SPECIAL SESSION - MARCH 22, 1963

BE IT REMEMBERED THAT THE COMMISSIONERS COURT OF TITUS COUNTY, TEXAS met in special session in the courthouse at Mt. Pleasant with the following members present to-wit:

CECIL FRANKLIN

COUNTY JUDGE

GRANT MCANALLY

COMMISSIONER PRECT #1

BERT PARR

COMMISSIONER PRECT #2

T. O. RANKY

COMMISSIONER PRECT #3

DAN BYNUM

COMMISSIONER PRECTAL

H. L. BOWDEN

COUNTY ILLERK

and the following proceedings were had to-wit:

IN THE MATTER OF EMPLOYING TRAYLOR RUSSELL AS AN ATTORNEY FOR DET Taxes;

Motion was made by Commissioner McAnally and seconded by Commissioner Ransy to employ Traylor Russell as Attorney to collect delinquent taxes. Motion carried.

IN THE MATTER OF ACCEPTING THE 1962 AUDIT REPORT BY WILLIAM C. CATON:

Hotion was made by Commissioner Raney and seconded by Commissioner HoAnally to accept the 1962 Audit report by William C. Caton. Motion carried.

DEPOSITORY BORD FOR COUNTY SCHOOL FURDS:

STATE OF TEXAS
COUNTY OF TITUS

KNOW ALL MEN BY THESE PRESENTS:

THE CONDITIONS of this obligation are such that the First Metional Bank, of Mt. Pleasant Texas, (No officer or director of which is a member of the Commissioners' Court), was 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 15th day of February, AD 1963, 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:

- l. That it will safely keep and faithfully disburse the school funds according to law and pay such warrents 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 Commissioner of Education 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:

THEREFORE, if said bank shall not perform all duties bereinabove 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 of 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 TESTINONY WHEREOF, witness our hands this 11th day of February, A. D. 1963.

(Seel of Bank)

The First Mational Bank in Mt. Pleasant, Texas

Mt. Pleasant, Texas

W. L. Moone, President

VIN WIN

Approved in Open Commissioners' Court this

W. L. Means Leo Wilson

LW

711

11th day of Fabruary, A. D. 1963 County Judge

F. H. Marchall

Jno. B. Stephens JBS

(SEAL OF COURT)

B. M. Sandlin

ACCHONLEDGUENT

STATE OF TEXAS COUNTY OF TITUS

BEFORE ME, Johnnis Strother,

on this day personally appeared \mathbf{v}_{e} \mathbf{L}_{e} Heans, President of the First Mational Bank of Mt. Pleasant, Taxes, known to me to be the person whose name is subscribed to the foregoing instrument and selmowledged 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.

GIVER UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of Fabruary, A. D. 1963.

(5-41)

Johnnie Strother Mgtary Public in and for Titus County, Tomas

100 18

Filed for Record on the 11th day of Marc h, 1963

Approved and filed at Texas Education Agency Austin, Texas,

Business Maneger

COUNTY DEPOSITORY PLEDOF CONTRACT

STATE OF TEXAS.

COUNTY OF TITUS

KNOV ALL MEN BY THESE PRESENTS:

That The First National Bank of Mt. Pleasant, Titus County, Texas, does hereby please. and deposit the following securities with the Commissioners' Court of Titus County, in the amount of Binety thousand and no/100 ------Dollars upon the terms and conditions and for the purposes hereinafter set forths

SECURITIES
U. S. 2-1/25 Treasury Bonds of 1967-72;
Nos. 19265/19268, 31194/31196, 32771,
32772 - at \$10M each, as evidenced by
First National Bank in Dallas Trust Receipt No. A31283.

AMOUNT \$90,000.00

Signed, sealed and dated this the 11th day of February A. D. 1963.

The conditions of the ebove contract are such that, whereas, the above bounden pledger The Pirst Mational Bank was on the 11th day of February, A. D. 1963, 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 depository, upon its bidding and agreeing to pay the County of Titus interest on "time deposite" on daily balances kept in said depository of said County of Titus at the rate of four per cent per annum, said interest payable monthly.

NOW, THEREFORE, if the above bounden pledgor The First Estional Bank in Mt. Plessant, Texas shall faithfully do and perform all the duties and obligations on it by law as the county depository of fitus County, and shall upon presentation pay checks drawn on it by the county tressurer of Titus County, Texes; on "demand deposits" accounts in such depository; and all shocks 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 secount for same seconding to law, and shall faithfully keep and secount for all funds belonging to the county which are deposited with it under the requirements of Article 2547, Vermon'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 here-inbefore 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 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 additions 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 WITHESS 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 any by its president and attested and sealed with its corporate seal the day and year first above written

(SEAL)

By V. L. Means President, as Frincipal

The First National Bank, Mt. Pleasant, Texas

A CHONOWLED CHENT

STATE OF TEXAS

COUNTY OF TITUS

BEFORE ME, Johnnie Strother

on this day personally appeared W. L. Means President of the First National Bank in Mt. Fleasant, Texas, (Corporation) 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 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. 1963.

(STAL)

Johnnie Strother Motary Public in and for Titus County, Texas

The within contract showing approval by the Commissioners' Court of this County, and the Comptroller of Public Assounts of the State of Texas was filed for record on the 25 day of March, 1963 and duly recorded in Book 9, Page 116, Bond Record of Titus County, Texas.

Witness my hand and seal of office, this the 25th day of March, 1963.

H. L.Bowden, County Olerk, Titus County, Texas
Approved in open Countssioners Court February 11, 1963, Cecil Frenklin, County Judge, Titus
County, Texas

APPROVED: February 25, 1963 by Robert S. Calvert, Comptroller
Filed for record on March 11, 1963, H. L.Bowden, County Clerk, Titus County, Texas
Recorded on the 25th day of March, 1963, H. L.Bowden, County Clerk, Titus County, Towns

THE STATE OF TEXAS

COUNTY OF TITUS

I, Estelle Sweet, Vice President of the First Mational Bank, Mount/Fleasant, Texas,

DO HERESY CERTIFY that I am personally acquainted with Geoil Franklin, County Judge, H. L.

Bowden, County Clerk, and C. C. Clark, County Treasurer, of Titus County, Texas, and with

their respective signatures as follows: Ceoil Franklin, County Judge

H. L. Bowden, County Clerk

G. C. Clark, County Treasurer

and I know that the persons afgressid are the duly qualified and acting officers of Titus County, Texas, as indicated by the titles appended to their respective signatures as they appear on the \$77,000.00 TITUS COUNTY PERMANENT IMPROVEMENT WARRANTS, SERIES 1961, dated May 15, 1951, nembers 1 to 77, inclusive, of the denomination of \$1,000 each.

I FURTHER CERTIFY that I have examined and identified the signatures on said warrants above described as the signatures of the officers therein indicated.

WITHESS MY HAND this the 8th day of April, 1963.

(Bank Seal)

Estelle Sweet, Vice President Piret Mational Bank Mount Pleasant, Texas

THE STATE OF TEXAS

We, the undersigned officers of Titus County, Texas, indicated by the official title opposite our names, DO HEREBY CERTIFY THAT we did officially sign \$77,000.00 TITUS COUNTY PERMANENT INPROVEMENT WARRANTS, SERIES 1961, issued for the purpose of evidencing indebtases incurred by Titus County in constructing repairs and improvements to the County Courthouse, said warrants being numbered 1 to 77, inclusive, of the denomination of \$1,000 each, bearing 5% interest per annum, and maturing on May 15th, \$5,000 in each of the years 1978 to 1987, inclusive, \$10,000 in each of the years 1988 and 1989, and \$7,000 in 1990.

WE FURTHER CERTIFY that at the date of such signatures we were the fully chosen, qualified and acting officers indicated therein and authorized to execute the same.

WE FURTHER CERTIFY that claims in the total amount of \$77,154.73 incurred in constructing repairs and improvements to the County Courthouse have been duly sudited and allowed and declared to be the lawful indebtedness of Titus County, and said indebtedness has been evidenced by the issuance and delivery to James C. Tucker & Co., Inc., Austin, Texas, the holder of said claims, of the \$77,000.00 TITUS COUNTY PERMANENT IMPROVEMENT WARRANTS, SERIES 1961, hereinabove described, and that said County of Titus has received full value and consideration for said Warrants numbers 1 to 77, inclusive, under the laws of the State of Texas now in force; the excess of \$154.73, as shown by said claims, having been carried forward to the next exchange of claims for warrants.

WE FURTHER CERTIFY that there is no litigation pending or threatened growing out of the issuance of said warrants nor in any way affecting the titles of the within named officers to their respective offices.

WITNESS OUR HANDS this the 8th day of April, 1963.

