

**Phillips Bonding & Insurance Agency, Inc.**  
**2300 Contra Costa Blvd., Suite 280**  
**Pleasant Hill, CA 94523**  
**Ph: 925.687.4400**  
**Fx: 925.687.4040**

**APPLICATION FOR LOST TRUST DEED/NOTE BOND**

Agency \_\_\_\_\_ Bond No. \_\_\_\_\_

**COMPLETE ALL QUESTIONS**

Applicant \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_ City & State \_\_\_\_\_

Occupation \_\_\_\_\_ Length of Employment \_\_\_\_\_

Name & Address of Obligee \_\_\_\_\_

Amount of Bond \$ \_\_\_\_\_ Effective Date \_\_\_\_\_

Date of Note \_\_\_\_\_ Principal Note Amount \$ \_\_\_\_\_ Date Note was paid off \_\_\_\_\_

Name & Address of Maker (Trustor) \_\_\_\_\_

Name & Address of Payee (Beneficiary) \_\_\_\_\_

Name & Address of Trustee \_\_\_\_\_

Has Applicant ever:

Declared Bankruptcy? Yes  No  Had Prior/Pending Tax Liens? Yes  No  Had any Prior/Pending Lawsuits? Yes  No

(If you answered Yes to any of the above questions, attach an explanation)

*Please Provide the following additional information:*

- 1. A copy of the Preliminary Title Report on the property.*
- 2 A copy of the Note (if available)*
- 3. A personal financial statement if the bond amount is over \$50,000.*

**DESCRIBE HOW AND WHEN THE NOTE/DEED WAS LOST OR DESTROYED:**

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**IMPORTANT: IF YOU ARE UNABLE TO PROVIDE DOCUMENTATION THAT THE NOTE WAS PAID OFF, THE FOLLOWING DECLARATION MUST BE COMPLETED, SIGNED, AND NOTARIZED.**

**DECLARATION**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

That a certain note dated \_\_\_\_\_ executed by \_\_\_\_\_ favor of \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ 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 \_\_\_\_\_ 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 No. \_\_\_\_\_ Page \_\_\_\_\_ of official records.

By: \_\_\_\_\_  
(Applicant)

By: \_\_\_\_\_  
(Applicant)

**INDEMNITY AGREEMENT**

The undersigned Applicant and Indemnitor(s) all hereinafter called the Indemnitor(s) hereby certify that the foregoing declarations made and answers given, are the truth without reservation, and are made for the purpose of inducing the Surety, to become Surety on a certain bond or undertaking applied for and any renewal and increase of the same or of any bond or undertaking of similar nature given in substitution or renewal thereof (all comprehended in the word "bond" or "undertaking" as herein used), and in consideration of the Surety executing said bond or undertaking do undertake and agree as follows:

- (1) To hereby authorize the Surety to access their credit records and to make such pertinent inquiry as may be necessary from financial institutions, credit reporting services, persons, firms and corporations in order to confirm and verify information referred to or listed herein;
- (2) To pay to the Surety the agreed premium upon execution of the Bond(s) and annually in advance thereafter;
- (3) To furnish the Surety with satisfactory and conclusive termination evidence that there is no further liability on the Bond(s);
- (4) To perform all the conditions of said Bond(s) and will indemnify and save the Surety harmless from all demands, losses, costs, damages and expenses, including attorney's fees and costs deemed necessary by the Surety, which Surety may sustain or incur by reason of the issuance of such Bond(s), or obtaining a release of or evidence of termination under such Bond(s);
- (5) To deposit with Surety on demand an amount sufficient to discharge any claim made or that could be made against the Surety on said Bond(s), whether or not any such claim has been asserted. This sum may be used by Surety to pay any such claim or be held by Surety as collateral against loss or cost on said Bond(s);
- (6) That the Surety shall have the exclusive right to adjust, settle or compromise any claim under such Bond(s);
- (7) That the voucher or other evidence showing payment made by the Surety by reason of such Bond(s) or any renewal, extension or substitution thereof shall be conclusive and in any event prima facie evidence of such payment and the propriety thereof and of the liability of the Undersigned therefore to the Surety;
- (8) The Undersigned further agrees to reimburse the Surety for all expenses, attorney fees and costs incurred by the Surety in enforcing any provision of this Agreement: and
- (9) In the event the Surety procures the execution of the Bonds by other sureties, or executes the Bonds with co-sureties, or reinsures any portion of said Bonds with reinsuring sureties, then all the terms and conditions of this Agreement shall inure to the benefit of such other sureties, co-sureties and reinsuring sureties, as their interests may appear.
- (10) The Undersigned agree that this document and any and all bonds issued by the Surety will be subject to the terms of the Uniform Electronic Transactions Act ("UETA"), to the extent that the UETA has been adopted by the State legislature in the relevant jurisdiction, and any and all substantially similar federal or state legislation designed to regulate electronic commerce.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

Applicant and Indemnitors sign below:

Print Applicant Name (Exactly as it is to appear on Bond): \_\_\_\_\_

Soc. Sec. # or Fed. Tax ID# \_\_\_\_\_ Driver's Lic. # \_\_\_\_\_

By: \_\_\_\_\_  
Signature and Title of Authorized Representative

Soc. Sec. # \_\_\_\_\_ Driver's Lic. # \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Individual Indemnitor

\_\_\_\_\_  
Home Address

Soc. Sec. # \_\_\_\_\_ Driver's Lic. # \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Individual Indemnitor

\_\_\_\_\_  
Home Address

IMPORTANT: S.S. # AND D.L. # MUST BE INCLUDED