

Bond No. _____

**MORTGAGE LENDER
SURETY BOND**

This SURETY BOND is given by the Principal:

Company Name: _____
Address: _____
City, State, Zip: _____
County: _____

The Surety is:

Company Name: _____
Address: _____
City, State, Zip: _____
County: _____

a corporation organized under the laws of the State of _____ and licensed to transact a surety business in the State of North Carolina under the following terms and conditions.

Select the amount of the bond:

- One Hundred Fifty Thousand Dollars (\$150,000.00)
- Two Hundred Fifty Thousand Dollars (\$250,000.00)
- Five Hundred Thousand Dollars (\$500,000.00)

Principal and Surety are held and firmly bound unto the North Carolina Office of the Commissioner of Banks (“Commissioner”) for the use and benefit of claimants against the Principal in the above sum, the payment of which Principal and Surety jointly and severally bind themselves, their successors, assigns, and legal representatives, to secure the faithful performance of the obligations of the Principal for its conduct and that of its officers, employees and agents under Article 19B of Chapter 53 of the North Carolina General Statutes, the North Carolina Secure and Fair Enforcement Mortgage Licensing Act (“NC SAFE Act”) as it now exists or is later amended.

The Principal has applied for or been granted licensure as a mortgage lender under the NC SAFE Act, and is therefore required to post and maintain a surety bond in the above sum.

NOW, THEREFORE, the condition of the foregoing obligation is such that:

1. If the Principal faithfully performs all its obligations under the NC SAFE Act with respect to acting as a mortgage lender, this obligation will be void; otherwise the same will remain in full force and effect.

2. The Surety may terminate its obligation under this surety bond by giving the Commissioner ninety (90) days written notice at the address shown below. Provided, however, such notice shall not affect any liability arising prior to the effective date of cancellation of this surety bond; and, the Principal and Surety shall be and remain liable for a period of five (5) years from the date of any action or inaction of Principal that gives rise to a claim under this bond prior to its effective cancellation, unless released in writing, in whole or in part, from such liability by the Commissioner.

3. In no event shall the aggregate liability of the Surety for any and all claims to one or more claimants hereunder exceed the principal sum of the surety bond. Provided, however, that if a claim is made and paid under this bond, the Surety shall promptly notify the Principal of the payment of such claim, and the Principal shall have thirty (30) days within which to obtain an endorsement from the Surety to reinstate the total coverage of the bond to its original principal sum.

4. Surety agrees by issuing this bond that it will report promptly (within ten (10) days) to the Commissioner any claims paid under this bond.

5. Should the Commissioner determine that the Principal has violated any provision of the NC SAFE Act and issue an order instructing the Principal to pay certain monies to a claimant(s) by a date certain, or should the Principal agree to pay certain monies to a claimant(s) by a date certain pursuant to a consent order or its equivalent, then upon notice from the Commissioner that such amount has not been paid by Principal, Surety agrees to and will promptly (within thirty (30) days) remit the payment as instructed by the Commissioner.

6. This bond shall become effective _____, and shall continue in full force and effect until such time as the same is canceled as provided herein or as otherwise provided by law.

IN WITNESS WHEREOF, the Principal and Surety hereto have executed this surety bond this _____ day of _____, _____.

Attest: _____
Title: _____

Principal
By: _____
Signature
Name: _____
Title: _____

Attest: _____
Title: Underwriter

Surety
By: _____
Signature
Name: _____
Title: Attorney in Fact

Persons executing for the Surety, other than corporate officers, must attach a Power of Attorney authorizing such person to execute surety bonds.

Commissioner's Mailing Address:

Office of the Commissioner of Banks
4309 Mail Service Center
Raleigh, NC 27699-4309
Telephone 919-733-3016

Surety, please provide mailing address and contact information for claims submission, if different from above:

Name: Claims Department
Title: Claims Adjuster
Address: _____

(City, State and Zip Code)
E-mail: _____
Tel. No.: _____
Fax No.: _____