(SEAL)

Cecil Franklin, County Judge H. L.Bowden, County Clerk C. C. Clark County Treasurer

POLLOW-UP ORDER

THE STATE OF TEXAS

On this the 8th day of April, 1963, the Commissioners' Court of Titus County, Texas, convened in regular session at a regular term of said Court, at the regular meeting place in the Courthouse in Mt. Pleasent, Texas, with the following members of the Court present, to-write

Cecil Franklin, Gounty Judge

Grant McAnally, Commissioner Precinct No. 1,

Bert Perr, Commissioner Precinct No. 2,

T. O. Raney, Commissioner Precinct No. 3,

Dan Bynum, Commissioner Precinct No. 4,

H. L.Bowden, County Clerk,

and the following absent: -----and, among other proceedings had, were the following:

Commissioner T. O. Raney introduced an order and moved its adoption. The motion was seconded by Commissioner Bert Parr, The motion, carrying with it the adoption of the order, prevailed by the following vote:

AYES: Commissioners McAnally, Parr, Baney, Bynum.

MCES: Mone.

The order is as follows:

WHEREAS, on May 8, 1961, the Commissioners' Court of Titus County, Texas, passed an order authorising the issuance of \$100,000.00 TITUS COUNTY PERMANENT IMPROVEMENT WARRANTS, SERIES 1961, dated May 15, 1961, numbered 1 to 100, inclusive, of the denomination of \$1,000.00 each, bearing 5% interest per annum, and maturing on May 15th, \$5,000 in each of the years 1978 to 1987, inclusive, and \$10,000 in each of the years 1988 to 1992, inclusive, for the purpose of evidencing the indebtedness to be incurred in constructing repairs and improvements to the County Courthouse, and for necessary expenses incidental thereto; and

WHEREAS, pursuant to the passage of said order on May 8, 1961, claims have been incurred in constructing repairs and improvements to the County Courthouse; and

.WHEREAS, said claims have been duly approved by the CountyJudge and duly audited and allowed by the Commissioners' Court and have been found to be valid claims against said Titus County, Texas; and

WHEREAS, claims in the aggregate amount of \$77,15 μ .73 have been duly and legally transferred and assigned to J_{0} mes G. Tucker & G_{0} , inc., Austin, Texas; and

WHEREAS, it was provided in said order above referred to that said warrants above described should be executed, issued and delivered in payment of claims duly approved by the County Judge and audited and allowed by the Countssioners' Court, and that said Commissioners' Court in auditing and allowing said claims should designate the numbers of warrants to be delivered to evidence said claims so that the proceedings of this Court shall show to whom each of said warrants was delivered and the purpose for which same was delivered;

THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF TITUS COUNTY, TEXAS:

1.

That the following elains heretofore approved by the CountyJudge and audited and allowed by the Countssioners' Court incurred in constructing repairs and improvements to the County Courthouse of Titus County, Texas, be, and the same are hereby approved and allowed:

DATE	PAYEE		PURPOSE	THUOHA	
5-1-62	Howard Neuma	n Const. Co	Estimate #1-under contract with Titus Co. dated 3-19-62	\$7,209.00	
6-1-62		• •	Estimate #2	9,350.10	
7-1-62	• •	ú á	Estimate #3 " "	8,825.40	15
8-1-62			Estimate #4 .	13,679.10	., r'
9-1-62	• #		Estimate #5 " "	9,828.00	. +
10-1-62	• •		Estimata #6 " "	6,750.00	
1-4-63			Estimate #7 " "	1,329.25	
2-1-63		e é	Estimate #8 * *	18,000.00	
7-2-62	Coker Electric Company		Furnishing & Installing ventilating fems	1,275.00	
10-8-62	Dean Parker	Plumbing Co	Plumbing work	908.88	
•			TOTAL	- \$77,154.73	

II.

That the assignment of said claims to James C. Tucker & Co., Inc., Austin, Texas, be and the same is hereby approved.

III.

That in accordance berewith and with the order of the Commissioners' Court of Titus
County, Texas, adopted May 8, 1961, there shall be executed and delivered to James G. Tucker
& Co., Inc., Titus CountyPERMAKENT IMPROVEMENT MARRANTS, SERIES 1961, dated May 15, 1961, numbers
1 to 77, inclusive, in the total principal emount of \$77,000.00, bearings interest per annual
and maturing on May 15th, \$5,000 in each of the years 1978 to 1987, inclusive, \$10,000 in each of
the years 1988 and 1989, and \$7,000 in 1990, evidencing the indebtedness due by Titus County,
Texas, to James G. Tucker & Co., Inc., Austin, Texas, as assignee of said claims; and that
the excess of \$154.73, as shown by said list of claims, be carried forward to the next exchange
of claims for warrants.

IV.

The County of Titus having received full value and consideration for the warrants hereinabove described, the County Treasurer of Titus County is hereby authorised and directed to register said warrants and after registration thereof to deliver them to said James G. Tucker & Co., Inc. and the County Judge, County Clerk and County Treasurer are hereby authorised, instructed and directed to execute such other and further instruments, certificates or statements as shall be necessary, convenient or appropriate to reflect the entire validity of said warrants.

PASSED AND APPROVED this 8th day of April, 1963.

County Judge

Grant McAnally
Commissioner Precinct No. 1

T. O. Raney Commissioner Precimt No. 3

Commissioner Precimt No. 2

Dan Bynum Commissioner Precinct #4

BOND OF DELINQUENT TAX COLLECTOR

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

That we, Traylor Russell as Principal, and the other whose mass are hereto subscribed, as sureties, are held and firmly bound unto Geeil Franklin, County Judge of Titus County and his successors in office in the just and full sum of Pive Thousand Dollars, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Whereas, the said Traylor Russell, a licensed attorney whose address is Mt. Sleasant, Texas, has by means of a written agreement dated March 22, 1963, entered into a contract with the Commissioners' Court of Titus County, for the collection of certain delinquent State and County taxes, during the term beginning April, 1963, and ending December 31, 1964, a copy of which agreement is by reference made a part hereof.

Now, therefore, the condition of this obligation is such that if the eaid Traylor Russell shall faithfully perform the services required of him by the terms of said contract, including the making of reports provided in Section XI thereof and shall fully indemnify and save harmless the said County of Titus from all cost and damage which is may suffer by reason of his failure to do so, and shall fully reimburse and repay the said County of Titus all cutlay and empense which the said County may incur in making good any such default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness our hands, this, the 22nd day of March, A. D., 1963.

Traylor Russell, Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY, Suretime

By Ray E. Cotnoir, Attorney-in-fact

CERTIFICATE OF COUNTY JUDGE

THE STATE OF TEXAS

The foregoing bond of Traylor Russell, holding contract for the collection of State and County delinquent taxes in Titus County, Texas was read and approved in open Commissioners' Court, this the 22nd day of March, 1963.

Cecil Franklin, County Judge Titus County, Texas

THE STATE OF TEXAS

I, H. L.Bowden, Clerk, County Court of Titus County, Texas do hereby certify that the above and foregoing is a true and correct copy of the Bord of Traylor Russell, Delinquent Tax Collector of Titus County, Texas, as the same appears of record in Vol 9 page 120 Hinutes of the Commissioners' Court of Titus County, Texas.

To certify which, witness my hand and seal of office, this the 22nd day of Merch, A.D.1963.

H. L.Bowden, County, Clerk, County Court Titus County, Texas.

GENERAL POWER OF ATTORNEY

MO: 71663

Know #11 Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organised and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Ray E. Cotmoir of the City of Dallas, State of Texas its true and knowful attorney for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, A certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said Ray E. Cotnoir MAY lawfully do in the premises by virtue of these presents.

Inchiance

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused thi instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 5th day of Hovember, A. D. 1958.

UNITED STATES PIDELITY AND GUARANTY COMPANY (Signed) By Williford Gragg

(SEAL)

,

Vice President

(Signes)

Prioda Walter

Assistant Secretary

1.1

STATE OF MARYLAND BALTIMORE CITY.

..

On this 5th day of Hovember, A. D. 1958, before me personally came Williford Gragg, Vice President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Prieda Walter, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they said Williford Graff and Frieda Walter were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first Monday in May, A. D. 1959.

(Seal)

(Signed)

Harriett M. Little Notary public

STATE OF MARYLAND Set BALTIMORE CITY,

I, James F. Carney, Clerk of the Sup erior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Harriett M. Little, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed hie name, was at the time of so doing a Motary Publicof the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgements, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Motary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 5th day of November, A. D. 1958.

