

Mickey Herman Surety and Insurance Agency

2505 Briarglen Road, Acton CA 93510

Office: 661-269-2752 Fax: 661-269-2754

APPLICATION FOR LOST NOTE/DEED BOND

Applicant _____ Soc. Sec. No. _____
Spouse _____ Day Phone _____
Address _____ Eve Phone _____
Occupation _____ Own a Home? _____ Equity in Home \$ _____

Note Information: Maker (Trustor) _____
Beneficiary _____
Amount \$ _____ Date Made _____ Date Payable _____ Date Paid _____

Summarize the facts related to the loss of the note.

Trust Deed Information: Trustee _____
Recorded in _____ County of _____ in Book _____ Page _____

Escrow Information: Escrow Company _____
File (Escrow) No. _____ Phone No. _____

Title Company: _____
File/Title No. _____ Phone No. _____

Bond Information: Bond amount \$ _____ Bond Premium \$ _____
(2x the amount of the note § civil code 2941.7) (4 % of Bond amt.)
or
Please provide the following additional items: (1.5% of Bond amt.)

1. A copy of a recent Preliminary 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.
4. A check for the bond premium.

FINANCIAL STATEMENT AS OF _____, 20_____

Cash in Bank _____	Bank Loan _____
Securities (Market) _____	Borrowed on Securities _____
Accounts Receivable _____	Accounts Payable _____
Notes Receivable _____	Notes Payable _____
Real Estate _____	Mortgage of Real Estate _____
Cash Value of Life Insurance _____	Other Liabilities _____
Other Assets _____	
Total _____	Total _____

READ THIS CAREFULLY

The undersigned does or do hereby represent that the statements made herein as an inducement to the **AMERICAN CONTRACTORS INDEMNITY COMPANY** of Los Angeles, California (hereinafter called Company) to execute the bond applied for herein, are true, and, should the Company execute said bond does or do hereby agree as follows: **FIRST**, to pay to the Company, on the _____ day of _____, 20____, the sum of _____ Dollars (\$ _____) as a premium on said bond for the term. **SECOND**, to indemnify the Company against loss, liability, costs, damages, attorneys' fees and expenses whatever, which the Company may sustain or incur by reason of executing said bond, in making any investigation on account thereof, in prosecuting or defending any action which may be brought in connection therewith, in obtaining a release therefrom, and in enforcing any of the agreements herein contained; **THIRD**, that the Company shall have the right, and is hereby authorized, but not required: (a) to adjust, settle or compromise any claim, demand, suit or judgment upon said bond, unless the undersigned shall request the Company to litigate such claim or demand or defend such suit or to appeal from such judgment, and shall deposit with the Company collateral satisfactory to it in kind and amount; and (b) to fill up any blank or blanks left herein, and to correct any errors in filling up any such blank or blanks, it being hereby agreed that any such insertion or correction shall be prima facie correct; **FOURTH**, that in the event of payment, settlement or compromise, in good faith, of liability, loss, costs, damages, attorneys' fees and expenses, claims, demands, suits and judgments as aforesaid, an itemized statement thereof, sworn to by any officer of the Company, or the voucher or vouchers or other evidence of such payment, settlement or compromise shall be prima facie evidence of the fact and exact of the liability of the undersigned in any claim or suit hereunder; **FIFTH**, to waive, and does or do hereby waive all rights to claim any property, including homestead, as exempt from levy, execution, sale or other legal process under the laws of any state or states; **SIXTH**, that the Company shall have the absolute right to cancel said bond in accordance with any cancellation provision therein contained, or to procure its release from said bond under any law for the release of sureties, and the Company is hereby released from any damage that may be sustained by the undersigned by reason of such cancellation or release; **SEVENTH**, that this obligation shall be for the benefit of any company or companies which the Company may procure to execute, or to join with it in executing said bond, or to assume reinsurance thereupon; **EIGHTH**, that separate suits may be brought to recover hereunder as causes of action shall accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether therefore or thereafter arising; **NINTH**, that nothing herein contained shall be construed to waive or abridge any right or remedy which the Company might have if this instrument were not executed, and **TENTH**, that this agreement shall be binding upon the undersigned and each of them whether signing as applicant for said bond or as indemnitor, jointly and severally, and upon the respective heirs, executors, administrators, successors and assigns of the undersigned, and shall be liberally construed as against the undersigned.

SIGNATURE(S) OF APPLICANT(S) FOR BOND

DATE _____, _____

Applicant

Applicant

ADDITIONAL INDEMNITY

In consideration of **AMERICAN CONTRACTORS INDEMNITY COMPANY** of Los Angeles, California, executing, or procuring the execution of, or refraining from presently exercising its right to cancel, the bond herein applied for, we jointly and severally join in the foregoing agreement; and the undersigned, if a corporation, warrants that it is financially interested in the performance of the obligation which said bond applied for is given to secure, and asserts that it is fully empowered to obligate itself hereby.

