

SURETY BOND
Mortgage Company License

Bond No. _____
Bond Amount: _____
Effective Date: _____

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ including any and all trade names, NMLS # _____, as Principal, and _____, duly licensed to do surety business in the State of Kansas, as Surety, are held and firmly bound unto the State of Kansas, Office of the State Bank Commissioner (OSBC) for use by the OSBC, for its own benefit and for the benefit of any person or persons who may have a cause of action against us as the Obligors of this instrument under the provisions of the Kansas Mortgage Business Act (KMBA), K.S.A. 9-2201 *et seq.*, and amendments thereto, hereafter described in the penal sum of _____, lawful money of the United States of America, to be paid to the OSBC, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents:

Whereas, the above bounden Principal is applying to become or is a licensed mortgage company as provided by law under the KMBA;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal and any employee or agent representing the Principal, working at any location, faithfully conform to and abide by each and every provision of the KMBA, applicable federal law, and of all rules and regulations and orders lawfully made by the OSBC, and pay to the OSBC and to any such person or persons having a right of action against the Obligors any and all monies that may become due or owing to the OSBC and to such person or persons from said Obligors under and by virtue of the provisions of the KMBA, then this obligation to be void; otherwise to remain in full force and effect until the Surety is released from liability by the OSBC, subject, however, to the following conditions:

1. Surety agrees to remit payment as instructed by the OSBC, with sixty (60) days of receiving notice that any of the following has not been paid by the Principal: lawful expenses incurred, or fees levied, by the OSBC; expenses, fines, fees, or refunds pursuant to a settlement agreement with the OSBC; expenses, fines and fees that become lawfully due pursuant to a final judgment or order; or losses or damages which are determined by the OSBC to have been incurred by any borrower or consumer as a result of the Principal's, or its agent's, failure to faithfully comply with the provisions of Kansas law, including the requirements of the KMBA, or any rule or regulation lawfully adopted under the KMBA.

2. This Bond shall remain effective continuously subject to the termination or reduction in liability as provided in this paragraph. The Surety may cancel or reduce its liability hereunder only by providing the Principal and the OSBC written notice delivered electronically through the NMLS at least 30 days prior to the effective date of such cancellation or reduction in liability by amending the effective date or the bond amount; provided, however, that no such amendment or cancellation shall affect any liability which arises during the effective period of this Bond and the Principal and Surety shall remain liable for a period of two (2) years from the date of cancellation for actions, inaction, or omissions of Principal which occur during the effective period of this Bond that gives rise to a claim under this Bond.

3. In no event shall the aggregate liability of the Surety for any and all claims exceed the penal sum of this Bond stated herein regardless of the number of claims or claimants.

4. The OSBC has the exclusive right to proceed on this Bond against the Principal or Surety hereon or both to recover any and all moneys that may become due or owing.

5. After giving notice of termination or reduction of liability, the Surety may reinstate or increase its liability by the execution and filing of a new bond or by written notice delivered electronically through the NMLS to the OSBC indicating that the Surety desires to continue as the Surety for the Principal and that its prior notice of termination or reduction of liability is withdrawn and rescinded.

6. If this Bond is not previously terminated as set forth above, the liability of the Surety shall expire two (2) years after the date of surrender, revocation, or expiration of the subject license, whichever shall first occur.

In Witness Whereof, the said Principal has hereto set his hand and seal and the said Surety has caused this obligation to be duly executed by its duly authorized agent to be hereunto affixed on this _____ day of _____, _____.

By: _____
Principal

By: _____
Surety