(SEAL)

(Signed)

James F. Carney
Clerk of the Superior Court of Baltimore City

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this

Company appoint agents and attorneys with power and authority to act for it and in its name
in States other than Haryland, and in the Territories of the United States and in the Provinces
of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorise and empower its President or either of its Vice-Presidents in conjunction with its Secretary of one of its Assistand Secretaries, under its corporate seal, to appoint any person or persons, as attorney or attorneys-in-fact, or sgent or agents of said Company, in its name and as its ct, to execute and deliver any and all contracts guaranteeing the fidelity or persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, orby law allowed, and

Also, in im name and as its attorney or attorneys-in-fact or agent or agents to execute and guerantee the conditions of any and all bonds, recognizances, obligations, atipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States of of any State or Territory of the United States or of the Provinces of the Dominion of Canada of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal of otherwise, be allowed, required or permitted to be executed, made taken, given, tendered, accepted, filed or recorded for the security or grotection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, H. G. Sachas, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to Ray E. Cotmoir of Dallas, Texas, authorising and empowering him to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect,

And I do further certify that said Power of A torney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the lith day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on March 21, 1963.

/s/ H. G. Saches Assistant Secretary

VAIVER

STATE OF TEXAS

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3

I, the undersigned County Attorney of Titus County, Texas, do hereby acknowledge that the Commissioner's Court of the said County has notified me to file suit for the collection of delinquent taxes in said county; however, dus to the fact that it would be physically impossible for me to personally file and handle such suits, and at the same time to properly discharge the other duties of my office, and to the further fact that the statutes do not provide adequate compensation for a County Attorney to file and to prosecute suits for delinquent taxes, but do make adequate provisions for other attorneys to handle the same, I do hereby dealine to file such suits and do hereby waive the thirty days written notice provided in Article 7335, Revised Civil Statutes, and do hereby agree that the Commissioners' Court of said County may contract with some other competent attorney to enforce or assist in the enforcement of the collection of delinquent Spate and County taxes.

Witness my hand this, the 22nd day of March, A. D. 1963.

Bird Old, Jr., County Attorney, Titus County, Texas

STATE OF TEXAS COUNTY OF TITUS

I, H. L. Bowden, County Clerk of Titus County, Texas, do hereby certify that the above and foregoing is a true and correct copy of a certain waiver executed by Bird Old, Jr.,

County Attorney, of fitus County, as the same appears of record in Volume 9 page 123 of the minutes of the Commissioners' Court of fitus County, Tame.

Given under my hand and seal of office this 22md day of March, 1963.

(Seal)

H. L.Bouden, County Cherk, Titus County, Texas

RESOLUTION AND ORDER

On this the 13th day of March, 1963, at a regular meeting of the Commissioners' Court of Titus County, Taxas, thereesme on for consideration the making of a contract for the collection of delinquent taxes, and motion was made by G. H. McAnally, County Commissioner of Precimt Mo. 1, seconded by T. O. Raney, County Commissioner of Precimt Mo. 3,, that subject to approval by the Comptroller of Public Accounts and Attorney General of Taxas said Commissioners' Court in behalf of said County do make and enter into a contract with Traylor Russell, a licensed attorney, for the latter to collect delinquent taxes in said County for 15% of the amount of taxes, penalty and interest collected, asid contract to end on the 31st day of December, 1964, with six months thereafter to complete pending suits, requiring said attorney to give bond in the sum of \$5,000.00, and to be on forms currently promulgated and recommended by the State Comptroller.

Said motion being put to vote, it carried by a vote of 4 to none, those voting ayes were

G. H. McAnally
T. O. Raney
Bert Barr
Dan Bynum
Those voting "no" were: Mone

It is therefore ordered that said contract be prepared and executed, submitted to the Comptroller of Public Accounts and Attorney General of Texas, and if approved by them, recorded in the minutes of this Court.

Cecil Franklin Grant Modnally Bert B. Parr T. C. Raney Dan Bynum County Judge County Commissioner Prec County Commissioner Prec County Commissioner Prec County Commissioner Prec

THE STATE OF TEXAS

I, the undersigned, County Clerk of Titus County, Texas, do hereby certify that the above and foregoing is a true and correct copy of a certain Resolution and Order, of the Commissioners' Court of said County, of record in Vol. 9 page 124, of the minutes of said County.

Witness my official hand and seal this 22nd day of March, 1963.

H. L.Bowden, County Clerk, Titus County, Texas CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Commissioners Court, after having given to the County Attorney of Titus Countythirty days written notice to file delinquent tax suits, and

(2) having received from him a written statement declining the request of this court to file delinquent tax suits, for reasons therein stated, and waiving his right to the 30-day period and consenting to the Court's entering into a contract with others for the collection of delinquent taxes, without awaiting the 30-day period,

end a record thereof having been made in the Minutee of eaid Court; and

WHEREAS, The Commissioners Court of Titus County, Texas, joined by the Comptroller of Public Accounts of the State of Texas, deem it necessary and expendient to contract with some competent attorney to enforce the collection of all delinquent State and county taxes for a per cent of said taxes, penalties and interest actually collected and paid to the Collector of Taxes, as provided in Chapter 21, Acts of the Third Called Session of the 38th Legislature,

Article 7335, Revised Civil Statutes, 1925, Chapter 8, Acts of the Fourth Called Session of the Mist Legislature, Article 7335a, Vernon's Annotated Civil Statutes; and Chapter 229, Acts of the M2nd Legislature, Article 726Ma, Vernon's Annotated Civil Statutes; and

1.10

WHEREAS, After making an investigation into the competency, experience and ability of Traylor Russell, a licensed attorney under the laws of this State, whose post office address is Mt. Pleasant, Texas as to his fitness for said work, and after considering the same, are of the opinion that he is a proper party to take such steps as may be necessary to enforce or assist in the enforcement of the collection of such delinquent taxes by the preparation, filing and pushing to a speedy conclusion all suits for the collection thereof, and that he has no official connection with any county office within said county; and that he is not related within the second degree of affinity or within the third degree of consanguifity to any member of the Commissioners Court, the Tax Collector, or County or District Attorney now holding office in said county,

MOW, THEREFORE, THIS CONTRACT, made and entered into by and between the County of Titus, Texas, a body politic and corporate, acting herein, and by and through the Commissioners Court, joined by the Comptroller of Pub lic Accounts of the State of Texas, hereinafter style! Pirst Party, and Traylor Russell, of the County of Titus, State of Texas, hereinafter style! Second Party:

WITNESSETH

1.

First Party agrees to employ and does hereby employ Second Party to enforce by suit or otherwise, and to aid and assist the local officers in the enforcement of the collection of all delinquent State and county ad valorem taxes, penalty and interest, and all delinquent taxes, penalty and interest (except taxes of independent school districts and incorporated eities and towns) due any and all political subdivisions or defined districts of said county and State which the County Tax Collector receives and receipts for, under the provisions of Article 7254, Revised Statutes, 1925, and shown to be delinquent upon the delinquent tax records of said county from 1919 to the date of the termination of this contract as fixed in Section IX hereof (including such personal property or insolvent taxes as the Commissioners' Court and Second Party mutually deem collectible).

TT.

Taxes which become delinquent during the term of this contract shall become subject to the terms of this contract on September 1st of the year in which the same shall become delinquent. And further, with reference to taxes not now delinquent, but which become delinquent during the term hereof, or taxes which may have fallen delinquent on February 1st or subsequent thereto next preceding the date of this contract, it is agreed that where suit is or has been brought on any property for prior years delinquent taxes, Second Party shall include in his action all taxes on the property involved, delinquent before trial, whether before or after September 1st of such year; and where the State and county or impleaded or intervene in a suit brought by another taxing suit, it shall be Second Party's duty to include in his answer or intervention all taxes delinquent before trial on the property inevolved, whether such taxes shall fall delinquent before or after September 1st of such year and in all such cases Second Party shall be entitled to the commission herein provided for collecting delinquent taxes.

ın.

Second Party is to call to the attention of the County Tax Collector or other efficials any errors, double assessments, or other discrepancies coming under his observation during the progress of the more, and all charges on the tax rolls that show from 1010 to the date of

the termination of this contract to be delinquent , which are saused through error, conflicts, double renditions, illegal assessments, etc. A cancellation certificate shall be prepared on forms furnished by the State Comptroller of Public Accounts, Austin, Texas, showing how such errors came about, and which shall be sufficiently full and complete as to justify the Commissioners Court in ordering a cancellation certificate issued, and that will meet with the of the Comptroller of Public Accounts, Austin, Texas.

approval

IV.

Second Party hereby agrees and obligates himself to communicate with each and every person, firm, association or corporation owing any of such taxes, with a view of collecting same; and shall, before filing cuits for the recovery of delinquent taxes for any year or years prepare, in triplicate, delinquent tax notices, and shall mail one of such notices to the owner or owners of said property at their last known address, covering all delinquent taxes shown to be due on the tax rolls of said county, as provided for in Article 7324, revised Civil Statutes, 1925, as amended by Chapter 117, page 196, Acts of the 42nd Legislature, Regular Session, and file one copy of such notice with the Tax Assessor-Collector. In the event that the taxes, together with penalty and interest, are not paid within thirty (30) days from the date such statements and notices are mailed, then Second Party shall prepare, file and institute, es soon es practical thereafter, a suit for the collection of said taxes, penalty and interest, which suit shall include all past due taxes for all previous years on such trace or tracts; and where there are several lots in the same addition or subdivision delinquent. belonging to the same owner or owners, all said delinquent lots shall be made the subject of a single suit, and which suit shall be prosecuted with dispatch to final judgment and sale unless said taxes are sooner collected.

