

# PANOLA COUNTY SHERIFF'S OFFICE

Office: 903-693-0333  
Fax: 903-693-9366



314 W. Wellington  
Carthage, Texas 75633

## Sheriff Cutter Clinton

Date: \_\_\_\_\_

Borrower: \_\_\_\_\_

Borrower's Address: \_\_\_\_\_

Principal Amount: \$3,600.00

Term: 36 Months

Monthly Payments: Prorated according to the length of time served.  
{Each month of continuous eligible employment will equal 1 monthly monetary payment towards the principal amount of the total Agreement.}

### PROMISSORY AGREEMENT

I, NAME, hereby agree to remain as a Deputy Sheriff of the Panola County Sheriff's Office, Panola, Texas ("County"), for a period of three (3) years after the completion of the Police Academy, starting and ending on the following dates: DATES thru DATES.

I understand that in making this investment of County funds to further my education and training, the County has determined in good faith that the expenditure serves a public purpose and that my agreement to repay this investment, should I leave prior to the 3-year completion date, assures that this public purpose is carried out.

If I remain for the agreed-upon period, this Agreement is to be canceled and returned. In the event I do not remain for the agreed-upon period, I hereby agree and obligate myself to pay to the County the remaining pro-rated cost of my schooling. Upon my notice of departure, I agree to have the remaining balance of the pro-rated amount withheld from my final paycheck. If the remaining balance for the cost of schooling exceeds the amount of my final paycheck, then I agree to the terms below:

**PAYMENT TERMS.** The remaining pro-rated balance will be divided by the number of months remaining in the 36-month cycle. This amount will be due in monthly installments, with the first such payment due and payable 30 days following my final paycheck, and a like installment due and payable on the same day of each succeeding month thereafter until the

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remaining balance is paid in full. Failure by Borrower to remit any payment by the 15th day following the date that such payment is due, subjects the remaining balance to interest at the maximum amount of interest permitted by the Laws of the State of Texas.

**BORROWER'S PRE-PAYMENT RIGHT.** Borrower reserves the right to prepay this Agreement in whole or in part, prior to maturity, without penalty.

**PLACE FOR PAYMENT.** Borrower promises to pay to the order of Payee at the place for payment and according to the terms for payment, the principal amount plus interest at the rates stated above. All unpaid amounts shall be due by the final scheduled payment date.

**DEFAULT AND ACCELERATION CLAUSE.** If Borrower defaults in the payment of this Agreement or in the performance of any obligation, and the default continues after Payee gives Borrower notice of the default and the time within which it must be cured, as may be required by law or written agreement, then Payee may declare the unpaid principal balance and earned interest on this Agreement immediately due. Borrower and each surety, endorser, and guarantor waive all demands for payment, presentation for payment, notices of intentions to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest, to the extent permitted by law. Payee's forbearance in enforcing a right or remedy as set forth herein shall not be deemed a waiver of said right or remedy for a subsequent cause, breach, or default of the Borrower's obligations herein.

**FORM OF PAYMENT.** Any check, draft, Money Order, or other instrument given in payment of all or any portion hereof may be accepted by the holder and customarily handled in the collection, but the same shall not constitute payment hereunder or diminish any rights of the holder hereof except to the extent that actual cash proceeds of such instruments are unconditionally received by the payee and applied to this indebtedness in the manner elsewhere herein provided.

**ATTORNEY'S FEES.** If this Agreement is given to an attorney for collection or enforcement, or if a suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceedings, then Borrower shall pay Payee all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

**SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

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**BINDING EFFECT.** The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

**DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations under this Agreement.

**CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

**GOVERNING LAW.** This Agreement shall be governed, construed, and interpreted by, through, and under the Laws of the State of Texas. The borrower is responsible for all obligations represented by this Agreement.

EXECUTED this DATE day of MONTH, YEAR.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Printed or Typed Name

ATTEST:

\_\_\_\_\_  
Sheriff Cutter Clinton, Panola County

Sworn and subscribed before me Notary Public, \_\_\_\_\_ personally appeared \_\_\_\_\_ the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this day \_\_\_\_\_ of \_\_\_\_\_, 2023.

(Notary Seal)

\_\_\_\_\_  
Notary Public's Signature

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### INSTRUCTIONS:

ALL blanks on the form will be filled in at the time of the interview, before both employee AND interviewer sign this page.

1. One COPY of the fully executed document will be provided immediately to the employee, and another COPY will be placed in PCSO's employee file.
2. The ORIGINAL signed form will be sent to the Panola County Administrative Services.
3. Thirty-six (36) months after completion of Police Academy and Field training, the ORIGINAL Agreement will be satisfied and returned to the employee.

**If** the Employee does not complete the required 36 months of employment with the Panola County Sheriff's Office, Administrative Services will be notified.

1. Administrative Services will determine the amount due to be withheld from the final paycheck, and provide a copy of the Agreement to the Payroll Department.
2. If the amount due exceeds the amount of the final paycheck, the ORIGINAL Agreement will be filed with the Panola County Administrative Services along with the payment schedule for the amount owing.

Payments will be made to Panola County and submitted to the Payroll Department according to the terms of the Agreement.

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