

**LOST NOTE / DEED BOND
APPLICATION
Commercial Surety**

Bond Number: _____

Applicant	Social Security Number
Spouse	Phone Number(s)
Address	Applicant & Spouse Email Addresses
Occupation	
Own a Home? _____ Equity in Home \$ _____	

Note Information

Maker (Trustor) _____			
Beneficiary _____			
Amount _____	Date Made _____	Date Payable _____	Date Paid _____

Trust Deed Information

Trustee: _____			
Recorded in _____	County on _____	in Book _____	Page _____

Escrow Information

Escrow Company _____	File (Escrow) No. _____	Phone No. _____
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BOND INFORMATION (Note: Bond amount is determined by the Trustee, not the surety or escrow company.)

1. If note is paid, and evidence of payment is provided, premium is \$15.00 per \$1,000.00 of bond amount.	\$ _____	(bond amount) x 1.5% = \$ _____	(premium)
2. If note is unpaid, and no evidence of payment is provided, premium is \$30.00 per \$1,000.00 of bond amount.	\$ _____	(bond amount) x 3% = \$ _____	(premium)
3. If bond is to facilitate foreclosure, premium is \$30.00 per \$1,000 of bond amount.	\$ _____	(bond amount) x 3% = \$ _____	(premium)
Summarize the facts related to the loss of the note.			

Please provide the following additional items: 1. A copy of a recent Preliminary Title Report on the property, 2. A copy of the note if available, 3. If available, send copies of canceled checks, payment books, etc., that prove that payment was made.

FINANCIAL STATEMENT AS OF _____, _____

Cash in Bank _____	Bank Loan _____
Marketable Securities _____	Borrowed on Securities _____
Real Estate _____	Mortgage of Real Estate _____
Cash Value of Life Insurance _____	Other Liabilities _____
Other Assets _____	
Total _____	Total _____

INDEMNITY AGREEMENT - First year's premium is fully earned upon issuance of the bond.

The undersigned ("Applicant") and indemnitors request that the Surety herein applied to ("Surety") and its affiliates, subsidiaries, and reinsurers (hereinafter collectively referred to as the "Company") furnish the above bond and such other bonds that may be required by or on behalf of the Applicant. The undersigned certifies that all the information provided is true and agrees as follows:

1. In consideration of the Surety executing or guaranteeing any bond or bonds and for value received, Applicant hereby covenants, promises, and agrees to pay Surety an annual premium in advance each year during which liability under the bond shall continue in force until satisfactory evidence of termination of the Surety's liability is furnished to the Surety.
2. The Applicant and indemnitors, jointly and severally, agree to indemnify and keep indemnified the Company from and against any and all liability, costs, charges, suits, damages, attorney fees and expenses of whatever kind or nature which the Company may at any time sustain or incur, for or by reason, or in consequence of Company having become surety or executing such bond or bonds.
3. The Applicant agrees to waive notice of the execution of the bond, notice of any fact, knowledge or information affecting the Applicant's rights or liabilities under the bond that Surety may have or discover prior to or after the execution of the bond.
4. The Company shall have the right to examine the credit history, department of motor vehicle records, employment history, books and records of the undersigned or the assets covered by the bond, or the assets pledged as collateral for the bond.
5. The undersigned, upon written demand, shall deposit with Surety a sum of money requested by Surety to cover any claim, suit, expense, or judgment that Surety may in its absolute discretion determine is necessary and the deposit shall be pledged as collateral security on any such bond or other bonds the Surety may have issued for the undersigned. The undersigned hereby irrevocably appoints Surety as their attorney in fact to execute any documents necessary to perfect Surety's security interests in any collateral submitted to Surety.

"ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES."

Regardless of the date of signature, this indemnity is effective as of the date of execution and renewal of the aforementioned bond(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s).

Signature(s) of Applicant(s) for bond: _____

Date: _____

Applicant

Applicant

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CREDIT AUTHORIZATION:

Each Applicant or Indemnitor (i) authorizes Surety to obtain information from third parties, including personal credit reports, in connection with Surety's initial and on-going underwriting of any Bonds that Surety considers issuing for any Principal, and (ii) releases Surety from any and all liability relating to same.

NON-BINDING:

The signing of this Application does not bind the Surety to issue, or the Applicants/Indemnitors to purchase, any surety Bonds.

FRAUD NOTICES:

(Not State Specific; see Fraud Notices Applicable in Certain Specific States below): Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects that person to criminal and civil penalties.

APPLICABLE IN ALABAMA, ARKANSAS, ARIZONA, DISTRICT OF COLUMBIA, LOUISIANA, MARYLAND, RHODE ISLAND, & WEST VIRGINIA: Any person who knowingly (*or willfully in MD*) presents a false or fraudulent claim for payment of a loss or benefit or who knowingly (*or willfully in MD*) presents false information in an application for insurance is guilty of a crime and may be subject to restitution, or fines, or confinement in prison, or any combination thereof.

APPLICABLE IN COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN THE DISTRICT OF COLUMBIA: Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

APPLICABLE IN FLORIDA AND OKLAHOMA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (*in Florida, a felony of the third degree*).

APPLICABLE IN KANSAS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

APPLICABLE IN KENTUCKY & PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties.

APPLICABLE IN OREGON: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, may commit a fraudulent insurance act, which may be a crime, and which may subject such person to penalties.

APPLICABLE IN MAINE, TENNESSEE, VIRGINIA, & WASHINGTON: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.

APPLICABLE IN OHIO: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

APPLICABLE IN NEW YORK: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall be subject to a civil penalty not to exceed five thousand dollars (\$5,000) and the stated value of the claim for each such violation.