٧.

Second Part, where it is necessary to prepare and file suits for the enforced collection of delinquent taxes on real property, shall make and furnish an abstract of the property which shall show the amount of delinquent taxes due against each and every tract, lot or parcel of land, and shall show the number of scres so delinquent and a correct description of the property, the year delinquent, how it was charged upon the tax rolls, the correct name of owner or owners of the property at the time it became delinquent, the person from whom and the date that he or they derived title to said perperty, the Wolume and page of public records that his or their deeds or other title evidence is of record, and the date that each subsequent change of ownership occurred down to the present ownership. It shall further show the name of any and all outstanding lien holders and lease-hold interests of record, and all other information necessary for the proper preparation and filing of suit or suits for the collection of delinquent taxes. Second Party shall perform these services at his own cost and expense.

And in case such abstract is not placed with the papers in a court proceedings, it shall be filed with the Tax Collector for the purpose of maintaining its preservation until such time as all of the taxes to which it pertains, or such part thereof as are held to be due, are paid.

VĪ.

Second Perty shall prepare, or aid and assist the County or District Attorney in preparing, all petitions, citations, notices by publication, personal service citations, notices by posting, judgments, notices of sale, orders of sale and any and all other things necessary or required to be done for the collection of all delinquent taxes, and shall render all necessary and proper assistance to each of the other efficers to the end that all taxes assessed or unknown and unrendered now delinquent, or that may become delinquent during the life of this contract and be so reported on Comptroller's forms provided therefor, may be collected; and when collections are not made, to assist in reducing same to final judgment and

VII

It is further agreed and understood that Second Party shall furnish, at his own expense, all stationery, legal blanks or forms, stamps, envelopes and printing, together with all labor necessary to complete said contract including labor and expense incurred in procuring data and information as to the name, identity and location of necessary parties, and in procuring necessary legal descriptions of the property as provided in Paragraph V, and the expenses incurred in citing the defendanta by publication in all cases where such expenses are not collected as costs against the defendant or defendants in the tax suit, but in no event shall such cost be paid to Second Party; and Second Party shall pay off and discharge any and all bills for any other expenses incurred in the prosecution of said work, and it is hereby understood and agreed that said Pirst Party shall not be responsible for the payment of such expense or any part thereof.

VIII.

First Party agrees to pay to Second Party as compensation for the services hereunder required 15 per cent (not to exceed fifteen (15) per cent) of the amount collected of all delinquent taxes, penalty and interest of the years covered hereby, actually collected and paid to the collector of Taxes during the term of this contract, which Second Party is instrumental in collecting as evidenced by copies of communication, tax notices or abstracts filed with the Tax Collector prior to the payment of such tax, including collection of taxes on property not appearing on the assessment rolls not shown delinquent, but which would have been so shown had it been properly assessed, discovered by said Second Party, as and when collected, following the end of each month within the period of this contract, accordingly as the Collector makes up his monthly report. The per cent of compensation here referred to shall be contingent upon the collection of such taxee as by Act of the Legislature are required to be collected. Should any remission of penalty and interest on taxes appearing on the delinquent records be made by lesislative enactment effective during the period of this contract, the same shall not be collected nor commission allowed thereon. Also, ad valorem taxes, delinquent, lavied against State-owned property for county and district purposes, the payment of which is to be taken care of by legislative appropriation provided for by Statute, are excluded from the provisions of this contract. Second Party shall not receive or collect any taxes, penalty or interest under this contract, but the same shall be paid to the Tax Assessor-Collector as other delinquent taxes.

IX.

This contract shall be in force from April 1,1963, to December 31, 1964, both dates inclusive, (not to extend beyond December 31, the end of the present administration of the Commissioners Court), and at the expiration of said period this contract shall terminate, except the contractor shall be allowed six (6) months in which to prosecute to trial court judgment suits filed prior to December 31, 1964, terminating date of this contract provided, and shall handle to conclusion all suits in which trial court judgments are obtained during the period of this contract and which are appealed by any party. The Commissioners Court and the State Comptroller shall have the right to sconer terminate this contract for cause, giving thirty (30) days written notice of such intention, with a statement of the cause or reasons for such termination, after giving Second Party a reasonable opportunity of explaining or redifying the same. In case of such termination, Second Party shall be en-

x.

Before any commissions are paid out under the terms of this contract, Second Party shall furnish a good and sufficient bond, payable to the County Judge and to his successors

in office, in the sum of Five Thousand Dollars, (not to be less than \$5,000.00 accordingly as the Commissioners Court deems just and proper) to be executed by a solvent surety company; or if executed by private parties, the bond shall be signed by at least three good and sufficient sureties owning unincumbered real estate subject to execution, of value equal to f the amount of bond and conditioned upon the specific performance of the terms hereof, including the making of reports, provided for in Section XI of this contract, and further conditioned that he shall forthwith pay over to the Tax-Collector, or other persons justly entitled thereto, any money or commissions paid him by mistake, through error, or otherwise, Said bond shall be approved in open Commissioners Court, signed by the County Judge, filed and recorded in the County Clerk's office, and a certified copy of same furnished to the State Comptroller.

n.

At the end of each month, or as soon thereafter as the Tax Assessor-Collector shall have made up his report showing collections made for such month, said Second Party shall have sccess to said report and shall by comparison of the same with his own files or records of service, copies of which he has filed with the Tax Assessor-Collector, make up in triplicats a report of collections out of which he is entitled to commission under the terms of this contract. Second Party shall also have access to the Collector's Receipts for such collections and shall, in his reports to be made on forms furnished by the Comptroller, show each year and the taxes collected therefor on a separate line. Also, where collections are made after suit has been filed and commission allowed at a greater or different rate under the terms of this contract Second Perty, being guided by the file docket of the Clerk of the Court, shall prepare and attach to his reports to be filed with the Tax Assessor-Collector a list showing number of suit and date filed; but in no event shall Second Party receive compensation in excess of fifteen (15) per cent as herein provided. After the report has been signed and sworn to by Second Party, two copies of the same shall be delivered to the Tax Assessor-Collector, one to be attached to and gent with the Collector's monthly report to the Comptroller, the other to be filed in the Gollector's office, and the third copy to be retained by Second Party.

XTT.

Each month, after having received copies of the contractor's report as provided for in the preceding Section, and after having checked the list of taxes shown therein with his own report and with copies of communications filed with him, as provided for in Section MIII of this contract, and after having verified the correctness of commissions claimed, the County Tax Assessor-Collector is he reby authorised, ordered end directed to deduct the above specified per cent of said taxes, penalty and interest, or such amount as can be allowed under the penalty and interest restriction, to which Second Party is entitled, and to pay the same to him unless otherwise herein directed, and to take his receipt as provided for on Form 107, Contractor's Report, which when received in the Comptroller's office will be the Comptroller's authority to allow the said Tax Assessor-Collector credit for the amount so paid. The Tax Assessor-Collector, before complying with the provisions of this Section, shall first satisfy himself that the bond required of Second Party under the provisions of Section 10 of this contract has been approved and placed on record in the office of the County Clerk; and it is hereby further provided, that should any question arise regarding ... commission claimed, the Tax Assessor-Collector shall withhold the payment of such commission or an amount equal thereto, placing the same in escrow, and apply to the State and county, Accordingly as they may be affected, for information and direction as to the proper amount of commission due to be allowed under the terms of this contract.

MOTE

Should the Commissioners Court and the contracting party elect that the commissions withheld be pisced in an escrew fund and paid to the Second Party otherwise than as provided in Section XII of this contract, another Section setting forth the method of payment to the contracting party should be added to and inserted in this contract preceding the last page prepared for the signatures of the contracting parties.

XIII.

In order that the Tax Assessor-Collector may be able to verify and attest the correctness of commissions claimed by Second Party, as evidence of service and to entitle him to the commissions provided for in this contract, Second Party shall file with the Tax Assessor-Collector prior to time of payment, copies of such communications, tax notices or abstracts which shall be preserved by the Tax Assessor-Collector in some systematical order as will make them easily accessible for the purpose of verification or for such other value as the same may have in case it becomes necessary for the county and State to buy in such properties at tax sales. Said copy or copies shall also contain such anformation or reference as will enable the Tax Assessor-Collector to readily locate the tax as it appears on his delinquent forms and delinquent records.

XIV.

