by law for the next selection of a depository, upon its bidding and agreeing to pay the County of Titus interest on daily balances kept in said depository of said County of Titus at the rate of $\frac{1}{2}$ of 1% on Time Deposits per cent per annum, said interest payable monthly.

NOW, THEREFORE, if the above bounden pledgor The First National Bank in Mount Pleasant, Texas shall faithfully do and perform all the duties and obligations devolving on it by law as the county depository of Titus County, and shall upon presentation pay checks drawn on it by the county treasurer of Titus County, Texas; shall faithfully keep and account for all funds belonging to the county which are deposited with it under the requirements of Chapter 2, Title 47, Revised Civil Statutes 1925, and amendments thereof, and shall include State funds collected by the tax collector, and shall pay the interest at the time and at the rate hereinbefore stipulated; and shall, at the expiration of the term for which it has been chosen, turn over to its successor all the funds, property, and other things of value, coming into its hands as depository, then and in that event this contract is to be and become null and void and the securities above shall be returned to the pledgor, otherwise to remain in full force and effect, hereby specially authorizing the Commissioners' Court of Titus County, Texas, to sell at public or private sale, with or without notice to the pledgor, the securities, or any part thereof, and apply the proceeds of sale to the satisfaction of any indebtedness arising by virtue of the violation of any or all the conditions of this contract.

The above provision is given in addition to any remedy the pledgee may have in any suit brought on this contract in any court in this State.

Any suit arising out of or in any way connected with this contract, shall be tried in the County of Titus and State of Texas in any Court therein having jurisdiction of the subject matter thereof.

IN WITNESS of all which we have hereunto set out hands and the said The First National Bank in Mount Pleasant, Texas has caused these presents to be signed with its name and by its president and attested and sealed with its corporate seal the day and year first above written.

(CORPORATE SEAL)

The First National Bank Mount Pleasant, Texas
By A. C. Daniel Executive Vice President

THE STATE OF TEXAS, |
County of Titus |

BEFORE ME, The Undersigned Authority on this day personally appeared A. G. Daniel, Executive Vice President of The First National Bank in Mount Pleasant, Texas known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the The First First National Bank in Mount Pleasant, Texas a corporation, for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12th day of August, A.D. 1937.

(SEAL) S. D. Nelson
Notary Public in and for Titus County, Texas.

NOTE:

1. Article 2547, Revised Civil Statutes, as amended Acts Forty-third Legislature, Regular Session, prescribes character of securities that may be pledged.
2. Securities pledged are to be accepted at their market value and not at their face value.
3. This form of Pledge Contract was prescribed by the Attorney General and should be strictly adhered to.
4. This blank form should be used where it is possible.

ENDORSED:

COUNTY DEPOSITORY PLEDGE CONTRACT

Titus County.

Made in the sum of \$ -----

By -----,

APPROVED IN OPEN COMMISSIONERS' COURT Aug. 12, 1937. C. T. Neugent, County Judge, Titus County.

Approved: Aug. 16, 1937. Geo. H. Sheppard, Comptroller.

The above minutes read and approved in Open Court.

ATTEST: _____
County Clerk.

C. T. Neugent

County Judge.