VOL 35 PG 541

UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

5-25-90

Commissoners Court met in special session with all members present.

Motion by David Loyd seconded by Bill Loggins to approve the minutes of the previous meeting. Motion carried.

Motion by Gaddis Lindsey seconded by Tommy Eatherton to approve the permit application of Jim Schell to install a culvert within ROW of Wildwood Drive. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Bill Loggins to approve the permit application of Jan Williams to install a culvert within ROW of Winnwood Addition. Motion carried, copy attached.

MOtion by David Loyd seconded by Tommy Eatherton to approve the special road use agreement by Three O Construction to haul gravel on Tan Oak and Red Cedar Roads. Motion carried, copy attached.

Motion by David Loyd seconded by Tommy Eatherton to approve the special road use agreement by Lynn Johnston to haul logs on Holly Lane. Motion carried copy attached.

Motion by Bill Loggins seconded by Gaddis Lindsey to approve the special road use agreement by Lasco to haul logs on Gardenia and Jasmine Roads. Motion carried, copy attached.

Motion by Bill Loggins seconded by Gaddis Lindsey to approve the payroll changes of the following: Julie Grunden, Roye Andrews, Larry Sewell, Lola Seahorn and James Ferguson. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by Bill Loggins to approve the payment of the bills now due. Motion carried, copy attached.

The voided oil and gas lease to Resolution Oil and Gas was presented to the court. Motion by Bill Loggins seconded by Gaddis Lindsey to accept this and place in the minutes. MOtion carried, copy attached.

A letter was read to the court stating that Suzanne Bardwell had resigned from the Upshur County Child Protection Board and asking the court to appoint someone to fill this vacancy. It was decided that this will be done at the next meeting, May 31, 1990. Copy of letter attached.

The members to the Fire Commission Board were nominated. They were: nominated by Judge Dean; Tommy Bledsoe. Nominated by Gaddis Lindsey; Bill Darby. Nominated by Bill Loggins; Gaston DeBerry. Nominated by David Loyd; Tim Cone. Nominated by Tommy Eatherton; Sherwin Yocum. Motion by David Loyd seconded by Bill Loggins to accept these members for the board. Motion carried. The term ends December 31, 1990. The board will be sworn in May 31,1990.

Motion by David Loyd seconded by Tommy Eatherton to approve the district and county clerk's attending a conference in Laredo June 18 through 22, 1990. Motion carried, copy attached.

Lola Seahorn was sworn in as constable for Pct. # 4. She will sign the bond and this will be placed of record.

Court went into Executive Session.

Court came out of Executive Session with no other action.

Motion by Gaddis Lindsey seconded by Bill Loggins to adjourn. Motion carried.

COUNTY JUDGE

COMMISSIONER PCT. # 1

COMMISSIONER PCT. # 2

COMMISSIONER PCT. # 3

COMMISSIONER PCT. # 4

VOL 35 PG 542

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

PRECINCT # 1
DATE 5-21-90

Formal notice is hereby given that Jim Schell
whose principal address is Rt. 1 Gilmer, TX 75644
does propose to place a Culvert
within the ROW of County Road Wildwood Drive
as follows:

The location and description of the proposed lines or appertenances is more fully shown by three (3) copies of drawings attached to this application.

All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road and Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after _____ **day of** _____, 19_____.

NAME Gladys Smith

TITLE _____

ADDRESS _____

approved

VOL 35 PG 543

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

PRECINCT 1

DATE 5-16-90

Formal notice is hereby given that Jan Williams
whose principal address is Rt. 6, Box 682 - Gilmer, Tx. 75644
does propose to place a Culvert
within the ROW of County Road Winnwood Addition Lot #79
663-1556
as follows:
Go down Spiderlily to Angelia Rd - turn left to dead end. Last lot on right.

The location and description of the proposed lines or appertenances is more fully shown by three (3) copies of drawings attached to this application.

All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road and Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after _____ **day of** _____, **19**_____.

NAME Haddy Lindsey

TITLE _____

ADDRESS _____

VOL 35 PG 544

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR §

The undersigned Three O - Construction hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 3, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____

San Oak, Red Cedar

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing gravel from its lands located in Precinct No. 3, Upshur County.

4.

First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to POST SURETY BOND in the amount of $_____ to Upshur County Commissioner's Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Tommy Owens
First Party Signature

PO Box 1046
Street or Box

Henderson TX 75652
City, State and Zip Code

214-657-4584
Telephone

Three-O Construction
~~Timber~~ Tract

5-16-90
Date Signed

Everett Lyon
County Judge

Wadell Lindsey
Commissioner 1

Bill Loggins
Commissioner 2

Donnie Boyd
Commissioner 3

Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

VOL 35 PG 545

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR §

The undersigned Lynn Johnston, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 3, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Holly Lane

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing Logs from its lands located in Precinct No. 3, Upshur County.

4.

First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to POST SURETY BOND in the amount of $_____ to Upshur County Commissioner's Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

X Lynn Johnston First Party Signature	[signature] County Judge
Rt. 3 Box 452 Street or Box	Gaddis Lindsey Commissioner 1
Gilmer, TX 75644 City, State and Zip Code	Bill Loggins Commissioner 2
734-7126 Telephone	[signature] Commissioner 3
Timber Tract	Tommy Cathel Commissioner 4
5-14-90 Date Signed	Date Signed

Permit issued for a period not to exceed 90 days.

VOL 35 PG 546

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR §

The undersigned Lasco, Inc., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 2, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 2, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (describe exact route, direction and miles in tenths)

Gardenia and Jasmine Roads

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 2, Upshur County.

4.

First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to POST SURETY BOND in the amount of $_____ to Upshur County Commissioner's Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

First Party Signature

P.O. Box 29
Street or Box

Gilmer, Texas 75644
City, State and Zip Code

214-843-5538
Telephone

Stembridge
Timber Tract

May 16, 1990
Date Signed

County Judge

Commissioner 1

Commissioner 2

Commissioner 3

Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

TO: PAYROLL DEPARTMENT

VOL 35 PG 547

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE EFFECT 5-1-90 (DATE & TIME)

EMPLOYEE Julie Grunden (Gail)

SOCIAL SECURITY NO _____ CLOCK NO. 430

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE	14-7	14-8
☑	1303.74	1336.35

REASON FOR THE CHANGE(S)

- ☐ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ UNION SCALE
- ☑ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

☐ OTHER (EXPLAIN) _____

CHANGE AUTHORIZED BY M. K Gordon DATE 5-22-90

CHANGE APPROVED BY _____ DATE _____

RE-ORDER FORM #08320 FROM AMSTERDAM PRINTING & LITHO CORP., AMSTERDAM, N.Y. 12010

VOL 35 PG 548

TO: PAYROLL DEPARTMENT

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE EFFECT May 21, 1990 (DATE & TIME)

EMPLOYEE Roye M. Andrews (Pct #1)

SOCIAL SECURITY NO 458-92-6992 CLOCK NO. 439

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE	7.1	
☐	~~800.38/mo~~ 4.62/hr.	800.38/mo

REASON FOR THE CHANGE(S)

- ☑ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ UNION SCALE
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

☐ OTHER (EXPLAIN) _____

CHANGE AUTHORIZED BY _____ DATE _____

CHANGE APPROVED BY Hobbs Lunt DATE 5-23-90

RE-ORDER FORM #08320 FROM AMSTERDAM PRINTING & LITHO CORP AMSTERDAM N Y 12010

TO: PAYROLL DEPARTMENT

VOL 35 PG 549

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT 060190 (DATE & TIME)

EMPLOYEE Larry Wayne Sewell (Sheriff)

SOCIAL SECURITY NO 467-94-8035 CLOCK NO.

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE	17-9	
☑	1584-71	

9.14/hr.

REASON FOR THE CHANGE(S)

- ☑ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ UNION SCALE
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

☐ LEAVE OF ABSENCE FROM (DATE) UNTIL (DATE)

☐ OTHER (EXPLAIN)

CHANGE AUTHORIZED BY Murray Jordan DATE 052290

CHANGE APPROVED BY DATE

RE-ORDER FORM #08320 FROM AMSTERDAM PRINTING & LITHO CORP., AMSTERDAM, N.Y. 12010

VOL 35 PG 550

TO: PAYROLL DEPARTMENT

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT 5-14-90 (DATE & TIME)

EMPLOYEE Lola Seahorn (Constable #4)

SOCIAL SECURITY NO 449-60-8779 CLOCK NO.

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☑ RATE		656.00/MO
☐		

REASON FOR THE CHANGE(S)

- ☑ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ UNION SCALE
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

☐ OTHER (EXPLAIN) Appointed to remainging portion of term (Charles Seahorn Constable #4 / Deceased 4/26/90). ~~Thru~~ Ending 12/31/92.

