

# California Lost Trust Deed/Note Bond Application

<b>BOND INFORMATION</b>		Type of Bond:		<input type="checkbox"/> Lost Trust Deed		<input type="checkbox"/> Lost Trust Deed Note		<input type="checkbox"/> Both		<input type="checkbox"/> In Lieu of Request For Reconveyance		
To Whom is Bond Given (Obligee)												
Amount of Bond						Effective Date of Bond						
<b>UNDERWRITING INFORMATION</b>		Date of Note				Principal Amount						
Name of Maker (Trustor)												
Name of Payee (Beneficiary)												
Name of Trustee												
Attach Copy of Preliminary Title Report Recording Data: Deed of Trust Was Filed as Instrument Number _____ On _____												
And Recorded in Book N. _____, Page _____ of Official Records of _____ County, California												
<b>PERSONAL INFORMATION</b>		Individual's Name				Social Security No.			Date of Birth			
Spouse's Name						Social Security No.			Date of Birth			
Spouse's Employer				Employer Phone No.			Length of Employment			Monthly Income		
Residence Address				City		State	Zip		Residence Phone No.		How long at residence? Yrs./Mos.	
Previous Residence Address				City		State	Zip		How long at previous residence? Yrs./Mos.			
<input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Apt <input type="checkbox"/> Buying <input type="checkbox"/> House		Monthly Payment		Residence Mortgage Holder			Purchase Date		Purchase Price		Current Mkt. Value   Loan Balance(s)	
Ever declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No		Pending or Prior IRS Liens? <input type="checkbox"/> Yes <input type="checkbox"/> No			Any lawsuits pending against you? <input type="checkbox"/> Yes <input type="checkbox"/> No				Ever Failed in Business? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Branch of Personal Bank Account		Phone No.		Checking Acct. No. _____ Savings Acct. No. _____					Balance: _____ Balance: _____			
Nearest Relative/Relationship		Address				City		State	Zip Code		Phone No.	
Has applicant, or have any of its principals, ever failed in business, compromised with creditors, been the subject of bankruptcy or surety claims proceedings, or had an application for a bond declined? <input type="checkbox"/> Yes <input type="checkbox"/> No (if YES, attach a full explanation)												
<b>AGENT/BROKER INFORMATION</b>		Agent/Broker Name				Code		Phone No.		Fax No.		
Address				City				State		Zip		
<input type="checkbox"/> A copy of the Preliminary Title Report must accompany this application. <input type="checkbox"/> A notarized affidavit explaining the circumstance of the loss of the trust deed/note must be included. <input type="checkbox"/> A financial statement must be submitted with this Application if the bond is \$25,000 or more.												

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false, incomplete, or misleading information, or conceals information concerning any material fact thereto, commits a fraudulent insurance act, which is a crime punishable by incarceration, and shall also be subject to civil penalties.

# Indemnification Agreement (Multiple Indemnitors)

**IMPORTANT! Signature Instructions** - The individual who completes this form must also sign the indemnity agreement below. If married, spouse must also sign; however, no missing signature shall invalidate this agreement. **Sole Proprietorship** - Owner must sign below. If married, spouse must also sign. **Partnership** - Partners are signing as authorized agents of the partnership and as individually liable indemnitors. If married, spouse must also sign. **Corporation or LLC** - If corporate officer or LLC member or manager signs indicating his or her LLC capacity, it is nonetheless specifically understood that such individual is signing in his or her corporate or LLC capacity and as an individually liable indemnitor. If married, spouse must also sign.

I request that **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** (hereinafter "Surety") execute a Bond and consider executing future Bonds for (Company Name) \_\_\_\_\_

("Principal"). I authorize Surety or its agents to investigate my credit and Principal's credit, now and at any time in the future, with any creditor, supplier, customer, financial institution, or other person or entity. Authorization is hereby granted to any of the aforementioned, now and at any time in the future, to release information to Surety pertaining to credit. I make the following promises so that Surety will execute a Bond and consider executing future Bonds:

1. I agree that the following definitions apply: (a) Bond means (i) any surety bond, undertaking, or other express or implied obligation of guaranty or suretyship, signed or committed to by SURETY at the request of Principal, or any of the indemnitors (regardless of what business entity is named on the Bond), on, before, or after the date of this agreement pursuant to which SURETY is or maybe made liable for Loss, whether or not Principal is also liable; and (ii) all riders, endorsements, continuations, renewals, substitutions, modifications, extensions, replacements and reinstatements thereto; and changes in the penal sum thereto; and (b) Loss means any payment or expense either incurred or anticipated by SURETY in connection with any Bond or this agreement, including but not limited to: payment of bond proceeds or any other expense in connection with claims, potential claims, or demands; penalties; interest; court costs; collection agency fees; costs related to taking, protecting, administering, realizing upon, or releasing collateral; and attorneys' fees (including but not limited to those incurred in defense of bond claims or pursuing any rights of indemnification or subrogation and in obtaining and enforcing any judgment arising from those rights).

