

State of Kansas
OFFICE OF THE STATE BANK COMMISSIONER
700 SW Jackson St., Suite 300
Topeka, Kansas 66603-3796
785-296-2266 Fax: 785-296-6037

SURETY BOND
SUPERVISED LENDER or MORTGAGE COMPANY

Bond Number _____ Amount \$ _____

KNOW ALL MEN BY THESE PRESENTS, that we,

(applicant/licensee name)

of the City of _____, County of _____, State of _____ as principal and obligor, and _____ as

Surety are held and firmly bound unto the State of Kansas, Office of the State Bank Commissioner (hereinafter "OSBC") in the penal sum of \$ _____ for payment of which, well and truly to be made, we hereby bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal is applying to become a licensed supervised lender pursuant to K.S.A. 16a-2-302, or has applied for a license to conduct mortgage business pursuant to K.S.A. 9-2204, and seeks to establish, meet, and maintain the financial responsibility requirements of the OSBC during the term of the subject license or registration by tender of the within bond,

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

1. If the Principal faithfully performs all its obligations under applicable state and federal law, including the Uniform Consumer Credit Code ("UCCC"), K.S.A. 16a-1-101 *et seq.* and amendments thereto, and/or the Kansas Mortgage Business Act ("KMBA"), K.S.A. 9-2201 *et seq.* and amendments thereto, or any rule or regulation lawfully adopted under said Code and/or Act with respect to acting as a supervised lender or mortgage lender or broker, this obligation will be void; otherwise the same will remain in full force and effect.

2. Surety agrees to promptly (within sixty [60] days) remit payment as instructed by the OSBC upon receiving notice that any of the following has not been paid by the Principal: any lawful expenses incurred, or fees levied, by the OSBC; any expenses, fines, fees, or refunds pursuant to a settlement agreement with the OSBC; any expenses, fines and fees that become lawfully due pursuant to a final judgment or order; or any losses or damages which are determined by the OSBC to have been incurred by any borrower or consumer as a result of the Principal's, or its agent's, failure to faithfully comply with the provisions of Kansas law, including the requirements of the UCCC and/or the KMBA, or any rule or regulation lawfully adopted under said Code and/or Act.

PROVIDED, that the Surety's aggregate liability for any and all claims which may arise under this bond shall in no event exceed the amount of this bond, regardless of the number of claims or claimants.

FURTHER PROVIDED that this Bond shall remain effective continuously subject to the termination or reduction in liability as provided in this paragraph. The Surety shall have the right to terminate or reduce its liability hereunder only by giving the Principal and the OSBC written notice of such termination by written notification via certified mail to the State of Kansas Office of the State Bank Commissioner at least thirty (30) days prior to the effective date of such termination; provided, however, that the Principal and Surety shall be and remain liable for a period of two (2) years from the date of termination for any action or inaction of Principal, occurring during the effective period of the bond, that

gives rise to a claim under this bond, unless released in writing, in whole or in part, from such liability by the Administrator or the Commissioner.

FURTHER PROVIDED that after giving notice of termination or reduction of liability, the surety may reinstate or increase its liability by the execution and filing of a new bond or by mailing written notice to the OSBC indicating that the Surety desires to continue as surety for the licensee and that its prior notice of termination or reduction of liability is withdrawn and rescinded.

FURTHER PROVIDED that, if this bond is not previously terminated as set forth above, the liability of the Surety shall expire two (2) years after the date of the surrender, revocation, or expiration of the subject license, whichever shall first occur.

THIS BOND shall be effective on and after _____, or, if left blank, the day of execution by Surety shall be the effective date of the bond. The bond shall be effective, if accepted by the OSBC, without further notice.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this ___ day of _____, _____.

LICENSEE:

(Licensee's Name)

(Signature)

(Print Signature Name)

(Title) (Date)

[CORPORATE SEAL]
(If Any)

Surety Must Attach Power of Attorney

(Surety)

(Signature)

(Print Signature Name)

(Telephone Number) (Date)

Name, address, and telephone number of the Surety representative to contact in the event a claim must be filed:

