



COUNTY BAIL BOND BOARD

c/o County Treasurer
125 N. Prairieville, Room 204
Athens, Texas 75751
Phone: (903)675-6119 Fax: (903)677.7297

Jean Godwin, District Clerk
Gwen Moffeit, County Clerk
Ann Marie Lee, District Court Representative
Chairperson, Michael Bynum, County Treasurer
_____ , Bail Bond Companies' Representative
Judge Richard Sanders, Commissioners' Court Representative

Judge Nancy Perryman, CC L #2
R. Scott McKee, District Attorney
Judge Dale Blaylock, JP 2
John Youngblood, Attorney Representative
Ray Nutt , Sheriff
Vice-Chair, Steve Green, Municipal Judge

COUNTY BAIL BOND BOARD
SECURITY AGREEMENT

1. This is a pledge/security agreement between the County Bail Bond Board (“the Board”) and _____, hereinafter “Licensed Bail Bond Surety,” entered into on this date.
2. In consideration of the Board granting a bail bond license as provided in the Texas Occupation Code § 1704, Licensed Bail Bond Surety hereby grants the Board a security interest in that certain certificate of deposit (“CD”) representing funds at _____ [”the Bank”] numbered _____ and dated _____ and in the face amount of _____. The CD represents the security required by the Texas Occupation Code for a bail bond license.
3. The Bank hereby acknowledges and accepts this Security Agreement and the purpose of securing a bail bond license as prescribed by Texas law. The Board’s claim on this CD is superior to any claim the Bank may have.
4. The original certificate of deposit shall be tendered to the Henderson County Treasurer or her successors, assigns, or designees as provided by the Texas Occupation Code. The Henderson County Treasurer acts on behalf of the Board for the purposes and use of the CD.
5. Licensed Bail Bond Surety shall pay a final judgment on a forfeiture of a bail bond executed by Licensed Bail Bond Surety not later than the 31st day after the date of the final judgment unless a timely motion for a new trial or a notice of appeal has been filed according to Texas Occupation Code §1704.204. If Licensed Bail Bond Surety fails to pay a final judgment

as required, the Treasurer shall pay the judgment from the funds of the CD without further notice to Licensed Bail Bond Surety from the Board. The Henderson County Treasurer may redeem the CD for unpaid judgments.

6. It is agreed that this is a continuing agreement and that the provisions of this agreement apply to all future bail bond transactions between the Board and Licensed Bail Bond Surety.

7. Texas law shall apply to this security agreement.

8. This agreement inures to the benefit of the parties herein, their representative, heirs, executors, administrators, legal representatives, successors, and assigns.

9. In the event any one or more of the provisions contained in this agreement is for any reason held to be invalid, illegal or unenforceable, all other provisions remain valid, binding, and effective as if the invalid, illegal, or unenforceable provisions had not been included.

10. This agreement constitutes the sole agreement of the parties and supercedes any prior understanding or written or oral agreements regarding this security. This agreement is subject to the Texas Occupation Code and its provisions

EXECUTED this ____ day of _____, 20__.

Authorized Agent for

Authorized Agent for

[COMPANY]

[BANK]

SURETY'S ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF _____§

On this day, personally appeared before me, the undersigned notary public, _____ who is the duly authorized Representative of the Surety. I administered an oath to him, upon his oath, he said he read the foregoing Security Agreement and acknowledged that he had the authority to enter into such Security Agreement and further acknowledged that it was executed for the purposes stated within such Security Agreement.

SWORN TO, and SUBSCRIBED before me by _____, on the ____ day of _____, 20__.

Notary Public in and for the

State of Texas

BANK'S ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF _____§

On this day, personally appeared before me, the undersigned notary public, _____ who is the duly authorized Representative of the Bank. I administered an oath to him, upon his oath, he said he read the foregoing Security Agreement and acknowledged that he had the authority to enter into such Security Agreement and further acknowledged that it was executed for the purposes stated within such Security Agreement.

SWORN TO, and SUBSCRIBED before me by _____, on the _____ day of _____, 20__.

Notary Public in and for the
State of Texas

ACCEPTED:

Chair, Michael Bynum
Henderson County Bail Bond Board

Styling of Certificate of Deposit

With Insurance/Surety:

HENDERSON COUNTY TREASURER FBO {INSURANCE COMPANY NAME}, AGENT {AGENT NAME}, DBA {BAIL BOND COMPANY NAME}

Without Insurance/Surety:

HENDERSON COUNTY TREASURER FBO, AGENT {AGENT NAME}, DBA {BAIL BOND COMPANY NAME}

Instructions: Certificate of Deposit shall be styled as indicated above. Bank shall complete the Security Agreement and have all appropriate locations signed and notarized. The original Security Agreement and Certificate of Deposit should be submitted to the Henderson County Treasurer, 125 N. Prairieville, Room 204, Athens, Texas 75751. For additional information please contact the Henderson County Treasurer at (903)675-6119.