

TYLER COUNTY COMMISSIONER'S COURT  
SPECIAL MEETING  
FEBRUARY 15, 1974  
10:00 A.M.

VOL 002 PAGE 184

At the Meeting of the Tyler County Commissioner's Court all members were present. The Meeting opened with a prayer.

A motion was made by Comm. Parks and seconded by Comm. Jordan to authorize the County Judge to order a County School Trustee election to be held on April 6, 1974. All voted yes, none voted no.

A motion was made by Comm. Best and seconded by Comm. Parks to renew the contract with Jack Crawford at the Tyler County Airport for five (5) additional years. All voted yes, none voted no.

A motion was made by Comm. Jordan and seconded by Comm. Parks to authorize the District Clerk/Deputy to attend the Clerk's Seminar at College Station February 27 and 28. All voted yes, none voted no.

A motion was made by Comm. Jordan and seconded by Comm. Best to approve the contract with James M. Allison to collect delinquent taxes for Tyler County. See attached contract. All voted yes, none voted no.

A motion was made by Comm. Belt and seconded by Comm. Parks to table the bids submitted on Backhoe Machine for Precinct 3. See attached bids. All voted yes, none voted no.

A motion was made by Comm. Best and seconded by Comm. Belt that Tyler County join the Deep East Texas Workmen Compensation Self Insurance Program. All voted yes, none voted no.

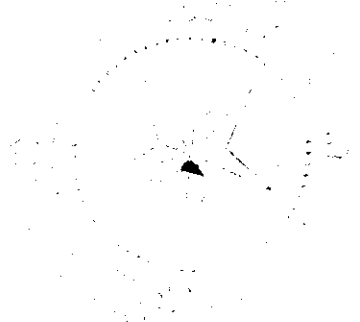
A motion was made by Comm. Jordan and seconded by Comm. Parks to select Tom D. Mann as Tyler County's member of Board of Directors for the Deep East Texas Workmen Compensation Insurance Project. All voted yes, none voted no.

A motion was made by Comm. Best and seconded by Comm. Parks to table for further study the salary question for the Juvenile Judge for Tyler County. 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

FILED FOR RECORD: 2-28 1974 at 3:30 o'clock P.M.  
DULY RECORDED: 3-5 1974 at 9:00 o'clock A.M.  
INSTRUMENT NO. ALLEN STURROCK, TYLER COUNTY CLERK  
BY: Allen Sturrock DEPUTY





**W. A. DuBose & Son Co.**

Route 5, Box 34, Lufkin, Texas 75901, Telephone 632-3363

Feb. 14, 1974

County Commissioners Court  
Woodville, Texas

VOL 002 PAGE 185

Dear Sirs:

We are pleased to submit our bid for a new Ford 3550 tractor-loader-backhoe. The specifications are as follows:

Engine: A 3 cylinder diesel, 183 CID, 50 net flywheel horsepower. Pressurized cooling system, thermostat controlled with fixed by-pass. Full flow lubrication system, dry-type air cleaner. A 12 volt battery, 128 amp-hr. Key starter switch and transmission safety lock, and 22 amp generator.

Transmission: A 6X4 manual reversing transmission with speed ranges of 2.1 to 18.2 mph forward, and 2.5 to 16.1 mph reverse.

Brakes: Mechanical, self-energizing wet discs, fully enclosed.

Steering: Power-assist

Loader: A heavy duty low-profile integral loader with a break-out force of 4,360 lbs., lift capacity to full height of 3,050 lbs., height to bucket hinge pin 128". An open center hydraulic system, 2 lever control, and 16 cu. ft. bucket.


Backhoe: Digging depth of 13'8", 185 degree swing, bucket digging force of 9,400 lbs., individually controlled stabilizers, 18" bucket.

Tires: 7.50X16 6 ply truck type front tires  
16.9X24 6 ply rear tires

Additional equipment includes full instruments and panel lights, differential lock, front and rear lights, and an industrial type reversible seat.

Our bid: \$11,935.00

Sincerely yours,

  
Warren A. DuBose, Pres.



W. A. DuBose & Son Co.

Route 5, Box 34, Lufkin, Texas 75901, Telephone 632-3363

Nov. 14, 1974

L VOL 002 PAGE 186

County Commissioners Court  
Woodville, Texas

Dear Sirs:

We are pleased to submit our bid for a new Ford 3550 tractor-loader-backhoe. The specifications are as follows:

Engine: A 3 cylinder diesel, 183 CID, 50 net flywheel horsepower. Pressurized cooling system, thermostat controlled with fixed by-pass. Full flow lubrication system, dry-type air cleaner. A 12 volt battery, 128 amp-hr. Key starter switch and transmission safety lock, and 22 amp generator.

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Sincerely yours,

Warren A. DuBose, Pres.

JO-BE EQUIPMENT  
283-2541  
510 S. Magnolia  
Woodville, Texas 75979

February 15, 1974

VOL 002 PAGE 187

Judge Tom D. Mann  
Tyler County Court House  
Woodville, Texas 75979

Dear Sir:

We are pleased to quote the following equipment to the Commissioners of Tyler County:

MASSEY-FERGUSON MF-40 BACKHOE LOADER

ENGINE: MF-40 BACKHOE LOADER powered by a 3-cylinder, dry sleeves, 152.7 cu in, 42 fly wheel horsepower Perkins Diesel.

ELECTRICAL SYSTEM: Twelve volt with alternator; 95 amp battery.

DRIVE TRAIN: Manual Shuttle Transmission . . . three, change-speed, sliding spur gears compounded by a planetary reduction providing 6 forward and 6 reverse speeds.

BRAKES: Dual disc type, 7" diameter.

CLUTCH: Dual with dry 11" disc.

DIFFERENTIAL LOCK: Hand operated.

FINAL DRIVE: Planetary type.

STEERING: Full hydraulic power.

LOADER: MASSEY-FERGUSON MF-34 equipped with 3/4 cu yd material bucket; breakout force of 5000 lbs; lift capacity at full height 3000 lbs.

WHEELS AND TIRES: Drive 14.9 x 24 - 6 PR R4  
Steer 7.50 x 16 - 6 PR Laborer

OPERATING WEIGHT: 9091 lbs.

WARRANTY: One year.

