

TYLER COUNTY COMMISSIONER'S COURT
REGULAR MEETING
FEBRUARY 12, 1973
10:00 A.M.

VOL 001 PAGE 392

At the Meeting of the Tyler County Commissioner's Court held on the above date, all members were present and Judge Mann presided. The Meeting was opened with a prayer.

A motion was made by Comm. Best and seconded by Comm. Jordan to purchase one (1) five drawer and one (1) four drawer full suspension, legal size, with lock, filing cabinet as per bid from W.C. Royal Company. See attached bids. All voted yes, none voted no.

A motion was made by Comm. Parks and seconded by Comm. Belt to advertise for bids on a mimeograph machine for the County Auditor's Office. All voted yes, none voted no.

A motion was made by Comm. Jordan and seconded by Comm. Best to table request of Justice of the Peace of Precinct 2 to use Chester Bank as depository. All voted yes, none voted no.

A motion was made by Comm. Best and seconded by Comm. Jordan to advertise for bids for microfilm system and equipment for County Clerk's Office. Bids to be opened at 10:00 A.M., March 12, 1973. All voted yes, none voted no.

A motion was made by Comm. Best and seconded by Comm. Jordan to grant permission to the Constable of Precinct 1 the authority to appoint a Deputy Constable. All voted yes, none voted no.

A motion was made by Comm. Best and seconded by Comm. Parks to authorize auditor to pay all bills that have been approved by auditor's office. All voted yes, none voted no.

A motion was made by Comm. Belt and seconded by Comm. Jordan to include the office equipment of the District Judge's Office be placed on the County service contract. All voted yes, none voted no.

A motion was made by Comm. Jordan and seconded by Comm. Belt to table bids on Gas, Oil and Motor Fuels etc., until 10:00 A.M. Tuesday, February 20, 1973. See attached bids. All voted yes, none voted no.

A motion was made by Comm. Parks and seconded by Comm. Belt to recend all prior contracts of salvage rights at the County Solid Waste Disposal area and to grant Mr. Norman B. Hadden the salvage rights. All voted yes, none voted no.

A motion was made by Comm. Jordan and seconded by Comm. Best to table the bids on the County Depository until Tuesday, February 20, 1973 at 10:00 A.M. See attached bids. All voted yes, none voted no.

A motion was made by Comm. Best and seconded by Comm. Belt to accept the bid of George P. Bane, Inc. on the truck and bed for the garbage pick up. See attached bids. All voted yes, none voted no.

A motion was made by Comm Parks, and seconded by Comm. Belt to advertise for bids for the sale of the Hailoid Xerox Photo Machine in the County Clerk's Office. Bids to be opened at 10:00 A.M. on February 28, 1973. All voted yes, none voted no.

A motion was made by Comm. Best and seconded by Comm. Belt to adopt a resolution concerning the Juvenile Judge. See attached resolution. All voted yes, none voted no.

A motion was made by Comm. Best and seconded by Comm. Belt to authorize the Sheriff to have his office in the courthouse remodeled. All voted yes, none voted no.

A motion was made by Comm. Belt and seconded by Comm. Jordan that carpet not be placed in the Justice of the Peace office. All voted yes, none voted no.

There being no further business this meeting declared recessed until 10:00 A.M. on Tuesday, February 20, 1973.

Meeting of the Tyler County Commissioner's Court that was recessed from February 12, 1973 was opened again February 20, 1973 and all members were present and the Meeting was opened with a prayer.

A motion was made by Comm. Jordan and seconded by Comm. Best that the Sheriff and the District Clerk be approved to apply to the Criminal Justice Council for funds to purchase equipment for their offices. All voted yes, none voted no.

A motion was made by Comm. Best and seconded by Comm. Belt to purchase a 5 drawer filing cabinet for the District Clerk's office for \$108.00 from Story-Wright. All voted yes, none voted no.

A motion was made by Comm. Jordan and seconded by Comm. Belt to accept the bid of Citizens State Bank as the Depository for Tyler County for 1973-1974. All voted yes, none voted no.

A motion was made by Comm. Belt and seconded by Comm. Best to accept the bid of M & C Oil Company for gas, oil, etc. for the County effective March 1, 1973. See attached bid. All voted yes, none voted no.

A motion was made by Comm. Belt and seconded by Comm. Parks to accept the plat of Crystal Creek for filing purposes only. All voted yes, none voted no.

A motion was made by Comm. Jordan and seconded by Comm. Belt to accept the plat of Town Bluff Lake Estates Section 4 for filing purposes only. All voted yes, none voted no.

A motion was made by Comm. Parks and seconded by Comm. Belt to resend the motion made and passed January 8, 1973 which reads as follows: A motion by Judge Mann and seconded by Comm. Jordan to approve A \$25.00 automobile allowance per month for all elected officials, All voted yes, none voted no:

A motion was made by Comm. Parks and seconded by Comm. Jordan that each County elected official be allowed \$25.00 per month car expenses. This does not include the Justice of Peace or the Constables. All voted yes, none voted no.

