

On this the 7th day of Dec, 1925, the honorable Commissioners Court convened in special session, with all members thereof presents, to-wit:

W. H. Davidson, Co., Judge	H. T. Foely, Commr. Prec. # 3
C. W. Fuller, Commr. Prec. # 1	R. C. Travis, " " " 4
W. J. McDaniel, " " " 2	J. H. Eber, Clerk

Ordered by the Court to reduce the license on Sabinetown Ferry from \$6.50 to \$2.50.

Ordered by the Court to pay Neal & Revease for work on Iron Bridge on Patroon creek.

THE STATE OF TEXAS.

COUNTY OF SABINE

KNOW ALL MEN BY THESE PRESENTS: Whereas, upon application of the Commissioners Court of Sabine County, Texas for additional financial aid, to that all ready promised and furnished, to be used in the finishing and graveling of Three (3) miles of State Highway No. 8, and known and designated as Job No. 202, E. State Aid Project No. 442, B. Federal Aid Project No. 327, B. made to The State Highway Commission of Texas, of date Sept. 22, A.D. 1925, and whereas the State Highway Commission in response to said application, has contracted and agreed with the Commissioners Court of Sabine County, Texas, to grant to the County for the use of and to pay for the graveling of 3 miles of Highway No. 8, the amount of \$14,000.00 Dollars, same payable by the State Highway Commission of Texas to Sabine County on March 1, A.D. 1926, for the use of graveling and hard surfacing the 3 miles of Highway No. 8, as aforesaid, as per project agreement designated and numbered as follows:

Same being State High-way project Job 202, E. State aid project No. 442, B. Federal Aid Project No. 327, B. to be applied on state High-way No. 8, Sabine County, Texas, and whereas, Sabine County, is desirous of having the said 3 miles of said High-way, graveled or hard surfaced, on the aforesaid High-way No. 8, before the \$14,000.00 dollars is available for payment to it, and not having the funds available at hand to do the work with, and for the expense for said work at this time, and whereas, the People State Bank of Bronson, Texas, has the funds and does hereby agree to furnish and loan to Sabine County, the sum of \$4000.00 dollars, upon the following agreement and terms to-wit: same to be used by said County of Sabine to defray the expense and costs of graveling and hard surfacing of the aforesaid 3 miles of High-way No. 8, as aforesaid.

And the County of Sabine acting by and through its duly organized and qualified Commissioners Court, to be hereinafter known as party of First Part, and The Peoples State Bank of Bronson, Texas, to be hereinafter known as party of 2nd Part, witnesseth

That Whereas, party of first part agrees to issue county script upon monthly estimates made by the County Engineer and approved by the Division Engineer of State High-ways, of District No. 11, in the sum of \$4,000.00, dollars, the same not to exceed the amount of the monthly estimates, and in the total amount of all of the aggregate estimates, not to exceed the amount of the loan to be obtained from party of 2nd Part, the same to be issued to George and Kerr, Road Contractors, of State Highway No. 8.

and other proper parties of said Project, payable to their order, and whereas, as a further consideration to the party of the 2nd, part, the party of the first part agrees and contracts to pay to the party of the 2nd, part The Peoples State Bank of Bronson, Texas, for the use of said money, interest at the rate of 8% per cent per annum, on said sum so advanced to it by party of the 2nd part and the party of the first part agrees to pay back the loan so advanced it, with the accumulated interest on same, on or about March, 1, A.D. 1926.

This contract and agreement on the part of the party of the first part, however, is made, upon the contract and promises of the State high-way commission to reimburse said party of the first part, herein, on March 1, A.D. 1926, and the repayment of this Loan from the party of the 2nd, part to the party of the first part, is dependent, absolutely and solely upon the express conditions as to whether or not the State Highway Commission carries out their contract, with party of the first part, and this contract is made and entered into by the party of the first part, in response to and solely upon the strength of and by virtue of the contract made and entered into by the State Highway Commission of Texas, with Sabine County, of date Sept. 22, A.D. 1925, wherein the proposal of Sabine County to issue warrants to the extent of \$14,000.00, dollars to be used for the expense of and on graveling and hard surfacing road on high-way No. 8, for a distance of 3 miles, was accepted by the highway Commission at their meeting on Sept. 22, 1925; whereupon the State Highway commission agreed to reimburse Sabine County on March 1, A.D. 1926, and for and in consideration of the promise of the party of the first part, based upon said contract of the State highway commission as aforesaid, and in contemplation of said contract and agreement, the party of the 2nd, part hereby agrees to Loan, and does hereby Loan to Party of the First Part the sum of \$4,000.00.