This MASSEY-FERGUSON MF-40 BACKHOE LOADER has a Roll Over Protective Structure with seat belts, and meets or exceeds all existing governmental requirements including OSHA.

This BACKHOE LOADER is in stock and can be delivered immediately.

PRICE: F.o.b. Woodville . . . . . \$10,121.00

Very truly yours,

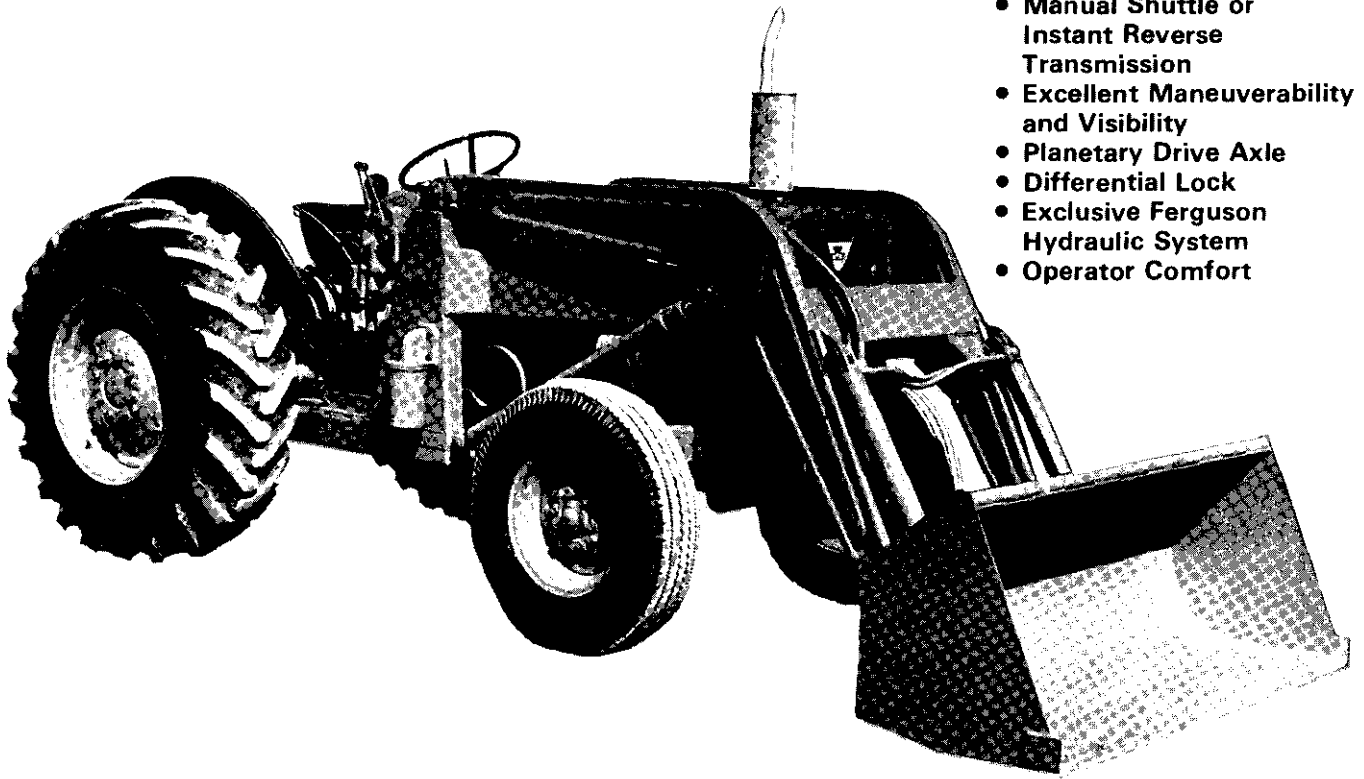
JO-BE EQUIPMENT

  
Joe L. Riley, Owner

JLR:bm

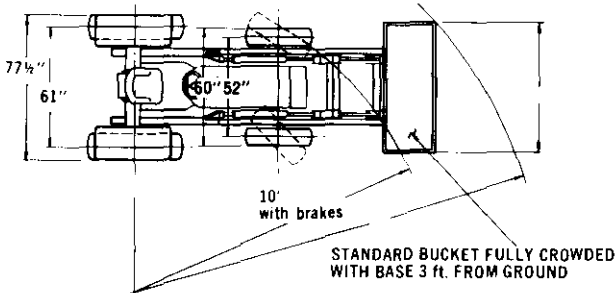
Attachment

EVOL 002 PAGE 189

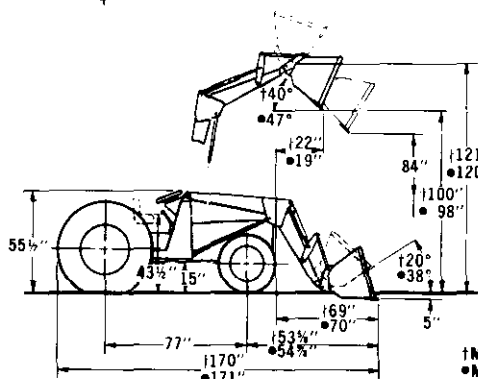


### FEATURES

- Gas or Diesel Engine
- Hydrostatic Power Steering
- Manual Shuttle or Instant Reverse Transmission
- Excellent Maneuverability and Visibility
- Planetary Drive Axle
- Differential Lock
- Exclusive Ferguson Hydraulic System
- Operator Comfort



STANDARD BUCKET FULLY CROWDED WITH BASE 3 ft. FROM GROUND



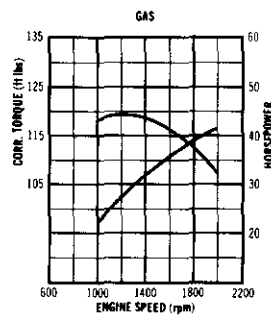
MF 32  
MF 34

Massey-Ferguson reserves the right to make changes in design or to add improvements to its products without incurring any obligation on goods purchased prior to such changes or improvements.

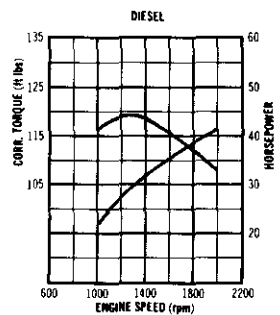


Wherever applicable, specifications are in accordance with IEMC and SAE Standards.