A motion was made by Comm. Parks and seconded by Comm. Belt to pay Clarence Woodrome, Justice of Peace, Precinct 2, \$15.00 expenses as turned in to the Auditor. All voted yes, none voted no.

A motion was made by Comm. Best and seconded by Comm. Parks to authorize the County Auditor's office to purchase a filing cabinet and a Storage cabinet for their office. All voted yes, none voted no.

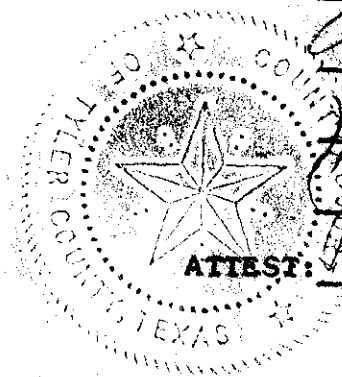
A motion was made by Judge Mann and seconded by Comm. Parks that the County Attorney Rois Brockman be placed in charge of the planning and repairing of all offices in the Tyler County Courthouse and that plans be drawn and submitted to the Court for its approval. All voted yes, none voted no.

A motion was made by Comm. Parks and seconded by Comm. Best to combine the office space of the County Auditor and the County Treasurer. All voted yes, none voted no.

A motion was made by Comm. Best and seconded by Comm. Belt to allocate the extra office on the northeast corner of the third floor of the Courthouse to the State Dept. of Welfare. All voted yes, none voted no.

There being no further business the Meeting adjourned.

SIGNED: Tom D. Mann Tom D. Mann, County Judge
Joe I. Best Joe I. Best, Comm. Pct. #1
H.M. Parks H.M. Parks, Comm. Pct.#2
Kenneth Belt Kenneth Belt, Comm. Pct.#3
James R. Jordan James R. Jordan, Comm. Pct.#4
 ATTEST: Allen Sturrock Allen Sturrock, County Clerk



PRICE QUOTATION
LURKIN TYPEWRITER COMPANY

VOL 001 PAGE 395

Allen Sturrock, County Clerk Tyler County 100 Courthouse Woodville, Texas	DATE	1-18-73	Please indicate this number when ordering	
	YOUR ORDER DATE	TERMS		
	DEPOSIT SHIPPING DATE	TO BE SHIPPED VIA		
	SALESMAN	P.O. NO.	APP.	SELL.

SEEK IT OUT QUOTATION ON THE GOODS NAMED, SUBJECT TO THE CONDITIONS NOTED:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's order will not be binding on the Seller.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	five drawer full suspension with lock filing cabinet legal #1552L, Anderson-Hickey	137.76	137.76
1	four drawer full suspension with lock filing cabinet legal #1542L, Anderson-Hickey	106.04	106.04

© 1973 Lurkin Typewriter Company, Inc., 914 S. Main, Tyler, Texas

QUOTE VALID FOR _____ DAYS.

Mary Ann

W. C. Royle Company

"Your Company for Office Supplies, Furniture, and Business Machines"

VOL 001 PAGE 396

January 19, 1973

Mr. Allen Sturrock
County Clerk
Tyler County
Woodville, Texas 75979

Dear Mr. Sturrock:

I am happy to quote you the following prices on the files listed in your bid.

1 Five drawer full suspension with lock filing cabinet, legal size, 26 $\frac{1}{2}$ " deep. Your price \$104.76.

1 Four drawer full suspension with lock filing cabinet, legal size, 26 $\frac{1}{2}$ " deep, Your price \$79.26.

If you have any questions on the files listed above or would like more information please call or write me.

Yours very truly,

W. C. ROYLE COMPANY

Bill Royle
William C. Royle

WC ROYLE

Third & Laurel P. O. Drawer 468 Lufkin, Texas 75901 Dial: (713) 634-4468

ALLEN STURROCK
County Clerk, Tyler County
WOODVILLE, TEXAS 78070

VOL 001 PAGE 397

NOTICE FOR BID

Allen Sturrock, County Clerk of Tyler County,
Texas, would like a bid from your company on the
following equipment:

1 Five drawer full suspension with lock
Filing Cabinet, Legal Size

→ \$ 108.⁰⁰

1 Four drawer full suspension with lock
Filing Cabinet, Legal Size

→ \$ 83.25

Please send you bid to Allen Sturrock, County

Clerk, Tyler County, 100 Courthouse, Woodville, Texas.

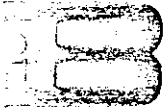
Thank you very much.



ALLEN STURROCK
Tyler County Clerk

We are pleased to quote the above
prices. The prices are FOB Woodville.

