

RESOLUTION NO. 1979-12 CONTINUED:

8. The Escrow Agent agrees to exercise due care in the safekeeping and delivery of said securities and/or sale and payment of the proceeds thereof as herein provided.

9/ This Agreement and receipt shall be binding upon the successor and assigns of the respective parties.

SIGNED AND SEALED THIS 14th day of December, 1978 BY: W. Beal

/S/ Charles T. Butts, Co. Judge  
Depositor

/S/ Wilton Beal V. P.  
First American National Bank - Escrow Agent

RESOLUTION NO. 1979-13:

RESOLUTION TO ADOPT A CONTRACT WITH A BANK  
FOR THE DEPOSIT OF COUNTY FUNDS

WHEREAS, Section 5-810, Tennessee Code Annotated, authorizes a county to appoint a committee and to contract with a bank or banks for the keeping of county funds;

WHEREAS, pursuant to this code section, the Weakley County Board of County Commissioners did appoint by Resolution the appropriate committee;

WHEREAS, the committee, has solicited bids from banks for the keeping of county moneys;

WHEREAS, the committee has negotiated a contract with Dukedom Bank for the keeping of the county's money and has presented said contract to this legislative body for its adoption;

NOW, THEREFORE, BE IT RESOLVED by the Weakley County Board of County Commissioners that the agreement negotiated by the committee for Weakley County with Dukedom Bank is hereby adopted and ratified; and,

BE IT FURTHER RESOLVED, that the agreement be placed into the minutes of this body by the clerk; and,

BE IT FURTHER RESOLVED, that all resolutions in conflict herewith be and the same are hereby repealed insofar as such conflict exists and this resolution shall become effective immediately upon its passage.

Duly passed and approved this 8th day of January, 1979.

Attested:

/S/ James T. Omer  
County Clerk

/S/ Charles T. Butts  
County Judge

THIS AGREEMENT, by and between Weakley County of Tennessee (hereinafter called Depositor) Dukedom Bank (hereinafter called Bank) and First Tennessee National, Memphis, TN (hereinafter called Escrow Agent)

W I T N E S S E T H :

WHEREAS, Section 5-810, Tennessee Code Annotated authorized counties to contract with a bank or banks for the deposit of county funds;

WHEREAS, pursuant to Section 5-810, Tennessee Code Annotated, the Depositor county must require any bank that becomes a depository of County funds to deposit in an escrow account in a second bank for the benefit of the county, as collateral security for such county funds, bonds of the United States or any of its agencies, or obligations guaranteed by the United States or any of its agencies, the payments of which are insured by it and which are fully guaranteed both as to principal and interest by the United States; bonds of this state, bonds of other states with at least an "A" rating including any revenue bond issued by any agency of the state of Tennessee, specifically including institutions under the control of the state board of education, the board of trustees of the University of Tennessee, and bonds issued in the name of the state school bond authority; bonds of any county or municipal corporation of this state, including bonds payable from revenues (expressly excluding bonds of any road, levee or drainage district) upon which said municipal or county bonds there has been no default in the payment of interest more than thirty (30) days upon any one (1) installment of interest, for the five (5) years next preceding the deposit of such county or municipal bonds; and loans to students guaranteed one hundred percent (100%) by the Tennessee educational loan corporation, during the dormant period of such loan or any bonds issued under the provisions of chapters 17 and 28 of title 6, that are rated "A" or higher by any nationally recognized rating services.

