

REGULAR SESSION - March 14, 1949

BE IT REMEMBERED that the Commissioners Court of Titus County, Texas, met in Regular Session on the 14th day of March, 1949, at the Court House of said County, in Mt. Pleasant, Texas, with members present as follows, to-wit:

W. W. Mason	County Judge
R. W. Jones	Commissioner Precinct 1
J. Q. Roper	Commissioner Precinct 2
Eugene Mankin	Commissioner Precinct 3
J. R. Ponder	Commissioner Precinct 4
Thomas J. Hood	County Clerk

and the following proceedings were had:

IN THE MATTER OF APPROVING MONTHLY ACCOUNTS:

Motion was made by Commissioner Ponder and Seconded by Commissioner Mankin to approve the monthly accounts as same appear of record in Warrant Book No. 1. Motion carried.

IN THE MATTER OF APPROVING OFFICERS MONTHLY EXPENSE ACCOUNTS:

Motion was made by Commissioner Jones and Seconded by Commissioner Roper to approve the monthly expense accounts of the following officers, to-wit:

Thomas J. Hood	County Clerk	389.97
Grover Ard	Justice of Peace #1	26.00
W. W. Mason	County Judge	10.00
Bird Old, Jr.	County Attorney	52.51
Lynch Harper	Tax Assessor-Collector	550.56

Upon being put to a vote, said motion carried unanimously.

IN THE MATTER OF APPROVING MONTHLY REPORT OF AD S. ROGERS, COUNTY TREASURER:

Motion was made by Commissioner Jones and Seconded by Commissioner Mankin to approve the monthly report of Ad S. Rogers, County Treasurer for the month of February, 1949. Motion carried.

IN THE MATTER OF SELECTING COUNTY AND COMMON SCHOOL DISTRICT DEPOSITORY:

February 14, 1949.

Honorable Commissioners' Court
Mount Pleasant, Texas

Gentlemen:

We, the First National Bank in Mount Pleasant, Texas, bid two and one-half per cent (2½%) interest for any time deposit that you might have during the next two years to act as depository for all public monies, both County and School, in Titus County, Texas.

Attached hereto is a certified check in the amount of \$5,000 as earnest money that we will make a sufficient bond complying to your Court to act as such depository.

Yours very truly,

W. L. Means, Vice President

COUNTY DEPOSITORY PLEDGE CONTRACT

STATE OF TEXAS ↓

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TITUS ↓

That The First National Bank in Mt. Pleasant, Texas of Titus County, Texas, does hereby pledge and deposit the following securities with the Commissioners' Court of Titus County, in the amount of Ninety Thousand and No/100 Dollars, upon the terms and conditions

and for the purposes hereinafter set forth:

SECURITIES	AMOUNT
1. U. S. Treas. 2½% Bonds of 1967-72 Bonds in the First National Bank, Dallas, Texas, under Trust Receipt No. 25127.	\$90,000.00
TOTAL	\$90,000.00

Signed, sealed and dated this the 24th day of February A. D. 1949.

The conditions of the above contract are such that, whereas, the above bounden pledgor First Nat'l Bank, Mt. Pleasant, Texas, was on the 14th day of February, A. D. 1949, 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 two and one-half per cent per annum, said interest payable monthly.

NOW, THEREFORE, if the above bounden pledgor The First National Bank in 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 Article 2547, Vernon's Annotated Revised Civil Statutes, 1925, 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 apply the proceeds of the 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 in 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.

(CORPORATE SEAL)
ATTEST: Estelle Irvin, Cashier
STATE OF TEXAS }
COUNTY OF TITUS }

The First National Bank, Mt. Pleasant, Texas
By W. L. Means, Vice President, as Principal

BEFORE ME, the undersigned authority, on this day personally appeared W. L. Means, Vice President of The First National Bank in 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 The First National Bank in Mt. Pleasant, Texas, a corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24th day of February, A. D. 1949.