Thanks
Story-Wright
Lufkin, Texas
Steve Crow



GEO. P. BANE, INC. / 220 N. GLENWOOD BLVD. / BOX 4299 / 597-5641 (214) / TYLER, TEXAS 75701

February 12, 1973

Honorable County Judge
and Commissioners' Court
Tyler County
Woodville, Texas

Gentlemen:

We are pleased to submit our bid on your equipment needs, as follows:

New LoDal Model 1026 Load-a-Matic 26 Cubic Yard Packer
Body and 10,000 Pound Front Loader, mounted on 1973
Model GMC Model WV 77513 Truck powered by GM 6-53
Diesel Engine, and with Allison MT 650D Automatic
Transmission. Body and Loader installed and ready
to operate.

Price F.O.B. Tyler County \$38,575.00

We are enclosing descriptive literature on this equipment and hope
to be able to serve you.

Sincerely yours,

GEORGE P. BANE, INC.

T. D. Whitaker
T. D. Whitaker
Sales Manager

TDW:ci

ACCEPTED:



on Jan 19, 1973 Special meeting
of the Board of Directors for the
City of ...

Accepted and on Feb 12, 1973

Ord. 77

Res. 398

GASOLINE

ITEM I PREMIUM 23¢
ITEM II REGULAR 21¢

FUEL OIL, DIESEL

ITEM 3 16¢

ENGINE OIL SERIES 3

ITEM 4---- 55gal. \$57.50
24/1qt. \$7.50

Transmission oil & differential oil
ITEM 5 55gal. -----\$ 68,50

TRANSMISSION OIL, AUTOMATIC

ITEM 6
16gal drums-----no stock
24/1qt.-----\$7.95

BRAKE FLUID

ITEM 7 -----No Price

GREASE

ITEM 8 38lb. containers-----\$9.00

ANTI FREEZE

ITEM 9 \$1.38 gal

HYDRAULIC OIL

ITEM 10
55gal. ---\$41.95

H.D. ENGINE OIL FOR REGULAR TRUCKS AND CARS

55gal. ---\$56.50
24/1qt. ---\$7.24

Bruce Conner
Bruce Conner, Owner

QUOTATION FROM

VOL-001 PAGE 400

TEXACO INC.**PETROLEUM PRODUCTS**P.O. Box 340
Port Arthur, Texas
77640

February 8, 1973

Commissioners Court
Tyler County
Woodville, Texas 75979In response to your recent inquiry of January 18
we are pleased to quote you as follows, subject to your acceptance within thirty days;

<u>QUANTITY</u>	<u>PRODUCT</u>	<u>PRICE EX TAXES</u>	<u>F.O.B.</u>
Approximately 4000 gallons/month	Fire Chief Gasoline	\$.1575/gal.	Tyler County
"	Sky Chief Gasoline	no bid	" "
"	Diesel Chief	no Bid	" "
Above prices are for tankwagon deliveries and can fluctuate with thirty days notice.			
Your Requirements	Ursa Oil LA-3 SAE 20 to 40	\$.95/gal.	Tyler County
"	"	in 55 RMD	" "
"	"	\$6.59/case	" "
"	"	in 24/1 qt.	" "
"	Universal Gear Lube	\$.1465/lb.	" "
"	EP SAE 90 & 140	in 55 RMD	" "
"	"	\$6.38/pail	" "
"	"	in 35# pail	" "
"	Havoline Oil SAE 20 to 40	\$1.18/gal.	" "
"	"	in 55 RMD	" "
"	"	\$7.83/case	" "
"	"	in 24/1 qt.	" "

Continued

SHIPMENT

In equal monthly installments from March 1, 1973 to February 28, 1974

TERMS

1/2 ten days, net 15th proximo

Our representative in your territory, Mr. D. M. McAllister..... will appreciate the opportunity to explain more fully the benefit to you in using these or other Texaco Petroleum Products.

TEXACO INC.

re:S-155A&B, 2/1/73
cc:FOW-EAC-RB-GWL-DMMcA-WoodvilleBy E. A. Collins
E. A. Collins-District Manager

Acceptance of this quotation is subject to all the "Provisions of Agreement" set forth on the reverse side hereof which may be applicable.

QUOTATION FROM
TEXACO INC.
PETROLEUM PRODUCTS

VOL 001 PAGE 401

Page 2
February 8 1973

Commissioners Court
Tyler County

In response to your inquiry of _____ days;
we are pleased to quote you as follows, subject to your acceptance within _____

<u>QUANTITY</u>	<u>PRODUCT</u>	<u>PRICE EX TAXES</u>	<u>F.O.B.</u>
Your Requirements	Texamatic 6673 (ATF)	\$1.45/gal.	Tyler County
" "	"	in 16 NRMD	" "
" "	"	\$8.64/case	" "
" "	"	in 24/1 qt.	" "
" "	Marfak Multipurpose 2	\$.2120/lb.	" "
" "	"	in 120#GD	" "
" "	"	\$8.19/pail	" "
" "	"	in 35#pail	" "
" "	Regal C R&O	\$.73/gal.	" "
" "	"	in 55 RMD	" "

SHIPMENT

In equal monthly installments from
TERMS

19 to 19

See Page 1

Our representative in your territory, Mr. _____ will appreciate the opportunity to explain more fully the benefit to you in using these or other Texaco Petroleum Products.

