

Motion made by Commissioner Parr and seconded by Commissioner Raney to accept relocation of roads from Texas Utilities Service. Motion carried.

Motion made to pay precinct employees by Commissioner Raney and seconded by Commissioner Taylor. Motion carried.

THE ABOVE AND FOREGOING MINUTES WERE READ AND APPROVED FOR JULY ON THIS THE 31ST JULY, 1972

Paul D. Mason
County Judge, Titus Co. Texas

Allen Talbrade
County Clerk, Titus Co. Texas

REGULAR SESSION

LET IT BE REMEMBERED THAT THE TITUS COUNTY COMMISSIONER'S COURT met in regular session on Monday August 14, 1972 at 9:00 A.M. in the county courthouse in Mt. Pleasant. The following members were present:

John W. Mason
Rayford Taylor
Bert S. Parr
T. O. Raney
Dan Bynum

County Judge
Commissioner Precinct # 1
Commissioner Precinct # 2
Commissioner Precinct # 3
Commissioner Precinct # 4

IN THE MATTER OF INVESTIGATOR FOR DISTRICT ATTORNEY OFFICE:

Motion made commissioner Parr & seconded by Commissioner Bynum to participate with the other counties of the 76 Judicial District for a Investigator for District Attorney office. Titus County share being \$366.80 for calendar year 1973, same to be available January 1, 1973. Motion carried.

IN THE MATTER OF RESIGNATION OF COUNTY AGENT

Motion was made by Commissioner Bynum and seconded by Commissioner Parr to accept resignation of E.E. Neal, Jr. as county agent of Titus County. Motion carries.

IN THE MATTER OF HIRING COUNTY AGENT

Motion made by Commissioner Taylor & seconded by Commissioner Raney to hire Giles Richard McCarver as County Agent of Titus County effective September 1, 1972. Motion carried.

IN THE MATTER OF BID FOR TRACTOR FOR PREC. # 4

Motion made by Commissioner Bynum and seconded by Commissioner Raney to accept bid for tractor for Prec. # 4, from Holman-Bennett-Phillips- Bid \$11,000.00. Motion carried.

IN THE MATTER OF APPROVING BOND FOR MELVIN FLUCE

Motion made by Commissioner Raney and seconded by Commissioner Parr to approve bond for Melvin Fluce as Public Weigher. Motion carried.

IN THE MATTER OF APPROVING DEPUTATION OF NICKY SEELY

Motion made by Commissioner Taylor & seconded by Commissioner Bynum to approve deputation of Nicky Seely as deputy sheriff and set salary at \$430.00 per month. Motion carried.

IN THE MATTER OF GASOLINE MONEY

Motion made by Commissioner Taylor & seconded by Commissioner Parr to accept gasoline money and use it for mistance and construction of County roads. Motion carried.

IN THE MATTER OF TAX RATE FOR COUNTY SCHOOL

Motion made by Commissioner Parr and seconded by Commissioner Taylor to set tax rates for County Schools.
Motion carried.

IN THE MATTER OF APPROVING BOND FOR DELINQUENT TAX ATTORNEY

Motion made by Commissioner Ransy and seconded by Commissioner Parr to approve bond of Jack McCreeary as Delinquent Tax Attorney. Motion carried.

IN THE MATTER OF APPROVING RAISE FOR COURT RECORDER

Motion made by Commissioner Ransy and seconded by Commissioner Taylor to approve raise of Court Reporter the total being \$300.00 per month. Motion carried.

IN THE MATTER OF RESIGNATION OF E.E. NEAL JR.

Titus County Commissioner's Court
Court House
Mt. Pleasant, Texas 75455

Gentlemen:

I hereby tender my resignation as County Agricultural Agent of Titus County effective September 1, 1972.

Very truly yours,
E.E. Neal Jr.
County Agricultural Agent, Titus County

IN THE MATTER OF A RAISE FOR COURT REPORTER

Honorable Commissioners Court
Titus County
Mt. Pleasant, Texas

Gentlemen:

I am giving my Court Reporter, Mr. Lloyd E. Billups, a \$1,200.00 raise per year, effective September 1, 1972, which is a raise of \$100.00 per month. I am today mailing an order to the District Clerks of the four counties for incorporation in their minutes and a copy of which is enclosed for your attention and direction to your County Treasurer. I am of the opinion this raise is in order to bring his salary on a par with the other reporters in this vicinity and also meet the rising cost of living.