It is further agreed and understood that this contract is for personal services and is not transferable or assignable without the written consent and approval of First Party. It is also agreed that the Commissioners Court of said county shall furnish suitable space in or near the courthouse, as convenient to the records of said county as may be, for the purpose of carrying out the obligations of this contract by Second Party, all of which shall be performed by him in Titus County, Texas.

XV.

It shall be the duty of the Commissioners Court and and of all other officials of said county to cooperate with and render such reasonable assistance to said Second Party as the circumstances may require, Said assistance, however, is not to include the actual performance of the work herein designated to be performed by Second Party; and it being the duty of the County Attorney or of the District Attorney (where there is no County Attorney) to actively assist Second Party in the filing and pushing to a speedy conclusion all suits for the collection of delinquent taxes, it is hereby provided that where the County Attorney or District Attorney (Where there is no County Attorney) shall fail or refuse to file and prosecute such suits in good faith, the Attorney prosecuting suits under this contract is here fully empowered and authorised to proceed with euch suits without the joinder and assistance of said County or Destrict Attorney, Second party shall not become the purchaser of any property at tax sales under this contract, but may bid in the property for the State or county at such sales.

Revised - 1952

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IN COMSIDERATION of the terms and compensation herein stated, the Second Party hereby accepts said employment and undertakes the performance of said contract as above written.

WITHESS THE signatures of all parties hereto in triplicate originals, this the 22nd day of March, A. D. 1963, Titus County, State of Texas.

Ret

Geoil Frenklin, County Judge
Grant HeAnally, Commissioner Preet #1
Bert B. Parr, Commissioner Preet #2
T. O. Baney, Commissioner Preet #2
Dan Bynum, Commissioner Preet #4

PIRST PARTY

Traylor Russell Second Party

THE STATE OF TEXAS DEPARTMENT OF COMPTROLLER

Examined and approved as to substance and form only, on this the 8 day of April, A. D.,1963.

Robert S. Calvert Comptroller, of Public Accounts, State of Texas

Exemined and approved as to substance and form only, on this the 29 day of March, A. D. 1963

Waggoner Carr Attorney General

By Marvin H. Brown, Jr., Assistant

THE STATE OF TEXAS

I, the undersigned, County Clerk of said county, certify that the above and foregoing is a true and correct copy of a contract recorded in Volume 9, Page 124 in the Minutes of the Commissioners Court of said county.

WITNESS my hand and seel of said Court on this the 22nd day of March, A. D. 1963.

(SEAL)

H. L.Bowden, County Clerk

THE STATE OF TEXAS

I, Harris R. Pender, Vice Pres ident of James C. Tucker & Co., In., DO HERESY CERTIFY that said James C. Tucker & Co., inc. has received from --

Cooil Franklin,

County Judge

H. L. Bowden.

County Operk

Warence C. Chark, County Treasurer

of Titus County, Texas, \$77,000 TITUS COUNTY PERMANENT IMPROVEMENT WARRANTS, SERIES 1961, dated May 15,1961, numbers 1 to 77, both inclusive, of the denomination of \$1,000 each, bearing 5% interest per annum, and maturing on May 15th, \$5,000 in each of the years 1978 to 1987, inclusive, \$10,000 in each of the years 1988 and 1989, and \$7,000 in 1990.

I FURTHER CERTIFY that the said James G. Tucker & Co., Inc. is the owner and holder of certain claims or accounts aggregating \$77,154.73, duly audited and allowed by that certain order adopted by the Commissioners' Court of Titus County, Texas, on the 8th day of April, 1963, which claims or accounts are described in detail in said order, and reference thereto is hereby made for a full, complete and accurate description of said claims or accounts.

I FURTHER CERTIFY that said James C. Tucker & Co., Inc. has delivered to the County Officials above named, each and all of such claims or accounts described in the aforesaid order of the Commissioners' Court, and which claims or accounts are to be cancelled by said officials, the delivery of said claims or accounts being in lieu of the above described \$77,000.00 TITUS COUNTY PERHANENT IMPROVEMENT WARRANTS, SERIES 1961, dated May 15, 1961, received by James C. Tucker & Co., Inc. from the County Officials hereinabove named; the excess of \$154.73 as shown by said claims having been carried forward to the next exchange of claims for warrants.

Witness My Hand this 8th day of April, 1963.

Harris R. Fender, Vice President James C. Tucker & Co., Inc. STATE OF TRIAS

COUNTY OF TITUS

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TO THE HONORABLE COUNTY JUDGE OF TITUS COUNTY, TEXAS

We, the undersigned legally qualified voter of Wilkinson Common School District No. 15, in Titus County, Texas desiring to consolidate said district with the Talco Independent School District No. 903 of Titus County, Texas, hereby make application to the Honorable County Judge of Titus County, Texas for an order for an election to be held in said Wilkinson Common School District No. 15, for the purpose of determining wheather or not a majority of the legally qualified voters of said district desire that Wilkinson Common School District No. 15 of Titus County, Texasshall be consolidated with the Talco Independent School District No. 903 of Titus County for School Purposes, and hereby showing that said district are contiguous and we pray said judge to so call and order an election for caid Purposes:

PETITION FOR ELECTION TO CONSOLIDATE DISTRICTS

THE STATE OF TEXAS

COUNTY OF TITUS

TO THE HONORABLE COUNTY JUDGE:

We, the undersigned legally qualified voters of (a) Wilkinson Common School District No. 15, in Titus County, Texas (b) desiring to consolidate said district with each of the following named school districts:

- 1. (e) Talco Independent School(name of a district to be consolidated) District No. 903 of Titus County, Texas
- 6. (c) District No. 15 of Titus County, Toxas, respectfully pray the Honorable Judge of Titus County, Toxas, to order an election in said (a) Wilkinson Common School District No. 15 of Titus County, Toxas, for the purpose of determining whether or not a majority of the legally qualified waters of said district desire to be consolidated with each of the above named districts for school purposes.

DATED this 26th day of February, A. D. 1963.

(d)

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B. P. Moles
Nona G. Moles
Christine Harrie
                                                                 E. M. Bragg
Albert Riddle
Olive Riddle (Mrs. Albert)
       Gladys Anchutz
                                                          16.
                                                                  J. L.Blalock
     W. E. Anschuge
Eva L. Lum
Louis Logan
H. Y. Blalock
                                                                 Hery Helen Blalock
Jean Riddle (Mrs. C. Y.
                                                          19.
                                                                 C. V. Riddle
A. N. Perish
                                                          20.
                                                                 Sarah N. Parish
      Lige Allen
                                                         21.
      Lena Mae Blalock
                                                          22.
                                                                 T. W. Leake
11. J. I. Grump
12. Winnie Brage
                                                                 Mrs. Melvin Basley
                                                                 Melvin Easley
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PETITION FOR SCHOOL TAX AND ELECTION:

THE STATE OF TEXAS

WILKIMSON COMMON SCHOOL DISTRICT NO. 15

TO THE HONORABLE COUNTY JUDGE OF TITUS COUNTY, TEXAS:

WE, THE UNDERSIGNED, qualified resident property taxpaying voters of WILEINSON COMMON SCHOOL DISTRICT NO. 15 of TITUS COUNTY, TEXAS, who own taxable property in said District and who have duly rendered the same for taxation, respectfully pray that you order an election to be held in said District at the earliest date practicable, for the purpose of submitting the following propositions to the resident qualified property taxpaying electors of said WILEINSON COMMON SCHOOL DISTRICT NO. 15, who own taxable property in said District and who have duly rendered the same for taxation, for their section thereupons

PROPOSITION NUMBER 1

"SHALL the Commissioners' Court of Titus County, Texas, be authorized to annually levy and collect in the manner provided by 1sw an annual ad valorem tax at a rate of not to exceed ONE DOLLAR AND FIFTY CENTS (\$1.50) on each one bundred dollars' valuation of all taxable property in WILKINSON COMMON SCHOOL DISTRICT NO. 15 of TITUS COUNTY, TEXAS, for the further maintenance of public free achools in said District, as provided by the terms and conditions of Articls 2784e-1, V.A.T.C.S., as amended?"

If such tax is so adopted by majority vots of the duly qualified resident property taxpaying voters voting at said election therefor, then the provisions of Article 278ke-1, V.A.T.C.S., as amended, shall apply to such District.

DATED, this the 16th day of February, 1963.