TEXACO INC.

By.....

Acceptance of this quotation is subject to all the "Provisions of Agreement" set forth on the reverse side hereof which may be applicable.

WHEREAS, The County of Tyler, State of Texas, recognizes the increasing responsibilities of Tyler County Juvenile Board and Juvenile Courts, and

WHEREAS, Tyler County wishes to maintain the best possible guidance for young people in order that they may become responsible citizens

NOW, THEREFORE, BE IT RESOLVED, THAT the Commissioners Court of Tyler County, Texas agrees that Article 513V of the Vernon Annotated Civil Statutes should be amended to increase the minimum and maximum amounts that the Commissioners Court permit as salary to be paid the Tyler County Juvenile Judges from the present \$600-\$1800 annually to \$1200-\$5000 annually.

GIVEN UNDER OUR HANDS, AND CAUSING THE SEAL OF TYLER COUNTY COMMISSIONERS HEREUNTO TO BE AFFIXED, THIS 12th DAY OF FEBRUARY, A.D. NINETEEN HUNDRED, SEVENTY THREE:

Van A. Best
Precinct # 1

Kenneth Bell
Precinct # 2

John Pearce
Precinct # 3

James R. Jordan
Precinct # 4

County Depository Pledge Contract

STATE OF TEXAS,
County of Tyler

KNOW ALL MEN BY THESE PRESENTS:

That The First State Bank
of Colmesneil, Tyler County, Texas, does hereby pledge
and deposit the following securities with the Commissioners' Court of Tyler
County, in the amount of _____ Dollars,

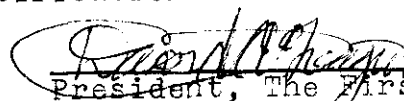
upon the terms and conditions and for the purposes hereinafter set forth:

ADDITIONAL LIST OF
PLEGGED SECURITIES

State of Texas Lower Colorado River Authority Revenue Bonds, Series 1971, 5 1/4%, Dated 5-1-71; Due 5-1-79; Bond Nos. 1711/1715; Coupons due May & Nov. 1st with 11-1-71 SCA; deposited with Houston National Bank, Houston, Texas, under Custody Receipt #20363	\$25,000.00
State of Texas, Counties of Dallas and Tarrant, City of Grand Prairie, Texas, General Obligation Bond, Series 1971, 4.00%, Dated 3-1-71; and Due 3-1-81; Bond Nos. 121/25; Coupons due Mar. and Sept. 1st with 3-1-72 SCA; deposited with Houston National Bank, Houston, Texas, under Custody Receipt #19574.	25,000.00
State of Texas, County of Tarrant, City of Fort Worth, Street Improvement Bond, Series 84, @ 2-3/4%, Dated 3-1-53; Due 3-1-75; Bond Nos. 3390/3414; Coupons due March & Sept. 1st, with 9-1-71 SCA; deposited with Houston National Bank, Houston, Texas, under Custody Receipt #20332.	25,000.00
State of Texas; City of Houston 3-3/4% Bonds; Dated 1-1-57; Due 1-1-74; Bond Nos. 1287/98 (Street Right-of-way Bonds).....	12,000.00
Bond Nos. 198/204 (Bridge Bonds).....	7,000.00
Coupons due Jan. & July 1st with 1-1-73 SCA; deposited with Houston National Bank, Houston, Texas, under Custody Receipt #22979	
1: TOTAL THIS PAGE	\$94,000.00
TOTAL Form 40-2.43 ORIGINAL PAGE 1	260,000.00
GRAND TOTAL PLEDGED	\$354,000.00

This page is attached to, and a binding part of, the County Depository Pledge Contract from The First State Bank, Colmesneil, Texas, to The County of Tyler, State of Texas, dated 2/10/73.

