

February 15, 1941.

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IN THE MATTER OF PAYING ACCOUNTS OUT OF ROAD & BRIDGE FUND:

The following members of the Commissioners' Court were present February 15, 1941:

Ed Dickson	County Judge
Morris White	Commissioner, Pre. 2
Ed Nugent	Commissioner, Pre. 3
C. N. Goodwin	Commissioner, Pre. 4

and Commissioner Garrett was absent:

There came on to be considered the matter of payment of certain scrip warrants issued by the said Titus County, Texas, against the Road & Bridge Fund of said County.

Commissioner White presented for consideration an order and moved its adoption. The motion was seconded by Commissioner Nugent. After due consideration and discussion of said order by the Court, the County Judge put the motion for a vote of the members of said court and the said vote is as follows:

AYES: Commissioners White, Nugent, Goodwin,

NOES: _____ (Garrett absent)

The said order is in words and figures as follows, to-wit:

"WHEREAS, certain scrip warrants are ordered issued by Titus County, Texas in payment of accounts for current expenses, and which scrip warrants are described as follows:

Warrant No.	Date	Payee	What For	Amount
6089	1-16-41	Ed Dickson	Postage for Jan.	\$ 5.00
6090	1-20-41	Mrs. Jessie Johnson	" for Rel. Off.	2.00
6091	"	Sessions Lumber Co.	Lumber	35.88
6095	1-23-41	Humble Oil & Ref. Co.	Gas & Oil	25.65
6101	1-30-41	T. L. Garrett	Ex-Officio	116.66
6102	"	Morris White	"	116.66
6103	"	C. N. Goodwin	"	116.66
6104	"	E. E. Nugent	"	116.66
6E05	"	Ed Dickson	"	175.00

6108	1-30-41	Lee Thompson	Road Supt.	75.00
6118	2-3-41	Wesley Dice, Sec.-Treas.	Dues	5.00
6120	2-10-41	Johnnie Weaver	Labor	24.40
6121	"	Johnnie Bowden	"	22.00
6122	"	Robert Crow	"	42.00
6123	"	Reed Johnson	"	8.00
6124	"	Luther Banks	"	33.34
6125	"	Hollie Banks	"	55.12
6126	"	Nolan Hays	Lumber	166.68
6127	"	Tommie Grissom	"	72.86
6131	"	Durward Stanley	Labor	4.00
6132	"	John Traylor	"	12.00
6133	"	C. H. Meese	"	51.46
6134	"	Loyd Graf	Conveying Prisoners	3.57
6135	"	Walter Welch	Labor	23.00
6136	"	Ollie Hatfield	"	41.00
6137	"	Vernon Sinclair	"	3.88
6138	"	Orange Justice	"	10.65
6139	"	George Campbell	"	6.76
6140	"	Robert Price	"	20.00
6141	"	E. Benson	Lumber	50.56
6142	"	V. J. Narramore	"	189.44
6143	"	J. A. Jones	Hardware	19.10
6144	"	Ray Giroles	Blacksmithing	21.70
6145	"	J. O. Browning	Lumber	8.76
6146	"	Lonnis Landrum	Labor	44.00
6147	"	Raymond Cameron	Labor	11.00
6148	"	C. W. Graff	Gravel	6.60
6149	"	Howard Morris	Labor	30.00
6150	"	Homer Floyd	"	34.14
6151	"	Hubert Martin	"	29.25
6152	"	Eugene Mankins	"	72.00
6153	"	Robert Snodgrass	Rock	9.25
6154	"	W. L. Graff	Gravel	149.20
6155	"	A. C. Blackburn	Gravel	78.00
6156	"	Claud Parr	Labor	22.50
6157	"	Mrs. G. W. Rust	Rock	16.60
6158	"	L. M. Cook	Gravel	31.00
6159	"	Ed Cook	"	62.15
6160	"	Rube Pate	"	1.80
6161	"	Melvin Story	Labor	38.63
6162	"	Earl Cook	"	24.00
6163	"	Gus Thompson	"	29.09
6164	"	V. M. Stotts	"	20.00
6165	"	Lloyd Eller	"	10.00
6166	"	Mose McElroy	Gravel	6.00