Court reporters salaries are apportioned among the counties on a population percentage. Article 2327A-1 of the Statutes of Texas provides " that where such county is in two different Judicial Districts such county's population shall be counted as one half of its actual population as shown by the last census". Marion County has two courts- 76th and 115th, so in computing this share I had to use the one half formula.

Article 2326 of the Statutes of Texas provides that before any increase in salary is effective that notice shall be printed one time in a newspaper of the county and the cost of publication shall be paid by the Commissioners Court out of the available funds. I enclose a short notice signed by me which I would appreciate your having published or give to the District Clerk to turn over to the newspaper.

Thanking you for your consideration, I am.

Respectfully yours,

Morris Rolston

MT. PLEASANT, TEXAS, JULY 24, 1972

LLOYD E. BILLUPS, SALARY RAISE

WHEREAS, the Official Court Reporter of the 76th Judicial District of Texas, Lloyd E. Billups of Mt. Pleasant, Texas, is at present drawing a salary of \$7,800.00 per year (or \$650.00 per month)apportioned among the four Counties of the District, and,

WHEREAS, due to increases in the cost of living, the present salary is not in keeping with the advances of living cost, and is below the salary of other court reporters in the area, therefore the Court deems and

orders that the salary should be increased \$100.00 per month or an increase of \$1,200 per year, making a salary of \$9,00.00 per year, or \$750.00 per month, commencing September 1st, 1972, and to be apportioned pro rata among the four Counties on a per month basis as follows:

Camp County-----	\$150.00
Marion County-----	\$ 75.00
Morris County-----	\$225.00
Titus County-----	<u>\$300.00</u>
	\$750.00

Total

Morris Holston, Judge
76th Judicial District
State of Texas

IN THE MATTER OF BID FOR TRACTOR: HOLMAN-BENNETT-PHILLIPS EQUIPMENT COMPANY, INC.

Honorable County Judge & County Commissioners

Titus County Precinct # 4

Nt. Pleasant, Texas

Gentlemen:

As per your request, we are pleased to have this opportunity to submit our bid on your machinery requirements as follows:

1- New Case Model D380LB Industrial Tractor with 17.5 X 24 rear tires 11:00 X 16 front tires, 57 H.P. diesel engine, power steering, differential lock, fenders, equipped with hydraulic controlled loader with 3/4 cu. yd. bucket, rear mounted power take off, 3-point mod hydraulic hitch with lift tilt, pinch and auxiliary, 60 inch Howard rotavator. Complete and ready to operate, less trade in of one used Oliver Model 770 Tractor with used Howard rotavator. Delivered for a net difference of-- -\$11,00.00.

All new Case equipment carries a 12 month no hour limit factory warranty.

Thank you for this chance to submit our bid for your approval.

We hope to be of service to Titus County in the near future.

Yours very truly,

Holman-Bennett-Phillips Equipment Company, Inc.

W. W. Phillips, President

WWP: JRH; fk

ACCEPTED

John W. Mason

Rayford Taylor

Bert B. Parr

T. O. Raney

Dan Bynum

OFFICE OF THE COMPTROLLER OF PUBLIC ACCOUNTS

FOR THE STATE OF TEXAS

AUSTIN, TEXAS

INSTRUCTIONS NECESSARY FOR MAKING DELINQUENT TAX CONTRACTS

UNIFORMITY OF MOST IMPORTANCE

All contracts for the collection of delinquent state and county taxes should be uniform in make-up and executed in triplicate, or in quadruplicate if fourth copy is desired. The Comptroller's Department keeps a mimeographed supply of the form of contract prepared under the direction of the Attorney General and the Comptroller, and counties desiring to enter into such contracts are requested not to present typewritten copies of our latest revised form which will be furnished from this office.

It is only after the Commissioners Court has given thirty (30) days written notice to the County Attorney or to the District Attorney in case there is no County Attorney in the county, to file delinquent tax suits, and the failure of said Attorney to do so within said period, that the Court has authority to enter into a contract

pertaining to the collection of delinquent taxes, unless the County or District Attorney, as the case may be, should waive his right to the thirty days notice. This same procedure is required to be carried out in case of any any extension or renewal prolonging the contract. If a waiver is given, a contract may be entered into without awaiting the thirty-day period. In case the Attorney is not in a position to comply with the Court's order, and fails or refuses to file written waiver and a contract is entered into after the expiration of thirty days, a certified copy of the order of the Commissioners Court directing the County Attorney to bring suit, together with a certified copy of a subsequent order of said Court showing that the County Attorney had failed or refused to comply with the Court's former order, should accompany the contract when sent for approval.