CHANGE AUTHORIZED BY [signature] DATE 5-25-90

CHANGE APPROVED BY _____ DATE _____

RE-ORDER FORM #08320 FROM AMSTERDAM PRINTING & LITHO CORP., AMSTERDAM, N.Y. 12010

TO: PAYROLL DEPARTMENT VOL 35 PG 551

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT May 22, 1990 (DATE & TIME)

EMPLOYEE James Ritter Ferguson (Pat#1)

SOCIAL SECURITY NO _____ CLOCK NO. 365

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		1.7
☐		3.88/HR

REASON FOR THE CHANGE(S)

- ☐ HIRED
- ☒ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ UNION SCALE
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

☐ OTHER (EXPLAIN) Part-time (Summer Help)

CHANGE AUTHORIZED BY [signature] DATE 5-25-90

CHANGE APPROVED BY _____ DATE _____

RE-ORDER FORM #08320 FROM AMSTERDAM PRINTING & LITHO CORP., AMSTERDAM, N.Y. 12010

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC. Disbursements Made from 05/15/90 thru 05/25/90 PAGE 1

Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
40585-AP	05/15/90	EAST TEXAS ECONOMIC	$5,500 00	$5,500 00	NON DEPT-TIER#2/UPSHUR COUNTY ALLOCATION OF FUNDS
40586-AP	05/21/90	STATE FARM INSURANCE COMPANIES	$50.00	$50.00	CONST#4-BOND/LOLA SEAHORN(APPOINTED)
40589-AP	05/22/90	ALICE BROWN	$25.00	$25 00	ELECTION-FIRE DISTRICT/JUDGE 5/5/90
40590-AP	05/22/90	BETTY TRUITT	$15 00	$15 00	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
40591-AP	05/22/90	BIG SANDY I S D.	$75.00	$75.00	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
40592-AP	05/22/90	BOBBIE BOWERS	$90 00	$65 00	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
				$25.00	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
40593-AP	05/22/90	EILEEN CAMP	$65.00	$65.00	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
40594-AP	05/22/90	ELIZABETH STEELMAN	$17.50	$17.50	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
40595-AP	05/22/90	FRANKIE HAMBERLIN	$45 00	$20 00	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
				$25 00	ELECTION-FIRE DISTRICT/JUDGE 5/5/90
40596-AP	05/22/90	FULLER'S TIRE & AUTO REPAIR	$416 76	$416 76	PCT#4-TIRES, LABOR
40597-AP	05/22/90	GAYNELL HOLMES	$30.00	$17.50	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
				$12 50	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
40598-AP	05/22/90	GILMER I S D.	$735.62	$735.62	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
40599-AP	05/22/90	GLADEWATER ISD	$455.00	$280.00	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90 (GLADEWATER)
				$175 00	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90 (PRITCHETT BOX)
40600-AP	05/22/90	GLENDA COX	$25 00	$25 00	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
40601-AP	05/22/90	JACK W CLARK	$13.75	$13 75	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
40602-AP	05/22/90	JAMES H LIBERACKI	$25 00	$25 00	ELECTION-FIRE DISTRICT/JUDGE 5/5/90
40603-AP	05/22/90	JAMES KEITH	$65 00	$65.00	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
40604-AP	05/22/90	JEAN WILLEFORD	$90.00	$65 00	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
				$25 00	ELECTION-FIRE DISTRICT/JUDGE 5/5/90
40605-AP	05/22/90	JESSE DUNN'S TREE SERVICE	$475 00	$475 00	CO BLDGS-CUT DOWN OAK TREE AT CT HOUSE, TRIM PECAN TREES, CUT DOWN TREES @ JUSTICE CENTER
40606-AP	05/22/90	JODIE PATTERSON	$62.50	$62 50	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
40607-AP	05/22/90	JOE McELROY	$25 00	$25 00	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90

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Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions.....
40608-AP	05/22/90	LEON WILLEFORD	$65 00	$65 00	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
40609-AP	05/22/90	LEORA JOHNSON	$25 00	$25 00	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
40610-AP	05/22/90	LYNDA CHILDRESS	$25.00	$25.00	ELECTION-FIRE DISTRICT/JUDGE 5/5/90
40611-AP	05/22/90	MARGRET FABER	$25 00	$25 00	ELECTION-FIRE DISTRICT/JUDGE 5/5/90
40612-AP	05/22/90	MARSHA RAMSEY	$12.50	$12 50	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
40613-AP	05/22/90	MEREDYTHE RAWLS	$65 00	$65 00	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
40614-AP	05/22/90	PAMELIA BISHOP	$25 00	$25 00	ELECTION-FIRE DISTRICT/JUDGE 5/5/90
40615-AP	05/22/90	PAULA ORMES	$65 00	$65 00	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
40616-AP	05/22/90	PEGI HUFFMAN	$25 00	$25 00	ELECTION-FIRE DISTRICT/JUDGE 5/5/90
40617-AP	05/22/90	RHONDA WELCH	$25 00	$25 00	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
40618-AP	05/22/90	ROY JONES	$16.25	$16.25	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
40619-AP	05/22/90	TISH JENKINS	$25.00	$25 00	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
40620-AP	05/22/90	UNION GROVE I S D	$122 50	$122 50	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
40621-AP	05/22/90	UNION HILL I.S.D	$171.25	$171.25	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
40622-AP	05/23/90	STEPHEN WOODFIN	$308 80	$308 80	DA-REIMBURSE/RDOM, MILEAGE, MEALS TO CHILE ATTEE PROSECUTORS COURSE
40624-AP	05/24/90	DEERE CREDIT SERVICE	$3,084 33	$3,084.33	PCT#4/JD MOTOR GRADER 670B S#529462(DOWN PAYMENT
40627-AP	05/24/90	PATSY DAVIS	$24 00	$6 00	D CT-JURY SERVICE 05/14/90
				$6 00	D CT-CAUSE#10,181 JURY SERVICE 5/22/90
				$12 00	D CT-CAUSE#192-88 JURY SERVICE 5/17&18/90
40628-AP	05/24/90	STEPHEN LYNN CARDEN	$12 00	$6 00	D CT-JURY SERVICE 05/14/90
				$6 00	D CT-CAUSE#10,181 JURY SERVICE 5/22/90
40629-AP	05/24/90	JOHN EDWARD TAYLOR	$6 00	$6 00	D CT-JURY SERVICE 05/14/90
40631-AP	05/24/90	DOYAL RAY STEPHENS	$18 00	$6 00	D CT-JURY SERVICE 05/14/90
				$6 00	D CT-CAUSE#10,231 JURY SERVICE 5/15/90
				$6 00	D CT-CAUSE#10,181 JURY SERVICE 5/22/90
40632-AP	05/24/90	ROSALYN ALSOBROOK	$12 00	$6 00	D CT-JURY SERVICE 05/14/90
				$6 00	D CT-CAUSE#10,181 JURY SERVICE 5/22/90
40633-AP	05/24/90	PAULA MATHIS	$12 00	$6 00	D CT-JURY SERVICE 05/14/90

Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				$6 00	D CT-CAUSE#10,181 JURY SERVICE 5/22/90
40633-AP	05/24/90	BRUCE HOLDER GRIFFITH	$12 00	$6.00	D CT-JURY SERVICE 05/14/90
				$6 00	D CT-CAUSE#10,189 JURY SERVICE 5/16/90
40634-AP	05/24/90	BRENDA POOLE	$6 00	$6 00	D CT-JURY SERVICE 05/14/90
40635-AP	05/24/90	LARRY GUY LANSDALE	$12.00	$6.00	D CT-JURY SERVICE 05/14/90
				$6.00	D CT-CAUSE#10,189 JURY SERVICE 5/16/90
40636-AP	05/24/90	KOFI JUANITA WILLIAMS	$6.00	$6 00	D CT-JURY SERVICE 05/14/90
40637-AP	05/24/90	LEORA JOHNSON	$12 00	$6 00	D CT-JURY SERVICE 05/14/90
				$6.00	D CT-CAUSE#10,213 JURY SERVICE 5/23/90
40638-AP	05/24/90	EDNA CHASTAIN	$18.00	$6.00	D CT-JURY SERVICE 05/14/90
				$6 00	D CT-CAUSE#10,231 JURY SERVICE 5/15/90
				$6.00	D CT-CAUSE#10,181 JURY SERVICE 5/22/90
40639-AP	05/24/90	MARY LOYD	$18.00	$6.00	D CT-JURY SERVICE 05/14/90
				$6 00	D CT-CAUSE#10,231 JURY SERVICE 5/15/90
				$6.00	D CT-CAUSE#10,181 JURY SERVICE 5/22/90
40640-AP	05/24/90	JOYCE SUE FINCH	$6.00	$6.00	D CT-JURY SERVICE 05/14/90
40641-AP	05/24/90	MARTHA DAUSTER	$6 00	$6.00	D CT-JURY SERVICE 05/14/90
40642-AP	05/24/90	LARRY HENSON	$12.00	$6 00	D CT-JURY SERVICE 05/14/90
				$6.00	D CT-CAUSE#10,189 JURY SERVICE 5/16/90
40643-AP	05/24/90	PAUL RANDALL ZIMMERS	$6 00	$6.00	D CT-JURY SERVICE 05/14/90
40644-AP	05/24/90	DOYLE DWAYNE BROWN	$12.00	$6 00	D CT-JURY SERVICE 05/14/90
				$6.00	D CT-CAUSE#10,189 JURY SERVICE 5/16/90
40645-AP	05/24/90	JUDITH ELLEN BLAKNEY	$6 00	$6 00	D CT-JURY SERVICE 05/14/90
40646-AP	05/24/90	TERESA ANN KIMBROUGH	$12.00	$6.00	D CT-JURY SERVICE 05/14/90
				$6.00	D CT-CAUSE#10,213 JURY SERVICE 5/23/90
40647-AP	05/24/90	WILLIAM WILLARD HOLMAN	$6.00	$6 00	D CT-JURY SERVICE 05/14/90
40648-AP	05/24/90	RALPH LEO STEGALL	$6.00	$6 00	D CT-JURY SERVICE 05/14/90
40649-AP	05/24/90	GAYLA ROSS	$24.00	$6 00	D CT-JURY SERVICE 05/14/90
				$6 00	D CT-CAUSE#10,231 JURY SERVICE 5/15/90
				$6.00	D CT-CAUSE#10,181 JURY SERVICE 5/22/90
				$6 00	D CT-CAUSE#10,213 JURY SERVICE 5/23/90
40650-AP	05/24/90	CHARLOTT POSEY	$18 00	$6 00	D CT-JURY SERVICE 05/14/90