2. I, individually, and jointly and severally with Principal and all other indemnitors, agree to hold SURETY harmless from all Loss and to pay back or reimburse SURETY for all Loss.

3. I agree to provide adequate collateral to SURETY in the event that SURETY is required or deems it necessary to establish a reserve for Loss for any Bond. The reserve for Loss may vary from time to time as SURETY deems necessary to protect itself from Loss. Cash collateral equal to the reserve for Loss shall be adequate. Other collateral shall be adequate if the net equity value of the collateral is equal to 166% of the reserve for Loss and the collateral is otherwise acceptable to SURETY. SURETY may insist upon cash collateral. Collateral may be held by SURETY until SURETY has determined it is no longer exposed to Loss as a matter of law, and SURETY may retain or sell collateral to reimburse itself for Loss. Specific performance of this paragraph shall be a remedy available to SURETY, and all procedures for executing on judgments may be used to enforce SURETY's decree(s) of specific performance. In the event that SURETY suffers a Loss, prior to being provided with collateral, SURETY may enforce any decree of specific performance, up to the amount of such decree, as a money judgment (in addition to any other judgments) to reimburse itself for such Loss without further notice or motion.

4. I agree to pay to SURETY each annual premium due according to the rates in effect when each payment is due. I agree that premium for a Bond is fully earned upon execution of a Bond and is not refundable.

5. I agree that a facsimile copy of this agreement shall be considered an original and shall be admissible in a court of law to the same extent as the original agreement.

6. I agree that SURETY may obtain a release from its obligations as surety on a Bond whenever any such release is authorized by law.

7. Unless a Bond specifically states (i) that it cannot be cancelled, or (ii) the manner in which notice of cancellation must be given, SURETY may cancel a Bond by mailing a notice of cancellation in the regular U.S. Mails to the obligee and to Principal, or Principal's representative, at the latest address provided to SURETY, and I agree to accept service of notice in such manner. I designate my insurance agent as my representative and Principal's representative for such service. Unless a Bond, statute or lawful governmental regulation specifically provides otherwise, cancellation shall be effective 30 days after SURETY deposits the requisite notice of cancellation in the U.S. Mails. I WAIVE ANY CLAIM AGAINST SURETY FOR DAMAGES which I may suffer as a result of cancellation of a Bond or any release from any obligation of SURETY on any Bond.

8. I agree that SURETY has the exclusive right to decide whether to pay, compromise, defend, or appeal any claim against a Bond.

9. I agree that I CANNOT TERMINATE my LIABILITY to SURETY created by this agreement except by sending written notice of intent to terminate to SURETY. Written notice to terminate shall be sent to SURETY at its home office, 9025 N. Lindbergh Dr., P.O. Box 3967, Peoria, IL 61612-3967. I AGREE that the termination will be effective thirty working days after actual receipt of such notice by SURETY, but only for Bonds signed or committed to by SURETY after the effective date. Thus, I agree that I will REMAIN LIABLE to SURETY for LOSS on BONDS SIGNED OR COMMITTED TO BY SURETY PRIOR TO THE EFFECTIVE DATE OF TERMINATION.

10. I agree that SURETY can bring any legal action arising out of or in any way related to any Bond or this agreement in King County, Washington, and that Washington law shall apply where Surety makes such election.

11. I agree that SURETY shall have the right to fill in any blanks left herein and to correct any errors made by me in filling in any blanks.

**12. I agree that I have READ AND UNDERSTOOD this agreement, that I am signing as a PERSONAL INDEMNITOR, on behalf of my MARITAL COMMUNITY, and in my CORPORATE, PARTNERSHIP, or LLC CAPACITY, if any. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. No missing signature shall invalidate this agreement.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

<b>X</b>	_____	Indemnitor Signature
<b>X</b>	_____	Indemnitor Signature
<b>X</b>	_____	Indemnitor Signature
<b>X</b>	_____	Indemnitor Signature
<b>X</b>	_____	Indemnitor Signature
<b>X</b>	_____	Indemnitor Signature
<b>X</b>	_____	Indemnitor Signature

_____	Indemnitor Name (Print)
_____	Indemnitor Name (Print)
_____	Indemnitor Name (Print)
_____	Indemnitor Name (Print)
_____	Indemnitor Name (Print)
_____	Indemnitor Name (Print)
_____	Indemnitor Name (Print)

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false, incomplete, or misleading information, or conceals information concerning any material fact thereto, commits a fraudulent insurance act, which is a crime punishable by incarceration, and shall also be subject to civil penalties.



