BE IT REMEMBERED that on the 22nd day of October A D 1925 there was begun and holden within and for Upshur County Texas a special session of the Commissioners Court of Upshur County at which were present S J Moughon, County Judge; J B Woodfin, Commissioner Precinct No 1; B B Newsom, Commissioner Precinct No 2; J R Hinson, Commissioner Precinct Pre 3; L A Richardson, Commissioner Precinct No 4; Ramah Oliver, County Clerk; J W Bryce, Sheriff, when the following proceedings were had to wit;

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Court by unanimous vote adopted the resolution of this date of refund outstanding warrants $61500.00 as per resolution, which will follow;

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October 23rd 1925. Court in Special Session.

Court convened in speciall session October 23rd 1925 to supplement the tentative agreement agreeing to pay $500.00 attorneys fees as per supplement to original agreement which will follows;

October 27th 1925. Court in Special Session.

Moved and seconded that attached telegram be made part of contract passed by the Court on 22nd and 23rd October 1925, which resolution and supplement is as follows.

To The Commissioners Court of Upshur County Texas;

In connection with the present unsatisfactory status of your $61,500.00 of General Funding Road and Bridge Funding and Upshur County State Highway eight per cent (8%) warrants, dated Oct 1 1921 due serially from Apr 1 1923 to Apr 1 1931 inclusive, we make the following offer;

We will sell to you all the above described warrants with all coupons excepting such as are in judgment at par value, plus six per cent (6%) straight interest from due date of each warrant or coupon now past due. You are to first validate said warrants to the satisfaction of our attorney, as a basis for the subsequent refunding issues. You are to use the available funds on hand (credited to account of these warrants, approximating $20,000,00) to reimburse us as provided below for the expenses of a new issue, and the balance to retire as many as possible of the above described outstanding warrants or the matured coupons thereon.

We further agree to purchase at par and accrued interest the respective refunding issues of six per cent warrants dated Nov 1 1925 and due serially without option May 1 1927 to May 1 1947, in such amounts annually as the county may name; said warrants are to pay interest on May 1 1926 and semiannually thereafter on Nov 1 and May 1 of each year at the Hanover National Bank of New York City.

You are to allow us at the time of exchange of the above warrants, for legal printing and other expenses, all of which we will defray, and in consideration of the premises, a sum computed at the rate of 7 cents on each dollar of new refunding warrants issued. All proceedings had in connection with this matter are to be at the direction or with the approval of our attorney.

This agreement becomes binding upon the Guarantee Title and Trust Company, Wichita Kansas, upon confirmation of acceptance by Mr Robert Campbell, president by November 2 1925.

Submitted this the 22nd day of October 1925.

Guarantee Title and Trust Company

By L Rittemeure.

We, the undersigned members of the Commissioners Court of Upshur County Texas, accept the above proposition in called session at Gilmer, this the 22nd day of October 1925.

S J Moughon, County Judge

J B Woodfin

S W Newsom jr

J R Hinson

L A Richardson

Attest; Ramah Oliver, County Clerk Upshur County Texas. (seal)

WHEREAS, the representative of The Guarantee Title & Trust Co., L. Rittemeure, has been in communication by wire and phone with Mr Robert Campbell, Pres of that institution; and

WHEREAS, Mr Campbell has en countered unreasonable demands from holders of a large portion of the outstanding county warrants, such demands being for full 8% interest to date and $1600.00 attorneys fees; and

WHEREAS, the Guarantee Title & Trust Co., has offered to stand all such expense above $500;00 (FIVE HUNDRED DOLLARS);

BE IT RESOLVED that the tenative contract between said institution and this Commissioners Court be amended to allow said institution the further sum of FIVE HUNDRED DOLLARS.

THIS to be in full effect as a part of, and when, the contract with said institution becomes affective.

Passed in the Commissioners Court Upshur County Texas this the 23rd day of Oct A D 1925.

S M Moughon, County Judge

J B Woodfin

S G Newsom jr

J R Hinson

L A Richardson

WESTERN UNION TELEGRAM

S J Moughon, County Judge

Gilmer Texas.

Mr Campbell is ready to confirm contract after correction to cover judgment stop available funds to apply first on full satisfaction of judgment stop We to remit back to county the amount allowed in judgment for attorney fees stop Substitute for ward attached in second line of second paragraphs this correction quote excepting such as are in judgment stop Would suggest second amending resolution be passed making this wire a part of contract and that you wire us according stop Mr Campbell will then confirm and get Judge Dumas started at once.

L Rittemoure.

WESTERN UNION TELEGRAM

S J Moughon, County Judge

Gilmer Texas

This confirms acceptance of contract with county stop Am also writing to this effect.

Robert Campbell, President Guarantee Title & Trust Co.

ENDORSEMENTS: Filed Oct 23 1925. Ramah Oliver, County Clerk Upshur County.

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County Judge

Commissioner Precinct No 1

Commissioner Precinct No 2

Commissioner Precinct No 3

Commissioner Precinct No 4

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