



## California Lost Trust Deed/Note Bond Application

<b>1. AGENT/BROKER INFORMATION</b>	Agent/Broker Name				Agent Phone # ( )	
Address			City		State	Zip Code
<b>2. BOND INFORMATION</b>	Type of Bond:		<input type="checkbox"/> Lost Trust Deed	<input type="checkbox"/> Lost Trust Deed Note	<input type="checkbox"/> Both	<input type="checkbox"/> In Lieu of Request For Reconveyance
To Whom is Bond Given (Obligee)						
Amount of Bond				Effective Date of Bond		
<b>3. UNDERWRITING INFORMATION</b>	Date of Note			Principal Amount \$		
Name of Maker (Trustor)						
Name of Payee (Beneficiary)						
Name of Trustee						
Attach Copy of Preliminary Title Report Recording Data: Deed of Trust Was filed as Instrument Number On _____,						
And Recorded In Book N. _____, Page _____ of Official Records of _____ County,						
<b>4. PERSONAL INFORMATION</b>	Individual's Name				Soc. Sec #	Date of Birth
Spouse's Name				Soc. Sec#		Date of Birth
Spouse's Employer			Employer Phone# ( )	Length of Employment		Monthly Income
Residence Address		City	State	Zip Code	Residence Phone ( )	How Long at Residence? Yrs./Mos.
Previous Residence Address		City	State	Zip Code	How long at Previous Residence? Yrs./Mos.	
<input type="checkbox"/> Own <input type="checkbox"/> Renting <input type="checkbox"/> Apt. <input type="checkbox"/> Buying <input type="checkbox"/> House	Monthly Payment \$	Residence Mortgage Holder	Purchase Date	Purchase Price \$	Curr. Mkt. Value \$	Loan Balance(s) \$
Ever Declared Bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No	Pending of Prior IRS Liens? <input type="checkbox"/> Yes <input type="checkbox"/> No	Any Lawsuits Pending Against You? <input type="checkbox"/> Yes <input type="checkbox"/> No		Ever Failed in Business? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Branch of Personal Bank Account		Phone # ( )	Checking Acct. #		Balance:\$	
			Savings Acct. #		Balance:\$	
Nearest Relative/Relationship		Address	City	State	Zip Code	Phone # ( )
Has applicant, or have any of its principals, ever failed in business, compromised with creditors, been the subject of bankruptcy or surety claims proceedings, or had an application for a bond declined? <input type="checkbox"/> Yes <input type="checkbox"/> No (if YES, attach a full explanation)						

- A copy of the Preliminary Title Report must accompany this application.
- A notarized affidavit explaining the circumstance of the loss of the trust deed/note must be included.
- A financial statement must be submitted with this Application if the bond is \$25,000 or more.

## Indemnification Agreement – Read Carefully and Sign

**EACH OF THE UNDERSIGNED HEREBY** affirms that the foregoing statements made and answers given are the truth and are made to induce the Surety to execute or procure the execution of any and all of the bonds described and any extension, modification or renewal thereof, addition thereto or substitution therefor. This is an application for a bond. A bond is a credit relationship. Applicant acknowledges and consents that credit checks will be made on both individuals and business(es) associated with this surety bond application, update or renewal or for any other legitimate business purpose. If you request, we will inform you whether any credit report was requested and, if so, the name and address of the consumer reporting agency which furnished the report. A bond is NOT an insurance policy.

IN CONSIDERATION of the execution of the bond for which application is made, the undersigned (collectively, “Applicant”) for themselves, their personal representatives, heirs, successors and assigns, hereby agree with, warrant and represent to, and bind themselves jointly and severally to, SureTec Insurance Company and its co-sureties, re-insurers, and any other company which may execute a bond or bonds at the request of SureTec Insurance Company (individually and collectively called “SureTec”) as follows:

1. To pay Surety an annual premium in advance each year during which liability under the bond shall continue in force and until satisfactory evidence of termination of the Surety’s liability is furnished to the Surety.
2. To indemnify Surety against all losses, liabilities. costs, damages. attorneys' and consultants' fees and expenses the Surety may incur or has incurred due to the execution and issuance of the bond on, before or after this date including any modifications, renewals or extensions of the bond or the enforcement of the terms of this indemnity agreement.
3. The Surety or its representatives 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.
4. The undersigned agree to waive notice of the execution of the bond, notice of any fact, knowledge or information affecting the undersigned’s rights or liabilities under the bond that Surety may have or discover prior to or after execution of 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', security interests in any collateral submitted to Surety. Surety shall have the exclusive right to determine if any claim or suit shall be denied, paid. compromised, defended or appealed. An itemized statement of payments made by Surety shall be prima facie evidence of the obligation of undersigned due to Surety. The undersigned agree that it is their responsibility to defend their own interests.
6. Surety and undersigned agree that the place of performance of this agreement, including the promise to pay Surety, shall be in San Diego County, California, and venue for any suit, arbitration. mediation or any other form of dispute resolution shall be in San Diego County, California.
7. The rights and obligations of the undersigned are in addition to and cumulative of all other rights, liabilities and obligations under the laws of the State of California. The undersigned confirms that Surety shall have every right, defense or remedy including the rights of exoneration and subrogation.
8. Unless specified by law or stated in the bond that the bond can not be cancelled, Surety may cancel bond by mailing a notice of cancellation in the U.S. mail to the Obligee and Principal at the last address provided to Surety and cancellation shall become effective thirty (30) days after the date of deposit with the United States Postal Service.

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).

<u>Date</u>	<u>Name of Maker (Trustor – Owner)</u>		
Indemnitor's Signature    X		Indemnitor's Name (Print)	
Spouse Indemnitor's Signature            X		Spouse Indemnitor's Name (Print)	