WHEREAS, the Bank has been designated as a Depositor for funds and monies belonging to Weakley County, Tennessee, for which the Depositor may be accountable, and,

WHEREAS, the Bank desires to secure the Depositor, his heirs, administrators, successors and assigns, against any loss that may be caused by the failure of the Bank to pay on demand all monies deposited with it for the account of the Depositor, together with interest at the rate agreed upon, and for the express purpose of so securing the Depositor the Bank desires to pledge with the Escrow Agent these securities set out below to be held and safely kept in the custody of the Escrow Agent as security to protect, in the contingencies hereinafter mentioned, the Depositor from and against any loss arising from the default of the Bank as hereinafter set forth:

NOW, THEREFORE, in consideration of the Premises it is mutually agreed by and between the respective parties hereto as follows:

1. The escrow Agent hereby acknowledges receipt from the Bank of the securities described below which are of the type and of the amount (10%) in excess of the deposit secured thereby) required by Section 5-810, Tennessee Code Annotated, to be safely and securely kept by it for the purpose above stated and subject to the terms of this instrument:

LIST OF SECURITIES

As of 1-4-79 total securities in U. S. Bonds and U. S. Gov't Agencies of the Dukedom Bank are 1, 645,267.50. Since Weakley Co. does not have any time deposits at this bank at this time; the Dukedom Bank will not list their Bonds because they are subject to maturity at different intervals. But at the time the Weakley Co. Court chooses to deposit funds, the Dukedom Bank will gladly furnish any information requested and pledge the security required at that time.

\*At the present time the Weakley Co. Trustee has a balance of under \$3,500.00 in a checking account at the Dukedom Bank. This checking account is the same as the small checking account the State has and the Dukedom Bank is not required to pledge security for the checking accounts. The Dukedom Bank does have security pledged to the State of Tennessee but only for the time deposit with us at this time.

2. Said securities, while they so remain in the custody of the Escrow Agent, shall be held and considered as security for the prompt payment of any loss, costs, expense or damage which may arise by reason of default on the part of the Bank caused by its failure to pay on demand monies deposited; the said securities, or the proceeds thereof, are hereby made available for the payment of any such loss, costs, expense or damages in the manner provided in the next succeeding paragraph 3.

3. If, as and when the Bank shall be in default as above mentioned, the Depositor shall notify the Escrow Agent thereof, in writing, stating the amount of such default, the Escrow Agent shall immediately upon receipt of such notice sell at public or private sale, in its discretion, in its discretion, said securities and payment of the proceeds of such sale shall be made to the Depositor to the extent of his interest, but such sale shall be without recourse as to the Depositor. The Escrow Agent shall exercise due and reasonable diligence to obtain the best market price for any such securities so sold.

4. It is agreed that, with the written consent of the Depositor other securities may be substituted for the securities set forth above and deposited with the Escrow Agent and such substituted securities shall be subject to the terms of this Agreement.

5. It is further agree, in the event of depreciation in the market value of the securities so deposited, or in the event that the monies deposited in the Bank by the said Depositor be in an amount in excess of the value of the securities so deposited plus ten percent (10%), the Bank will pledge additional securities or cash with the Escrow Agent so that the total value of such securities and cash shall at all times be not less than the value of the deposit secured thereby plus ten percent (10%). Upon failure of the Bank so to pledge additional securities or cash acceptable to the Depositor, the Escrow Agent shall, upon receiving ten days' written demand from the Depositor, sell such securities, either at private or public sale, in the discretion of the Escrow Agent, and hold the proceeds thereof as security for the protection of the Depositor.

6. The Bank shall be entitled to receive all interest, dividends and similar income derived from the securities while the same are pledged unless and until there is a default on the part of the Bank as aforesaid.

7. In the Event that no default as above mentioned shall occur in the payment by the Bank upon demand as aforesaid, and/or when all monies shall have been withdrawn from the said account, the securities pledged hereunder, or such part thereof as may remain in the hands of the Escrow Agent, shall be returned to the Bank, but only upon the written consent of the Depositor.

8. The Escrow Agent agrees to exercise due care in the safekeeping and delivery of said securities and/or sale and payment of the proceeds thereof as herein provided.

9. This Agreement and receipt shall be binding upon the successor and assigns of the respective parties.

SIGNED AND SEALED this 5th day of January, 1979 BY:

/s/ Charles T. Butts: SEAL  
COUNTY JUDGE

Dukedom Bank  
Bank

s/s Tom C. Dame  
Tom C. Dame

By: Ass't Vice Pres.

SEAL

Escrow Agent