

ASSIGNMENT OF CERTIFICATE OF DEPOSIT BY BONDING ENTITY

(To be executed in triplicate: To County, Bank and Bonding Entity)

DATE: _____
NAME OF ASSIGNOR: (Surety) _____
DOING BUSINESS AS: _____
LICENSE # WITH EL PASO COUNTY: _____
CERTIFICATE OF DEPOSIT # _____ PAYABLE TO: El Paso County for the benefit of:
(Surety) _____
IN THE AMOUNT OF \$ _____ DATED: The _____ day _____ of, 200 _____.
ISSUING BANK: NAME, ADDRESS and PHONE# _____
_____, El Paso, TX 799 _____. Tel: _____

For value received, I/we hereby assign the above described Certificate of Deposit (C. D.), or time deposit herein referred to as C.D., to El Paso County, Texas, for the express purpose of securing payment of any and all judgments growing out of the forfeiture of bail bonds executed by me/us on the above account. I/we hereby acknowledge that the C.D. is to be held in the possession of El Paso County, Texas until such time as all liabilities from any and all bond activity by assignor on my/our account have been satisfied and released by the El Paso County Bail Bond Board.

I/we understand and agree that in the event of a bond forfeiture, thirty-one (31) days after final judgment on such forfeiture, if such judgment is not otherwise satisfied, the C.D. shall be cashed by El Paso County, Texas without further execution or notice. The financial institution shall pay the funds to El Paso County on demand and shall be held harmless and shall be indemnified by Surety for any damages arising out of paying the funds to El Paso County. Any funds received by El Paso County in excess of the amount required to be paid on such forfeitures shall continue to be the property of Assignor to be paid or credited to assignor, subject to this lien. I/we understand that interest on the CD is payable to me/us until forfeited.

I/we warrant and represent that I/we lawfully own the said C.D. and that I/we have the legal right and power to make this assignment. We agree that any legal action concerning the C.D. shall be had in El Paso, Texas and all parties consent to jurisdiction and venue in El Paso County, Texas.

Assignor agrees not to encumber this certificate of deposit in any way. This assignment is valid as to all renewals of the instrument. If the C.D. is not renewed, the face amount of the C.D. will continue to be subject to the County's lien and the money may not be removed from the bank without written approval of the County. In addition, the Bank will immediately notify the County of the non-renewal. Assignor also agrees that it waives any privacy objections and that bank shall give all information requested by El Paso County about the Certificate in the future.

Dated this day _____ of _____, 200 ____.

Assignor / Surety

STATE OF TEXAS
COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person(s) whose name subscribed to the-foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and that he/she has the authority to sign for the Surety.

Given under my hand and seal of office this day ____ of _____ day of, 200 ____.

Affix Notarial Seal

Notary Public, State of Texas
My Commission Expires: _____

BANK'S RECEIPT FOR NOTICE OF ASSIGNMENT

Receipt is hereby acknowledged to El Paso County, Texas, of written notice of the assignment to said County of the certificate of deposit/time deposit no. _____ . We have noted in our records the El Paso County Treasurer's interest in the certificate of deposit/time deposit as shown by this assignment and have retained a copy of this assignment. We certify that we have received no notice of any lien, encumbrance, hold, claim or obligation of the referenced certificate of deposit/time deposit prior to the assignment to the El Paso County. We agree to make payment of the full amount of the certificate of deposit/time deposit by mail upon request by the El Paso County, Texas to the Treasurer of El Paso County, pursuant to the Texas Occupations Code Chapter 1704. We agree that this certificate of deposit/time deposit and the renewals thereof are excluded from any claim or offset or other claim arising from any debt owed to the Bank by the Assignor. This lien on the certificate of deposit /time deposit is valid until released in writing by the El Paso County Bail Bond Board. If the C.D is not renewed, the face amount of the C.D. will continue to be subject to the County's lien and the money may not be removed from the bank without written approval of the County. The Bank will not alter the original structure of the certificate of deposit /time deposit nor add an addendum to the deposit agreement without the written consent of the El Paso County Bail Bond Board.

The Bank agrees to forward evidence of all renewals on demand and if there is any changes of identifying number send the new instrument or receipt to the Treasurer of El Paso Texas. The Bank also agrees to notify the El Paso County Treasurer of any change in name, number or other change to the certificate in the future including any change of bank name.

The Bank agrees that any litigation involving this certificate of deposit/time deposit will be governed by the laws of the State of Texas and will have as venue El Paso County, Texas.

Dated this _____ day _____ of ,200____.

Bank Name and Address

BY: _____
(Name and Title of Officer)

BY: _____
(Name and Title of Officer or Witness)

STATE OF TEXAS

COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared _____ and _____ known to me to be the person(s) whose name subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and that he/she has the authority to sign for the Bank or financial institution.

Given under my hand and seal of office this day _____ of _____ day of ,200____.

Affix Notarial Seal

Notary Public, State of Texas
My Commission Expires: _____