ENGINE PERFORMANCE  
(Average Production Performance)



ENGINE PERFORMANCE  
(Average Production Performance)



## ENGINE

	Gas	Diesel
Manufacturer	Perkins	Perkins
Cubic Inches	152.7	152.7
Bore	3.6	3.6
Stroke	5.0	5.0
H.P. Flywheel @ 2000 RPM	42	42
H.P. PTO	38	38
H.P. Drawbar	33	33
Drawbar Pull	5000	5000
Compression Ratio	7.5:1	17.4:1
Maximum Torque @ 1200 RPM	120 ft lbs	120 ft lbs

**Crankshaft** ... formed from chrome and molybdenum steel; dynamically and statically balanced for smooth performance.

**Main Bearings** ... Number ... 4 steel backed - aluminum tin lined, replaceable.

**Cooling** ... pressurized, with water pump, thermostat and fixed bypass.

### Carburetor

Gas ... updraft type with fixed main jet

Diesel ... direct injection

**Air Cleaner** ... dry type

## ELECTRICAL SYSTEM

Twelve volt with alternator; 60 amp battery on gas; 95 amp battery on diesel.

## DRIVE TRAIN

**Manual Shuttle Transmission** ... three, change-speed, sliding spur gears compounded by a planetary reduction providing 6 speeds forward and 6 in reverse.

**MF 40 Tractor Speeds (Max.)** (mph) 14.9 - 24 tires at L.R. 21.9") at theoretical 2200 engine RPM.

### With Manual Shuttle Transmission

GEAR	FWD.	REV.	GEAR	FWD.	REV.
1	1.7	1.5	4	6.8	6.1
2	3.5	3.2	5	14.0	12.7
3	5.3	4.8	6	21.4	19.3

**Instant Reverse Transmission** ... torque convertor with two, change-speed, sliding spur gears compounded by a planetary reduction producing 4 forward and 4 reverse speeds.

Torque Convertor ... 11-3/4" single stage with 2.12 multiplication

### With Instant Reverse Transmission

GEAR	FWD.	REV.	GEAR	FWD.	REV.
1	1.5	1.3	3	6.1	5.2
2	4.2	3.5	4	16.8	14.5

### Brakes

Type ... dual disc

Diameter ... 7"

**Clutch** ... dual with dry feramic 9" and 11" disc on manual shuttle transmission only

**Differential Lock** ... hand operated - standard

**Power Take Off** ... (for manual shuttle models only)

Type ... live-hand actuated

Speed ... .540 @ 1500 rpm

## STEERING

Type ... hydrostatic power

Turns Lock To Lock ... 3-1/4

Turning Time Lock To Lock ... 2.1 seconds

Force Required ... 2-1/2 lbs @ 1000 rpm

## CAPACITIES

	Gas	Diesel
Cooling System	10 qts	10 qts
Fuel Tank	10.7 gals	10.7 gals
Engine Lubrication	6 qts	6 qts
Transmission Differential And Internal Hydraulic System	32 qts	32 qts
Power Steer Reservoir	1-2/3 qt	1-2/3 qt

## WHEELS AND TIRES (Standard)

Drive	14.9 x 24 - 6PR R4
Steer	7.50 x 16 - 6PR Laborer

## WHEELS AND TIRES (Optional)

Drive	Steer
14.9 x 24 6 PR R1	7.50 x 16 6 PR Laborer
16.9 x 24 6 PR R3	7.50 x 16 6 PR F1

## OPERATING INFORMATION (Loaders)

Bucket Options: ... 5/8 cu yd, 68" material, 7/8 cu yd, 74" snowbucket

	MF32	MF34
Breakout Force	4000 lbs	5000 lbs
Lift Capacity At Full Height	2500 lbs	3000 lbs
Lift Time To Full Height	3.5 sec	3.6 sec
Bucket Dump Time	1.2 sec	1.2 sec
Lowering Time	1.3 sec	1.3 sec
Height To Bucket Hinge Pin	10'1"	10'
Reach At Maximum Height,		
Bucket Dumped	@40° 22"	@45° 1'7"
Clearance Bucket Dumped	@ 40° 8'4"	@ 45° 8'3"
Reach Bucket On Ground	5'9"	5'11"
Bucket Rollback	20°	38°
Maximum Dump Angle	40°	47°
Digging Depth	5"	5"

## HYDRAULIC SYSTEM

Open center

Pump ... gear type 17 gpm @ 2000 rpm @ 2125 psi

System Capacity ... 6 gallons (approx.)

Relief Valve Setting ... 2125 psi

Oil Filter ... replaceable 33 micron cartridge

Boom Cylinders ... built-in power beyond and float position. Two lever control.

two, double acting, 2-1/4" bore,

31" stroke - 1-3/4" (2") rod diameter

Bucket Cylinders ... two, double acting, 2-1/2" bore,

15-3/16" (15-5/8") stroke 1-1/4" rod diameter.

Piston Rods ... ground polished and duplex chromed plated

## SHIPPING WEIGHTS

MF 40 Tractor - Gas - \*Manual Shuttle ... 3640 lbs

MF 40 Tractor - Diesel - \* Manual Shuttle ... 3650 lbs

MF 32 Loader with 68" Bucket ... 1380 lbs

\*Add For Instant Reverse ... 70 lbs

## OPERATING WEIGHTS

**Distribution**

Front ... Gas 1460 Diesel 1460

Rear ... Gas 2180 Diesel 2190

Total ... Gas 3640 Diesel 3650

## STANDARD EQUIPMENT

**Tractor:** Fuel - Water Temperature Gauge / Oil Pressure Gauge / Twelve Volt Electrical System / Ammeter / Combination Tachometer and Hourmeter / Foot and Hand Throttle / Deluxe Seat / Power Steering / Differential Lock / Industrial Hard Nose / Manual Shuttle Transmission Or Instant Reverse Transmission / Heavy Duty Industrial Axles / Fenders / P.T.O. Manual Shuttle Models / Anti-freeze Solution / Dual Clutch Manual Shuttle Models / Independent Brakes with Parking Brake Latch / Internal Hydraulics / Hydraulic Quadrant