SIGNATURE(S) OF INDEMNITOR(S)

(Indemnitor)

(Indemnitor)

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

State of _____

County of _____

On this _____ day of _____, 20____, before me personally appeared _____, to me known to me to be the person(s) or member(s) of the partnership or officer(s) of the corporation that signed the foregoing instrument and acknowledged the execution of the same to me.

(SEAL)

If indemnitor is a corporation, a certified copy of resolution of Board of Directors authorizing officers to execute agreement must accompany this application.

WHEN RECORDED MAIL TO:

NAME:
ADDRESS:
CITY, STATE:
ZIP:

THIS SPACE FOR COURT ONLY

DECLARATION ACCOMPANYING CORPORATE BOND PURSUANT TO CALIFORNIA CIVIL CODE SECTION 2941.7

_____ and _____
declares(s) as follows:

1. This declaration and the corporate bond (the "Bond") to which it is attached are recorded pursuant to California Civil Code Section 2941.7;
2. The names of the original trustor(s) is/are _____
3. The declarant's name(s) is/are _____
4. a). The obligation secured by the deed of trust referred to in the Bond has been fully satisfied and the present beneficiary and the present beneficiary of record cannot be located after diligent search, or the beneficiary of record refuses to execute and deliver a request for reconveyance as required by Section 2941 of the California Civil Code;
4. b) . The amount of _____, including principal and interest, remains due and after diligent search I/We am/are unable to locate the current beneficiary.
5. I/We have mailed by certified mail, return receipt requested, to the last address of the person whom payments under the deed of trust were made and to the last beneficiary of record at the address for such beneficiary shown the instrument creating the interest, a notice of recording a declaration and bond under Section 2941.7 of the California Civil Code and informing said beneficiary of the name and address of the trustee and of the right to notify the trustee in writing of any objection to the reconveyance of the deed of trust. The notices were mailed to _____
_____ on _____
6. I/We have not corresponded with or contacted the beneficiary of record at any address other than as set forth in paragraph 5 herein;
7. I/We have checked the telephone directory in _____ the last known address or place of business of the beneficiary in attempting to locate the beneficiary of record and did not find a listing for said beneficiary;
(and, if applicable)
7. a). I/We have checked the records of the California Secretary of State, and the Secretary of State in the State of incorporation (if known) for information concerning _____
(the Corporate Beneficiary) to no avail;

7. b) I/We have made inquiry of the regulatory authority of the state of national bond or state of federal savings and loan association for information concerning _____
(the bank or savings and loan beneficiary) to no avail.

Executed under penalty of perjury under the laws of California this _____ day of _____ 20 _____
at _____ California.

State of California

County of _____

On _____ before me, _____

Notary Public, personally appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me all that he/she they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(seal)

WHEREAS, the said note has been mislaid, lost, stolen or destroyed and cannot now be found or produced for surrender and cancellation to and by said Trustee in accordance with the requirements of the said deed of trust; and/or

WHEREAS, the Beneficiary under said note cannot be located and is either missing or deceased; and

WHEREAS, by reason of said Beneficiary not being available and/or by reason of said note not being produced, the ownership of the note cannot be established to the satisfaction of said Trustee and it therefore cannot determine that said request for reconveyance is executed by the present owner of said note as required by said deed of trust.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE, that if the principal, their heirs, legal representatives, successors or assigns or any of them, shall in case the mislaid, lost, stolen or destroyed trust deed note be found or come into the hands or under the control of any of them, deliver or cause the same to be delivered unto the Obligee in order to be canceled, together with a valid request for reconveyance if required by the Obligee; or in case the Beneficiary be found or come forward and made claim under said note, defend, indemnify and save harmless the said Obligee, from and against any and all claims, actions and suits, whether groundless or otherwise, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every nature and character by reason of the issuance of said reconveyance, whether or not caused by, based upon or arising out of inadvertence, accident, oversight or neglect on the part of the Obligee, or its officers, agents, clerks, employees and/or omission or failure to inquire into, contest or litigate any action based upon or arising out of the issuance of said reconveyance, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

SIGNED, SEALED AND DATED THIS _____ day of _____, _____.

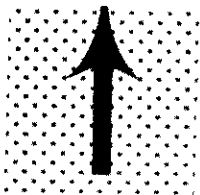
Principal

AMERICAN CONTRACTORS INDEMNITY COMPANY

By _____

Attorney-in-Fact

By _____



**HERE
SIGN**