(SEAL) Connie R. Short, Notary Public, in and for
Titus County, Texas.

APPROVED IN OPEN COMMISSIONERS' COURT: March 14, 1949.

W. W. Mason, County Judge,
Titus County, Texas

FILED: March 14, 1949.

Thomas J. Hood, County Clerk, Titus County.

APPROVED: Feb. 22, 1949.

Robert S. Calvert, Comptroller.

Motion was made by Commissioner Roper and Seconded by Commissioner Ponder that the bid of the First National Bank of Mt. Pleasant, Texas, be accepted as Depository for County and State Funds and as depository for the Common School Districts of Titus County, Texas, upon the terms and conditions stated in the bid to-wit: Two and one-half per cent interest on any time deposit during the next two years. Upon being put to a vote, the motion carried unanimously.

IN THE MATTER OF BOND FOR SCHOOL DEPOSITORY:

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 R. M. Kasling, and A. G. Daniel, and W. L. Means, and W. M. Driggers, and D. A. Brogotti, as sureties, are held and firmly bound unto W. W. Mason, 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 Commissioners' Court), was on the 14th day of March, A. D. 1949, duly and legally chosen by the Commissioners' Court of Titus County, Texas, as depository of the school funds of said County for a period of two years beginning the 24th day of February, A. D. 1949, 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:

1. That it will safely keep and faithfully disburse the school funds according to law, and pay such warrants and/or vouchers that may be legally drawn on the funds by legal authority, and that it will account for and report annually a statement of such to the Commissioners' Court and to the State Superintendent of Public Instruction, as is required by law;
2. That it will comply with all the provisions of the laws of the State of Texas relating to school fund depositories, that it will perform all duties therein specified, and will execute any and all instruments and documents necessary to evidence its obligation to this county;
3. 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

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Board--these payments to begin on or after the effective date of the promulgation of such rules.

THEREFORE, if said bank shall perform all duties hereinabove specified this obligation 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 county 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 this 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 14th day of March, A. D. 1949.

FIRST NATIONAL BANK, Mt. Pleasant, Texas.

(BANK SEAL)

By W. L. Means, Vice President

ATTEST:

R. M. Keating
A. G. Daniel
W. L. Means
W. M. Driggers
D. A. Brogitti,

Estelle Irvin, Cashier

Sureties.

Approved in Open Commissioners' Court this 14th day of March, A. D. 1949.

(SEAL)

W. W. Mason, County Judge

STATE OF TEXAS §

COUNTY OF TITUS §

BEFORE ME, the undersigned authority, on this day personally appeared W. L. Means, 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 the 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 14th day of March, A. D. 1949.

(SEAL)

Connie H. Short, Notary Public in and for Titus County, Texas.

IN THE MATTER OF APPROVING BONDS OF COUNTY DEPOSITORY AND COMMON SCHOOL DISTRICTS:
Motion was made by Commissioner Mankin and Seconded by Commissioner Jones to approve the bonds and securities of the First National Bank as depository for county funds and common school districts of Titus County, Texas.

IN THE MATTER OF ORDER OF THE COUNTY JUDGE CANVASSING AN ELECTION RE: INCORPORATION OF THE TOWN OF WINFIELD, TEXAS:
THE STATE OF TEXAS: §

COUNTY OF TITUS §

WHEREAS, on the 23rd day of February, 1949, A. B. Cody and twenty-nine (29) other persons residing in the Town of Winfield, Texas, within the territory herein described, all being duly qualified voters in said territory, filed with me, W. W. Mason, County Judge of Titus County, Texas, an application for the purpose of incorporating the Town of Winfield, Texas as a town or village in the manner prescribed in Chapter 11, Title 28, of the Revised Civil Statutes of Texas 1925, and all amendments thereto, and praying that an election be ordered to be held in said territory for the purpose of determining whether or not the same shall be incorporated as a town or village under said law and the Constitution of the State of Texas for municipal purposes; and