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Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				$12.00	D CT-CAUSE#192-88 JURY SERVICE 5/17&18/90
40651-AP	05/24/90	MICHAEL DON LAROSE	$18 00	$6 00	D CT-JURY SERVICE 05/14/90
				$6 00	D CT-CAUSE#10,189 JURY SERVICE 5/16/90
				$6 00	D CT-CAUSE#10,181 JURY SERVICE 5/22/90
40652-AP	05/24/90	WILLIAM EWING BROWN	$6 00	$6 00	D CT-JURY SERVICE 05/14/90
40653-AP	05/24/90	EARNEST BEN THOMPSON	$12.00	$6 00	D CT-JURY SERVICE 05/14/90
				$6 00	D CT-CAUSE#10,189 JURY SERVICE 5/16/90
40654-AP	05/24/90	JERRY LEE CAMPBELL	$6 00	$6 00	D CT-JURY SERVICE 05/14/90
40655-AP	05/24/90	ELLEN ELIZABETH SMITH	$30.00	$6 00	D CT-JURY SERVICE 05/14/90
				$6.00	D CT-CAUSE#10,231 JURY SERVICE 5/15/90
				$6 00	D CT-CAUSE#10,181 JURY SERVICE 5/22/90
				$12 00	D CT-CAUSE#192-88 JURY SERVICE 5/17&18/90
40656-AP	05/24/90	JOHN EDWARD JOHNSON	$6 00	$6 00	D CT-JURY SERVICE 05/14/90
40657-AP	05/24/90	VIRGINIA HENRY	$12.00	$6 00	D CT-JURY SERVICE 05/14/90
				$6 00	D CT-CAUSE#10,213 JURY SERVICE 5/23/90
40658-AP	05/24/90	CHRISTIE C HORN	$6 00	$6 00	D CT-JURY SERVICE 05/14/90
40659-AP	05/24/90	WILLIE ANTHONY MYERS	$18 00	$6 00	D CT-JURY SERVICE 05/14/90
				$6 00	D CT-CAUSE#10,231 JURY SERVICE 5/15/90
				$6 00	D CT-CAUSE#10,213 JURY SERVICE 5/23/90
40660-AP	05/24/90	DAVID PAUL ASHLEY	$18 00	$6 00	D CT-JURY SERVICE 05/14/90
				$12 00	D CT-CAUSE#192-88 JURY SERVICE 5/17&18/90
40661-AP	05/24/90	TOMMY GLENN BUCKLAND	$36 00	$6 00	D CT-JURY SERVICE 05/14/90
				$6 00	D CT-CAUSE#10,231 JURY SERVICE 5/15/90
				$6 00	D CT-CAUSE#10,189 JURY SERVICE 5/16/90
				$12 00	D CT-CAUSE#192-88 JURY SERVICE 5/17&18/90
				$6 00	D CT-CAUSE#10,213 JURY SERVICE 5/23/90
40662-AP	05/24/90	SHEILA BURKS	$36 00	$6 00	D CT-JURY SERVICE 05/14/90
				$6 00	D CT-CAUSE#10,231 JURY SERVICE 5/15/90
				$6 00	D CT-CAUSE#10,181 JURY SERVICE 5/22/90
				$12 00	D CT-CAUSE#192-88 JURY SERVICE 5/17&18/90
				$6 00	D CT-CAUSE#10,213 JURY SERVICE 5/23/90
40663-AP	05/24/90	TULLY MIKE FLOWERS	$6 00	$6 00	D CT-JURY SERVICE 05/14/90
40664-AP	05/24/90	RITA FRANTZEN	$18 00	$6 00	D CT-JURY SERVICE 05/14/90
				$6 00	D CT-CAUSE#10,189 JURY SERVICE 5/16/90
				$6 00	D CT-CAUSE#10,213 JURY SERVICE 5/23/90

UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 25 MAY 1990

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC — Disbursements Made from 05/15/90 thru 05/25/90 — PAGE 5

Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
40665-AP	05/24/90	ROGER ALLEN FORBUS	$12.00	$6.00	D. CT-JURY SERVICE 05/14/90
				$6.00	D CT-CAUSE#10,231 JURY SERVICE 5/15/90
40666-AP	05/24/90	HARVEY GEORGE SWAIN	$6.00	$6.00	D CT-JURY SERVICE 05/14/90
40667-AP	05/24/90	JANET A STANLEY	$18.00	$6.00	D CT-JURY SERVICE 05/14/90
				$12.00	D CT-CAUSE#192-88 JURY SERVICE 5/17&18/90
40668-AP	05/24/90	SANDRA DIANE EDWARDS	$6.00	$6.00	D. CT-JURY SERVICE 05/14/90
40669-AP	05/24/90	JAMES DENNIS JONES	$24.00	$6.00	D. CT-JURY SERVICE 05/14/90
				$12.00	D CT-CAUSE#192-88 JURY SERVICE 5/17&18/90
				$6.00	D CT-CAUSE#10,213 JURY SERVICE 5/23/90
40670-AP	05/24/90	EUGENE DALE WILLIS	$18.00	$6.00	D. CT-JURY SERVICE 05/14/90
				$12.00	D. CT-CAUSE#192-88 JURY SERVICE 5/17&18/90
40671-AP	05/24/90	BOBBY LEE HILL	$12.00	$6.00	D. CT-JURY SERVICE 05/14/90
				$6.00	D. CT-CAUSE#10,189 JURY SERVICE 5/16/90
40672-AP	05/24/90	SANDRA KAY ODONNELL	$30.00	$6.00	D. CT-JURY SERVICE 05/14/90
				$6.00	D CT-CAUSE#10,231 JURY SERVICE 5/15/90
				$6.00	D CT-CAUSE#10,189 JURY SERVICE 5/16/90
				$12.00	D. CT-CAUSE#192-88 JURY SERVICE 5/17&18/90
40673-AP	05/24/90	LINDA JEAN VICK	$18.00	$6.00	D. CT-JURY SERVICE 05/14/90
				$12.00	D. CT-CAUSE#192-88 JURY SERVICE 5/17&18/90
40674-AP	05/24/90	ELIZABETH SHRUM	$12.00	$6.00	D. CT-JURY SERVICE 05/14/90
				$6.00	D CT-CAUSE#10,231 JURY SERVICE 5/15/90
40675-AP	05/24/90	SHIRLEY ANN WITT	$6.00	$6.00	D CT-JURY SERVICE 05/14/90
40676-AP	05/24/90	TILMAN LEE DAVIS	$6.00	$6.00	D CT-JURY SERVICE 05/14/90
40677-AP	05/24/90	JAMES DEWEY GRUNDEN	$12.00	$6.00	D CT-JURY SERVICE 05/14/90
				$6.00	D CT-CAUSE#10,213 JURY SERVICE 5/23/90
40678-AP	05/24/90	GERALD SIMON KNAPPS	$36.00	$6.00	D CT-JURY SERVICE 05/14/90
				$6.00	D. CT-CAUSE#10,189 JURY SERVICE 5/16/90
				$6.00	D. CT-CAUSE#10,181 JURY SERVICE 5/22/90
				$12.00	D. CT-CAUSE#192-88 JURY SERVICE 5/17&18/90
				$6.00	D. CT-CAUSE#10,213 JURY SERVICE 5/23/90
40679-AP	05/24/90	JANICE GOSS	$6.00	$6.00	D CT-JURY SERVICE 05/14/90
40680-AP	05/24/90	DANNY CLAY MCBRIDE	$6.00	$6.00	D CT-JURY SERVICE 05/14/90
40681-AP	05/24/90	BENNIE LEE APPLEGATE	$12.00	$6.00	D CT-JURY SERVICE 05/14/90
				$6.00	D CT-CAUSE#10,213 JURY SERVICE 5/23/90

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FORM 1149

PRINTED IN U.S.A.

UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 25 MAY 1990

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC — Disbursements Made From 05/15/90 thru 05/25/90 — PAGE 5

