

DEPOSIT IN LIEU OF SURETY BOND
UNDER
MISSISSIPPI PAWNSHOP ACT
STATE OF MISSISSIPPI

THIS CONTRACT AND AGREEMENT is entered into **in triplicate**
this _____ day of _____, 20_____.

between

(Applicant)

and

(Commissioner of the Department of Banking and Consumer Finance)
State of Mississippi

Applicant, hereinafter referred to as "First Party", is organized under the laws of the State of _____, and the Commissioner of the Department of Banking and Consumer Finance of the State of Mississippi is hereinafter referred to as "Second Party".

WITNESSETH:

WHEREAS, the First Party is subject to the laws regulating a pawnshop business, which law is entitled the "Mississippi Pawnshop Act", Section 75-67-301 et. seq., of the Mississippi Code of 1972, as amended, hereinafter referred to as "Law"; and

WHEREAS, said Law provides for the deposit, in lieu of a surety bond, of cash, a certificate of deposit, or government bonds in the amount of Ten Thousand dollars (\$10,000.00); and

WHEREAS, the Second Party shall provide for custody of such bonds or obligations or certificates of deposit or cash, hereinafter referred to as "Securities", by a qualified trust company or bank located in the State of Mississippi or by any Federal Reserve Bank, the compensation, if any, of the custodian to be paid by the First Party; and

(over)

WHEREAS, the Second Party has designated _____ as
Custodian hereunder,

NOW, THEREFORE, in consideration of the premises, the First Party deposits with
_____ the following Securities:

(a) Cash - \$10,000.00;

or

(b) Safekeeping Receipt Number _____ for Certificate of Deposit Number
_____, dated _____ for \$_____,
for _____ months, maturing _____ issued by
_____.

(Financial Institution)

or

(c) Safekeeping Receipt Number _____ for
_____.

(Description)

bonds having a total face value of \$_____ maturing
_____.

It is further agreed between the parties hereto that:

1. Subject to the provisions herein contained, these Securities are deposited for the use and benefit of any person or persons who may have a cause of action against the First Party, the licensee, for failure to comply with any provisions of Section 75-67-301 et. seq., of the Mississippi Code of 1972, as amended.
2. The Securities deposited may be exchanged from time to time for other Securities that qualify under the provisions of the Mississippi Pawnshop Act provided that the aggregate amount of all Securities deposited herewith, based upon market value, is at least Ten Thousand Dollars (\$10,000.00), such change to be approved by the Second Party.
3. All interest or dividends on all Securities deposited shall be payable to or in accordance with the instructions of the First Party, unless and until the Second Party gives contrary notice to the custodian, which notice shall be in writing and supported by a certified copy of an order of a court of competent jurisdiction which order by its terms prohibits receipt by said First Party of such interest or dividends.
4. All the Securities deposited under the terms of this agreement shall be under the exclusive control of the Second Party except that the Second Party shall have the right from time to time to order the custodian to sell or otherwise dispose of any Securities and to convert the same into cash and to pay and deliver any Securities and cash to said Second Party, all such instructions, however, from the Second Party to be in writing and supported by a certified copy of an order of a court of competent jurisdiction.

5. If the First Party shall well and truly operate its business in conformity with, and shall abide by, the laws of this State regulating a pawnshop business, and all other applicable statutes of the State of Mississippi, and shall faithfully perform the duties and obligations pertaining to the business so licensed and the prompt payment of any judgment which may be recovered against the First Party on account of charges or other claims arising directly or collectively from any violation of the provisions of the Mississippi Pawnshop Act, and shall pay and discharge any and all indebtedness for which the First Party may become liable under the provisions of the Mississippi Pawnshop Act and any other applicable laws, statutes, or ordinances of the State of Mississippi, or of any county, municipality or other political subdivision thereof, then the Second Party shall have no further right in or claim to the Securities deposited.
6. This Agreement is executed in triplicate one copy to be kept by each of the parties hereto and one copy to be kept by the custodian.

Signed, sealed and delivered in triplicate, this the _____ day of _____, 20_____.

By _____
(Applicant)

By _____
Commissioner
Department of Banking and Consumer Finance
State of Mississippi

_____, Custodian, hereby acknowledges receipt of the Securities described in the foregoing Agreement and covenants and agrees that the same will be held by it for the purposes and subject to the terms and conditions of said Agreement, but reserves the right to resign as custodian by giving thirty (30) days written notice to the signers of this Agreement.

By _____

Title

Date: _____