WHEREAS, on the 23rd day of February 1949, after hearing evidence and proofs submitted, I, W. W. Mason, County Judge as aforesaid, called an election to be held on the 8th day of March, 1949 in the proposed Town of Winfield, Texas; and

WHEREAS, said election was so held on the 8th day of March, 1949 in accordance with said order and in accordance with the Constitution and laws of the State of Texas, after due and legal notice had been given as required by law; and

WHEREAS, on the 10th day of March, 1949, returns of said election were duly made and filed with me and being duly opened and canvassed by me, and said returns being so canvassed, it was found and determined that there were cast at said election one hundred five (105) votes, of which number there were cast:

For "CORPORATION":	104 votes;
For "NO CORPORATION":	1 vote;

the majority for incorporating the said Town of Winfield, Texas as a town or village being 104 votes; and the said returns of said election being in all respects in conformity with law, it was adjudged that a majority of the qualified electors of the said Town of Winfield, Texas voting at said election, voted in favor of the said Town of Winfield, Texas being incorporated as a town or village under the provisions of Chapter 11, Title 28, Revised Civil Statutes of Texas 1925, and all amendments thereto, for municipal purposes:

NOW THEREFORE

I, W. W. Mason, County Judge of Titus County, Texas, by virtue of the authority vested in me by law and in pursuance to Chapter 11, Title 28, Revised Civil Statutes of the State of Texas 1925, and all amendments thereto, do hereby declare and make known to all persons that the said Town of Winfield, Texas is legally incorporated as a town or village for municipal purposes under the name of "Winfield, Texas", including all of the inhabitants and territory within the boundaries described hereinafter and shall henceforth be entitled to exercise all of the rights, powers, immunities, privileges and franchises as conferred in Chapter 11, Title 28, of the Revised Civil Statutes of Texas 1925, and all amendments thereto, relating to towns and villages, and the Constitution and general laws of the State of Texas, to include and embrace the following described territory and lands, being the same as described in said application and in said order and notice of election, and described by metes and bounds as follows:

Situated in Titus County, Texas, and BEGINNING at a stake 84 feet South of the SE corner of a lot conveyed to P. A. Taylor by Lura Williams et vir by deed dated August 20, 1948, being the same lot described in a deed from Bunk Owens et ux to Lura Williams, recorded in Vol. 140, Page 36, of the Titus County Deed Records, reference to which is here made for all purposes, said stake being located 300 feet South of the Old Jefferson Highway (Old State Highway No. 1); THENCE EASTERLY $4,266\frac{2}{3}$ feet to a stake in the Bill Beck tract of land 300 feet South of said Old Jefferson Highway (Old State Highway No. 1); THENCE NORTH 5,527 feet to a stake in the L. A. Black tract, said stake being located 313 feet North of the center of U.S. Highway 67 (New State Highway No. 1); THENCE WEST $4,266\frac{2}{3}$ feet to a stake in the C. S. Taylor tract, said stake located 313 feet North of the center of said U. S. Highway 67 (New State Highway No. 1); THENCE SOUTH 4,000 feet to the place of beginning.

This order is made and entered by me in the records of the Commissioners Court of Titus County, Texas, this, the 10th day of March, 1949, and the County Clerk is ordered to prepare and duly certify a true, full and complete copy of this order, together with a plat of the said Town of Winfield, Texas and to record same in the proper deed records of Titus County, Texas.

IN WITNESS WHEREOF, my official hand and seal of office, this the 10th day of March, 1949.

W. W. Mason, County Judge,
Titus County, Texas.

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There being no further business before the Court, Motion was made by Commissioner Ponder and
Seconded by Commissioner Jones to adjourn. Motion carried.

The above and foregoing minutes were read and approved this the 31st day of March, 1949.

County Judge, Titus County, Texas.

ATTEST:



County Clerk, Titus County, Texas.