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6167	2-10-41	Frank Cox	Labor	42.24
6168	"	Buck Self	Gas & Oil	12.90
6172	"	R. H. Meadows	Hardware	54.10
6173	"	H. S. Stanley	Nails etc.	5.65
6174	"	J. D. Adams Co.	Parts	302.25
6175	"	Humble Oil & Ref. Co.	Gas & Oil	8.59
6176	"	Mt. Pleasant Lumber Co.	Building Materials	217.34
6179	"	Floyd Thomas	Hardware	128.45
6183	"	Mt.P. Motors, Inc.	Work on Truck	4.95
6184	"	E. J. Narramore	Lumber	14.50
6185	"	Sessions Lbr. Co.	"	4.80
6187	"	Sam Smith	Gas & Oil	8.25
6188	"	Square Deal Garage	Repairing Truck	4.00
6189	"	L. O. Bowden	Gas & Oil	20.57
6190	"	Daffer Truck & Imp. Co.	Parts	56.98
6201	2-11-41	Homer Floyd	Labor	3.00
6216	"	J. A. Brooke	17 Criminal Cases	36.43
6217	"	Karl Lide Motors	Labor & Parts	19.20
6218	"	Wilson Hardware	6 axes	11.70
6219	"	Mayfield Garage	Parts	2.22
6220	"	Mrs. Willie Mae Albright	Meals	21.70
6221	"	J. B. Osborn	Blacksmithing	10.85
6222	"	City of Mt. Pleasant	Water rent	6.57
6223	"	H. G. Brown	Attorney fees	15.00
6224	"	Harry Grisson	Sewing Rm. Rent	20.00
6225	"	W. W. Pryor	Rent for Jan.	20.00
6227	"	Jack Taylor	Lumber	32.64
6228	"	Gulf Oil Corp.	Gas	15.42
6229	"	G. W. McLemore	Parts	3.00
6230	"	Mt. P. Battery Co.	Rent & Strap	.75
6231	"	Joe Dalby	Work on Truck	14.25
6232	"	Driggers Lbr. Co.	Cement & Nails	8.20
6233	"	Ark.La. Gas Co.	Gas Bill	121.30
6234	"	Ed Roberts	Blacksmithing	1.00
6235	"	O. B. Goolsby	Work on Truck	22.00
6236	"	J. A. Davis	Plumbing	3.55
6238	"	R. B. George Mach. Co.	Parts for Grader	3.55
6239	"	Continental Oil Co.	Gas	14.05
6240	"	Continental Oil Co.	Gas	4.23
6242	"	Traylor Russell	29 Criminal Cases	72.50
6243	"	Fay Barrett	Steno. for Comm. Court	7.60
6245	"	McClure-Harris Co.	Parts for Tractor	267.76
6246	"	Irwin-Sandlin	Parts & Labor	48.05
6253	"	C. E. Jones	Misc. for sewing rm.	114.98
6255	"	J Beall Bros. J	" " "	265.39
6257	"	Cargile Grocery Co.	Nails, etc.	59.70

6267	2-13-41	Sinclair Ref. Co.	Gas & Oil	543.58
6268	"	The Texas Co.	"	85.62
6269	"	"	"	35.81
6271	2-14-41	F. M. Austry	Rock	15.63
6272	"	H. O. Montgomery	Gravel	3.50
6273	"	O. M. Jackson	"	2.60
6274	2-15-41	Frank Cox	Laber	8.00

WHEREAS, all of the above mentioned scrip warrants were and are valid obligations upon the Road & Bridge Fund of said County; and there may not be sufficient funds on hand in said Road and Bridge Fund to pay said warrants when presented, and The First National Bank in Mt. Pleasant, Texas, being the depository for said County, will in due course have such scrip warrants presented to it for payment; and

WHEREAS, it is contemplated that said County will receive about the month of April, 1941, prior thereto and thereafter, certain funds and monies as its part or portion due for automobile licenses and registrations in said County for said year, and it will become a part of the Road and Bridge Fund of said County.

