

The Honorable Commissioner's Court of Sabine County, Texas, met in regular session in its regular meeting place in Hemphill, Texas, on February 8, 1960, with the following members of the Court present, to-wit: O. A. Beauchamp, County Judge, H. W. Wright, Commr. Prec. #1, W. T. Love, Commr. Prec. #2, Paul Lout, Commr. Prec. #3 and Kyle D. Walker, Clerk of the Court.

Accounts were allowed as are shown by the "Minutes of Accounts Allowed".

LEASE AGREEMENT

between SABINE COUNTY, Texas, Lessee and
Bill Werd Machinery Company, Lessor.

Assigned to LeTourneau-
Westinghouse Company
2301 Adams Street
Peoria, Illinois

Assignment of Lease

Date: February 5, 1960
City: Longview

For value received the undersigned does hereby sell, assign, and transfer unto LeTourneau-Westinghouse Company (with recourse) ^{HBW} the annexed lease dated April 13, 1959, made by the undersigned to Sabine County, Hemphill, Texas of Model 440 Motor Grader Machinery, Serial No.(s) 44-GM-3070 and all property therein described, all moneys due and to become due thereunder and the proceeds of any policy or policies of insurance required by said lease and all of the right, title and interest of the undersigned in and to said lease, property and moneys due or to become due thereunder and in and to the proceeds of any policy or policies of insurance required by said lease and in consideration of the acceptance of this assignment by LeTourneau-Westinghouse Company ^{HBW} and as a part of the same transaction the undersigned hereby Guarantees the payment of all moneys due, or to become due thereunder, and that the Lessee will perform each and every term, covenant and condition of said lease, at the time and in the manner therein specified, and the undersigned does hereby agree that in the event of default by the aforesaid Lessee in the performance of any of said covenants and agreement, including said payments of rental as they shall fall due, that immediately upon any such default, without further notice, the undersigned will pay to LeTourneau-Westinghouse Company ^{HBW} said money so in default or perform said covenants and conditions so in default.

The Undersigned warrants to LeTourneau-Westinghouse Company : ^{HBW}

(1) the title to the property described in said lease; (2) that said lease is a valid and original lease; (3) that the Lessee in said lease has capacity to contract and that the signatures thereto are the genuine signatures of the parties whose signatures they purport to be; (4) that the unpaid balance of the rent specified in said lease is \$13,250.00 plus 6% (six per cent) interest from date of lease. as appears from the face thereof; (5) that the Lessee named in said lease (or his assignee) is not in default and has made all payments and has done and performed all acts and things on his part required to be done, paid or performed by the terms of said lease to the date of this assignment; (6) that any insurance required by said lease has been effected and is now in full force and effect.

The liability of the undersigned shall not be affected by any indulgence, compromise, settlement, extension of credit, or variation of terms effected by the Lessee or any person interested. Notice of acceptance of this guaranty, notices of non-payment and non-performance, notices of amount of indebtedness outstanding at any time, protests, demands and prosecution of collection, and possessory remedies, and the right to remove any action from the Court originally acquiring jurisdiction are hereby expressly waived by the undersigned.

Bill Ward Machinery Company (L.S)
(Lessor's Signature)
By: H. B. Ward
Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this 8th day of February, 1960, and agrees to make all payments due under said lease to LeTourneau-Westinghouse Company at 2301 Adams Street, Peoria, Illinois.

Sabine County, Texas. (L.S)
(Lessee's Signature)
By: O. A. Beauchamp
(Signature of Authorized Officer)
County Judge.

There being no further business Court adjourned.

Attest: Kyle D. Walker
Clerk of the Court.

County Judge
H. W. Wright
Commissioner Precinct #1
J. T. Love
Commissioner Precinct #2
P. A. Love
Commissioner Precinct #3