RLI Insurance Company  
P.O. Box 3967 Peoria, IL 61612-3967  
Phone: 309-692-1000 Fax: 309-683-1610

## Lost Trust Deed/Note Questionnaire

1. Is this a sale (\_\_\_\_\_) Yes (\_\_\_\_\_) No
2. If this is a sale, does the applicant own any other real estate or is he/she buying another property, please give explanation and new address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Is the property subject to the trust deed / note being refinanced (\_\_\_\_\_) Yes (\_\_\_\_\_) No
  - a. Amount of new loan: \_\_\_\_\_
  - b. Name of Lender: \_\_\_\_\_
4. Has the lost trust deed been paid in full (\_\_\_\_\_) Yes (\_\_\_\_\_) No  
Amount unpaid: \_\_\_\_\_
5. Has the deed of trust been pledged? (\_\_\_\_\_) Yes (\_\_\_\_\_) No  
If note was pledged, to whom? \_\_\_\_\_
6. To whom were the payments made on the note, and/or deed of trust made? Give names and addresses. If other than the original beneficiary, please explain:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Please explain the circumstances involving the lost trust deed and/or note:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. If proof of payment has been lost, please explain the circumstances:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Please explain what steps have been taken to locate the beneficiary:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. **Description of Note:**  
Date of Note: \_\_\_\_\_ Principal Amount: \_\_\_\_\_  
  
Maker/Trustor: \_\_\_\_\_  
  
Beneficiary/Payee: \_\_\_\_\_  
  
Today's Date: \_\_\_\_\_ This form completed by: \_\_\_\_\_



RLI Insurance Company  
P.O. Box 3967 Peoria, IL 61612-3967  
Phone: 309-692-1000 Fax: 309-683-1610

## Lost Trust Deed Note Affidavit

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The undersigned, being duly sworn, under penalty of perjury deposes and says:

That a certain note dated \_\_\_\_\_ executed by \_\_\_\_\_  
\_\_\_\_\_ in favor of \_\_\_\_\_  
\_\_\_\_\_ in the amount \_\_\_\_\_  
is the one and only note, and that there is no other note outstanding, and that every effort has been made to  
contact the beneficiary, and that the note has been paid in full  
on \_\_\_\_\_ date and that \_\_\_\_\_  
is/are the payee(s) on said note. Said note is secured by a Deed of Trust recorded in \_\_\_\_\_  
\_\_\_\_\_ County on \_\_\_\_\_ as Instrument No. \_\_\_\_\_,  
Book \_\_\_\_\_, Page \_\_\_\_\_ of official records.

That the undersigned further agree(s) to hold \_\_\_\_\_ **RLI Insurance Company** \_\_\_\_\_  
free and harmless from any loss they sustain by virtue of the foregoing not being true.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of California, residing  
at \_\_\_\_\_  
\_\_\_\_\_



RLI Insurance Company  
P.O. Box 3967 Peoria IL 61612-3967  
Phone: 309-692-1000 Fax: 309-692-8637

# Personal Financial Statement Form

<b>PERSONAL INFORMATION</b>	Name	Date of Birth	Social Security Number	Address
	Spouse's Name	Date of Birth	Social Security Number	

## Statement of Assets and Liabilities as of \_\_\_\_\_.

### ASSETS

Cash on Hand \$ \_\_\_\_\_

Cash in following banks  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

Marketable Securities \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

Notes Receivable \$ \_\_\_\_\_

Real Estate in MY name  
Description and location  
1. \_\_\_\_\_ \$ \_\_\_\_\_  
2. \_\_\_\_\_ \$ \_\_\_\_\_  
3. \_\_\_\_\_ \$ \_\_\_\_\_

Personal Property  
\_\_\_\_\_ \$ \_\_\_\_\_

Other Assets (describe)  
\_\_\_\_\_ \$ \_\_\_\_\_

TOTAL ASSETS \$ \_\_\_\_\_

### LIABILITIES

Notes Payable \$ \_\_\_\_\_

Accounts Payable \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

Taxes Due \$ \_\_\_\_\_

Mortgages on Real Estate  
Description and location  
1. \_\_\_\_\_ \$ \_\_\_\_\_  
2. \_\_\_\_\_ \$ \_\_\_\_\_  
3. \_\_\_\_\_ \$ \_\_\_\_\_

Other Liabilities (describe)  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

TOTAL LIABILITIES \$ \_\_\_\_\_

NET WORTH \$ \_\_\_\_\_

TOTAL LIABILITIES AND NET WORTH \$ \_\_\_\_\_

The undersigned hereby certifies that the list of assets and liabilities given herein is a true and correct statement of the financial condition on the date given above and that the depositories are hereby authorized to confirm any inquiry made by \_\_\_\_\_  
**RLI Insurance Company** or its representatives as to any statement made herein relative to monies on deposit or loans made.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**X** \_\_\_\_\_  
(Sign here)

**X** \_\_\_\_\_  
(Sign here)

<b>AGENT/BROKER INFORMATION</b>	Agent/Broker Name	Code	Phone No.	Fax No.	City	State	Zip
---------------------------------	-------------------	------	-----------	---------	------	-------	-----