ESB Form Version 1 Effective 11/01/2017, NMLS Version: OR-11/01/2017. This document is for reference ONLY. This bond form has been rendered electronically in NMLS for official use.

## MORTGAGE SERVICER SURETY BOND

Bond no.: [Bond Number] [Licensee/Principal Name] , including all trade names or assumed business names used by principal, NMLS Id No. [Licensee/Principal NMLS ID], as Principal, has applied to the Department of Consumer and Business Services, Division of Financial Regulation, for a license as a mortgage servicer under Senate Bill 98 passed during the 2017 legislative session and is required by Senate Bill 98 passed during the 2017 legislative session to furnish a bond in the sum of \$ [Bond Amount] , and [Surety Name] as Surety, who is authorized to transact a surety insurance in the state of Oregon, is NAIC NO. [Surety NAIC], obligated to the State of Oregon for the use and benefit of any interested person the sum of \$ [Bond Amount] . If the principal and its agents and employees comply with the provisions of Senate Bill 98 passed during the 2017 legislative session, this obligation shall be void. If the principal or its agents or employees violate any provisions of Senate Bill 98 passed during the 2017 legislative session and fail to pay all damages suffered by any person due to violation of the statute, the surety is obligated to pay damages suffered as a result of the violations up to \$ [Bond Amount] The bond becomes effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, and shall remain in force until the Department of Consumer & Business Services, Division of Financial Regulation, releases the surety from liability, or until the surety cancels this letter. The surety may cancel this bond and be relieved of further liability hereunder by giving 30 days' notice via the Nationwide Multistate Licensing System to the principal and to the Department of Consumer and Business Services, Division of Financial Regulation.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims that may arise shall not exceed <u>\$ [Bond Amount]</u>.

The surety and its heirs, personal representatives, successors, and assigns, and the principal and its heirs, personal representatives, successors, and assigns, by this agreement bind themselves jointly and severally to the State of Oregon.

By: [Principal Signee] Principal

By: [Surety Signee] Surety