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Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
40682-AP	05/24/90	GARY WAYNE BURKS	$18 00	$6 00	D CT-JURY SERVICE 05/14/90
				$6 00	D CT-CAUSE#10,231 JURY SERVICE 5/15/90
				$6.00	D. CT-CAUSE#10,189 JURY SERVICE 5/16/90
40685-AP	05/25/90	1ST ADMINISTRATIVE JUDICIAL	$1,128 13	$1,128 13	D CT-JUDICIAL REGION ASSESSMENT FOR'88-89y-
40686-AP	05/25/90	ALADDIN CHEMICAL PRODUCTS	$35.00	$35.00	PCT#3-(5)gal AL-1 DEGREASER&TRUCK WASH
40687-AP	05/25/90	ALBRIGHTS GARAGE	$30 00	$20 00	PCT 4-EXHAUST PIPE REPAIR
				$10 00	PCT#3-EXHAUST REPAIR
40688-AP	05/25/90	APACHE RENT-ALL	$1 25	$1 25	CO BLDG-GAS
40689-AP	05/25/90	ARKLA GAS	$97 86	$34 05	CO LIB-ACCT#1220708193001/MAY 15'90 BILLING
				$52 72	CO LIB-ACCT#1220708193506/MAY 15'90 BILLING
				$11.09	PCT#3-ACCT#I220704224008/MAY 16'90 BILLING
40690-AP	05/25/90	ARNOLD'S PIPE & SALVAGE	$717 09	$23 00	PCT#3-(2)2x2x3/16 ANGLE IRON
				$165 25	PCT#3-(25)pcs 2"PIPE 10'-0"(5)SAW CUTS
				$528 84	ROW-FM2088/PIPE&DEL FEE(CATTLE GUARD)
40691-AP	05/25/90	AW'S COUNTRY STORE	$246 20	$51 60	PCT 1-GAS
				$58 61	PCT 1- 52 GAL GAS
				$73 85	PCT#1-GASOLINE
				$50.00	PCT 1-DIESEL
				$3 98	PCT#1-HEAVY DUTY FOIL
				$6 16	PCT#1-TAPE
				$2 00	PCT#1-ICE
40692-AP	05/25/90	BARBARA SANDERS	$266 00	$266 00	JANITORIAL&FLOWER BEDS/MAY'90
40693-AP	05/25/90	BARNEY SMITH	$50.00	$50 00	MAY'90/RABIES CONTROL OFFICER
40694-AP	05/25/90	BAXTER SALES CO , INC	$148 80	$148 80	J CTR-(6)cs 33x40 LINERS
40695-AP	05/25/90	BAYLOR MEDICAL CENTER AT GILME	$1,520 21	$169 13	CO JAIL-KENNETH GREEN/MEDICAL
				$790 51	IND-ROBERT DAVIS/EMRG HOSPITAL
				$20 09	IND-STACY FOWLER/EMG&DR FEE 5/8/90
				$49 07	IND-ACCT#R49024029/BENNIE FOWLER/RADIOLOGY 5/8/90
				$491 41	CO JAIL-KENNETH GREEN/MEDICAL THERAPY
40696-AP	05/25/90	BEARING SERVICE&SUPPLY, INC	$18 08	$6 14	PCT#1-(2)OIL SEALS @$3 07ea
				$11 94	PCT#1-(2)OIL SEALS@$5 97ea
40697-AP	05/25/90	BILL LOGGINS	$133 25	$40 32	COMM CT-REIMBURSE/2trips TO JOHN HANNA'S OFFICE/STANLEY vs UPSHUR COUNTY
				$45 85	COMM CT-REIMBURSE/TYLER TRIP(HANNAS OFFICE STANLEY CS)
				$47 08	COMM CT-REIMBURSE/THROCKMORTON TRIP SCHOOL LAW

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC — Disbursements Made from 05/15/90 thru 05/25/90 — PAGE

Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
40698-AP	05/25/90	BISHOP & BISHOP, P C	$300.00	$250 00	D CT-CAUSE#261-89/DOWNING CHILDREN 2/16-4/25 90
				$50.00	D. CT-CAUSE#58-90/DUSTY ABBOTT, CHILD
40699-AP	05/25/90	BJ'S SERVICE CO	$79.05	$79 05	PCT#2-ICE MACHINE REPAIR/VALVE, FREON, SERVICE CALL
40700-AP	05/25/90	BOGEL SALES INC	$743 75	$309.60	CO JAIL-TAMPONS, STAR BRITE CLEANER LICE KILLER, POLISH
				$20.30	CO JAIL-(2)FLOOR SQUEEGE
				$27 52	CO BLDG-(4)MOP HEAD
				$386 33	CO BLDG-MOP BUCKET&WRINGER, DOLLY
40701-AP	05/25/90	BRODART CO	$276 04	$345 33	CO LIB-ACCT#4233982/33 BOOKS
				$12 97CR	CO LIB-ERROR/BOOK HAD BEEN CANCELLED
				$56 32CR	CO. LIB-CREDIT DUE TO DISCT.
40702-AP	05/25/90	BROOKSHIRES	$132.69	$132 69	D A-HOT CK RESTITUTION/SHARON FORTUNE
40703-AP	05/25/90	BUSINESS RECORDS CORPORATION	$3,171 22	$3,171 22	CO CLK-CUST#47065541/INDEXING & MICROFILMING FREIGHT
40704-AP	05/25/90	BYRON CROOK ELECTRIC CO , INC	$51.10	$51.10	J. CTR-ACCT#21010/FOUR LIGHT BALLASTS, LABOR
40705-AP	05/25/90	CAREY WILLIAMSON, ATT	$1,816 89	$1,816 89	CO TAX-DELINQUENT TAXES COLLECTED/APRIL '90
40706-AP	05/25/90	CITY OF GILMER	$964.39	$84.16	ROCK BLDG-ACCT#130345000/MAY 22'90 BILLING
				$735.46	J. CTR-ACCT#010067500/MAY 22'90 BILLING
				$144.77	CT H-ACCT#130274000/MAY 22'90 BILLING
40707-AP	05/25/90	CLARKE & COURTS, INC.	$50.72	$50 72	CO CLK-(100)APPL-MARRIAGE LICENSE
40708-AP	05/25/90	CLEO MARLOWE, JP#5	$210.00	$210 00	MAY'90/OFFICE EXPENSE
40709-AP	05/25/90	COMMERCIAL RETREAD & REPAIR	$399.00	$399.00	PCT#1-RETREADS
40710-AP	05/25/90	COMPLETE BUSINESS	$2,586 24	$1,851 00	DPS-FAX MACHINE, FAX STAND, FAX PAPER
				$735 24	DA-ACCT#4039/SERVICE ON RICOH COPIER 6200 [illegible]
40711-AP	05/25/90	CONROY FORD TRACTOR, INC.	$108 11	$108.11	PCT#1-SPACER, O'RING, SLUG, ADAPTER
40712-AP	05/25/90	CONTINENTAL BUSINESS PRODUCTS,	$7 10	$7 10	CO TAX-(2)bxs AVERY LABELS
40713-AP	05/25/90	D & W PRINTING COMPANY	$310 82	$310 82	JP#1-(2700)WARNING OF RIGHTS
40714-AP	05/25/90	DANA COMMERCIAL CREDIT	$274.70	$274 70	5/2/90 TO 6/1/90 TELETYPE LEASE#162362
40715-AP	05/25/90	DARR EQUIPMENT COMPANY	$11 19	$11 19	PCT#4-(1)BREAKER
40716-AP	05/25/90	DAVIS COFFEE COMPANY	$59.00	$59 00	CO JAIL-(1)28/8 75 COFFEE

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Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
40717-AP	05/25/90	DESK TOP & DATA SUPPLY	$30.00	$30.00	CO IND-(4)TYPE RIBBONS&LIFT-OFF
40718-AP	05/25/90	DIAMOND SHAMROCK	$4 65	$4 65	SHERIFF-ACCT#7 700 577 5
40719-AP	05/25/90	ECONOMY AUTO SUPPLY, INC	$206 11	$44 53	PCT#3-SPARK PLUGS, POINTS, GASKETS
				$24 80	PCT 3-BEARING, GASKETS, SILCONE
				$6 96	PCT 3- STUDS&NUTS
				$39 63	PCT 3-STARTER; BATTERY BOLTS
				$35.56	PCT#3-STARTER & CORE RETURN
				$8 68	CO BLDG-BELTS
				$10 68	CO BLDG-BELTS
				$6 26	PCT 3-BELT
				$29 10	PCT 1-SANDPAPER; SPREADERS; PUTTY
				$0.09CR	PCT#3-OVERPAYMENT OF ACCOUNT
40720-AP	05/25/90	EDNA F. WELCH, CSR, RPR	$150 00	$150 00	D. CT-CT. REPORTING MAY 18'90/ONE DAY
40721-AP	05/25/90	ELECTROLUX	$71 55	$71 55	J C.-VACUUM REPAIR; LABOR
40722-AP	05/25/90	ELTON WILBURN	$105 36	$105.36	CO. TAX-REFUND OF TAXES ON PROPERTY #R05327
40723-AP	05/25/90	ESCO ELEVATORS, INC.	$150.07	$150.07	ACCT#S22UP7880/ELEVATOR SERVICE 6'90
40724-AP	05/25/90	EVERETT DEAN	$265 43	$70 27	COMM CT-REIMBURSE/282mi&MEAL/PROBATE SCHOO_
				$195 16	COMM CT-REIMBURSE/THROCKMORTON TRIP(SCHOOL LAND
40725-AP	05/25/90	F L. GARRISON	$333 00	$333 00	MAY'90/JUV PROBATION BOARD
40726-AP	05/25/90	FREELANCE ENTERPRISES, INC	$240 00	$240 00	DA-(4) 1990 HANDBOOKS/TX PENAL CODE, TX DRUG & DWI, TX CRIMINAL PROCEDURE, TX CRIMINAL EVIDENCE
40727-AP	05/25/90	GADDIS LINDSEY	$50.89	$50 89	COMM. CT-REIMBURSE/THROCKMORTON TRIP(SCHOOL LAND,
40728-AP	05/25/90	GASTEL TURNER	$100.00	$100.00	MAY'90/OFFICE EXPENSE
40729-AP	05/25/90	GENERAL TELEPHONE COMPANY	$175 84	$87 00	D CT-#843-2836/MAY 10'90 BILLING
				$36 00	CO S-#1RT-2564/MAY 16'90 BILLING
				$52 84	CO LIB-LITERACY/#843-3360/MAY 16'90 BILLING
40730-AP	05/25/90	GEORGE P. BANE, INC	$100 04	$100 04	PCT 3-NUTS; SHEAVE, PIN, BOLTS; CUTTING EDGE
40731-AP	05/25/90	GILMER ANIMAL CLINIC	$35 00	$35 00	CO SHERIFF-EXAM & FARM CALL/HORSES IN FOR ROBINSON CASE
40732-AP	05/25/90	GILMER DRUG COMPANY	$25 31	$19 16	CO JAIL-LARRY McBRIDE/PRESCRIPTION#88283
				$6 15	CO JAIL-ELWOOD RIDLON/RX#91278
40733-AP	05/25/90	GILMER LUMBER COMPANY INC	$187 70	$95 71	ROCK BLDG-LADIES ROOM/FACILITIES IMPROVEMENTS
				$7 10	ROCK BLDG-GAL PASTIC BUCKET, FLOOR PATCH
				$4.53	ROCK BLDG-MOULDING

UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 25 MAY 1990

Approved Disbursements
ALL Checking Accounts

TPE SOFTWARE GROUP, INC. — Disbursements Made from 05/15/90 thru 05/25/90 — PAGE 7

Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				$10.56	ROCK BLDG-LADIES ROOM/FAC IMPROVEMENTS
				$58.75	CO BLDG-BRUSHES, ROOF COATING, CORD
				$11.05	PCT#1-(1)21b. MAUL, 24"STAKES, MARKERS
40734-AP	05/25/90	GLOBE SIGNS	$140.00	$140.00	PCT 4-SIGNS
40735-AP	05/25/90	GREGG COUNTY SHERIFF OFFICE	$90.00	$90.00	D A-CAUSE#216-90/3 CITATIONS TX vs 'BICHEL
40736-AP	05/25/90	H & D TIRE & AUTOMOTIVE	$2,697.41	$67.86	PCT 3-WATER PUMP, RADIATOR CAP, TEMP SENDING UNIT
				$454.14	PCT 3-2 TIRES
				$45.04	PCT 4-AXILE SHIFT MOTOR, SWITCH
				$4.10	PCT 3-TEMP SENDING UNIT
				$157.04	PCT#1-RELAY, OIL, FILTERS
				$67.14	PCT#2-12 TON JACK
				$13.67	PCT#2-TUBE, FILTER
				$2.61	PCT 2-HYDRAULIC FITTING
				$45.75	PCT 2-HYDRAULIC OIL, CHAIN SAW FILE
				$59.35	PCT#1-FIBERGLASS KIT, TIN SNIPS
				$4.79	PCT#4-BRASS FITTINGS
				$2.79	CO BLDGS-TUBING, FIP COMP UNION, ADAPTERS
				$20.84	PCT#4-RAIN SUIT, TOWELS
				$16.22	PCT#3-BOLTS, NUT, WASHER, BELTS, SWITCH, CARRIAGE BOLTS
				$105.29	PCT#1-POINT SET, CONDENSER, SPARK PLUGS, FILTER E-Z-E SPRAY; TOOL, TERMINALS, BATTERY, MASK
				$26.51	PCT 1-CAM DIP; GASKET, GAASKET
				$10.80	PCT 3-BOLTS
				$69.02	PCT 1-FIBERGLASS HARDNER, GLOVES, FIBERGLASS RESIN, FIBERGLASS MATT
				$149.18	PCT 3-TIRE, TUBE
				$62.94	PCT 1- FITTING, HY HOSE, OIL(5 GAL)
				$61.00	PCT 4-TUBE, LABOR
				$6.20	PCT 1- LATEX GLOVES, O-RING
				$8.10	PCT 1-SPARK PLUGS
				$13.95	PCT 2-HYDRAULIC OIL
				$7.90	PCT 1-BULBS
				$81.70	PCT 1-LIGHTS, MIRRORS, DRILL BITS, ANTI-FREEZE CUPS & HOLDER
				$19.76	PCT 3-GLOVES, GLOVES, BATTERIES
				$230.84	SHERIFF-TIRES; LABOR
				$2.85	PCT 4-SWITCHES
				$214.74	PCT 2-TIRE, TUBE
				$11.00	PCT 2-PATCHES
				$9.91	PCT 4-TUBE
				$24.57	PCT 1-BONDO, HARDNER, SCRAPPER, FITTINGS BALL VALUE, CLAMPS
				$44.93	PCT 3-LIFT SUPPORT, GREASE HOSE, GREASE GUN COUPLERS
				$286.72	PCT 4-TIRES, LABOR
				$306.54	PCT 4-TIRES, TUBES, LABOR

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Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				$3.72CR	PCT#3-RETURNED TEMP. SEND
				$14.66CR	PCT#1-RETURNED SPARK PLUGS, CONDENSER, POINT SET
40737-AP	05/25/90	HANDY MART GRO.	$25.00	$25.00	PCT#1-(21)gal SUPREME GAS@$1.199ea
40738-AP	05/25/90	HARMONY I S D.	$175.00	$175.00	ELECTION-SPECIAL/FIRE DISTRICT 5/5/90
40739-AP	05/25/90	HERBERT L YOUNG	$296.72	$120.64	PCT#3-116 gal UNLEADED GASOLINE @ $1.04
				$104.00	PCT#3-(100)gals. PREM GAS@$1.04ea
				$72.08	PCT#3-68 GAL GASOLINE @ $1.06ea
40740-AP	05/25/90	HIGHTOWER & ASSOCIATES, INC.	$230.80	$230.80	COMM CT-CIVIL ACTION#M-89-0107-CA(STANLEY vs UPSHUR COUNTY)
40741-AP	05/25/90	HOWARD TOOL AND SUPPLY	$109.60	$109.60	PCT#2-WRENCHES, RATCHETS/HAND TOOLS
40742-AP	05/25/90	IBM CORP.	$411.11	$411.11	A PROB-ACCT#7460004-0074 MAINT AGREEMENT 4/3/90-8/31/90
40743-AP	05/25/90	J R S S	$84.99	$62.00	PCT#1-DIESEL
				$22.99	PCT#1-DIESEL
40744-AP	05/25/90	JACK P. KIRBY, M D.	$396.95	$33.02	IND-MICHAEL BROOKS/OFFICE VISIT&LAB
				$97.56	IND-JAMES CAMPBELL/OFFICE VISIT&LAB
				$147.21	IND-MICHAEL BROOKS/OFFICE VISIT&LAB
				$53.16	IND-JAMES CAMPBELL/LAB 4/24/90
				$22.00	IND-JAMES CAMPBELL/OFFICE VISIT
				$22.00	IND-MICHAEL BROOKS/OFFICE VISIT
				$22.00	IND-RUSSELL REECE/OFFICE VISIT 5/3/90
40745-AP	05/25/90	KNOWLES LAW BOOK PUBLISHING, I	$64.52	$63.96	D A-EXTRANEOUS OFFENSES&UNCHARGE CONDUCT
				$0.56	D.A-ACCT#00938148/LATE CHARGE
40746-AP	05/25/90	LIVENGOOD & MARTIN, ATTY	$800.00	$300.00	D.CT-CAUSE#10,233 LARRY JOE McBRIDE
				$500.00	D CT-CAUSE #10180>102077/CHARLES GARRETT
40747-AP	05/25/90	LONGVIEW ASPHALT INC	$2,187.36	$715.44	PCT#4-(29.81)TONS OIL SAND@$24 ea
				$403.20	PCT#4-(16.80)TONS OIL SAND@$24 ea
				$695.04	PCT#4- 14.19 & 14.77 TONS OIL SAND @$24ea
				$373.68	PCT#1-(15.57)TONS OIL SAND@$24 ea
40748-AP	05/25/90	LONGVIEW ORTHOPAEDIC CLINIC	$63.87	$63.87	IND-PAULETTE E KERR/OFFICE VISIT&X-RAY 4/5 90
40749-AP	05/25/90	MARSHALL FEDERAL SAVINGS&LOAN	$289.21	$289.21	CO TAX-WILLIAM C. CAVANAH/PROPERTY #F60327
40750-AP	05/25/90	MED SHOP PHARMACY	$364.65	$16.49	IND-CURTIS GRANT/PRESCRIPTION
				$38.39	IND-CURTIS GRANT/PRESCRIPTION
				$142.89	IND-CURTIS GRANT/PRESCRIPTION
				$93.99	IND-MICHAEL BROOKS/PRESCRIPTION
				$72.89	IND-MICHAEL BROOKS/PRESCRIPTION

UPSHUR COUNTY

A C C O U N T S P A Y A B L E S Y S T E M

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC — Disbursements Made from 05/15/90 thru 05/25/90 — PAGE [illegible]

Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
40751-AP	05/25/90	MIKE MELTON'S SERVICE CENTER	$66 56	$29 92	CO BLDGS-GAS&OIL FOR GREEN FORD TRUCK
				$7.12	CO. BLDGS-GAS FOR LAWN MOWER
				$4.62	CO. BLDGS-CAN OF GAS
				$24 90	CO. BLDGS-GAS FOR GREEN FORD TRUCK
40752-AP	05/25/90	MOBIL OIL CREDIT CORPORATION	$18 48	$18 48	SHERIFF-ACCT#891 930 059 3/GASOLINE
40753-AP	05/25/90	MOSBY MECHANICAL CO , INC	$334.63	$334 63	CO JAIL-REPLACE BD IN CT. ROOM, REFRIGERANT, CONDENSOR FAN MOTOR HIT BY LIGHTENING, FAN BALADE, LAVBOR, TRAVEL
40754-AP	05/25/90	NATIONAL ASSOC OF COUNTIES	$510 00	$255 00	COMM CT-REGIS FEE/T EATHERTON FOR 55th ANNUAL CONFERENCE
				$255.00	COMM. CT-REGIS/B LOGGINS FOR 55th ANNUAL CONFERENCE
40755-AP	05/25/90	NCNB TEXAS	$431.97	$431.97	CO TAX-UPSHUR CO. TAX REFUND#16854
40756-AP	05/25/90	NOBLES REFRIGERATION & AIR CON	$198 00	$50 00	J CTR-REPAIR ICE MACHINE/JAIL KITCHEN
				$148 00	J CTR-(6)lbs. FREON&LABOR/WALK-IN FREEZER
40757-AP	05/25/90	ORE CITY DISCOUNT AUTO PARTS	$79 08	$79 08	PCT#2-(6)STOP LEAK(1)WD-40(4)cs OIL, PATCHES
40758-AP	05/25/90	OSBURN LIQUOR	$24 30	$24 30	DA-HOT CK RESTITUTION/MRS VINCENT MONTGOMERY
40759-AP	05/25/90	PAUL LYNN SANDLIN	$98.82	$98 82	CO. TAX-OVERPAYMENT OF TAXES PROPERTY#R49470
40760-AP	05/25/90	PLILER INTERNATIONAL	$494 31	$18 60	PCT#1-KIT
				$2.02	PCT#1-K, PMP'S
				$44 34	PCT 1- GASKET, FREON
				$429 35	PCT#1-(1)PUMP&KIT
40761-AP	05/25/90	PROFESSIONAL TECHNICAL	$49 00	$22 00	PCT#3-(1)CRYSTAL/RADIO
				$27 00	PCT#1-(1)HORN RELAY&LABOR/#104
40762-AP	05/25/90	R.E "BOB" CROWDER	$210 00	$210 00	MAY'90/OFFICE EXPENSE
40763-AP	05/25/90	RICKY TAFF HEATING	$375.55	$32.00	CO LIB-OLD LIBRARY/SERVICE CALL
				$343 55	CO LIB-CLEAN COIL, BLOWER WHEELS, DRAIN, THERMOSTAT, LABOR, FREON, FAN BELT; THERMOSTAT
40764-AP	05/25/90	ROBERT ANDERSON	$810.57	$810.57	ROW-FM2088/CATTLE GUARD
40765-AP	05/25/90	RUCKER STEVEN MURRY, M D.	$42 02	$42 02	IND-PEGGY J FOWLER/OFFICE VISIT LAB 4/23/90
40766-AP	05/25/90	RUTH WHITESIDE	$25 00	$25 00	MAY'90/SERVICE AS LAW LIBRARIAN
40767-AP	05/25/90	S & T SMALL ENGINE REPAIR	$15 00	$15 00	PCT#2-CHAIN SAW REPAIR

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UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 25 MAY 1990

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC. — Disbursements Made from 05/15/90 thru 05/25/90 — PAGE 12

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Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
40768-AP	05/25/90	SABINE VALLEY MHMR	$58 77	$19.59	IND-JAMES CAMPBELL/OFFICE VISIT 5/7/90
				$19.59	IND-JAMES CAMPBELL
				$19 59	IND-JOHNNY CHILDRESS
40769-AP	05/25/90	SOUTHWESTERN BELL TELECOM	$154.35	$154.35	AD PROB-NEW TELEPHONES AND INSTALLMENT AT MARION COUNTY
40770-AP	05/25/90	SWIFT INDEPENDENT PACKING	$533 83	$350 03	CO JAIL-CUST#17130/ASSORTED MEATS
				$183 80	CO JAIL-CUST#17130/ASSORTED MEATS
40771-AP	05/25/90	TEXACO INC	$60 86	$60.86	CO S-ACCT#6103028459/MAY 4'90 BILLING
40772-AP	05/25/90	TEXAS DISTRICT & COUNTY ATTORN	$60.00	$25 00	D.A-TDCAA DUES/CYNTHIA GREENE 6/90-6/91
				$35 00	D A-TDCAA DUES/R.STEPHEN WOODFIN
40773-AP	05/25/90	TEXAS STEEL CULVERT CO , INC	$1,244.40	$1,244 40	PCT#3-(1)24"16GA 32'(1)60"16GA 40'CULVERTS
40774-AP	05/25/90	THE ADVERTISER	$31 95	$31 95	PCT#3-(1,000)BUSINESS CARDS
40775-AP	05/25/90	THE BAKER & TAYLOR COMPANY	$285.51	$285 51	CO LIB-ACCT#L45392-8/BOOKS
40776-AP	05/25/90	TODD TEFTELLER	$300 00	$300 00	D.CT-CAUSE#10234/CHRISTOPHER EUGENE GUILD
40777-AP	05/25/90	TOMMY EATHERTON	$71 27	$71 27	COMM CT-REIMBURSE/THROCKMORTON TRIP(SCHOOL LAND)
40778-AP	05/25/90	TRANSIT MIX CONCRETE SUPPLY	$175 00	$175.00	PCT#4-PEA GRAVEL (5) @$35.00ea
40779-AP	05/25/90	TYLER UNIFORM CO , INC	$77 93	$77.93	CO S-(3)sz.16 SHIRTS(6)EMBLEMS/MITCHELL
40780-AP	05/25/90	U T FISCAL AFFAIRS	$70 00	$70 00	IND-ROBERT DAVIS/CLINIC&PHYSICIAN
40781-AP	05/25/90	UPSHUR COUNTY AMBULANCE SERVIC	$105 00	$105 00	JP#3-TRANSPORT RICHARD POWELL/GOOD SHEPHERD
40782-AP	05/25/90	UPSHUR COUNTY SHERIFF DEPT.	$23 22	$23 22	CO SHERIFF-POSTAGE,SUPPLIES,SEW ON UNIFORM PATCHES
40783-AP	05/25/90	UPSHUR COUNTY SHERIFF DEPT.	$10.00	$10 00	CO S-REIMBURSE/SPECIAL ACCT/TCDA DUES(M JORDAN)
40784-AP	05/25/90	UPSHUR COUNTY WRECKER SERVICE	$162 28	$162.28	SHERIFF-UNIT#1/REPLACE EXHAUST PIPE,MUFFLER,TAIL PIPE,RENOVATOR,LABOR
40785-AP	05/25/90	UPSHUR-RURAL ELECTRIC COOP , C	$105 94	$7 65	SIMP CTH-ACCT#902475309/MAY 16'90 BILLING
				$53 58	PCT#4-ACCT#121782522/MAY 16'90
				$7 64	LAFAY BLDG-ACCT#505279486/MAY 21'90
				$37 07	PCT#2-ACCT#41186523/MAY21'90
40786-AP	05/25/90	VARNADO FEED SERVICE	$163 15	$48 30	CO S-SEARCH TEAM/4bgsOATS,2bgsDOG FOOD
				$9 70	CO S-SEARCH TEAM/WIRE PLIERS,HOSE MENDER
				$25 90	CO S-SEARCH TEAM/(2)50lb bag DOG FOOD

LASHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC — Disbursements Made from 05/15/90 thru 05/25/90 — 25 MAY 1990 — PAGE [illegible]

Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				$51 55	CO S-SEARCH TEAM/OATS, DOG FOOD, HOSE MENDERS
				$27.70	CO. S-SEARCH TEAM/DOG FOOD
40787-AP	05/25/90	VINGO FOODS	$22 54	$22.54	CO JAIL-(3)PAM SPRAY, POWDERED SUGAR, FRIES, CHIPS
40788-AP	05/25/90	W S CHASTEEN	$210.00	$210 00	MAY'90/OFFICE EXPENSE
40789-AP	05/25/90	WAL-MART #146	$242.02	$50.93	D A-HOT CK RESTITUTION/SHELLY TAYLOR
				$46.20	D. A-HOT CK RESTITUTION/SHELLY TAYLOP
				$86 01	D A-HOT CK RESTITUTION/KIMBERLY R DAVIS
				$58 88	D A-HOT CK RESTITUTION/ANN HENRY
40790-AP	05/25/90	WALMART STORE #146	$48 91	$13.98	PCT#1-AMMO
				$5.86	CO LIB-MASKING TAPE, MOUNTS
				$36 83	SHERIFF-FILM PROCESSING
				$7.76CR	RETURNED AMMUNITION
40791-AP	05/25/90	WAYNE TOLIVER	$400.00	$400 00	D CT-CAUSE #10218>9863 & 418037B/JAMES ALTON MURRELL
40792-AP	05/25/90	WEST PUBLISHING	$45 00	$45.00	CONTRACT#14058/ACCT#866760500/5'90
40793-AP	05/25/90	WEST PUBLISHING CO	$53 25	$53.25	DA-ACCT#858339046/TX RLS CT-ST&FD 90PA
40794-AP	05/25/90	WEST PUBLISHING COMPANY	$232 75	$38 75	LAW LIB-TX CS 779-780
				$28.00	LAW LIB-FD 892
				$28.00	LAW LIB-FD 893
				$18 50	D CLK-TX RLS CT-ST&FD 90PA
				$35.50	COMM. CT-TX RLS CT-ST&FD 90PA
				$18.50	D. CT-CAUSE#487-B JURY SERVICE 04/24/90
				$35 50	LAW LIB-TX RLS CT-ST&FD 90PA
				$7.50	D. CT-TX CD FM 2D 1&2 90PP
				$7.50	LAW. LIB-TX CD FM 2D 1&2 90PP
				$15.00	CO TREAS-TX LOCAL GOVT CODE 1990 PAM
40795-AP	05/25/90	WEST SIDE FURNITURE	$26.73	$26.73	CO BLDG-WHEELS, WASHERS-MOWER, BCW SAW
40796-AP	05/25/90	WESTERN AUTO ASSOCIATE STORE	$0 30	$0.30	CO. BLDG-(2)3/8 FARRELLA
40797-AP	05/25/90	WHITE SWAN, NORTH	$804 78	$446 66	CO JAIL-CUST#420711/ASSORTED FOODS
				$358 12	CO JAIL-CUST#420711/ASSORTED FOODS
40798-AP	05/25/90	WHITESIDE GARAGE	$84.52	$84.52	DA-HOT CK RESTITUTION/KENNETH SLAYDON
Total for AP - ACCOUNTS PAYABLE			$49,404 33		
Grand Total			$49,404 33		

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County Judge, Everett Dean

Commissioner Pct#1, Gaddis Lindsey

Commissioner Pct#2, Bill Loggins

Commissioner Pct#3, David Loyd

Commissioner Pct#4, Tommy Eatherton

CUSTOMER'S DRAFT

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25 DAY MUTUAL SIGHT DRAFT

FIRST NATIONAL BANK

88-405

No.