NOW, THEREFORE, be, and it is, hereby ordered by the Commissioners' Court of Titus County, Texas, that there be and is hereby pledged unto The First National Bank in Mt. Pleasant, Texas, its successors and assigns, all of the first funds that may be hereafter collected from and of current revenues for the year 1940, not heretofore pledged and not legally due for sinking fund requirements therefrom, and/or the first monies and revenues due and owing and that may be paid and collected as the County's part or portion of the automobiles licenses and/or registrations for and on automobiles or other motor vehicles paid in said County for the year 1941 from and with which to re-pay said Bank for the amounts of the above mentioned scrip warrants, with interest as herein provided, which said Bank has paid, or may hereafter pay, to the holders thereof; and the said Commissioners' Court hereby obligates said County to pay unto the said The First National Bank in Mt. Pleasant, Texas, its successors and assigns, the amount of its aforesaid scrip warrants obligations which said Bank has paid or may hereafter pay unto the holders thereof, together with interest upon each of said warrants from the date of the paying of same by said Bank to the holders thereof at the rate of 6% per annum.

PASSED AND APPROVED this the 15 day of February, 1941.

Attest: Floyd Keith, County Clerk,
By Arlene Russell,
Deputy.

Ed Dickson
County Judge.

MOTION TO ADJOURN:

Motion was made by Commissioner Nugent and seconded by Commissioner Goodwin, to adjourn the regular court session until March 10, 1941. All voted "aye" and the court adjourned.

The above minutes read and approved in open court.

ATTEST: _____
County Clerk.

Ed Dickson
County Judge.

COUNTY DEPOSITORY FLEDGE CONTRACT

STATE OF TEXAS, |
County of Titus |

KNOW ALL MEN BY THESE PRESENTS:

That The First National Bank in Mt. Pleasant, Texas of Titus County, Texas, dose hereby pledge and deposit the following securities with the Commissioners' Court of Titus County, in the amount of Eighty Nine Thousand Eight Hundred Seventy Five and no/100 Dollars, upon the terms and conditions and for the purposes hereinafter set forth:

SECURITIES	AMOUNT
1. U. S. Treasury Bonds, 1945/47 - 2-3/4%	\$ 10,000.00
2. Federal Farm Mtg. Corp. 3% Bonds	\$ 3,800.00
Federal Farm Mtg. Corp. 3-1/4 % Bonds	500.00
3. U. S. Treasury Bonds 1955/60 - 2-7/8%	\$ 1,000.00
U. S. Treasury Bonds 1955/60 - 2 7/8%	7,500.00
4. U. S. Treasury Bonds - 1945/46 - 3-1/4%	\$ 350.00
5. Home Owners' Loan Corp.-3% Bonds Serie A	\$ 3,225.00
Home Owners' Loan Corp.-1-2% Bond, Series M	41,000.00
6. U. S. Treasury Bond 1956/59	\$ 5,000.00
7. United States of America Saving Bonds	\$ 10,000.00
8. U. S. Treasury Bonds 1946/44 - 3-1/4%	\$ 2,600.00
9. U S Treasury Bond 1946.49- 3-1/8%	\$ 400.00
U S Treasury Bond-1949/53- 2-1/2%	4,000.00
10. United States of America, Savings Bond.	\$ 500.00
TOTAL	\$ 89,875.00

Signed, sealed and dated this the 11th day of February, A.D. 1941.

The conditions of the above contract are such that, whereas, the above bounden pledgor The First National Bank, Mt. Pleasant, Texas was on the 10th day of February, A.D. 1941, 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 "time deposits" on daily balances kept in said depository of said County of Titus at the rate of None per cent per annum, said interest payable monthly.

