

## REGULAR TERM February 14, 1955

BE IT REMEMBERED That the Commissioners Court of Titus County, Texas met in Regular Session at the courthouse in Mt. Pleasant, Texas, with the following members present, to-wit:

Harry Taylor	County Judge
Hollie Banks	Commissioner Precinct 1
J. Q. Roper	Commissioner Precinct 2
Eugene Mankins	Commissioner Precinct 3
J. R. Ponder	Commissioner Precinct 4
J. H. Rudd	County Clerk

and the following business were had, to-wit:

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 IN THE MATTER OF APPROVING COUNTY TREASURER'S REPORT:

Motion was made by Commissioner Banks and seconded by Commissioner Ponder to approve County Treasurer's monthly report for the month of January, 1955. Motion carried.

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 IN THE MATTER OF APPROVING MONTHLY EXPENSE ACCOUNTS OF OFFICERS:

Motion was made by Commissioner Mankin and seconded by Commissioner Roper to approve the officers monthly expense accounts as follows:

Jimmie Barrett	Tax Assessor-Collector	\$648.25
J. H. Rudd,	County Clerk	687.54

Upon being put to a vote, said motion carried.

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 IN THE MATTER OF ACCEPTING FIRST NATIONALBANK'S BID FOR COUNTY DEPOSITORY:

Motion was made by Commissioner Roper and seconded by Commissioner Banks to accept First National Bank's bid for County Depository for years 1955-56. Motion carried.

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 IN THE MATTER OF APPROVING CERTIFICATE OF CANCELLATION OF TAX FOR WILSON JONES:

Motion was made by Commissioner Mankins and seconded by Commissioner Ponder to approve Certificate of Cancellation of tax for Wilson Jones for Block B. Mt. Pleasant for 1952 and 1953 because of double entry of Tax collections. Motion carried.

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 IN THE MATTER OF APPOINTING W.A. BURTON, COUNTY ENGINEER:

Motion was made by Commissioner Ponder and seconded by Commissioner Roper to appoint W.A. Burton, County Engineer for years 1955, 1956 without pay. Motion carried.

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 IN THE MATTER OF TRANSFERING FUNDS:

Motion was made by Commissioner Mankin and seconded by Commissioner Ponder to transfer \$392.25 from trial fee fund to General County Fund. Motion carried.

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 IN THE MATTER OF TRANSFERING FUNDS.

Motion was made by Commissioner Banks and seconded by Commissioner Roper to transfer \$400.00 from General County Fund to Peace Officer's fund. Motion carried.

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 IN THE MATTER OF APPOINTING GENERAL AND SPECIAL ELECTION MANAGERS FOR 1955.

Motion was made by Commissioner Ponder and seconded by Commissioner Banks to appoint General and Special Election managers for year 1955. Charles Brantley to replace A.P. King at Winfield Box #11. Motion carried.

BOX	PLACE	PRESIDING JUDGE
1	S.W. M.P.	OL. Crigler
2	Greenhill	John Johnson
3	Marshall Spring	R.W. McCollum
4	Monticello	Charles Taylor
5	Maple Springs	Clarence Harrie
6	Cookville	Morris Barrier
7	Hickory Hill	F. C. Lasater
8	N. E. Mt. Pleasant	T.C. Walker
9	Talco	Bulah Smith
10	Argo	J.M. Bell
11	Winfield	Charles Brantley
12	Lone Star	Charlie Gilbreath
13	N.W. Mt. Pleasant	Arney Winton
14	S.E. Mt. Pleasant	W.P. Holcomb
15	N. Mt. Pleasant	C.C. Hinson
	Absentee	H.T. Darby

Said motion carried.