**Loader Model 32:** Float Position / Power Beyond for Backhoe Operation / 68" Material Bucket / Dump Cylinders Ground, Polished and Duplex Chromed Piston Rods / Lift Cylinders Ground, Polished and Duplex Chromed Piston Rods / 33 Micron Filter / 17 GPM Pump Loader Valve

**Loader Model 34 (Optional):** Float Position / Power Beyond / 4 Bar Linkage / Dump Cylinders Ground, Polished and Duplex Chromed Piston Rods / Selective Self Level / 78" Material Bucket / Loader Valve / Lift Cylinders, Ground, Plished and Duplex Chromed Piston Rods / 33 Micron Filter / 17 GPM Pump

## OPTIONAL EQUIPMENT

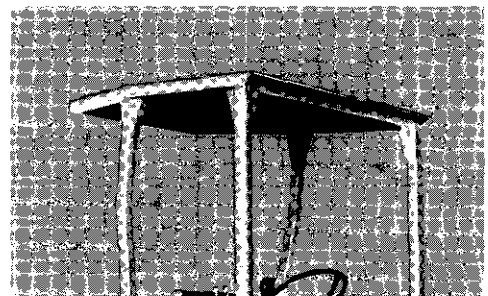
External Three Point Linkage / Stabilizer Bars / Drawbar / Diesel Heater Kit / Auxiliary Hydraulic Valves / P.T.O. Shield / Warning Kit / Cigar Lighter / Combination Front and Rear Lights / Wheel Weights / Loader Buckets / Crane Kit For Loader / Fork Kit For Loader / Tool Box / Plus Many 3 Point Hitch Attachments

## ATTACHMENTS

MF 32 Loader 5/8 yd / MF 34 Loader 3/4 yd / MF 52 Backhoe / 54 54S / MF 135 Side Mounted Mower / MF 18 Scarifier Scraper / Plus Many More



*ROPS (Roll Over Protective Structure) with seat belts are available, and meet or exceed all existing governmental requirements including OSHA.*





GEO. P. BANE, INC. / 220 N. GLENWOOD BLVD. / BOX 4299 / 597-6641 (214) / TYLER, TEXAS 75701

February 15, 1974

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

Gentlemen:

We are pleased to submit our bid on your machinery requirements  
for Precinct 3, as follows:

One new Allis-Chalmers Model 715 Loader-Backhoe  
as described in the enclosed specifications, and  
with the following optional equipment:

Diesel Engine;  
16.9 X 24 Rear Tires;  
11:00 X 16 Front Tires;  
7/8 Yd. Loader Bucket;  
24" Backhoe Bucket;  
36" Backhoe Bucket;

Delivered F.O.B. Tyler County . . . . . \$13,495.00

Delivery: 20 Days

WHITE-OLIVER  
SEAMAN MIXERS



CONSTRUCTION EQUIPMENT  
SALES - SERVICE - PARTS - RENTALS



MELROE BOBCAT  
LORAIN CRANES



We appreciate the opportunity of bidding on your equipment needs and hope to serve you in this instance.

Sincerely yours,

GEORGE P. BANE, INC.

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

VOL 0002 PAGE 191

TDW:ci

Enc.

ACCEPTED:

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I certify that the discrete numbered microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a), Vernon's Texas Civil Statutes, and that each image is a true, correct, and exact copy of the page or pages of the identified instrument of writing, legal document, paper or record which had been filed for record on the date and at the time stamped on each; that no microfilm image or images were substituted for any original microfilm image or images between the Title Page and the Certificate, microfilmed this the 5 day of Mar 1974, from the Sammy records of the County of Tyler, Texas. Starting image no. Vol. 2 Page 11 Ending image no. Vol. 2 Page 11.

*Alan Sturcks*



GEO. P. BANE, INC. / 220 N. GLENWOOD BLVD. / BOX 4299 / 597-6641 (214) / TYLER, TEXAS 75701

February 15, 1974

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

Gentlemen:

We are pleased to submit our bid on your machinery requirements for Precinct 3, as follows:

One new White Model 2-63-15 Loader-Backhoe as described in the enclosed specifications, and with the following optional equipment:

Diesel Engine;  
16.9 X 24 Rear Tires;  
11:00 X 16 Front Tires;  
7/8 Yd. Loader Bucket;  
24" Backhoe Bucket;  
36" Backhoe Bucket;

Price F.O.B. Tyler County . . . . . \$12,965.00

Delivery: 90 Days

WHITE-OLIVER  
SEAMAN MIXERS



CONSTRUCTION EQUIPMENT  
SALES · SERVICE · PARTS · RENTALS



MELROE BOBCAT  
LORAIN CRANES

We appreciate the opportunity of bidding on your equipment needs and hope to serve you in this instance.

Sincerely yours,

GEORGE P. BANE, INC.

  
T. D. Whitaker  
Sales Manager

TDW:ci

Enc.

ACCEPTED:

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# MICHEL



## MACHINERY CORPORATION

8185 EASTEX FWY.

P. O. BOX 7158

BEAUMONT, TEXAS 77706

February 14, 1974

2 VOL 002 PAGE 194

Tyler County Commissioners Court  
Woodville, Texas

Attention: Tyler County Commissioners Court

Dear Sirs:

We would like to submit the following alternate bid for your consideration:

One (1) New and Current John Deere Model  
JD300B Wheel Loader Backhoe -  
Diesel Engine, Power Reverser  
Transmission, Differential Lock,  
Wet Hydraulic Disk Brakes, ROPS  
(OSHA approved) with canopy,  
3/4 yd. bucket, 14' backhoe with  
24" bucket and other base equipemnt  
one year warranty -

List Price \$13,837.50

Less Govt'l Body Discount 3,438 50

Total Bid \$10,399.00

Net 10 Days

Delivery: Immediate  
Contingent on Prior Sale

Thanking you very, very much and hoping the court can honor us with the order, I remain,

Yours truly,

MICHEL MACHINERY CORPORATION

  
Graham Bennett  
Sales Representative

GB:pb

---

HWY. 96 NORTH  
JASPER, TEXAS

5309 GULF FREEWAY  
TEXAS CITY, TEXAS

1806 AIRLINE HWY.  
KENNER (NEW ORLEANS), LA.



# MICHEL



## MACHINERY CORPORATION

8185 EASTEX FWY.

P. O. BOX 7158

BEAUMONT, TEXAS 77706

February 14, 1974

LVGL 002 PAGE 195

Tyler County Commissioners Court  
Woodville, Texas

Attention: The Honorable County Judge  
Mr. Tom Mann &  
The Commissioners Court

Dear Sirs:

With great pleasure we submit the following bid for your  
consideration:

One (1) New and Current John Deere  
Model JD310 Wheel Loader  
Backhoe -  
Diesel equipped as per your  
required specifications  
One year Warranty

List Price \$15,926.55

Less Governmental  
Body Discount 4,027.55

TOTAL BID \$11,899.00

Net 10 Days

Delivery: Immediate  
Contingent on Prior Sale

As you are aware we are in two nearby locations, Beaumont and  
Jasper, Texas and can offer parts and service from either  
facility.