Signed for identification


President, The First
State Bank, Colmesneil
Texas

up /

SECURITIES

AMOUNT

1. Federal Intermediate Credit Bank Debentures, 5.70%, Dated 1-3-72; Due 7-1-75; coupons due Jan. & July	\$ 120,000.00
2. 1st, with 7-1-72 SCA; deposited with Houston National Bank, Houston, Texas	\$ _____
3. under Custody Receipt #21599	\$ _____
4. Twelve Federal Land Banks Consolidated Federal Farm Loan Bonds @ 6.25%; Dated 1-22- 73; Due 4-20-76; Coupons due April & Oct. 20th	\$ 100,000.00
5. with 10-20-73 SCA; deposited with Houston Nat- ional Bank, Houston, Texas, under Custody Receipt #23723	\$ _____
6. _____	\$ _____
7. U.S. Treasury Notes of Series A-1974, Dated 11-15-67; Due 11-15-74, No. 38702; 5-3/4%;	\$ 10,000.00
8. Coupons payable May & Nov. 15th; deposited with Mercantile National Bank at Dallas, Texas, under Safekeeping Receipt #60143.	\$ _____
9. State of Texas, County of Tarrant, City of Fort Worth, 2.60% Street Improvement Bonds Series 84; Dated 3-1-55; Due 3-1-76; Ed. Nos.	\$ 25,000.00
10. 11716/40; Coupons due Mar. & Sept. 1st with 9-1-71 SCA; deposited with Houston National Bank, Houston, Texas, Custody Receipt #20325.	\$ _____
11. _____	\$ _____
12. The Twelve Federal Land Banks 5.85% Consol. Federal Farm Loan Bonds Dated 9-15-72; Due 4-22-74; Coups due Apr. & Oct. 22nd with 4-22-73 SCA; deposited with Houston National Bank, Houston, Texas; Custody Receipt #22965	\$ 5,000.00
TOTALXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX\$	
See Addition list on attached sheet; Grand Total \$354,000.00	
Signed, sealed and dated this the 10th day of February, A. D. 1973.	

VOL 001 PAGE 404

The conditions of the above contract are such that, whereas, the above bounden pledgor The
First State Bank was on the 12th day of February, A. D. 19 73,
duly and legally chosen by the Commissioners' Court of Tyler County, Texas,
as County Depository for said county for a period of two years ending sixty days from the time fixed

by law for the next selection of a depository, upon its bidding and agreeing to pay the County of Tyler interest on "time deposits" on daily balances kept in said depository of said County of Tyler at the rate of Treasury Bill rate ~~not to exceed~~ 5 1/4% per cent per annum, said interest payable ~~monthly~~ annually.

NOW, THEREFORE, if the above bounden pledgor The First State Bank Colmesneil, Texas shall faithfully do and perform all the duties and obligations devolving on it by law as the county depository of Tyler County, and shall upon presentation pay checks drawn on it by the county treasurer of Tyler County, Texas; on "demand deposits" accounts in such depository; and all checks drawn upon any "time deposit" account upon presentation, after the expiration of the period of notice required in the case of "time deposits," and shall faithfully keep said county funds, and account for same according to law, and shall faithfully keep and account for all funds belonging to the county which are deposited with it under the requirements of Article 2547, Vernon's Annotated Revised Civil Statutes, and shall include State funds collected by the tax collector, and shall pay the interest at the time and at the rate hereinbefore stipulated on "time deposits"; and shall, at the expiration of the term for which it has been chosen, turn over to its 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 Tyler County, Texas, to sell at public or private sale, with or without notice to the pledgor, the securities, or any part thereof, and apply the proceeds of sale to the satisfaction of any indebtedness arising by virtue of the violation of any or all the conditions of this contract.

The above provision is given in addition to any remedy the pledgee may have in any suit brought on this contract in any court in this State.

Any suit arising out of or in any way connected with this contract, shall be tried in the County of Tyler and State of Texas in any Court therein having jurisdiction of the subject matter thereof.

IN WITNESS of all which we have hereunto set our hands and the said The First State Bank Colmesneil, Texas has caused these presents to be signed with its name and by its president and attested and sealed with its corporate seal the day and year first above written.

Attested:
[Signature]
(SEAL)
COLMESNEIL, TEXAS

The First State Bank, Colmesneil, Texas
By [Signature]
David A. Feagin President, as Principal

ACKNOWLEDGMENT

VOL 001 PAGE 406

STATE OF TEXAS, }
County of Tyler

BEFORE ME, The undersigned authority

on this day personally appeared David A. Feagin
President of The First State Bank, Colmesneil, 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 State Bank, Colmesneil, Texas 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 10th day of Feb., A. D. 1973.

Evoe Durham
Notary Public in and for
Tyler County, Texas.

The within contract showing approval by the Commissioners' Court of this County, and the Comptroller of Public Accounts of the State of Texas was filed for record on the _____ day of _____, 19_____, and duly recorded in Book _____, Page _____, Bond Record of _____ County, Texas.

WITNESS my hand and seal of office, this the _____ day of _____, 19_____.

County Clerk, _____ County.

NOTE:

- 1. Articles 2547 and 2548A, Vernon's Annotated Revised Civil Statutes, prescribe character of securities that may be pledged.
- 2. Securities pledged are to be accepted at their market value and not at their face value.
- 3. This form of Pledge Contract was prescribed by the Attorney General and should be strictly adhered to.
- 4. This blank form should be used where it is possible.

