



NC Commissioner of Banks

Location: 316 W. Edenton Street, Raleigh, NC 27603

Mail Address: 4309 Mail Service Center, Raleigh, NC 27699-4309

Telephone: 919/733-0589 Fax: 919/733-2978 Internet: www.nccob.org

BOND AMOUNT \$ _____ **BOND NO.** _____

SURETY BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT _____

_____, in the City of _____

County of _____, State of _____

(hereinafter referred to as "Principal") and _____

(hereinafter referred to as "Surety") having its principal place of business in the City of

_____, County of _____,

State of _____, and duly authorized to do business in the State of

North Carolina as Surety, are firmly bound unto the Commissioner of Banks for the State of North

Carolina (hereinafter referred to as "Commissioner") in the principal sum of one hundred thousand

dollars (\$100,000) payable to the Commissioner for the payment of which we bind ourselves, our

heirs, executors, successors, and assigns jointly and severally, by the terms hereof:

WITNESSETH THAT:

WHEREAS, Principal has applied for authorization to make reverse mortgage loans or desires to maintain such authorization under the provisions of the Reverse Mortgage Act (hereinafter referred to as the "Act"), codified at Article 21, Chapter 53 of the North Carolina General Statutes, (N.C. Gen. Stat. §53-255 *et seq.*) and

WHEREAS, Administrative Rules adopted under the Act and codified at Title 4, Subchapter 3K of the North Carolina Administrative Code, (4 NCAC 3K .0101 *et seq.*) require the applicant/authorized lender to furnish a surety bond as a condition precedent to the issuance of or maintenance of a Certificate of Authority.

NOW THEREFORE, it is agreed as follows:

- 1) The conditions of this obligation are such that if Principal shall strictly comply with the provisions of the Act and all rules duly adopted thereunder, and shall pay and satisfy all loss, damage and liability suffered by or owing to the State of North Carolina or any person dealing with Principal on account of its violations of any such laws and rules, then this obligation will be void, otherwise it will remain in full force and effect.

2) In no event shall the aggregate liability of Surety exceed the principal sum specified herein. This bond shall continue in full force and effect indefinitely. However, Surety shall have the right to terminate its obligation under this bond by written notification of such cancellation by registered or certified mail, with return receipt requested, to Principal and the Commissioner at least ninety (90) days prior to the effective date of such termination. The filing of said notification shall not discharge Surety from any liability already accrued under this bond or which shall accrue herein before the effective date of termination or other applicable period. Surety shall remain liable for obligations arising during the term of this bond and prior to the date of cancellation.

IN WITNESS, whereof, Principal had duly executed this bond and Surety agrees to be bound by the terms hereof as of the ____ day of _____, 20 ____ .

ATTEST: _____

Principal – Print Name

By: _____
Signature

Title _____

ATTEST: _____

Surety – Print Name

By: _____

TITLE _____

Persons executing for Surety,
other than corporate officers,
Must attach Power of Attorney
Authorizing them to execute
bonds for Surety.

NAME, ADDRESS AND TELEPHONE NUMBER OF PERSON WITH SURETY TO BE CONTACTED IN THE EVENT A CLAIM MUST BE FILED:

Name: _____ Title: _____

Address: _____

City: _____ State: _____

Zip: _____ Telephone: (____) _____