Respectfully submitted,

'Arlene Anschuts

A. J. Blalock

R. L. Wyant

E. G. Elker

W. W. Blalock

C. C. Blalock

Morris Blalock

Momer Thompsond

Gussie Blalock

Mrs. Walter W. Blalock

Mrs. Morris Blalock

Mrs. Lillian Thompson

Mrs. Allen Dyke

Wesley Blalock

Mrs. Wesley Blalock

Mrs. Wesley Blalock

Mrs. Wesley Blalock

Mrs. Alsenubs

THE STATE OF TEXAS COUNTY OF TITUS

TO THE HONORABLE COUNTY JUDGE OF TITUS COUNTY, TEXAS

We, the undersigned legally qualified voters of the Talco Independent School District No. 903, in Titus County, Texas, desiring to consolidate said district with the Wilkinson Common School District No. 15 of Titus County, Texas, hereby make application to the Honorabl County Judge of Titus County, Texas, for an order for an election to be held in said The St. Talco Independent School District No. 903 for the purpose of determining wheather or not a majority of the legally qualified voters of axid district desire that the Talco Independent School District No. 903 of Titus County, Texas shall be consolidated with the Wilkinson Common School District No. 15 of Titus County, Texas, for school purposes, and hereby showing that said district are contigueous and we pray said judge to so call and order an election for said purposes

Dated this the 25th day of Pebruary 1963.

PETITION FOR ELECTION TO CONSOLIDATE DISTRICTS

THE STATE OF TEXAS

TO THE HONORABLE COUNTY JUDGE:

WE, the undersigned legally qualified voters of (6) Taleo Independent School District No. 903, in Titus County, Toxas (b) desiring to consolidate said district with each of the following named school districts:

1. (c) Wilkinson Common School (Name of a district to be sonsolidated) School District No. 015 of Titus County, Texas

District No. 903 of Titus County, Texas, respectfully pray the Honorable Judge of Titus County Texas, to order an election in said (2) Taleo Independent School District No. 903 of Titus County, Texas, for the purpose of determining whether or not a majority of the legally qualified voters of said district desire to be consolidated with each of the above named districts for school purposes.

DATED this

day of

A. D. 19

Jerry Jones Glenn Gaulden J. M. Pussell John F. Cook Mrs. Herman McElroy A. E. Poster Jo Blakely 17. Mrs. Jack Winn William Z. Perdue ļ. 10. Mrs. Herbert Kelley ü. A. P. Bowman 19. 20. Mrs. Rose Gartman J. C. Stewart 13. 14. 15. Mrs. R. J. Rosson A. L. Sikes J. H. Dickenson M. A. Owings L. L. Reed 22. Mrs. A. G. Eberts J. G. Simmons M. S. Barber W. H. Kelley Ernest S. Carroll Mrs. Glenn Gaulden 16. NOTICE OF ELECTION TO CONSOLIDATE DISTRICTS: THE STATE OF TRIAS COUNTY OF TITUS TO THE QUALIFIED VOTERS OF THE HEREINAPTER NAMED SCHOOL DISTRICT: TAKE NOTICe that an election will be held on the 23rd day of March 1963, in the Taloo Independent School District No. 903, and the Wilkinson Common School District No. 15 at the places, in the manner, and on the proposition set forth in the attached copy of an ORDER for ELECTION TO CONSOLIDATE DISTRICTS, duly entered by the County Judge of Titus County, State of Taxas, on the 1st day of March 1963, Said attached Order for Election to Consolidate Districts being made a part of this notice for all intents and purposes. Cecil Frenklin, County Judge /=/= Tit us County, Taxes ORDER OF ELECTION TO COMSOLIDATE DISTRICTS THE STATE OF TEXAS COUNTY OF TITUS WHEREAS, on the 26th day of February, A. D. 1963, a petition was presented to me for an election to be held in each of the following named school districts located in (a) Titus County, Taxas, to-wit: 1. (b) Wilkinson Common School District No. 15, of said County, 2. (b) Talco Independent School District No. 903, of said County, It appeared that each of said contiguous districts have been properly established and created and are legally and validly existing school districts: Therefore, I, in my capacity of County Judge of Titus County, Taxas, do hereby order that an election be held on the 23rd day of March, 1963, in The Wilkinson Common School District No. 15 and the Taloo Independent School District 903. To determine whether or not a majority of the legally qualified voter of said D₄ strict desire that they shall be consolidated as indicated above for school purposes. I further order that said election shall be held at the following places in said districts and the following named person is hereby appointed presiding officer and he or she shall select two Judges and two Clerksto assist him or her in holding the same and he or she will and shall, within five days after said election has been held, make due return thereof ot the Commissioners' Court of this County as is required by law for holding a General Elections 1. In Wilkinson Common School District at the School Building, within the said District, with W. W. Blalook as presiding Judge; 2. In Talco at the School Building in Talco, Taxas, and within said district, with Krs. V. B. Welch as presiding Judge: All persons who are legally qualified voters of this Stateand of this opunty and who are resident voters in said district shall be entitled to vote at said election, and all voters who favor the proposition to consolidate the said Districts for school purposes shall have written or printed on their ballote, the words; "FOR CONSOLIDATION" the proposition
And those opposed/te consolidate the said Districts for School purposes shall have written

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or printed on their ballots, the words;

"AGAINST CONSOLIDATION"

Notice of said Election shall be given by posting three notices thereof in three public places within the boundaries of said District for Twenty days prior to the date of said election.

Dated this 1st day of March, 1963.

/s/ Cooil Franklin, County Judge Titus County, Tomas

COUNTY JUDGE'S ORDER FOR SCHOOL TAX ELECTION AND OR ELECTION TO CONSOLIDATE WITH TALCO

THE STATE OF TEXAS

WILKIESON COMMON SCHOOL DISTRICT NO. 15

COUNTY OF TITUS

WHEREAS, herefore, on the 1st day of Merch, 1963, petitions had been presented to me Cecil Pranklin, County Judge of Titus County, Texas, preying that an election be held in the Wilkinson Common School District No. 15 of Titus County, Texas, at the earliest date practiceable, for the purpose of submitting to the resident qualified property taxpaying electors of said District, who own taxable property therein and who have duly rendered the same for taxation, for their action thereupon two separate propositions, being a propositions, being a proposition to levy a tax for the further maintenance of public free schools of said District and a Proposition to be or not to consolidate with the Talco Independent School District No. 903.

WHEREAS, it affirmatively appears to my satisfaction that said petitions is signed by more than twenty (20) resident qualified taxpaying electors of said Wilkinson Common School District No. 15 of Titus County, Texas, who ewn taxable property in said District and who have duly rendered the same for taxation; and

NOW THEREFORE, I, Geoil Franklin, in my capacity as County Judge of Titus County, Tomas, DO HEREBY ORDER that an election be held in said District on the 23rd day of March, 1963, which date is sufficient to allow the posting of the notice of said election for at least twenty (20) full days prior to the date of said election, at which election, in accordance with said petition the following prepositions shall be submitted to the resident qualified property tax paying electors of said school District for their action thereupons

PROPOSITION NUMBER 1

"Shall the Commissioner's Court of Titus County, Texas, be authorized to annually levy and collect in the manner provided by law an annual ad Valorem tax at a rate of not to exceed OME DOLIAR AND FIFTY CENTS (1.50) on each one hundred dollars' valuation of all taxable property in the Wilkinson Common School District No. 15 of Titus County, Texas, for the further maintenance of a public free schools in said District, as provided by the term and conditions of A Article 278he-1, V.A.T.S.C., as emended?"

If such tax is so adopted by a majority vote of the duly qualified resident/Condian Top 135)

NOTICE OF SPECIAL ELECTION

STATE OF TEXAS

COUNTY OF TITUS

WILKINSON COMMON SCHOOL DISTRICT NO. 15

TO THE RESIDENT QUALIFIED PROPERTY TAXPAYING ELECTORS OF THE WILKINSON COMMON SCHOOL DISTRICT NO. 15, OF TITUS COUNTY, TEXAS:

TAKE NOTICE that an election will be held on the 23rd day of March, 1963 in the Wilkinson Common School District No. 15 of Titus County, Texas, at the place, in the manner, and on the propositions set forth in the attached copies of ORDER FOR SCHOOL TAX ELECTION, duly entered by the County Judge of Titus County, Texas, on the 1st day of March 1963, said attached order for school Tax Election being made a part of this notice for all intents and purposes.

Cocil Franklin, County Judge, Titus Co. Texas

NOTICE OF ELECTION TO CONSOLIDATE DISTRICTS

STATE OF TEXAS

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WILKINSON COMMON SCHOOL DISTRICT NO. 15

TO THE QUALIFIED VOTERS OF THE HEREINAFTER NAMED SCHOOL DISTRICT:

TAKE NOTICE that an election will be held on the 23rd day of March, 1963 in Wilkinson Common School District Sc. 15, and The Talco Independent School District Sc. 903 at the places, in the manner, and on the propositions set forth in the attached copy of an order for Blection to Consolidate Districts, duly entered by the County Judge of Titus County, State of Texas, on the 1st day of March 1963. Said attached order for Election to Consolidate being made a part of this notice for all intents and purposes.