County Depository Pledge Contract

STATE OF TEXAS,

County of Tyler

KNOW ALL MEN BY THESE PRESENTS:

That The Chester State Bank

of Chester, Tyler County, Texas, does hereby pledge

and deposit the following securities with the Commissioners' Court of Tyler

County, in the amount of Three Hundred Fifty-Five Thousand and No/100- - - Dollars,

upon the terms and conditions and for the purposes hereinafter set forth:

SECURITIES	AMOUNT
The Twelve Federal Land Banks 6.40%	
1. Consolidated Federal Farm Loan Bonds; Dated 7-20-72; Due 7-20-78; deposited with Houston National Bank, Houston, Texas under Custody Receipt #22601,	\$ 50,000.00
2. Receipt #22601,	\$
3. Federal National Mortgage Association Debentures 6.25% Dated 12-11-72; Due 12-10-76; deposited with Houston National Bank, Houston, Texas under Custody Receipt #23434.	\$ 100,000.00
4. #23434.	\$
5. State of Texas, City of Houston, 3 1/4% G.O. Bonds, Dated 12-1-61; Due 12-1-76; Civic Center Bond #849/863; Street Right-of-Way Bond #1299/1348 @ 1M each; deposited with Houston National Bank, Houston, Texas under Custody Receipt #20099.	\$ 65,000.00
6. 1M each; deposited with Houston National Bank, Houston, Texas under Custody Receipt #20099.	\$
7. Federal Intermediate Credit Bank Debentures 5.70% Dated 1-3-72; Due 7-3-75, deposited with Houston National Bank, Houston, Texas under Custody Receipt #21601 .	\$ 30,000.00
8. Twelve Federal Land Banks Consolidated 5.70% Federal Farm Loan Bonds, Dated 2-15-72; Due 7-21-75; deposited with Houston National Bank, Houston, Texas under Custody Receipt #21726	\$ 30,000.00
9. Custody Receipt #21726	\$
10. Twelve Federal Land Banks 6 1/4% Consolidated Bonds, Dated 1-22-73; Due 4-20-76; deposited with Houston National Bank, Houston, Texas under Custody Receipt #23728 .	\$ 25,000.00
11. United States 5-7/8% Treasury Notes, Dated 4-3-72, Due 5-15-75, deposited with Houston National Bank, Houston, Texas under Custody Receipt #21982.	\$ 25,000.00
12. The United States of America Treasury Note, 7 1/2%, Series D-1974, Dated 11-15-70; Due 5-15-74, Note Nos. 992005M, 25080/81010F each, deposited with Houston National Bank, Houston Texas under Custody Receipt #18597.	\$ 25,000.00
TOTAL \$355,000.00	\$ 5,000.00(attached sheet)

Signed, sealed and dated this the 9th day of February, A. D. 19 73.

The conditions of the above contract are such that, whereas, the above bounden pledgor

The Chester State Bank was on the 12th day of February, A. D. 19 73,

duly and legally chosen by the Commissioners' Court of Tyler County, Texas,

as County Depository for said county for a period of two years ending sixty days from the time fixed

by law for the next selection of a depository, upon its bidding and agreeing to pay the County of Tyler interest on "time deposits" on daily balances kept in said depository of said County of Tyler at the rate of Treasury Bill rate not to exceed 5 1/4% per cent per annum, said interest payable ~~monthly~~ annually.

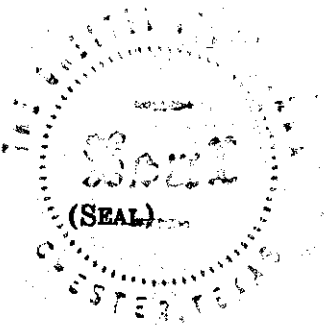
NOW, THEREFORE, if the above bounden pledgor The Chester State Bank,
Chester, Texas shall faithfully do and perform all the duties and obligations devolving on it by law as the county depository of Tyler County, and shall upon presentation pay checks drawn on it by the county treasurer of Tyler County, Texas; on "demand deposits" accounts in such depository; and all checks drawn upon any "time deposit" account upon presentation, after the expiration of the period of notice required in the case of "time deposits," and shall faithfully keep said county funds, and account for same according to law, and shall faithfully keep and account for all funds belonging to the county which are deposited with it under the requirements of Article 2547, Vernon's Annotated Revised Civil Statutes, and shall include State funds collected by the tax collector, and shall pay the interest at the time and at the rate hereinbefore stipulated on "time deposits"; and shall, at the expiration of the term for which it has been chosen, turn over to its 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 Tyler County, Texas, to sell at public or private sale, with or without notice to the pledgor, the securities, or any part thereof, and apply the proceeds of sale to the satisfaction of any indebtedness arising by virtue of the violation of any or all the conditions of this contract.

The above provision is given in addition to any remedy the pledgee may have in any suit brought on this contract in any court in this State.

