

SURETY BOND
Mortgage Servicer

Bond No. **[Bond Number]**
Bond Amount: **[\$Bond Amount]**
Effective Date: **[Bond Effective Date]**

KNOW ALL MEN 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 or authorized to do business in the State of Hawaii, as (Name of Surety) Surety, are held and firmly bound unto the Commissioner of Financial Institutions, as Obligee, in the penal sum of **[BOND AMOUNT]** lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, this **[Day of Signatory Date]** day of **[Month of Signatory Date]**, **[Signatory Year]**.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the above bounden Principal has been granted a license under the provisions of Chapter 454M, Hawaii Revised Statutes, to conduct and engage in the business of a mortgage servicer in the State of Hawaii.

NOW, THEREFORE, if the said Principal shall fully and faithfully comply with all provisions of Chapter 454M, Hawaii Revised Statutes, and with such valid rules and regulations as may be promulgated by the Commissioner of Financial Institutions pursuant to the provisions of Chapter 454F, Hawaii Revised Statutes, then this obligation shall be void; otherwise, this obligation shall be and remain in full force and effect.

AND, as provided in Chapter 454M, Section 4(k), Hawaii Revised Statutes, the Commissioner of Financial Institutions, or any person who has been or claims to have been injured by the breach of the above-mentioned conditions shall have a right of action to recover on this bond in his own name, provided that the aggregate liability of the Surety to all such persons shall in no event exceed the penal sum of this bond.

AND, this bond shall remain in full force and effect and shall be continuous in nature, and the Surety may cancel or terminate this bond by giving thirty (30) days notice delivered electronically through NMLS to the Obligee.

The Surety may reduce coverage by amending the effective date or the bond amount or may cancel or terminate this bond thirty (30) days from date of receipt of notice delivered electronically through NMLS to the Principal and the obligee, but no such amendment or cancellation shall affect any liability which arises from acts or omissions which occur prior to the termination of such thirty (30) day period.

IN WITNESS WHEREOF, we the said Principal and the said Surety, have hereunto set our hands.

Executed

this **[Day of Signatory Date]** day of **[Month of Signatory Date]**, **[Signatory Year]**

By: **[Principal Signee]**

Principal

By: **[Surety Signee]**

Surety