

## SPECIAL SESSION

BE IT REMEMBERED, that the Commissioners' Court of Titus County, Texas, met in Special Session on the 15th. day of September, 1941, at the Court House in the City of Mt. Pleasant, Texas, with the following members, present to-wit:

Ed Dickson	County Judge
T. L. Garrett	Commissioner Pre. 1
Morris White	Commissioner Pre. 2
E. E. Nugent	Commissioner Pre. 3
C. M. Goodwin	Commissioner Pre. 4

and the following proceedings were had to-wit:

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IN THE MATTER OF ACOUSTICAL TREATMENT TO BE INSTALLED IN DISTRICT COURT ROOM.

September 15, 1941

Court of County Commissioners,  
Titus County,  
Mt. Pleasant, Texas.

Gentlemen:

Regarding acoustical treatment to be installed in District Court Room, your County Court Building, Mt. Pleasant, Texas:-

Our quotation is for furnishing the necessary materials, labor and equipment to make this installation complete. The materials which we propose to use are those of the United States Gypsum Company; the materials known as their Quietone. This is a wood fibered acoustical tile and is to be cemented directly to the present wood board ceiling now in the room. This new material to cover the entire ceiling surface and also one wall panel directly over the Jury Box. This wall panel to be 5 x 11 feet, and to be cemented to the present plastered wall and to be finished all around with a new wood mould. This mould to be painted the same color as the present plastered wall.

We are to furnish all the necessary acoustical tiles, all labor and scaffolding to complete this work. We are to move our equipment into the room, complete the work and then remove the equipment, and clean the room. All work to be completed in full workmanlike manner and subject to your approval.

QUOTATION: We quote for this work complete for the total sum of. \$529.74.  
(FIVE HUNDRED TWENTY NINE DOLLARS SEVENTY FOUR CENTS)

According to our analysis of the condition for hearing within this room at this time, we find a duration of sound for a term of approximately six seconds. This causes excess reverberation. If the acoustical tile which we recommend is installed in the entire ceiling and on the one wall section, the duration time within the room will be reduced to .9 second. This is well within the limitation established by the authorities for good hearing conditions within a room of this type and cubical volume. In fact, we, Macatee, Inc., will guarantee a comfortable and satisfactory condition for hearing or speaking within this room with the room empty or with an audience of any size for the room.

We are in position to proceed with this work at once, and will complete the work in four working days. Our workmen, the public in and about the building and the property within the buildings

AA1372

are fully protected by our insurance.

**GUARANTEE:** On completion of this work we will guarantee the tiles placed by us to remain in place unless these are intentionally removed by some person. We will guarantee the effectiveness of the sound absorption of the tiles and the completed installation. By this, we will guarantee a comfortable hearing condition within any part of the room and with any size audience. We will allow, for your approval of the effectiveness of the installation, the use of same through the month of september and the month of October, 1941. The materials, if satisfactory, to be paid for on or before November 10th, 1941. The full amount of the contract price to be paid at that time. In the event it is necessary for additional materials to be installed to bring the duration of time to the .9 second as we propose to do, we will make the additional installation at no additional cost to you as the owners.

The materials which we are to use for this work and the completed installation is approved by the United States Gypsum Company.

All details of the construction to be completed in a full workmanlike and satisfactory manner.

Yours very truly,

**MACATKE, INC.**  
C. O. Johnson  
Const. Dept.

COJ/r

**ACCEPTED:**

The above and foregoing offer is this the 15th. day of Sept., 1941, accepted by the Commissioners Court of Titus County, Texas, in special session.

**ATTEST:** Floyd Keith,  
County Clerk, Titus Co. Texas.

Ed Dickson  
County Judge, Titus County, Texas.

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There being no further business the court Adjourned to meet on Regular Court Day, October. 13, 1941.  
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STATE OF TEXAS |  
COUNTY OF TITUS |

WHEREAS Titus County, Texas, did on the 10th. day of May, 1909, by general warranty deed of that date of record in Volume 15, Page 205 of the Deed Records of Pecos County, Texas, bargain, sell and convey to T. B. Caldwell the following real property, lying and being situated in the County of Pecos, Texas, to-wit:

Being 2492.6 acres of land and being the Titus County School Lands located in Pecos County, Texas.

and did in said deed retain a vendor's lien on said property to secure the purchase money for said property as follows:

By one note in the amount of \$7477.50, dated even date with said deed and bearing interest from date at the rate of 5% per annum and payable in 40 equal annual installments;

WHEREAS, the said T. B. Caldwell is now dead and said land is now owned by Henry Wilbanks, Pecos County, Texas;

WHEREAS, there is now unpaid on said note the sum of \$4678.97, a portion of which principal is now matured and a portion of which has not yet matured, and it is now the desire of Titus County, Texas, acting by and through its Commissioners Court, and Henry Wilbanks that the balance of said note be renewed and extended so as to make the said balance mature in 25 equal annual installments:

