

# MARYLAND MORTGAGE LENDER LICENSEE SURETY BOND

BOND NO. \_\_\_\_\_

**KNOW ALL PEOPLE BY THESE PRESENTS** that \_\_\_\_\_,  
a duly formed \_\_\_\_\_ whose principal place of business is located at \_\_\_\_\_  
\_\_\_\_\_ (“Principal”) and \_\_\_\_\_,  
a \_\_\_\_\_ chartered corporation whose principal place of business is located at \_\_\_\_\_  
\_\_\_\_\_ (“Surety”) who is authorized to do surety business in the  
State of Maryland (“State”) are held and firmly bound unto the Commissioner of Financial Regulation  
(“Commissioner”), for the benefit of the State, and any mortgage loan borrower who has been damaged  
by a violation of any law or regulation governing the activities of mortgage lenders or mortgage loan  
lending, as amended, by the Principal in the full and penal sum of \_\_\_\_\_  
US DOLLARS (\_\_\_\_\_), for the payment of which, well and truly be made, we bind ourselves, our  
heirs, personal representatives, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

The condition of this obligation is such that the above bounded Principal is now or is about to  
become licensed by the Commissioner to engage in the business of mortgage lending, as provided by  
State laws, as amended.

Now, therefore, if the Principal shall, while this bond is in force and effect comply with all provisions  
of State laws regulating the activities of mortgage lenders and mortgage loan lending, as amended; then  
this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, however, that the liability of the Surety:

- (1) Shall be continuous until cancelled by the Surety or Principal upon the giving of written notice  
to the Commissioner by certified mail, return receipt requested bond bearing a postmark  
from the United States Postal Service, which cancellation is not effective until 90-days after  
the Commissioner receives the notice;
- (2) May not be aggregated or cumulative, whether or not the bond is renewed, continued,  
replaced, or modified;

- (3) May not be determined by adding together the penal sum of the bond or any part of the penal sum of the bond, in existence at any two or more points in time;
- (4) Shall be considered to be one continuous obligation, regardless of increases or decreases in the penal sum of the bond;
- (5) May not be affected by the insolvency or bankruptcy of the Principal or by any misrepresentation, breach of warranty, failure to pay a premium, or other act or omission of the Principal; or license suspension;
- (6) May not require any administrative enforcement action by the Commissioner as a prerequisite to liability; and
- (7) Shall continue for three (3) years after the later of the date on which the bond is canceled or Principal ceases, for any reason, to be licensed.

This Bond shall become effective on \_\_\_\_\_.

In witness whereof, Principal has hereunto set its hand and seal, and Surety has caused these present to be signed by its duly authorized officers and its corporate seal to be hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**WITNESS:**

\_\_\_\_\_

**PRINCIPAL:**

By: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

**SURETY:**

By: \_\_\_\_\_

Attorney in Fact

**NOTICE TO SURETY COMPANY:** This bond must be accompanied by a currently dated Power of Attorney with all signatures affixed, and a certificate of authority if the surety company is a foreign corporation.

**NOTICE TO PRINCIPAL:** Be sure to attach the fictitious name registration filed with SDAT if doing business under a fictitious name.