---

HWY. 96 NORTH  
JASPER, TEXAS

5309 GULF FREEWAY  
TEXAS CITY, TEXAS

1806 AIRLINE HWY.  
KENNER (NEW ORLEANS), LA.

Tyler County Commissioners Court  
Woodville, Texas

February 14, 1974  
Page 2

We would also like to take this opportunity to thank the Court for the past business your County has conducted with Michel Machinery Corporation and feel that we can deliver you a piece of equipment dollar for dollar, pound for pound the very best in its class.

Thanking you very much, I remain,

Yours truly,

MICHEL MACHINERY CORPORATION

  
Graham Bennett

Sales Representative

GB:pb



ANGELINA TRUCK & TRACTOR INC.

P. O. BOX 1585

PHONE 632-3343

LUFKIN, TEXAS 75901

February 14, 1974



VOL 002 PAGE 197

County Clerk  
Tyler County  
Woodville, Texas

Re: Backhoe Bid, Pct. 3

Dear Sir:

We are pleased to bid an International 2500D tractor w/2050 loader and a 3142 backhoe. We feel this tractor meets and exceeds your specifications. The tractor is in inventory and is available for immediate delivery.

Attached you will find a specification sheet. If you have any questions, please call.

Bid price: \$13,358.29.

Yours truly,

*James F. Box, Jr.*

James F. Box, Jr.

RESOLUTION

WHEREAS, Recent legislation (namely, S.B. 283) passed by the 1973 Regular Session of the Texas Legislature requires that political subdivisions provide Workmen's Compensation Insurance Benefits to their employees, in accordance with a time frame included in the legislation, and

WHEREAS, In accordance with the time frame for providing Workmen's Compensation Benefits established in the new law, the COUNTY OF TYLER (Name of Political Subdivision), with a total annual budget of \$ must provide this protection on or before July 1, 197, and

WHEREAS, It is our desire to comply with the new law and to improve working conditions within our political subdivisions by providing Workmen's Compensation Insurance Benefits to our employees, and

WHEREAS, We have examined the Bylaws, rules and regulations and terms of the Agreement of the Deep East Texas Workmen's Compensation Insurance Fund, created by the Deep East Texas Council of Governments, and

WHEREAS, After examining the above-described documents, we find said documents to be consistent with good business practices and the provisions of Article 8309h Sections 2 and 4 of the Texas Workmen's Compensation Law;

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT (Governing Body) OF THE COUNTY OF TYLER (Name of Political Subdivision) THAT:

- 1. The COUNTY OF TYLER (Name of Political Subdivision) will provide Workmen's Compensation Insurance Benefits to its employees, effective July 1, 1974, by becoming a member of the Deep East Texas Workmen's Compensation Insurance Fund, a joint fund established to provide Workmen's Compensation Insurance Coverage for the political subdivisions located in the Deep East Texas State Planning Region.
2. TOM D. MANN (Name), COUNTY JUDGE (Title) of the COUNTY OF TYLER (Name of Political Subdivision) is hereby authorized to enter into an Agreement with the Deep East Texas Workmen's Compensation Insurance Fund and to negotiate the annual premium for the coverage to be provided in accordance with the established rates of the Fund.
3. TOM D. MANN (Name), COUNTY JUDGE (Title) of the COUNTY OF TYLER (Name of Political Subdivision) is hereby designated as the COUNTY OF TYLER (Name of Political Subdivision) representative on the Board of



Directors of the Deep East Texas Workmen's Compensation Insurance Fund.

PASSED AND APPROVED AT A REGULAR MEETING OF THE COMMISSIONERS COURT OF THE COUNTY OF TYLER, THIS, THE 15th DAY OF FEBRUARY, 1974.

SIGNED:

Vernon D. Mann Title: COUNTY JUDGE

ATTEST:

Becky Plunio Title: COUNTY CLERK

I certify that the discrete numbered microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a), Vernon's Texas Civil Statutes, and that each image is a true, correct, and exact copy of the page or pages of the Identified instrument of writing, legal document, paper or record which had been filed for record on the date and at the time stamped on each; that no microfilm image or images were substituted for any original microfilm image or images between the Title page and this Certificate, microfilmed this the 5 day of Mar 1974, from the Vernon County Records of the County of Tyler, Texas. Starting image no. Vol. 2 page 142 Ending image no. Vol. 2 Page 199.

Allen Strunk

INDEX TO PARAGRAPHS AND SECTIONS  
 CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES  
 TYLER COUNTY

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2	Contract Deemed Necessary-Law Reference . . .	.1
3	Suitable Party, No Official Connection . . .	.1
4	Contracting Parties . . . . .	.2
 <u>Section</u>		
I	Nature of Service and Taxes Covered . . . . .	.2
II	Delinquent Tax Subject to Contract September First Following Date of Delinquency, Except as Otherwise Provided Because of Suit Filed . . . . .	.2
III	Call Attention to Errors . . . . .	.3
IV	Communicate, Mail Notices, File Suit . . . . .	.3
V	Furnish Abstracts Where Necessary . . . . .	.4
VI	Assist County Attorney in Preparation for Suit . . . . .	.5
VII	Furnish at Own Expense . . . . .	.5
VIII	Compensation Not to Exceed 15% of Taxes, Penalty and Interest Collected. State Owned Property Exempt . . . . .	.5
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XI	Second Party to Make Monthly Reports . . . . .	.7
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XV	County Officials to Cooperate with Second Party . . . . .	.10
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(SEE NOTE ON FOLLOWING PAGE)

DATE 002 NOV 201

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.