Any suit arising out of or in any way connected with this contract, shall be tried in the County of Tyler and State of Texas in any Court therein having jurisdiction of the subject matter thereof.

IN WITNESS of all which we have hereunto set our hands and the said The Chester State Bank,
Chester, Texas has caused these presents to be signed with its name and by its president and attested and sealed with its corporate seal the day and year first above written.

The Chester State Bank
Chester, Texas
By [Signature]
Executive Vice - President, as Principal



THE *Chester* **STATE BANK**BERTIS W. BEST
EXEC. VICE-PRESIDENT

PHONE (713) 969-2231

P. O. BOX 38

CHESTER, TEXAS 75936

SECURITIES CONT'D.	AMOUNT
13. State of Texas; Counties of Tyler & Polk; Chester Independent School District Unlimited Tax School Building Bond; Series 1968 @ 5% Dated 8-15-68; Due 2-15-84; Bond #26 @ 5M, deposited with Houston National Bank, Houston, Texas under Custody Receipt #23430	\$5,000.00

Bertis W. Best EXEC. V.P.
Chester State Bank

ACKNOWLEDGMENT

VOL. 001 PAGE 410

STATE OF TEXAS,

County of TYLER

BEFORE ME, the undersigned authority

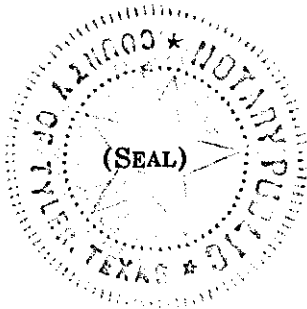
on this day personally appeared Bertis W. Best, Executive Vice

President of The Chester State Bank, Chester, 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 Chester State Bank, Chester, Texas 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 9 day of February, A. D. 1973.

I was Bradley Notary Public in and for TYLER County, Texas.



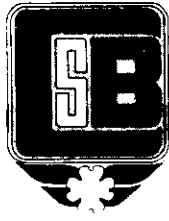
The within contract showing approval by the Commissioners' Court of this County, and the Comptroller of Public Accounts of the State of Texas was filed for record on the ... day of ..., 19..., and duly recorded in Book ..., Page ..., Bond Record of ... County, Texas.

WITNESS my hand and seal of office, this the ... day of ..., 19...

County Clerk, ... County.

NOTE:

- 1. Articles 2547 and 2548A, Vernon's Annotated Revised Civil Statutes, prescribe character of securities that may be pledged.
2. Securities pledged are to be accepted at their market value and not at their face value.
3. This form of Pledge Contract was prescribed by the Attorney General and should be strictly adhered to.
4. This blank form should be used where it is possible.



CAPEY L. CRUSE
PRESIDENT

CITIZENS STATE BANK

VOL 001 PAGE 411

P. O. BOX 109 • WOODVILLE, TEXAS 75979

EXHIBIT "A"

Schedule of interest to be paid on all County funds.

Under \$100,000.00

30 days -----	5%
60 days -----	5%
90 days -----	5%
180 days -----	5%
360 days -----	5 1/2%
2 years -----	5 3/4%

Over \$100,000.00

30 to 59 days -----	6 1/4%
60 or more days -----	6 1/2%

This bid is for all funds except, of course, funds derived from sale of bonds. As always we will assist you in investing all bond funds at the best rates obtainable at the time such funds are invested, or in the alternative we will accept such funds on time deposit at an interest rate to be negotiated between you and the undersigned.

CITIZENS STATE BANK, WOODVILLE, TEXAS

BY: _____

PRESIDENT

"GIVE US A CHANCE TO SAY YES"

ACKNOWLEDGMENT

VOL 001 PAGE 412

STATE OF TEXAS,

County of Tyler

BEFORE ME, The Undersigned Authority

on this day personally appeared Carey L. Cruse

President of The Citizens State Bank, Woodville, Texas (Corporation)

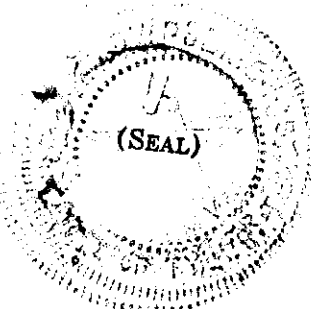
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the Citizens State Bank, Woodville, Texas a corporation, for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the February day of A. D. 1973

[Signature]

Notary Public in and for

Tyler County, Texas.



The within contract showing approval by the Commissioners' Court of this County, and the Comptroller of Public Accounts of the State of Texas was filed for record on the 20 day of February, 1972, and duly recorded in Book, Page, Bond Record of Tyler County, Texas.

WITNESS my hand and seal of office, this the 20 day of Feb 1973

[Signature]

County Clerk, Tyler County.