NOW, THEREFORE, if the above bounden pledgor The First National Bank, Mt. 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; on "demand deposits" accounts in such depository; and all checks drawn upon any "time deposit" account upon presentation, after the expiration of the period of notice required in the case of "time deposits," and shall faithfully keep said county funds, and account for same according to law, and shall faithfully keep and account for all funds belonging to the county which are deposited with it under the requirements of H. B. 572, Chapter 484, Title 47, Acts Regular Session 46th Legislature, and shall include State funds collected by the tax collector, and shall pay the interest at the time and at the rate hereinbefore stipulated on "time deposits"; 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

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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 our hands and the said First National Bank, Mt. 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.

The First National Bank,
Mt. Pleasant, Texas

By A. G. Daniel,
Vice President,

(SEAL)

as Principal

STATE OF TEXAS, |
County of Titus |

BEFORE ME, on this day personally appeared A. G. Daniel Vice President of The First National Bank, Mt. 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 First National Bank, Mt. 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 11th day of February, A.D. 1941.

(SEAL)

Lorens Wright
Notary Public in and for Titus County, Texas.

APPROVED IN OPEN COMMISSIONERS' COURT
February 13th, 1941.
Ed Dickson, County Judge Titus County.

Approved: Feb. 18, 1941. Geo. H. Sheppard, Comptroller.

DEPOSITORY BOND FOR COUNTY SCHOOL FUNDS

THE STATE OF TEXAS |
County of Titus |

KNOW ALL MEN BY THESE PRESENTS:

That we, The First National Bank of Mt. Pleasant, Texas, as Principal, and A. G. Daniel, and W. L. Means, and C. E. Lee, and W. M. Driggers, and R. M. Kealing, as sureties, are held and firmly bound unto Ed Dickson, County Judge of Titus County, Texas, and his successors in office in the sum of Twenty Five Thousand and no/100 Dollars, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally by these presents.

THE CONDITIONS of this obligation are such that the First National Bank, of Mt. Pleasant, Texas, (No officer, director or stockholder of which is a member of the county school board or the Commissioners' Court), was on the 10th day of February, A.D. 1941, duly and legally chosen by the Commissioners' Court of Titus County, Texas, as county depository of the school funds of said county for a period of two years beginning the 10th day of February, A.D. 1941, and ending sixty days from the time fixed by law for the next selection of a depository.

NOW, THEREFORE, the First National Bank of Mt. Pleasant, Texas, agrees to the following, to wit:

That it will safely keep and faithfully disburse the school funds, and perform all the duties and obligations devolving upon it by law as the depository of the school funds of Titus County, and upon presentation pay such warrants and/or vouchers that may be legally drawn on said funds;

That it will account for and report annually a statement of such funds to the Commissioners' Court and to the State Superintendent of Public Instruction, as is required by law;

That it will pay interest daily balances on the school funds, provided such may be authorized under rules, regulations or by-laws promulgated by the Federal Reserve Board; these payments to begin or after the effective date of the promulgation of such rules.

THE CONDITIONS of this obligation are such that if the said bank shall perform all duties hereinabove specified it shall be null and void; otherwise it shall remain in full force and effect.

The above provisions are given in addition to any remedy the district may have in any suit brought on this obligation in any court in this State. Any suit arising out of or in any way connected with the obligation shall be tried in the County of Titus, State of Texas, in any court therein having jurisdiction of the subject matter thereof.

IN TESTIMONY WHEREOF, witness our hands this 11th day of February, A.D. 1941.

The First National Bank, Mt. Pleasant, Texas
Principal

By A. G. Daniel
Vice-President

(BANK SEAL)

A. G. Daniel
W. L. Means
C. E. Lee
W. M. Driggers
R. M. Kaaling
Sureties

Approved in open Commissioners' Court this 13 day of February, A.D. 1941.

(SEAL) Ed Dickson
County Judge.

THE STATE OF TEXAS |
County of Titus |

Before Me, on this day personally appeared A. G. Daniel, Vice President of the First National Bank, of Mt. 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 an act and deed of the depository of the common school districts for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of February, A.D. 1941.

(SEAL) Lorene Wright
Notary Public in and for Titus County, Texas

Approved and filed at State Department of Education, Austin, Texas.
February 19, 1941.
By T. P. Walker, Auditor.