002 MAY 202

CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS §

COUNTY OF TYLER § KNOW ALL MEN BY THESE PRESENTS:

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

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 Tyler 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 Fourth Called Session of the 41st Legislature, Article 7335a, Vernon's Annotated Civil Statutes, and Chapter 229, Acts of the 42nd Legislature, Article 7264a, Vernon's Annotated Civil Statutes; and

WHEREAS, after making an investigation into the competency, experience and ability of JAMES M. ALLISON, a licensed attorney under the laws of this State, whose post office address is 409 South Magnolia, Woodville, Texas, 75979, as to his fitness for said work, and after considering the same, are of the opinion that he is the 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.

INVOICE 002 PAGE 203

NOW, THEREFORE, THIS CONTRACT, made and entered into by and between the County of Tyler, 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 JAMES M. ALLISON of the County of Tyler, State of Texas, hereinafter styled Second Party;

## W I T N E S S E T H :

## I.

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 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 are not now delinquent, but which hereafter during the term of this contract are allowed to fall delinquent, 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 of 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 its action all

AVC 002 PAGE 204

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 its answer or intervention all taxes delinquent before trial on the property involved, 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.

## 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, etcetera. 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 itself to communicate with each and every person, firm, corporation or association owing any of such taxes, with a view of collecting same; and First Party shall, before suits are filed for the recovery of delinquent taxes for any year or years cause to be prepared, and furnished to Second Party in triplicate, delinquent tax notices, and Second Party 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

VOLUME 002 PAGE 205

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, 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.

First Party, where it is necessary to prepare and file suit for the enforced collection of delinquent taxes on real property shall cause to be made and furnish to Second Party a correct description of every tract, lot or parcel of land, which shall show the amount of delinquent taxes due against each tract and shall show the number of acres so delinquent, 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, then first party shall furnish Second Party with the above information at its own cost and expense.

## VI.

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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 their 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 defendants 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 costs 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 fifteen (15%) per cent (not to exceed 15%) 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 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, ad 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 \_\_\_\_\_, 1974, to December 31, 1974, both dates inclusive, (not to extend beyond December 31, 1974, 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 persecute to trial Court judgment suits filed prior to December 31, 1974, terminating **date of** this contract provided, **and** shall handle to conclusion all **suits** in which trial Court judgments are obtained during the

I certify that the discrete numbered microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a), Vernon's Texas Civil Statutes, and that each image is a true, correct, and exact copy of the page or pages of the Identified instrument of writing, legal document, paper or record which had been filed for record on the date and at the time stamped on each; that no microfilm image or images were substituted for any original microfilm image or images between the Title Page and this Certificate, microfilmed this the 2 day of Mar, 1974, from the Comm Court Records of the County of Tyler, Texas. Starting Image no. Vol. 2 Page 200 Ending Image no. Vol. 2 Page 207.

*[Handwritten signature]*

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 \$5,000.00 (not to be less than \$5,000.00 accordingly as the Commissioners Court deem 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 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 it shall forthwith pay over to the Tax-Collector or other persons justly entitled thereto, any money or commissions paid it 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 be comparison of the same with

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its own files or records of service, copies of which it has filed with the Tax Assessor-Collector, make up in triplicate a report of collections out of which it 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 its 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 its 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 percent 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 it unless otherwise herein directed, and to take its 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 it 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.

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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 them in Tyler County, Texas.

XV.

It shall be the duty of the Commissioner's 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 not a 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.

XVI.

All of the foregoing is subject to the further provision and condition that Second Party shall not be required to commence the performance of the duties and obligations herein contained and set out by Second Party to be kept and performed until such time as First Party has furnished to Second Party the delinquent tax

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notices covering the delinquent taxes with reference to which Second Party is to take action under the terms of this contract; it being understood however that said notices may be furnished to Second Party in lots of not less than twenty-five (25) notices each thirty (30) days, or such lesser number as the Tax Collector and Second Party may hereafter agree upon.

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 15<sup>th</sup> day of FEBRUARY, A.D. 1974. Tyler County, Texas.

BY:

Tom H. Mann  
COUNTY JUDGE

Paul Best  
COMMISSIONER, PRECINCT NO. 1

H.M. Parker  
COMMISSIONER PRECINCT NO. 2

Kenneth Best  
COMMISSIONER, PRECINCT NO. 3

James R. Jordan  
COMMISSIONER, PRECINCT NO. 4

FIRST PARTY

James Allison  
SECOND PARTY

THE STATE OF TEXAS  
DEPARTMENT OF COMPTROLLER

Examined and approved as to substance and form only, on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1974.

\_\_\_\_\_  
COMPTROLLER  
OF PUBLIC ACCOUNTS, STATE OF TEXAS

Examined and approved as to substance and form only, on this the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1974.

JOHN L. HILL, ATTORNEY GENERAL OF TEXAS

BY: \_\_\_\_\_ ATTORNEY GENERAL

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.

[Signature]  
COUNTY JUDGE

[Signature]  
COUNTY COMMISSIONER,  
Precinct No. 1

[Signature]  
COUNTY COMMISSIONER,  
Precinct No. 2

[Signature]  
COUNTY COMMISSIONER,  
Precinct No. 3

[Signature]  
COUNTY COMMISSIONER,  
Precinct No. 4

THE STATE OF TEXAS

COUNTY OF TYLER

I, the undersigned, County Clerk of Tyler County, Texas, do hereby certify that the above and foregoing is a true and correct copy of a certain Resolution and Order, of the Commissioner's Court of said County, of record in Volume 2, Page 213, of the Minutes of said Court.

Witness my official hand and seal of office this 5 day of March, 1974.

[Signature]  
ALLEN STURROCK, COUNTY CLERK  
TYLER COUNTY, TEXAS.

BY: [Signature]  
DEPUTY

W A I V E R

STATE OF TEXAS §

COUNTY OF TYLER §

**3 VOL 082 PAGE 214**

I, the undersigned County Attorney of Tyler County, Texas, do hereby acknowledge that the Commissioner's Court of the said County has notified me to file suit for the collection of the delinquent taxes in said county; however, due 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 decline 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 Commissioner's Court of said County may contract with some other competent attorney to enforce or assist in the enforcement of the collection of delinquent State and County taxes.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 1974.