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the premises, Titus County, Texas, the present legal holder and owner of said indebtedness, acting by and through its duly elected Commissioners Court, to-wit: Ed Dickson, County Judge; Lester Garratt, Commissioner of Precinct #1; Morris White, Commissioner of Precinct #2; Ed Nugent, Commissioner of Precinct 3; and C. N. Goodwin, Commissioner of Precinct 4, and the said Henry Wilbanks, the assumpor of said indebtedness, hereby covenant and agree that the maturity of said indebtedness and lien shall be extended so that the same shall be payable in 25 equal annual installments, each of which to be paid on the 15th. day of each July, beginning July 15, 1942. The said Henry Wilbanks hereby agrees that he will promptly pay off and discharge said indebtedness and satisfy said lien at the new dates of the maturity thereof above mentioned, according to its face, tenor and effect.

WITNESS OUR HANDS this the 22nd. day of Sept. 1941.

Henry Wilbanks

Ed Dickson, County Judge  
L. L. Garrett, Commissioner, Pre. 1  
G. M. White, Commissioner Pre. 2  
E. E. Nugent, Commissioner Pre. 3  
C. N. Goodwin, Commissioner, Pre. 4

STATE OF TEXAS |  
COUNTY OF PECOS |

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Henry Wilbanks, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th. day of Aug, 1941.

W. A. Hadden, Notary Public,

(SEAL)

Pecos County, Texas.

STATE OF TEXAS |  
COUNTY OF TITUS |

BEFORE ME, the undersigned authority, Traylor Russell, a Notary Public in and for said County and state, on this day personally appeared Ed Dickson, County Judge; Lester Garrett, Commissioner of Precinct 1; Morris White, Commissioner of Precinct 2; Ed Nugent, Commissioner of Precinct 3; and C. N. Goodwin, Commissioner of Precinct 4 of Titus County, Texas, known to me to be the persons whose names are subscribed to the foregoing instrument, and each acknowledged to me that they executed the same for the purposes and consideration therein stated, in the capacity stated, and as the act of the Commissioners Court of Titus County, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd. day of Sept. 1941.

Traylor Russell, Notary Public,  
Titus County, Texas.

(SEAL)

\$4678.97

Mt. Pleasant, Texas.

July 15, 1941.

For value received, Henry Wilbanke promises to pay to D. C. Morgan, County Treasurer of Titus County, Texas, and his successors in office the sum of Four Thousand Six Hundred Seventy-eight and 97/100 Dollars (\$4678.97) with interest from date at the rate of five per cent per annum, both principal and interest payable at the office of the County Treasurer of Titus County, Texas, at Mt. Pleasant.

The principal of this note is payable in twenty-five (25) annual installments of \$187.16 each, the first installment being due and payable on or before the 15th day of July, 1942, and one installment to become due and payable on or before the 15th. day of each succeeding July thereafter until the whole principal sum is paid.

The interest on this note is payable annually in advance on the same date and at the same place that that the principal is payable and all past due interest and principal shall bear interest from maturity at the rate of ten per cent per annum.

This note is given in renewal, and not in extinguishment of, the balance due on that certain vendor's lien note executed by T. B. Caldwell to Titus County, Texas, in the principal sum of \$7477.50, dated May 10, 1909, said note of T. B. Caldwell's being given in payment for a certain lot or parcel of land situated in Pecos County, Texas, being the Titus County, School land and containing 2492.6 acres, conveyed to the said T. B. Caldwell by Titus County and the said vendor's lien executed by T. B. Caldwell being given by him to secure the payment of the purchase price of said land and such lien being retained in the deed; said land now being owned by Henry Wilbanks and the sum as above set out, \$4678.97, being the amount now unpaid on the note so executed by T. B. Caldwell and being renewed by this note.

It is understood and agreed that failure to pay this note, or any installment as above promised, or any interest thereon when due, shall, at the election of the holder of said note, mature said note, and it shall at once become due and payable and the vendor's lien herein

mentioned shall become subject to foreclosure proceedings as the holder may elect.

And it is hereby specially agreed that if this note is placed in the hands of an attorney for collection, or if collected by suit or through Probate or Bankruptcy proceedings, I agree to pay ten percent additional on the principal and interest then due hereon as attorney's fees.

It is agreed and understood that the maker hereof has the right and option to pay any amount upon the principal sum of this note at any time he may elect to do so.

Henry Willbanks

Interest payable; due July 15, 1941

Principal payable: July 15, 1942.

Interest paid, Sept. 18, 1941 \$233.95

D. C. Morgan, Co. Treas.

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The above minutes read and approved.

Attest: James F. Smith  
County Clerk

Ed Dickson  
County Judge