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 IN THE MATTER OF LEASE AGREEMENT:

THIS LEASE, made this the 3rd day of February, 1955, between Crossland Machinery & Parts Company of Tyler, Texas, hereinafter known as LESSOR, AND Pat. 1 and Pat. 4 of Titus County 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 14 day of February 1955, witnesseth that:

Whereas, the LESSEE requires the use of the following equipment:

One used seaman, pulvimeter, self propelled, with starter, generator and batteries serial #2422 hereinafter referred to as Mixer for the purpose of building and maintaining roads; and whereas, there is now available, and will be available in said County's Road and Bridge Fund, monies which it may lawfully spend for leasing said Mixer

1. Now therefore, the LESSOR in consideration of the payment of One thousand and no/100 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said mixer for a minimum period commencing on the date of this LEASE and ending Nov. 15, 1955, on the following terms:

1. Payment of one thousand dollars, to be paid now and the balance of \$100.00 to be due and payable on or before Nov. 15, 1955

2. The LESSEE acknowledges receipt of above desired mixer, in good order and new condition and upon the expiration to the terms of this lease (in the event the option hereinafter 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 mixer and the LESSEE shall thereupon deliver said mixer to the LESSOR at Tyler Texas, in good order and condition, ordinary wear and tear thereof excepted.

3. The LESSEE shall have the right to make any reasonable and lawful use of said mixer and shall take reasonable and proper care thereof, and at its own 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.

4. The LESSOR hereby gives the LESSEE the option to purchase said mixer in its then condition, at any time during the terms of this LEASE (or within any extension or renewal thereof) or within five days thereafter for the purchase price of \$5,100.00 to be paid in cash or legally issued County Warrants. In the event said option of purchase is exercised, however, all rentals theretofore paid shall be deducted therefrom as of the dates such rental installments were paid. In the event the payments are not paid at maturity they shall bear six percent per annum interest until paid.

5. 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, 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 thereof.

6. It is hereby expressly understood and 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 mixer and any and all loss or damage, and claims for loss or damage, are hereby specifically waived by the LESSEE.

7. It is expressly agreed and understood that this LEASE does not obligate the LESSEE to purchase said mixer 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 mixer 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.

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

9. This LEASE is executed in triplicate, a copy of which LESSEE HEREBY acknowledges having received.

Hollie Banks, Commissioner Prec 1  
J. Q. Roper, Commissioner Prec. 2  
Eugene Mankin Commissioner Prec 3  
J. R. Ponder, Commissioner Prec 4

CROSSLAND MACHINERY & PARTS CO. LESSOR  
By James H. Crossland  
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LESSEE  
By Harry Taylor, County Judge  
ATTEST: J. H. Rudd, County Clerk

THE STATE OF TEXAS  
COUNTY OF TITUS

I, J. H. Rudd, County Clerk in and for Titus County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the LEASE AGREEMENT entered into this date by and between CROSSLAND MACHINERY & PARTS CO. as LESSOR AND Titus County, Texas, as LESSEE, and the same appears of record in Vol 8, page 329, of the COMMISSIONERS' COURT MINUTES OF Titus County, Texas

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15 day of Feb. 1955, A.D.

(SEAL)

J. H. Rudd

## COUNTY DEPOSITORY PLEDGE CONTRACT

STATE OF TEXAS,

COUNTY OF TITUS      KNOW ALL MEN BY THESE PRESENTS: That The First National Bank of Mt. Pleasant, 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
U. S. 2 1/4% Treas bonds of 1967-72 due 9-15-72; Nos. 19265E/19268J, 31494D/ 31496F, 32771A, 32772B @ 10M each	\$90,000.00
Total	\$90,000.00

Signed, sealed and dated this the 21st day of February, A.D. 1955,

The conditions of the above contract are such that, whereas, the above bounden pledgor The First National Bank was on the 14th day of February, A.D. 1955, 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 2 1/2 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 Article 2547, Vernon's Annotated Revised Civil Statutes, 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 successors 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 herunto 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.

The First National Bank, Mt. Pleasant, Texas.

(SEAL)

By W.L. Means, President, as Principal

STATE OF TEXAS,

COUNTY OF TITUS

BEFORE ME, A Notary Public, on this day personally appeared WL Means, 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 First National Bank 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 21st day of February, A.D. 1955.

Bernice Blankenship, Notary Public in and for Titus County, Texas.

(SEAL)

APPROVED IN OPEN COMMISSIONERS' COURT February 14, 1955, Harry Taylor, County Judge, Titus County.

Filed: March 7, 1955, J. H. Rudd, County Clerk, Titus County.

Approved: February 28, 1955, State Comptroller.

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There being no further business before the court, Motion was made by Commissioner Banks and seconded by Commissioner Ponder to adjourn. Motion carried.  
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