*Wesley L. Brown*  
 COUNTY ATTORNEY

TERM EXPIRES 12-31-76  
 Tyler County, Texas.

STATE OF TEXAS §

COUNTY OF TYLER §

I, *Allen Sturrock* County Clerk of Tyler County, Texas, do hereby certify that the above and foregoing is a true and correct copy of a certain waiver executed by \_\_\_\_\_, County Attorney for Tyler County, as the same appears of record in Volume 2, Pg. 214, of the Minutes of the Commissioner's Court of Tyler County, Texas.

GIVEN under my hand and seal of office, this 5 day of March, 1974.

*Allen Sturrock*  
 COUNTY CLERK  
 TYLER COUNTY, TEXAS.



BOND FOR DELINQUENT TAX COLLECTOR

THE STATE OF TEXAS §  
 COUNTY OF TYLER § KNOW ALL MEN BY THESE PRESENTS:

That JAMES M. ALLISON, as Principal and WESTCHESTER  
FIRE INSURANCE COMPANY, as Surety, are held and firmly bound  
 unto Judge Tom D. Mann, County Judge of Tyler County, Texas, and  
 his successors in office in the just and full sum of \$5,000.00,  
 for the payment of which we hereby bind ourselves and our heirs,  
 executors and administrators, jointly and severally, by these  
 presents.

WHEREAS, the said JAMES M. ALLISON, whose address is  
 409 South Magnolia, Woodville, Texas, has by means of a written  
 agreement dated FEBRUARY 15, 1974, entered into a contract  
 with the Commissioner's Court of Tyler County, for the collection  
 of certain delinquent State and County taxes, during the term  
 beginning January 1, 1974 and ending December 31, 1974  
 a copy of which agreement is by reference made a part hereof;

Now, therefore, the condition of this obligation is such  
 that if JAMES M. ALLISON shall faithfully perform the services  
 required 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 Tyler 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 Tyler  
 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.

I certify that the discrete numbered microfilm images between the Title Page and the Certificate  
 of Legality and Authenticity have been made in strict accordance with Article 1941 (a), Vernon's  
 Texas Civil Statutes, and that each image is a true, correct, and exact copy of the page or pages of  
 the Identified Instrument of writing, legal document, paper or record which had been filed for record  
 on the date and at the time stamped on each; that no microfilm image or images were substituted for  
 any original microfilm image or images between the Title Page and this Certificate, microfilmed this  
 the 5 day of March 1974, from the Common Court Records of the County of Tyler,  
 Texas. Starting image no. Vol. 2 Page 215 Ending image no. Vol. 2 Page 215.

*Alan Struck*

IN TESTIMONY WHEREOF, witness our hands this the 15<sup>th</sup>  
day of February, 1974.

James M. Allison  
JAMES M. ALLISON

WESTCHESTER FIRE INSURANCE COMPANY  
BY Jimmie Freeman  
Jimmie Freeman, Attorney in Fact

CERTIFICATE OF COUNTY JUDGE

THE STATE OF TEXAS §  
COUNTY OF TYLER §

The foregoing bond of JAMES M. ALLISON, holding contract for the collection of State and County Delinquent taxes in Tyler County, Texas, was read and approved in open Commissioner's Court this the \_\_\_\_\_ day of \_\_\_\_\_, 1974.

\_\_\_\_\_  
JUDGE OF THE COUNTY COURT  
OF TYLER COUNTY, TEXAS.

Westchester Fire Insurance Company

HOME OFFICE: NEW YORK, N. Y.

KNOW ALL MEN BY THESE PRESENTS:

That the WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, by Harry F. Bott 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." Jimmie Freeman of

Woodville, 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 Two Hundred Fifty Thousand Dollars (\$ 250,000. ) SUBJECT TO THE EXCLUSIONS LISTED BELOW:

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.

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 duly 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 Jimmie Freeman of Woodville, Texas dated January 3rd, 1964

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 WESTCHESTER FIRE INSURANCE COMPANY, this

18th day of January, A.D. 1967

ATTEST:

(SIGNED) John K. Stewart (SEAL) John K. Stewart Assistant Secretary

WESTCHESTER FIRE INSURANCE COMPANY By Harry F. Bott Vice-President

STATE OF NEW YORK } ss: CITY OF NEW YORK

On this 18th day of January, A.D. 1967, 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 WESTCHESTER 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 deposed 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.

(SIGNED) FRIEDA L. BELLER (SEAL) NOTARY PUBLIC, State of New York No. 35-5232985 Qualified in Nassau County Certificate filed in New York County Commission expires March 30, 1967

Frieda L. Beller Notary Public

I, Joseph C. Bruen, Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the attached Power of Attorney dated January 18th, 1967, in behalf of Jimmie Freeman of Woodville, 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 WESTCHESTER FIRE INSURANCE COMPANY; and I do further certify that the following resolution has been duly adopted by the Board of Directors of WESTCHESTER 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 15th day of February, 1967

Joseph C. Bruen Assistant Secretary

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated.

CERTIFICATE

BOND FOR DELINQUENT TAX COLLECTOR

THE STATE OF TEXAS §

COUNTY OF TYLER § KNOW ALL MEN BY THESE PRESENTS:

That JAMES M. ALLISON, as Principal and WESTCHESTER  
FIRE INSURANCE COMPANY, as Surety, are held and firmly bound  
 unto Judge Tom D. Mann, County Judge of Tyler County, Texas, and  
 his successors in office in the just and full sum of \$5,000.00,  
 for the payment of which we hereby bind ourselves and our heirs,  
 executors and administrators, jointly and severally, by these  
 presents.

WHEREAS, the said JAMES M. ALLISON, whose address is  
 409 South Magnolia, Woodville, Texas, has by means of a written  
 agreement dated FEBRUARY 15, 1974, entered into a contract  
 with the Commissioner's Court of Tyler County, for the collection  
 of certain delinquent State and County taxes, during the term  
 beginning January 1, 1974 and ending December 31, 1974  
 a copy of which agreement is by reference made a part hereof;

Now, therefore, the condition of this obligation is such  
 that if JAMES M. ALLISON shall faithfully perform the services  
 required 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 Tyler 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 Tyler  
 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 this the 15<sup>th</sup>  
day of February, 1974.