SEYMOUR, TEXAS April 9 1990

PAY TO THE ORDER OF UPSHUR COUNTY SCHOOL LANDS $ 2,000.00

TWO THOUSAND AND NO/100 DOLLARS

VALUE RECEIVED AND CHARGE TO ACCOUNT OF WITH EXCHANGE

TO First National Bank
P. O. Box 752
Seymour, Texas 76380
Account No. 085-3898

Roland Elledge

STAFFORD-LOWDON COMPANY FORT WORTH 98756

88-561
1119

Gilmer National Bank

WE HAND YOU HEREWITH FOR COLLECTION Gilmer, Texas 4-12-90 REPORT BY THIS OUR DATE No. 08677

	PAYER	DEPOSITOR	AMOUNT
4-9-90	Roland Elledge 25 day sight draft	Upshur Co School Lands	2000.00

CASH COLLECTION DO NOT HOLD FOR CONVENIENCE OF PAYER

SPECIAL INSTRUCTIONS:

First National Bank
P. O. Box 752
Seymour, Texas 76380

Phone 817-888-3113

Returned Insuf. 5-11-90

"Please Return This Slip With Your Remittance"

General Instructions — Wire non-payment items $1,000.00 or over. Protest all items unless otherwise instructed. Items $100.00 or under or those bearing this stamp [N P 261] or similar authority of a preceding endorser No Protest. DELIVER DOCUMENTS ONLY ON PAYMENT.

VOL. 35 PG 567

PRODUCERS 88 REV.-TEX. A (6-73)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this 9th day of April, 19 90, by and between NORTH UPSHUR COUNTY SCHOOL LANDS; THE HONORABLE JUDGE EVERETT DEAN AND COURT, P. O. Box 790, Gilmer, Texas 75644, hereinafter called "Lessor", whether one or more, and RESOLUTION OIL AND GAS, P. O. Box 1354, Seymour, Texas 76380, hereinafter called "Lessee".

WITNESSETH. That, for and in consideration of the sum of TEN AND NO/100---------- Dollars ($ 10.00), receipt of which is hereby acknowledged, and of the royalties herein provided and the agreements of Lessee herein contained, Lessor does hereby grant, lease and let exclusively unto Lessee, its successors and assigns, all of the land hereinafter described, together with any reversionary rights therein for the purpose of exploring by geological, geophysical and all other methods, and of drilling, producing and operating wells or mines for the recovery of oil, gas and other hydrocarbons, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well or mine on the leased premises, including primary, secondary, tertiary, cycling, pressure maintenance methods of recovery, and all other methods, whether now known or unknown, with all incidental rights thereto, and to establish and utilize facilities for surface and subsurface disposal of salt water, and to construct, maintain and remove roadways, tanks, pipelines, electric power and telephone lines, power stations, machinery and structures thereon, to produce, store, transport, treat and remove all substances described above, and the products therefrom, together with the right of ingress and egress to and from said land across any other land now or hereafter owned by Lessor. The land hereby leased is situated in the County of Baylor, State of Texas, and is described as follows.

North Upshur County School lands, Blocks NOs. 51, 60, 71, 73 and 84

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted, leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above, or are in the named survey, or other survey or surveys. The bonus money paid for this lease is in gross, and not by the acre, and shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 200 acres, whether actually more or less, and such land is hereinafter referred to as the "leased premises".

TO HAVE AND TO HOLD the leased premises for a term of ~~xxxxxxx~~ three (3) years from the date hereof, hereinafter called "primary term", and as long thereafter as oil, gas or other hydrocarbons, or other minerals or leased substances, or either or any of them, are produced from the leased premises or from lands with which the leased premises are pooled or unitized.

In consideration of the premises, it is hereby agreed as follows:

1 Royalty On Oil. Lessee shall deliver to Lessor, at the well or to the credit of Lessor in the pipeline to which the well may be connected, 1/8th of all oil and other liquid hydrocarbons produced and saved from the leased premises, or Lessee, at its option, may buy or sell such 1/8th royalty and pay Lessor the market price for oil or liquid hydrocarbons of like grade and gravity prevailing in the field on the day such oil is run into pipelines or into storage tanks. Lessor's royalty interest in either case shall bear its proportion of any expenses for transporting and treating oil to make it marketable as crude.

2 Royalty On Gas. Lessee shall pay to Lessor as royalty on gas, including casinghead gas or other gaseous substances produced from said land and sold on or off the premises, one eighth of the net proceeds at the well received from the sale thereof, provided that on gas used off the premises or by Lessee in the manufacture of gasoline or other products therefrom, the royalty shall be the market value at the well of one eighth of the gas so used, as to all gas sold by Lessee under a written contract the price received by Lessee for such gas shall be conclusively presumed to be the net proceeds at the well or the market value at the well for the gas so sold.

3 Royalty On Other Substances. Lessee shall pay to Lessor, as royalty on any substances covered by this lease other than oil and gas and the products thereof which Lessee may elect to produce, save and market from the leased premises, 1/8th of the proceeds received by Lessee from the sale thereof after deducting the processing costs, except that the royalty on sulphur shall be One Dollar ($1.00) per long ton marketed.

4 Shut - In Gas Royalty. If at any time, or from time to time, either before or after the expiration of the primary term of this lease, there is any gas well on the leased premises or on lands with which the leased premises are pooled or unitized and which is capable of producing in paying quantities, but which is shut in before or after production therefrom, such well shall be considered under all provisions of this lease as a well producing gas in paying quantities and this lease shall remain in force in like manner as though gas therefrom was actually being sold or used. In such event, Lessee covenants and agrees to pay Lessor, as royalty, the sum of Ten Dollars Dollars ($ 10.00) per annum for the period commencing on the date such well is actually shut in, unless this lease is being maintained in force and effect by some other provision hereof, in which event, such period shall commence on the date this lease ceases to be maintained in full force and effect by some other provision hereof. Payment or tender shall be made to Lessor, or deposited to the credit of Lessor in the depository bank named in this lease. The first payment shall be due and payable on or before ninety (90) days after the date such well is shut in, or ninety (90) days from the date this lease ceases to be maintained in force by some other provision hereof. Unless gas from such well is produced and sold or used prior thereto, except temporary sales, or use for lease operations, subsequent payments shall be due annually thereafter on the anniversary date of the period for which such prior payment was made. No additional payments shall be required if there is more than one shut in gas well on the leased premises or on lands with which the leased premises are pooled or unitized. The term "gas well" shall include wells capable of producing natural gas, condensate, or any gaseous substance, and wells classified as gas wells by any governmental authority having jurisdiction.

6 Delay Rental. If operations for drilling or mining on the leased premises, or on lands with which the leased premises are pooled or unitized, are not commenced on or before one (1) year from the date of this lease, as set forth above, this lease shall terminate as to both parties unless on or before one (1) year from the date of this lease, Lessee shall pay or tender to the Lessor a rental of Two Hundred Dollars and No/100---------- Dollars ($ 200.00), which shall cover the privilege of deferring commencement of such drilling or mining operation for a period of twelve (12) months from the expiration of said one (1) year period. In like manner and upon like payments or tenders annually, the commencement of such operations may be deferred for successive periods of the same number of months, during the primary term. Payments or tenders may be made to the Lessor or to the Lessor's credit in the First National Bank Bank at Gilmer, Texas 75644, which bank or any successor thereof shall continue to be the agent for the Lessor and the Lessor's successors and assigns. If such bank or any successor thereof shall fail, liquidate, or be succeeded by another bank, or for any reason fail or refuse to accept rental, the rental paying date for any year shall be extended until the expiration of thirty (30) days after Lessor shall have delivered to Lessee a recordable instrument making provision for another method of payment or tender and any depository charge shall be the liability of the Lessor. The payment or tender of rental may be made by check or draft of Lessee, mailed or delivered to said bank or Lessor, or to any Lessor if more than one, on or before the rental paying date. Mailing of rental on or before the rental paying date shall be deemed a timely tender thereof and shall preclude the termination of this lease.

6 Drilling Operations. If Lessee should drill and abandon as a dry hole a well on the leased premises, or if after the discovery of oil, gas or other minerals, the production thereof should cease from any cause and, in either event, there are no other producing wells on the leased premises or on lands with which they are pooled or unitized, or drilling or reworking operations are not being conducted thereon, this lease shall not terminate if Lessee commences reworking or additional drilling operations on the leased premises within sixty (60) days thereafter or, if it be within the primary term, Lessee commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of ninety (90) days from the date of such abandonment or cessation of production. If such abandonment or cessation of production occurs at any time during the last fifteen (15) months of the primary term, no rental payment or drilling operations are necessary to keep the lease in force during the remainder of the primary term. If, at the expiration of the primary term, oil, gas or other minerals are not being produced from the leased premises or from lands with which the leased premises are pooled or unitized, but Lessee is then engaged in operations for drilling or reworking of any well, this lease shall remain in force so long as such drilling or reworking operations are prosecuted, or reworking operations on any well or additional drilling operations are conducted on the leased premises, or on lands pooled or unitized therewith, with no cessation of more than sixty (60) consecutive days, and if any such operations result in production then as long thereafter as such production continues.