Cecil Franklin, County Judge, Titus County, Texas property taxpaying voters voting at said election therefore, then the provisions of article 2784e-1, V.A.T.G.S., as amended, shall apply to such District.

PROPOSITION NUMBER 2

"Shall the Wilkinson Common School District No. 15, or shall not the Wilinson Common School District No. 15, CONSOLIDATE with the Tales Independent School District No. 903, to determine whether or not a majority of the legally qualified voters of said District desire that they shall be consolidated as indicated for school purposes.

It is further ordered that the ballots for said election chall be prepared in sufficient number and in conformity with Chapter 6, V.A.T.C.S., Election Code, as amended, and that printed on such ballots shall appear the following propositions:

PROPOSITION NUMBER 1

* FOR SCHOOL TAX*

"AGAINST SCHOOL TAX"

PROPOSITION NUMBER 2

"FOR CONSOLIDATION"

"AGAINST CONSOLIDATION"

As to each of the foregoing propositions, each voter shall mark out with pen or pencil one of such expressions, thus leaving the other as indicating his or her vote on the proposition. ON PROPOSITION NO.1, none but resident qualified property texpaying electors of said School District, who own property therein subject to taxation and who have duly rendered the same for taxation, shall be allowed to vote at said election.

PROPOSITION NUMBER 2. all who are legally qualified voters of this State and of this County and who are resident voters in said District shall be entitled to vote at said election.

I further order that said election hall be held at the Wilkinson Common School Distrctt No. 15, within said District, and W.W. Blalock to be the Presiding, judge and he shall select two Judges and two Clerk to sasist him in holding the same and he shall, within five days after said election has been held, make due return thereof to the Commissioner's Court in of this County as required by law for holding a general election.

Sheriff of this County shall give notice of said election by posting three copies of this order on school tax and Consolidation at three different places within the said boundaries of said School D, strict, which posting shall be done not less than twenty (20) days prior to the date fixed for said election. These copies being at the School, at the Phillips Grocery store and some place near the School.

Said election shall be held on March 23, 1963, and conducted as provided by law By for general elections, except as modified by Chapter 13, title 49, of the 1925 Texas revised Civil Statutes and Amendments thereto, and Article 2784e-1 V.A.T.C.S., as amended.

Dated this the 1st day of March, 1963.

Geeil Franklin, County Judge, Titus Co. T.

44 11 AND A CONTRACTOR OF THE STATE O

	The state of the s					
)	SHERIPF'S CERTIFICATION OF POSTING OF MOTICES OF ELECTION FOR SCHOOL TAXES AND TO CONSOLIDATE DISTRICTS					
	STATE OF TEXAS COUNTY OF TITUS					
	I, the undersigned, Sheriff of Titue County, Texas do hereby certify that the foregoing					
1	is a true and correst copy of the Notice of an Election to and for the purpose of a School					
j	Tax Election and to Consolidate Districts giving notice of the election therein mentioned,					
	and that I posted a true and correct copy of said Notices at the following places, to-wit:					
	1. In the Wilkinson Common School District No. 15, at the following public Places:					
ı	1. At School House 2. At Store					
l	3. Some place near the School					
	2. In the Talco Independent School District No. 903, at the following places, to-wit:					
	1. At School House 2. One at Drug Store 3. One at Talco Bank					
,	on the 2nd day of March, 1963, which posting was done not less than 20 full days prior					
	to the date fixed for eaid election.					
	I further certify that the election order thereto attached and made a part of said					
	notice of election to and for the purpose of a School Tax Election and to Consolidate					
	Districts is a true and correct copy of an order to adopted by the County Judge of Titus					
	County, Texas, on the let day of March 1963.					
	/e/ Loyd Graf-Deputy L. A. Redfearn-Sheriff-Titus County, Texas					
1						
J	Subscribed and eworn to before me this day the 2nd day of March 1963					
	/e/ Lurlene LaPrade Rotary-Titus County, Texas					
	TAX ELECTION RETURNS					
,)	County-Wide Special Election					
	THE STATE OF TEXAS					
	COUNTY OF TITUS					
	TO THE COMMISSIONERS' COURT OF TITUS COUNTY, TEXAS:					
	We, the undersigned officers holding an election on the 23rd day of March, 1963, at					
,	Wilkinson School Building, in Wilkinson, Texas, in Titus County, Texas, upon the proposition					
	as set forth in the Order of Special Election as adopted by the Commissioners' Court					
	calling said election do hereby sertify that at said slection only resident property					
	tampaying (1) qualified betere who owned taxable (1) property in said County and who had					
•	duly rendered the same for taxation (1) were permitted to vote, and that there were					
	h3 (2) votes cast, of which number there were east:					
	FOR Tax Raise 39 votes					
•	*AGAINST* Tax Raise k votes					
	We herewith enclose poll list and tally sheet of said election.					
	WITHESS OUR HANDS, this the 23 day of March, 1963.					
	/s/ Mrs. W. E. Ansohutz /s/ W. W. Blelook Clerk Presiding Judge					
)	/e/ Mrs Weeley Blalook /e/ F. H. Anachuts					
	olerk Assitant Judge					

/e/ Mrs V. V. Blalook Olerk I. If the only requirement for votin is that the voter be a qualified voter strike out the words "property Taxpaying"-"Who owned taxable property"-"and who had duly rendered the same for Taxation."

2. The total number of calid votes should be placed in the blank. A voter who fails to wote for or against the proposition submitted, or a voter who strikes both the proposition for and the proposition against has not used his ballot to espress his vote and his ballot is not counted. The total votes FOR plus the total votes AGAINST must equal the number of votes shown for the total votes cast.

RETURNS OF ELECTION TO CONSOLIDATE DISTRICTS

THE STATE OF TEXAS
COUNTY OF TITUS

To The HONORABLE COMMISSIONERS! COURT OF Said County:

WE, the undereigned officers, holding an election on the 23rd day of March, A.D. 1963, in (a) Wilkinson Common School District No. 15, of Titus County, at the Wilinson School Building, within said district, for the purpose of determining whether or not a majority of the legally qualified voters of said District desire that (a) Wilkinson Common School District No. 15, of Titus County, shall be consolidated as provided in the order calling

HEREBY CERTIFY that at said election there were cast (b) 52 votes, of which number there were cast:

"For CONSOLIDATION"

17_Votes

"AGAINST CONSOLIDATION" -----

35_Votes

We further certify that each of the election officials executing this return was duly appointed in the order calling this election or by the Presiding Judge or was elected by the voters present at the polls to serve at said election in the capacity stated under each of our signatures. That all persons appointed in the order calling said election not executing this return failed to appear at the polls to conduct said election.

We herewith enclose poll list and tally sheet of said election. WITHESS OUR HANDS, this the 23rd day of March, A.D. 1963.

/e/ W. W. Blalock Preciding Officer

/s/ Mrs W. W. Blalock

/e/ F. H. Anschutz Judge

/e/ Mre W. E. Anschuts

/e/ Mrs Wesley Blalock Clark

(a) Insert the name of District EXACTLY as it is shown in the PETITION, ORDER OF KLECTION and NOTICE OF ELECTION, If each District has such name as "Oakville," then insert.

(b) List all valid and local votes cast, Do not include mutilated, defaced or improperly marked ballots. Total votes cast should equal total of votes cast "FOR" and "AGRINST."

RETURNS OF ELECTION

TO CONSOLIDATE DISTRICTS

THE STATE OF TEXAS

To The HONORABLE COMMISSIONERS! COURT Of Said County:

COUNTY OF TITUS

WE, the undersigned officers, holding an election on the 23rd day of March, A.D. 1963,

(a) Taloo Independent School District No. 903, of Titus County, at the Taloo School

Building, within said district, for the purpose of determining whether or not a majority of
the legally qualified voters of said District desire that (a) Taloo School District No. 903,