James M. Allison  
JAMES M. ALLISON

WESTCHESTER FIRE INSURANCE COMPANY

BY Jimmie Freeman  
Jimmie Freeman, Attorney in Fact

CERTIFICATE OF COUNTY JUDGE

THE STATE OF TEXAS §  
COUNTY OF TYLER §

The foregoing bond of JAMES M. ALLISON, holding contract for the collection of State and County Delinquent taxes in Tyler County, Texas, was read and approved in open Commissioner's Court this the \_\_\_\_\_ day of \_\_\_\_\_, 1974.

\_\_\_\_\_  
JUDGE OF THE COUNTY COURT  
OF TYLER COUNTY, TEXAS.

POWER OF ATTORNEY

# Westchester Fire Insurance Company

HOME OFFICE: NEW YORK, N. Y.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated.

KNOW ALL MEN BY THESE PRESENTS:

That the WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, by Harry F. Bott 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." Jimmie Freeman of

Woodville, 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 Two Hundred Fifty Thousand Dollars (\$ 250,000. ) SUBJECT TO THE EXCLUSIONS LISTED BELOW:

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.

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 duly 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 Jimmie Freeman of Woodville, Texas dated January 3rd, 1964

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 WESTCHESTER FIRE INSURANCE COMPANY, this

18th day of January, A.D. 19 67

ATTEST:

(SIGNED) *John K. Stewart*  
 (SEAL) John K. Stewart Assistant Secretary  
 STATE OF NEW YORK }  
 City of New York } ss:

WESTCHESTER FIRE INSURANCE COMPANY

By *Harry F. Bott*  
 Harry F. Bott Vice-President

On this 18th day of January, A.D. 1967, 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 WESTCHESTER 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.

(SIGNED) *Frieda L. Beller*  
 (SEAL) NOTARY PUBLIC, State of New York  
 No. 35-0232985  
 Qualified in Nassau County  
 Certificate in New York County  
 Commission Expires March 30, 1967  
 Notary Public

I, Joseph C. Bruen, Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the attached Power of Attorney dated January 18th, 1967, in behalf of Jimmie Freeman of Woodville, 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 WESTCHESTER FIRE INSURANCE COMPANY; and I do further certify that the following resolution has been duly adopted by the Board of Directors of WESTCHESTER 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 15th day of February, 1967

*Joseph C. Bruen*  
 Joseph C. Bruen Assistant Secretary

CERTIFICATE

BOND FOR DELINQUENT TAX COLLECTOR

THE STATE OF TEXAS §

COUNTY OF TYLER § KNOW ALL MEN BY THESE PRESENTS:

That JAMES M. ALLISON, as Principal and WESTCHESTER FIRE INSURANCE COMPANY, as Surety, are held and firmly bound unto Judge Tom D. Mann, County Judge of Tyler County, Texas, and his successors in office in the just and full sum of \$5,000.00, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

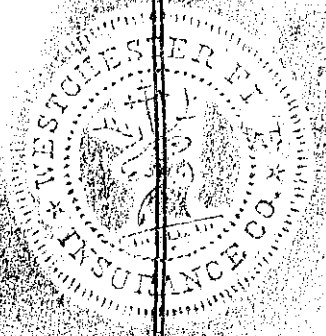
WHEREAS, the said JAMES M. ALLISON, whose address is 409 South Magnolia, Woodville, Texas, has by means of a written agreement dated FEBRUARY 15, 1974, entered into a contract with the Commissioner's Court of Tyler County, for the collection of certain delinquent State and County taxes, during the term beginning January 1, 1974 and ending December 31, 1974 a copy of which agreement is by reference made a part hereof;

Now, therefore, the condition of this obligation is such that if JAMES M. ALLISON shall faithfully perform the services required 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 Tyler 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 Tyler 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 this the 15<sup>th</sup>  
day of February, 1974.

James M. Allison  
JAMES M. ALLISON

WESTCHESTER FIRE INSURANCE COMPANY  
BY Jimmie Freeman  
Jimmie Freeman, Attorney in Fact



CERTIFICATE OF COUNTY JUDGE

THE STATE OF TEXAS §  
COUNTY OF TYLER §

The foregoing bond of JAMES M. ALLISON, holding contract for the collection of State and County Delinquent taxes in Tyler County, Texas, was read and approved in open Commissioner's Court this the \_\_\_\_\_ day of \_\_\_\_\_, 1974.

\_\_\_\_\_  
JUDGE OF THE COUNTY COURT  
OF TYLER COUNTY, TEXAS.



POWER OF ATTORNEY

NO. 002, PAGE 223 Westchester Fire Insurance Company

HOME OFFICE: NEW YORK, N. Y.

KNOW ALL MEN BY THESE PRESENTS:

That the WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, by Harry F. Bott 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." Jimmie Freeman of

does hereby nominate, constitute and appoint Woodville, Texas 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 Two Hundred Fifty Thousand Dollars (\$ 250,000. ) SUBJECT TO THE EXCLUSIONS LISTED BELOW:

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.

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 duly 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 Jimmie Freeman of Woodville, Texas dated January 3rd, 1964

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 WESTCHESTER FIRE INSURANCE COMPANY, this

18th day of January, A.D. 19 67

ATTEST:

(SIGNED) John K. Stewart Assistant Secretary

WESTCHESTER FIRE INSURANCE COMPANY

By Harry F. Bott Vice-President

STATE OF NEW YORK } ss: CITY OF NEW YORK

On this 18th day of January, A.D. 1967, 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 WESTCHESTER 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.

(SIGNED) FRIEDA L. BELLER NOTARY PUBLIC, State of New York No. 35-0232985 Qualified in Nassau County Certificate of New York County Commission Expires March 30, 1967

Frieda L. Beller Notary Public

I, Joseph C. Bruen, Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the attached Power of Attorney dated January 18th, 1967, in behalf of Jimmie Freeman of Woodville, 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 WESTCHESTER FIRE INSURANCE COMPANY; and I do further certify that the following resolution has been duly adopted by the Board of Directors of WESTCHESTER 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 15th day of February, 1967

Joseph C. Bruen Assistant Secretary

FM.203.30.131 12/59

I certify that the discrete numbered microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a), Vernon's Texas Civil Statutes, and that each image is a true, correct, and exact copy of the page or pages of the identified instrument of writing, legal document, paper or record which had been filed for record on the date of this certificate.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated.

CERTIFICATE