NOTE:

- 1. Articles 2547 and 2548A, Vernon's Annotated Revised Civil Statutes, prescribe character of securities that may be pledged.
2. Securities pledged are to be accepted at their market value and not at their face value.
3. This form of Pledge Contract was prescribed by the Attorney General and should be strictly adhered to.
4. This blank form should be used where it is possible.

County Depository
Pledge Contract

Tyler County.

Made in the sum of \$ 455,000.00

APPROVED IN OPEN
COMMISSIONERS' COURT

February 12, 1973

Tom D. Mann

County Judge Tyler County.

Filed: _____, 19____.

County Clerk _____ County.

Approved:

_____, 19____.

Comptroller.

001 PAGE 413

County Depository Pledge Contract

STATE OF TEXAS,
County of Tyler

KNOW ALL MEN BY THESE PRESENTS:

That The Citizens State Bank
of Woodville, Tyler County, Texas, does hereby pledge
and deposit the following securities with the Commissioners' Court of Tyler
County, in the amount of Four Hundred Fifty Five Thousand and No/100----- Dollars,
upon the terms and conditions and for the purposes hereinafter set forth:

SECURITIES	AMOUNT
1. <u>Thirteen (13) \$10,000.00 U. S. Treasury Notes, 5 3/4%, Series A-1974, dated November 15, 1967, due November 15, 1974, deposited with First City National Bank, Houston, Texas under Trust Receipt #92933, \$25,000.00 to secure School Funds, balance for County Funds.</u>	\$ <u>105,000.00</u>
2. _____	\$ _____
3. _____	\$ _____
4. <u>One Hundred Fifty (150) \$1,000.00 Housing Authority of the City of Los Angeles, California, 2 3/8%, New Housing Authority Bonds (Second Issue) dated November 1, 1953, due November 1, 1979, with May 1, 1965 and SCA, deposited with First City National Bank, Houston, Texas, under Trust Receipt #58128</u>	\$ <u>150,000.00</u>
5. _____	\$ _____
6. _____	\$ _____
7. <u>Federal National Mortgage Association, 5.70% Debentures, Series SM-1974-0, dated November 10, 1971, Due June 10, 1974, held at Morgan Guaranty Trust Company of New York, on Bank of The Southwest, Houston, Texas, Trust Receipt #151119</u>	\$ <u>100,000.00</u>
8. _____	\$ _____
9. <u>Federal Home Loan Banks, 6.35%, Consolidated Bonds-Series E-1974, dated June 25, 1971, due May 27, 1974, held at Morgan Guaranty Trust Company of New York, on Bank of the Southwest, Houston, Texas Trust Receipt #114706</u>	\$ <u>100,000.00</u>
10. _____	\$ _____
11. _____	\$ _____
12. _____	\$ _____
TOTAL <u>\$455,000.00</u>	\$ _____

Signed, sealed and dated this the 12th day of February, A. D. 1973

The conditions of the above contract are such that, whereas, the above bounden pledgor The Citizens State Bank was on the 12th day of February, A. D. 1973, duly and legally chosen by the Commissioners' Court of Tyler County, Texas, as County Depository for said county for a period of two years ending sixty days from the time fixed

filed 3-6-73 5:00 PM

by law for the next selection of a depository, upon its bidding and agreeing to pay the County of Tyler interest on "time deposits" on daily balances kept in said depository of said County of Tyler at the rate of see Exhibit "A" attached hereto per cent per annum, said interest payable monthly.

NOW, THEREFORE, if the above bounden pledgor The Citizens State Bank Woodville, Texas shall faithfully do and perform all the duties and obligations devolving on it by law as the county depository of Tyler County, and shall upon presentation pay checks drawn on it by the county treasurer of Tyler County, Texas; on "demand deposits" accounts in such depository; and all checks drawn upon any "time deposit" account upon presentation, after the expiration of the period of notice required in the case of "time deposits," and shall faithfully keep said county funds, and account for same according to law, and shall faithfully keep and account for all funds belonging to the county which are deposited with it under the requirements of Article 2547, Vernon's Annotated Revised Civil Statutes, and shall include State funds collected by the tax collector, and shall pay the interest at the time and at the rate hereinbefore stipulated on "time deposits"; and shall, at the expiration of the term for which it has been chosen, turn over to its 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 Tyler County, Texas, to sell at public or private sale, with or without notice to the pledgor, the securities, or any part thereof, and apply the proceeds of sale to the satisfaction of any indebtedness arising by virtue of the violation of any or all the conditions of this contract.

The above provision is given in addition to any remedy the pledgee may have in any suit brought on this contract in any court in this State.

Any suit arising out of or in any way connected with this contract, shall be tried in the County of Tyler and State of Texas in any Court therein having jurisdiction of the subject matter thereof.

IN WITNESS of all which we have hereunto set our hands and the said The Citizens State Bank, Woodville, Texas has caused these presents to be signed with its name and by its president and attested and sealed with its corporate seal the day and year first above written.

By Carey L. Cruse President, ~~as~~ Principal