- 250		1							
	of Titue County, shall be consolidated as provided in the order calling said election.								
a	HEREBY CERTIFY that at said election there were cast (b) 56 votes, of which								
U ·	there were dest:								
	POR CONSOLIDATION ********* 55 Votes								
	AGAINST CONSOLIDATION ***********************************								
,	We further certify that each of the election officials executing this retyrn was duly appointed in the order calling this election or by the Preciding Judge or was elected by the voters present at the polls to serve at said election in the capacity stated under each of our signatures. That all persons appointed in the oreder calling said election not executing this return failed to appear at the polls to conduct said election.								
	We herewith enclose poll list and tally sheet of said election.	l							
	WITNESS OUR HANDS, thie the 23rd day of March, A.D. 1963	ı							
<u>l</u>	/e/ Mre W. E. Welch Presiding Officer	l							
i	/a/ Mre M. E. Jones /e/ Mre E. W. Smith	l							
	Clerk								
C}									
	ORDER DECLARING RESULTS OF FLECTION TO CONSOLIDATE DISTRICTS and/Or Tax Election								
	STATE OF TEXAS								
	COUNTY OF TITUS								
	On this the 6th day of April, 1963, the Commissioners' Court of Titus County, State of Texas, sonvened in Regular session at its regular meeting place in the County Courthouse, Mt. Pleasant, Texas, with the following members present to-wit:								
	Geeil Franklin County Judge								
	Grant McAnally Commissioner Precinct # 1 Commissioner Precinct # 3								
L.I	Bert Farr Dan Bynum Commissioner Precinct # 2 Commissioner Precinct # 4								
	and the following absent: <u>none</u> , Constituting a quorum, and among preceedings had by the Commissioner's Court were the following:								
	There came to be considered the returns of an election held on the 23rd day of March, 1963, in the Wilinson Common School District No. 15 and the Talco Independent School District No 903, of said County, for the purpose of determining whea her said districts shall be consolidated as provided in the order celling said election and it appearing that said election was in all respects legally held and that said returns were duly and legally made and that there were cast at said election welld and legal votes, of which numbers were cash:								
	Wilkinson Common School District No. 15								
0	"For Consolidation								
	Talco Independent School District No. 903								
,,,,,	"Por Consolidation"								
	It is therefore found, declared and so ordered, by the Commissioners' Court of Titus County, Texas, that a majority of the qualified votere of said district, voting at said election, voted Against the proposition to consolidate said school districts for the school purposes as provided in the order calling said election and that therefore, this Wourt does hereby declare said proposition to have been defeated.								
	The above order being read, at we moved by Commissioner Bert Parr, andwas second Commissioner Grant McAnally that the above be declared defeated, Thereupon the question being called for, the following members of the Court voted AYE: McAnally, Parr, Bynum, Raney and the following voted no: none								
o	There Also came on to be considered the returns of an election in the seid Wilkinson Common School District No. 15 another issue. This issue was wheather the Commissioners' Court of Titus County, Texas, shall have the power to levy and collect annually a tax upon all taxable property in said District for the maintenance of public free schools therein of and at the rate of not exceeding \$1.50 on the one hundred dollar's valuation of all taxable property in said district, as procided by the terms and conditions of article 27848-1, Vernon's Annotated Texas Civil Statutes as amended.								
	Whereas, upon consideration of the returns of said election, it appears that the same was in all respects legally held, after dues notice had been given, and that said returns were duly and legally made and								

Whereas, it appears from said returns, that in respect of the proposition to levy and collect a school tax, there were cast at said election 43 votes, of which number 39 votes were cast "For School Tax"; and \$ votes were cast "Against School Tax"; and

Whereas, upon this canvass, it appears from said returns that in respect to the proposition to lawy and collect a school tax there were cast at said election h3 votes, of which number 39 votes were east "For School Taxes" and four (h) votes were cast "Against School Taxes" and

It is found and declared, and so ordered by the Commissionr's Court of Titus County, Texas:

That the foresaid election was duly and legally called and notice thereof given in accordance with the laws of the State of Texas and the order callin said election; that said election was held in strict conformity with the Constitution and laws of the State of Texas, and the returns thereof have been properly made to the officials of the District entitled to receive same; and that only resident qualified property taxpaying voters of the saidDistrict, who own property * therin subject to taxation, and who have duly rendered the same for taxation where permited to vote at said election, and, further, that said election properly represents the desire of those qualified to vote as foresaid.

We further find that a majority of the resident qualified property taxpaying voters of the District, voting at said election, voted in favor to the levy of said school tax, and that therefore, this Commissioner's Court is authorized to levy, assess and collect such tax within the maximum amount of \$1.50 on the one hundred dollar's valuation of all taxable property within present boundaries of Wilkinson Common School District No. 15, of Titus County, Texas, under provisions of Article 2784E-1 Vernon's Annontated Texas Civil Statues, as amended.

The above order having been read in full, it was moved by CommissionerParr and seconded by Commissioner McAnally that the same be passed. Therefore, the question being called for, the following members of the Court voted AYE: Commissioners, McAnally, Parr, Raney and Bynum; and none voted "No".

Passed and Approved, this the 8th day of Arril, 1963.

/s/ Cecil Franklin
County Judge
/s/ Grant McAnally
Commissioner-Frecinct # 1
/s/ Bert Parr
Commissioner-Frecinct # 2
/s/ T. O. Raney
Commissioner-Frecinct # 3
/s/ Dan Bynum
Commissioner-Frecinct # 4

ELECTION RESULTS

TRUSTER ELECTION OF APRIL 6, 1963

STATE OF TEXAS |

COUNTY OF TITUS]

The Commissioners' Court of Titus County, Texas, mesting in Regular session on this the 8th day of April, 1963, canvassed the trustee election of the warious school districts of Titus County which were held on April 6, 1963, and declared the results as follows:

MIDWAY C S D # 11

Marvin Taylor received 12 vo tee Bill Mewman received 11 votes Charles Raney received 2 votes (write in) Marvin Taylor is hereby declared elected OLD UNION C S D # 12 Henry Roper received 12 votes J. B. Hanson racei ved 2 votes

is hereby declared elected

Henry Roper
WILKINSON CSD # 15

Molvin Easley received 7 votes

Pleas Anschutz received 25 votes

Pleas Anschutz is hereby declared elected.

GREEN HILL CSD # 24				
Charles Robertson	received	7 votes		
Charles Robertson	ie hereby deal	lared elected.		
HARTS BLUFF CSD # 30				
T. H. Walsh	received	19 votes	and the second second	to grade the second
Cherlie Whittle	received	l9 votes	en en grande en grande gra	
Rodney Hammonds		l9 votes		
T. H. Walch	is hereby decl			
Charlie Whittle	is hereby decl			
Rodney Hammonds	is hereby decl	•	* * * * * * * * * * * * * * * * * * * *	
CHAPEL HILL R HS # 706	***			,
Ben Landrum	received	7 votes	y •	
Fradie Moore		6 votes		
Leon Flood		3 votes		
Dean Parker		h votes		
Fredie Noore	is hereby deal	•	ger jar	77
Leon Flood	is hereby deal			
ARGO CSD # 80L	20 1111103, 11001			٠.
J. C. Martin	received	3 votes		
Carl Adams		3 votes		
J. C. Martin	is hereby deel	-		,
Carl Adams	is hereby decl		•	
/INDIELD C S D # 805	20			
Buster S. Walker	received 1	5 votes		
William Troy Owens		votes .		
Albert M. Miller	_	5 vates		
Sobble Eubanks	•	L votes		
Mrs Hazel Black		l vote(write I	m)	
Mrs Burnise Allen		l vote(write 1		
William Troy Owens	is hereby delay		- /	
Albert M. Miller	is hereby deals		•	
OOKVILLE ISD # 901	7- 1101 Anh 114013			•
Vern C. Easley	received 2	votes		
B. C. Vaught		votes		
John McCollum		votes		
Gene Morris		' votes		
Vern C. Easley	is hereby deals			
B. C. Vaught	is hereby decla			
Upon the reading of the	-		due densidenation	by the Commissioner
ourt of Titue County, Te				
hereupon, motion was see			=	-
at the motion to a vote			•	AASTT EKANETTES
Approved and entered t			, u = 0	
-him a.a. mun ansated f	HAT USER WELL OF WAR	LTT TADI		

ELECTION RESULTS

TRUSTEE ELECTION OF APRIL 6, 1963

STATE OF TEXAS

COUNTY OF TITUS I

The Commissioners! Court of Titus County, Texas, meeting in Regular session on this that 8th day of April, 1963, canvassed the elections for County Trustees of Titus County and declare the results as follows:

FOR COUNTY TRUSTEE FOR PRECINCY # 1

IN OLD UNION # 12

E. A. Berrett received none votes
IN GREEN HILL # 24

E. A. Berrett received 7 votes

IN HARTS BLUFF # 30

E. A. Barrett received 19 votes

IN MT PLEASANT # 902

E. A. Barrett received 768 votes

FOR COUNTY TRUSTER FOR PRECINCT # 3

IN MIDWAY # 11

A. J. Brown received 25 votes

IN WILKINSON # 15

A.J. Brown received 18 votes

Jerry Jones received 2 votes (write in)

F. H. Anechuts received 4 votes (write in)

IN ARGO # 804

A. J. Brown received 3 votes

IN TALBO ISD # 903

A. J. Brown received 32 votes

A. J. Brown is hereby declared elected.

Upon the reading of the above and foregoing, and after due consideration by the Commissioner Court of Titus County, Texas, Commissioner Parr moved the above and foregoing be passed.

Thereupon, motion was acconded by Commissioner McAnally and County Judge, Cecil Franklin, put the motion to a vote which carried by a unanimous vote.

APPROVED AND ENTERED THIS THE 8th day of April, 1963.

/s/ Cecil Frenklin County Judge, Titus County, Texas