Condition No. 1, or No. 2, in the first paragraph of the contract should be struck out, according to whether waiver is, or is not, given. The state officials much prefer a waiver, for the reason it indicates corporation and harmony among the county officials, which is essential to obtain best results.

A form of waiver and of resolution and order has been prepared for the convenience of the County Attorney and the Commissioners Court, respectively. Two copies of these forms will be furnished with the contract forms; one of each when completed to be kept for the Commissioners Court file, and the others may be used by the County Clerk in writing certified copies to be sent to this Department. THE DATE ON THE WAIVER SHOULD BE ON OR PRIOR TO THE EFFECTIVE OR BEGINNING DATE OF SERVICE. OTHERWISE THE CONTRACT WOULD BE RETOATIVE AND APPROVAL DECLINED.

When a waiver from the County Attorney has been given and a resolution and order of the Commissioners Court made preparatory to entering into a delinquent tax contract, BOTH THE WAIVER AND THE RESOLUTION AND ORDER SHOULD BE RECORDED IN THE MINUTES OF THE COMMISSIONERS COURT AND A CERTIFIED COPY OF EACH SHOULD ACCOMPANY COPIES OF THE CONTRACT WHEN SENT TO THIS OFFICE FOR APPROVAL. The contract should not be recorded until after its approval by the state officials. After approval of the Attorney General and the State Comptroller has been noted on all three copies of the contract they will be returned, one of which should be recorded in the Minutes of the Commissioners Court, and the County Clerk's Certificate noted on all three copies. One copy should be returned for Comptroller's files, one copy retained by the party with whom contract is made, and the other delivered to the County Tax Assessor Collector.

No contract pertaining to the collection of delinquent taxes can extend beyond the administration of the Commissioners Court with which it was made, except the contractor shall be allowed six months there-after in which to obtain judgment in suits filed prior to the terminating date of his contract, with the further exception that in case of appeal by any party from a trial court judgment it shall be the duty of Second Party to carry to final conclusion all suits thus appealed.

ROBERT S. CALVERT

COMPTROLLER OF PUBLIC ACCOUNTS

WLB: yf

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TITUS COUNTY

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Note:

These paragraphs, sections and pages should not be disarranged. It is essential for the progress of this work and for the keeping of a proper record thereof to adhere as closely as possible to the provisions of our standard form contract. However, if conditions are such as to warrant a change, a new Section setting forth its provisions should be added to and inserted in the contract preceding the last page prepared for the signatures of the contracting parties, and in case of conflict, reference to the new section can be inserted in other Sections where conflict occurs, if deemed necessary.

CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS I
COUNTY OF TITUS I KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, The Commissioners Court, after having given to the County Attorney of TITUS County thirty 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, and a record thereof having been made in the Minutes of said 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 expedient 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 41st Legislature, Article 7335a, Vernon's Annotated Civil Statutes; and Chapter 229, Acts of the 42nd Legislature, Article 7264 a, Vernon's Annotated Civil Statutes; and

WHEREAS, After making an investigation into the competency, experience and ability of Jack McCreary a licensed attorney under the laws of this State, whose post office address is Austin, 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 consanguinity to any member of the Commissioners Court, the Tax Collector, or County or District Attorney now holding office in said county.

NOW, 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 Public Accounts of the State of Texas, hereinafter styled First Party, and Jack McCreary of the County of Travis, State of Texas, hereinafter styled Second Party:

WITNESSETH

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 as valorem taxes, penalty and interest, and all delinquent taxes, penalty and interest (except taxes of independent school districts and incorporated cities 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 1939 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.)

II

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 unit, it shall be Second Party's duty to include in his answer or intervention all taxes delinquent before trial on the property involved, whether such taxes 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.

III.

Second Party is to call to the attention of the County Tax Collector or other officials any errors, double assessments, or other discrepancies coming under his observation during the progress of the work, and all charges on the tax rolls that show from 1939 to the date of the termination of this contract to be delinquent, which are caused 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 approval of the Comptroller of Public Accounts, Austin, Texas.

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 suits 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 (30) days from the date such statements and notices are mailed, then Second Party shall prepare, file and institute, as soon as 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 tract 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.

V.

