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**SURETY BOND**

Mississippi S.A.F.E. Mortgage Act  
State of Mississippi

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 Mississippi, as Surety, are held and firmly bound unto the State of Mississippi for use by the State, 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 Mississippi S.A.F.E. Mortgage Act, Section 81-18-1 *et seq.*, Miss. Code Ann., hereafter described in the penal sum of \_\_\_\_\_ dollars, lawful money of the United States of America, to be paid to the State of Mississippi, 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 has applied to the State of Mississippi Department of Banking and Consumer Finance (the "Commissioner") for a license to engage in the mortgage business as provided by said law under the Mississippi S.A.F.E. Mortgage Act (hereinafter described as the "Act");

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 Act, applicable federal laws and of all rules and regulations and orders lawfully made by the Commissioner, and pay to the State 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 State and to such person or persons from said Obligors under and by virtue of the provisions of the Act, then this obligation to be void; otherwise to remain in full force and effect until the Surety is released in writing from liability by the Commissioner, subject, however, to the following conditions:

1. The Surety may reduce coverage by amending the effective date or the bond amount, or may cancel the future effectiveness this bond sixty days from date of receipt of: (i) written notice sent by registered mail to the Principal and the Commissioner, or (ii) if this bond is issued and maintained in electronic format through the Nationwide Multi-state Licensing System (NMLS), a notice delivered electronically through NMLS to the Principal and the Commissioner, but no such amendment or cancellation shall affect any liability which arises from acts or omissions which occur prior to the termination of such sixty-day period or at any time while this bond is effective.
2. In no event shall the aggregate liability of the Surety for any and all claims exceed the penal sum of this Bond stated herein.
3. The Commissioner 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.

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