7 Pooling. Lessee is hereby granted the right, at any time and from time to time, whether before or after production, to pool this lease for the production of oil, gas or condensate, or any or either of them as to the land covered hereby, or any zone or portion thereof, or as to any mineral or royalty interest therein, with any other lease covering the above described land, or lands adjacent, contiguous, adjoining, or in the immediate vicinity thereof, or as to any zone or portion of said lease or any mineral or royalty interest therein. Such pooling shall be into a unit or units not exceeding forty (40) acres plus an acreage tolerance of ten percent (10%) thereof for oil, and units not exceeding six hundred forty (640) acres each plus an acreage tolerance of ten percent (10%) thereof for gas, provided that, should governmental authority having jurisdiction prescribe or permit the creation of any drilling, spacing or proration units larger than those specified above, such units may be created or enlarged to conform in size to the drilling or spacing units so prescribed or permitted or to the proration units as may be authorized for obtaining the maximum allowable production from one well. Lessee may pool the acreage or interests above described, or any portion thereof, as above provided, as to oil, or gas in any one or more zones, and units so formed need not conform in size or area with the unit or units into which the lease is pooled, or combined as to any other zone, and oil units need not conform as to area with gas units. Such pooling shall be effected by the filing by Lessee of a written designation, in the county, or counties, in which the premises are located, identifying and describing the pooled unit. The production of oil, gas or condensate from any zone or portion of the land so pooled and the development and operation on such land, including the commencement, drilling, completion and operation of a well thereon, or the existence thereon of a shut in gas well, shall be considered and construed and shall have the same effect, except for the payment of royalty, as production, development and operation, or the existence of a shut in gas well on the leased premises, regardless of the location of the well on the unit. Production from any unit well producing oil, gas or condensate shall be allocated to the leased premises in the proportion that the acreage of the leased premises included within the units bears to the total acreage in the unit, and the royalty provided for herein shall be calculated on the portion of the production so allocated. The royalty so payable on allocated production shall be in lieu of any other royalty that would accrue to Lessor from the production of oil, gas or condensate from any zone or portion of the leased premises included within the unit. Shut-in gas royalty, with respect to unit shut in gas wells, shall be payable in accordance with the provisions and in the amount set forth in this lease. In the event any unit well shall fail to produce oil, gas or condensate in paying quantities, or in the event the production from any such well shall cease, Lessee may terminate the unit by filing for record, in the county, or counties where the land is situated, a written declaration of such termination.

8 Use Of Oil, Gas And Water For Operations. Lessee shall have the free use of oil, gas and water from the leased premises, except water from Lessor's wells and tanks, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting the amount so used.

9 Removal Of Equipment. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed on the leased premises by Lessee, including the right to withdraw and remove all casing.

10 Assignment Or Change Of Ownership. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors, and assigns, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change or division in the ownership of the land, rentals or royalties, however accomplished, shall be binding upon Lessee for any purpose and shall not impair the effectiveness of any payment theretofore made by Lessee (irrespective of whether Lessee has either actual or constructive knowledge thereof) until sixty (60) days after such person acquiring any interest has furnished Lessee with the instrument or instruments, or certified copies thereof, constituting his chain of title from the original Lessor. In the event of an assignment of this lease as to a segregated portion of the land covered by this lease, the rentals payable hereunder shall be apportioned as between the several leasehold owners, ratably, according to the surface area of each, and a default in rental payment by one Lessee shall not affect the rights of other leasehold owners hereunder who make due payments of rentals. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge Lessee of all obligations hereunder.

11 Force Majeure. Lessee shall not be liable for any delays in its performance of any covenant or condition hereunder, express or implied, or for total or partial nonperformance thereof, due to force majeure. The term "force majeure", as used herein, shall mean any circumstance or any condition beyond the control of Lessee, including but not limited to acts of God and actions of the elements; acts of the public enemy; strikes; lockouts; accidents; laws, acts, rules, regulations and orders of federal, state or municipal governments, or officers or agents thereof; failure of transportation; or the exhaustion, unavailability, or delays in delivery, of any product, labor, service or material. If Lessee is required to cease drilling or reworking or producing operations on the leased premises by force majeure, then until such time as such force majeure is terminated and for a period of ninety (90) days after such termination, each and every provision of this lease that might operate to terminate it shall be suspended and this lease shall continue in full force and effect during such suspension period. If any period of suspension occurs during the primary term, the time thereof shall be added to such term.

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12. Lessor Interest Clause. If Lessor does not own, or have the right to lease, the entire mineral interest in the land described above, then the royalties, rentals, and any other sums payable hereunder, shall be reduced and payable only in the proportion that the interest covered by this lease bears to the entire mineral interest in the above described land If the mineral interest covered hereby is subject to an outstanding nonparticipating royalty, such royalty shall be deducted from the royalties payable to Lessor hereunder.

13. Warranty Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the Lessee shall have the right, at any time, to redeem for Lessor, by payment, any mortgage, taxes or other liens on the leased premises in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties that may be payable to Lessor hereunder

14. Surrender Lessee, its successors and assigns, shall have the right at any time, to surrender this lease, in whole or in part, by delivering or mailing a release to the Lessor or by placing a release of record in the county, or counties, in which the leased premises are situated, and thereupon, Lessee shall be relieved from all obligations, expressed or implied, of this lease as to the acreage so surrendered

15. Parties Bound This lease and all of the rights, obligations and conditions hereof shall be binding upon each party executing this instrument and his heirs, devisees, successors and assigns Should any party named above as Lessor fail to execute this lease, or should any party execute this lease who is not named above as a Lessor, it shall nevertheless be binding upon the party or parties executing the same

16. Headings For Convenience. The paragraph headings herein are for convenience only and shall not be considered or construed to limit the subject matter of any paragraph

IN WITNESS WHEREOF, this instrument is executed the day and year first above written.

Everett Dean
Gaddis Lindsey
Bill Loggins
David Loyd
Tommy Eatherton

THE STATE OF TEXAS
County of Upshur

Before me, the undersigned authority, on this day personally appeared Judge Everett Dean, Commissioner Gaddis Lindsey, Commissioner Bill Loggins, Commissioner David Loyd and Commissioner Tommy Eatherton known to me to be the identical persons whose name s are/is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 12 day of April, A. D. 19 90.

Mary Cox

NOTARY PUBLIC STATE OF TEXAS

Mary Cox
NOTARY PUBLIC
STATE OF TEXAS
Commission Expires 7-25-92

Notary Public in and for Upshur County, Texas

THE STATE OF TEXAS
County of _____

Before me, the undersigned authority, on this day personally appeared _____

known to me to be the identical person whose name are/is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed

Given under my hand and seal of office this the _____ day of _____, A. D. 19_____.

_____

Notary Public in and for _____ County, Texas

THE STATE OF TEXAS
County of _____

Before me, the undersigned authority, on this day personally appeared _____

known to me to be the identical person whose name are/is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, A. D. 19_____.

_____

Notary Public in and for _____ County, Texas

No. _____

OIL, GAS AND MINERAL LEASE

TEXAS

TO

Filed for Record this the _____ day of _____ A. D. 19_____ at _____ o'clock _____ M.

County Clerk.

By _____ Deputy.

Recorded _____ A. D. 19_____ in _____ County

Record of _____ Page _____

Book _____

County Clerk.

By _____ Deputy.

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UPSHUR COUNTY CHILD PROTECTION BOARD, INC.
P.O. BOX 1063
GILMER, TEXAS
75644

May 15, 1990

The Honorable Everett Dean
County Judge, Upshur County
P.O. Box 790
Gilmer, Tx. 75644

Re: Board Appointment

Judge Dean:

This is to advise that Board member Suzanne Bardwell from West Mountain has resigned from the Board and that a replacement is needed. This is an unexpired term of five months, with the full three year term to be 10/90-09/93.

We would appreciate the Commissioners' Court considering this matter as soon as possible and advising us of the appointment to this unexpired term.

Thank you.

Yours truly,

Brenda Brannon

Brenda Brannon
Secretary

BB:sj

March 28, 1990

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SHAW, REX A.
UPSHUR County
P. O. DRAWER 730, GILMER, TX 75644

Dear Fellow Clerk:

We would like to extend our warmest welcome to the 95th Annual Conference of the County and District Clerks Association. The conference will be held from June 18th through the 22nd, 1990, in Laredo.

Hotel reservations can be made at the following:

- La Posada Hotel (host hotel)
  1000 Zaragoza, P.O. Box 695, Laredo, TX 78042-0695
  1-800-292-5659

- Howard Johnson Plaza Hotel
  One South Main Ave., Laredo, TX 78040
  (512) 722-2411

- Holiday Inn - Civic Center
  800 Garden Street, Laredo, TX 78040
  (512) 727-5800

Our intention is to make this a casual wear conference; with the exception of the banquet which will be a semi-formal event.

Included with this letter are pre-registration forms, airline schedules, and a map.

We look forward to seeing you here in June !

Sincerely,

Manuel Gutierrez
Webb County District Clerk

Henry Flores
Webb County County Clerk

May 22, 1990

To: Upshur County Commissioners Court
From: Rex Shaw & Horace Ray

We are asking for approval to attend the 95th Annual Conference on the dates listed above.

Thanks,

Rex A. Shaw/Upshur County Clerk

Date: 5-25-90

COMMISSIONER COURT
ATTENDENCE SHEET

Name	City of Residence
Vernon Vick	Gilmer
Tommy Bledsoe	L.S.S.
Gerald Johnson	Gilmer
Phillip Williams	Longview News
Gaston DeBerry	Ore City
Murray Gordon	Gilmer
Buck Crow	Gilmer
Tommy Stanley	Ore City
Doddie Snow	Big Sandy
Lola Peahorn	Gilmer

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James R. Brown	Director
Robert G. Patterson	Bettie
Bill O Thompson	Director Trustee
Frank Todd	Harmony
Joe Berry	Harmony
Craig Lambert	Harmony VFD

FILED
REX A. SHAW
COUNTY CLERK