Second Party, 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 acres 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 property, the Volume and page of public records that his or their deed 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 interest 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 proceeding, 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.

VI.

Second Party 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 officers 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 sale.

VII

It is further agreed and understood that Second Party shall furnish, at his own expense, all stationary, 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 defendants by publication in all cases where such expense 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 First 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 his contract, which Second Party is instrumental in collecting as evidence 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 nor 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 reports. The per cent of compensation here referred to shall be contingent upon the collection of such taxes 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 legislative enactment effective during the period of this contract, the same shall not be collected nor commission allowed thereon. Also, as valorem taxes, delinquent, levied 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 July 17, 1972, to December 31, 1972, both dates inclusive, (not to

extend beyond December 31, 1972, the end of the present administration of the Commissioner's 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, 1972, 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 sooner 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 rectifying the same. In case of such termination, Second Party shall be entitled to receive and retain all compensation due up to the date of said termination.

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 \$1,000.00 Dollars, (not to be less than \$1,000.00 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 owing unincumbered real estate subject to execution, of value equal to 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.

XI.

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 access 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 triplicate 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 Party, 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 sent with the Collector's monthly report to the Comptroller, the other to be filed in the Collector's office, and the third copy to be retained by Second Party.

XII.

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 XIII of this contract, and after having verified the correctness of commissions claimed, the County Tax Assessor-Collector is hereby authorized, ordered and 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.

NOTE:

Should the Commissioners Court and the contracting party elect that the commissions withheld be placed in an escrow 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 information 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.

11. (a)

Section 11 is herein amended where it provides that taxes which are not now delinquent, but which shall become delinquent during the term of this contract shall come under the terms thereof on July 1 of the year in which they shall become delinquent and shall be included in suits to be filed or already filed, whether before or after such date.

V. (a)

Section V is herein amended to provide where it is necessary to file suit for the enforced collection of delinquent taxes on real property, Second Party shall have the authority to procure the necessary data and information as to the name, identity and location of necessary parties and in the procuring of necessary legal descriptions of the property and may sue for the recovery of the actual costs of this information as court costs, as authorized by Article 7345b, Section 6, Vernon's Annotated Civil Statutes. It is agreed and understood that First Party will not be liable for any of the above mentioned costs.

XV.

It shall be the duty of the Commissioners Court 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 authorized to proceed with such suits without the joinder and assistance of said County or District 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.

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

WITNESS the signatures of all parties hereto in triplicate originals, this the 17 day of July, A.D., 1972, TITUS County, State of Texas.

By: John W. Mason
County Judge

Rayford Taylor
Commissioner, Precinct No. 1

Bert B. Parr
Commissioner, Precinct No. 2

T. O. Ransy
Commissioner, Precinct No. 3

Dan Bynum
Commissioner, Precinct No. 4

FIRST PARTY

Jack McCreary
Second Party

THE STATE OF TEXAS- DEPARTMENT OF COMPTROLLER

Examined and approved as to substance and form only, on this the 4th day of AUGUST, A.D., 1972.

Robert S. Calvert

Comptroller of Public Accounts, State of Texas

Examined and approved as to substance and form only, on this the 31st day of July, A.D., 1972.

Crawford C. Martin, Attorney General of Texas

Wardlow Lane
Assistant Attorney General

THE STATE OF TEXAS I
COUNTY OF TITUS I

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 10 Page 113, in the Minutes of the Commissioners Court for said county.

WITNESS my hand and seal of said Court on this the 16th day of August, A.D. 1972.

(SEAL)

Allen LaPrade
County Clerk

40-2-02

BOND OF DELINQUENT TAX COLLECTOR

THE STATE OF TEXAS I
COUNTY OF TITUS I

KNOW ALL MEN BY THESE PRESENTS:

That we, Jack McCreary as Principal, and UNITED STATES FIRE INSURANCE COMPANY as sureties, are held and firmly bound unto John W. Mason, County Judge of Titus County and his successors in office in the just and full sum of \$1,000.00 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 Jack McCreary, a licensed attorney whose address is Austin, Texas, has by means of a written agreement dated July 17, 1972, 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 July 17, 1972, and ending December 31, 1972, a copy of which agreement is by reference made a part hereof.

