

ESB Form Effective 8/31/2022 This document is for reference ONLY. This bond form has been rendered electronically in NMLS for official use

SURETY BOND

State of Alabama

Consumer Credit Act, Mortgage Brokers Licensing Act, or S.A.F.E. Act.

Licensee: [Licensee/Principal Name]
NMLS ID: [Licensee/Principal NMLS ID]
Bond No. [Bond Number]
Bond Amount: \$[Bond Amount]
Effective Date: [Bond Effective Date]

KNOW ALL PERSONS BY THESE PRESENTS:

That we, [Licensee/Principal Name] including any and all trade names, NMLS # [Licensee/Principal NMLS ID], as Principal, and [Surety Name], NAIC # [Surety NAIC], duly licensed to do surety business in the State of Alabama, as Surety, are held and firmly bound unto the State of Alabama 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 Alabama Consumer Credit Act, Alabama Mortgage Brokers Licensing Act, or Alabama SAFE Act hereafter described in the penal sum of [Bond Amount] dollars, lawful money of the United States of America, to be paid to the State Banking Department of Alabama, 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 Banking Department of Alabama for a license to engage in the mortgage business under the Alabama Consumer Credit Act or the Alabama Mortgage Brokers Licensing Act as provided by law under the Act(s).

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal (Licensee) and any employee or agent representing the Principal, working at any location or branch, faithfully conform to and abide by each and every provision of the Act(s), applicable federal laws, and of all rules and regulations and orders lawfully made by the Superintendent of Banks or his or her appointee, 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(s), then this obligation to be void; otherwise to remain in full force and effect until the Surety is released from liability by the Superintendent of Banks or his or her appointee, subject, however, to the following conditions:

1. The Surety may reduce coverage by amending the effective date or the bond amount or may cancel this bond ninety (90) days from date of receipt of notice delivered electronically through NMLS to the Principal and the Superintendent of Banks or his or her appointee, but no such amendment or cancellation shall affect any liability which arises from acts or omissions which occur prior to the termination of such ninety (90) day period.
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. Bond amount requirements can be found on the NMLS Resource Center.
3. The Superintendent of Banks or his or her appointee 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 Signatory Date] day of [Month of Signatory Date], [Signatory Year].

By: [Principal Signee]
Principal (Licensee)

By: [Surety Signee]
Surety Company Signee