In testimony of which we hereunto sign this contract in duplicate this the 14, day of November, A.D. 1925.

Sabine County, by its duly authorized and qualified acting County Judge & Commissioners Court of said County, Party of the First Part.

W.H.Davidson, County Judge Sabine County, Texas.

Attest:

J.H.Ener, Clerk County Court Sabine County, Texas.

Commissioner Beat Number 1.

Commissioner Beat Number 2.

J.T.Foely, Commissioner Beat Number 3.

R.C.Travis, Commissioner Beat Number 4.

Peoples State Bank

By T. H. Jordan, its president.

Party of Second Part.

ATTEST:

W.V.Whitfield, Cashier.

CONTRACT

This agreement made and entered into this the 12th day of Nov. 1925, by and between Southern Steel Company, of San Antonio, Texas, (hereinafter designated as first party) and Sabine County Texas, Hemphill, Texas, (hereinafter designated as second party) Witnesseth;

That for the consideration hereinafter named and agreed to be paid to first party by second party first party hereby agrees to furnish, deliver and erect complete one (1)

Standard stairway type fire escape for the North side of the Sabine County Court House Building at Hemphill, Texas, all in full compliance with the Fire Escape Law of the State

of Texas, and the Specifications which are a part thereof and upon completion furnish written official approval of the said fire escape by the authorized representatives of the State Fire Marshall and as hereinafter mentioned.

The fire escape above mentioned will provide egress from the third story window directly behind the jury box and will provide egress from this point to and connected with the present concrete stairway leading from second floor to grade; all as provided for in the Fire Escape Law above mentioned.

All materials furnished will be painted two coats of good metallic paint, color maroon, one coat applied at factory and one after erection is complete.

The walls will be neatly repaired and patched where necessary anchor bolts are put through and will be matched as near as practicable.

Everything to be done in a thorough and workmanlike manner, complete in every way, and up to the true and intent and meaning of the Fire Escape Law.

First party further agrees to, and does carry Workmens' Compensation, amounts unlimited, in compliance with Texas Statutes, and in addition Public Liability Insurance in the name and in behalf of both first and second parties, with limits of \$50,000.00 for one person and \$150,000.00 for each accident.

First party further agrees to begin work, above mentioned, within a reasonable time after the date hereof, and have same completed, as above specified, on or before the 1st day of Jan. 1926,

Provided, however that in the event of delay in commencement or final completion caused by strike, riot, war, or any unforeseen difficulty or condition beyond the control of first party, including difficulty or delay in procuring or transporting suitable labor material or equipment therefor such further time shall be allowed for the commencement and final completion as was lost thereby.

In the event that the building or buildings upon or into which these improvements are to go should be damaged by fire, tornado, or earthquake, or should anything develop to prevent first party from completing contract as to erecting then second party will accept the improvements without erecting and pay for same the contract price less the estimated value of labor and material that would have been required to complete.

IN CONSIDERATION of the foregoing agreements by first party, second party hereby agree to pay to first party, or order, at San Antonio, Texas, in cash, the sum of Three Hundred Ninety-five and no/100 dollars (\$395.00) as follows, upon final completion as set forth above. In event that default is made in any of the payments on this contract when due such default will at the option of the first party, mature all unpaid installment becoming due hereunder and such unpaid installments shall bear interest at the rate of ten per cent (10%) per annum until paid and if this contract is placed in the hands of an attorney for collection of the unpaid amounts hereon or if collected through bankruptcy or probate court or a receivership then an additional amount of ten per cent (10%) on the total amount of this contract shall be added to the same as collection fees.

The foregoing contains all the understanding and agreements had between the parties hereto in relation to the furnishing of said improvements and payment therefor, and neither party will be held to the performance of any understanding or agreements not herein expressed.

In testimony whereof, the aforesaid parties hereto have caused duplicate copies hereof to be signed by the duly authorized representatives of the said principals, on the date first herein written.

Southern Steel Company (1st Party)

By Hull Youngblood

J. H. Ener, Clark Co. Court.

Sabine County Texas (2nd Party)

By W.H. Davidson, County Judge.

Judge