Now, therefore, the condition of this obligation is such that if the said Jack McCreary 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 it may suffer by reason of his failure to do so, and shall fully reimburse and repay the said County of Titus all outlay and expense 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

(SEAL)

Jack McCreary
United States Fire Insurance Company
Nell H. Peterson, Attorney-in-Fact

CERTIFICATE OF COUNTY JUDGE

THE STATE OF TEXAS I
COUNTY OF TITUS I

The foregoing bond of Jack McCreary, 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 14 day of August, 1972.

John W. Mason
County Judge
Titus County, Texas

THE STATE OF TEXAS I
COUNTY OF TITUS I

I, Allen LaPrade, Clerk, County Court of Titus County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the Bond of Jack McCreary Delinquent Tax Collector of Titus County, Texas, as the same appears of record in Vol. 10, Page 120, Minutes of the Commissioners' Court of Titus County, Texas.

To certify which, witness my hand and seal of office, this the 16th day of August, 1972, A.D.

(SEAL)

Allen LaPrade
Clerk, County Court, Titus County, Texas

NOTE:

In case the certificate of the County Judge is not filled out and signed, then in lieu thereof a certified copy of the Order of the Commissioners' Court approving the bond should be made by the County Clerk which should be attached to the bond when sent to this office for Comptroller's file.

POWER OF ATTORNEY

UNITED STATES FIRE INSURANCE COMPANY, HOME OFFICE, NEW YORK, N.Y.

KNOW ALL MEN BY THESE PRESENTS:

That the United States Fire Insurance Company, a corporation of the State of New York, by Harry F. Bett Vice President, and John K. Stewart, Assistant Secretary, in pursuance of authority granted by Article IV of the By-Laws of said Corporation, which reads as follows:

Article IV. Execution of Instruments. "The Chairman of the Board, President, or any Vice-President, in conjunction with the Secretary, or any Secretary, if more than one shall be appointed by the Board, or an Assistant Secretary, shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation. "Roger S. Hanks, Jack M. Puryear, John P. Nieman, Larry A. Lerche, Nell H. Peterson of Austin, Texas, does hereby nominate, constitute and appoint its true and lawful agent and Attorney in -Fact to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: Any and all bonds and undertakings each in a Penalty not to exceed the sum of Five Hundred Thousand Dollars (\$500,000)--- Subject To The Exclusions Listed Below:

1. Bid, Proposal and Final Bonds and Undertakings guaranteeing contracts for the construction or erection of public or private buildings, improvements, and other works and guaranteeing public and private contracts for supplies.

2. Except bonds on behalf of Independent Executors, Community Survivors and Community Guardians.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Corporation, as fully and amply, to all intents and purposes, as if they had been fully executed and acknowledged by the regularly elected officers of the Corporation at its office in New York City, in their own proper persons. This Power of Attorney revokes that issued to Larry A. Lerche of Austin, Texas dated 2-17-67.

The above mentioned Assistant Secretary does hereby certify that the foregoing is a true copy of Article IV, of the By-laws of said Corporation, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said United States Fire Insurance Company, this 2nd. day of October, A. D., 1970.

Attest: UNITED STATES FIRE INSURANCE COMPANY
Signed: By: Harry F. Bott, Vice - President
John K. Stewart
(SEAL) Assistant Secretary

STATE OF NEW YORK I ss:
CITY OF NEW YORK I

On this 2nd day of October, A.D. 1970, before the subscriber, a Notary Public of the State of New York, in and for the City of New York, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the United States Fire Insurance Company, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of New York, the day and year first above written.

Paul Kushner- Notary Public

Paul Kushner, Notary Public,
State of New York, No. 24-7389665 Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1972

I, Ernest E. Smith, Assistant Secretary of the United States Fire Insurance Company, do hereby certify that the attached Power of Attorney dated October 1, 1970, in behalf of Roger S. Hanks, Etal of Austin, Texas is a true and correct copy and that same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Harry F. Bott and John K. Stewart who executed the attached Power of Attorney as Vice-President and Assistant Secretary respectively were on the date of the execution of the attached Power of Attorney the duly elected Vice-President and Assistant Secretary of the United States Fire Insurance Company; and I do further certify that the following resolution has been duly adopted by the Board of Directors of United States Fire Insurance Company and is now in force:

Resolved, that the signature of any Secretary or Assistant Secretary of the Corporation certifying as to the execution, force and effect of validly executed Powers of Attorney of the Corporation, may be printed facsimile, lithographed or otherwise produced upon the instrument.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 19th day of July, 1972.

(SEAL)

Ernest E. Smith, Assistant Secretary