

Bond No. _____

BOND

KNOW ALL MEN BY THESE PRESENTS, That

(Name and Business Address of Licensee)

of the City of _____, County of _____,

State of _____, as principal

("Principal"), and _____
(Name of Surety)

of the City of _____, County of _____,

State of _____, as surety ("Surety"), are held and firmly bound unto the Commonwealth of Pennsylvania for the use of the Department of Banking ("Department") to enforce chapters one (1) and three (3) of the Mortgage Bankers and Brokers and Consumer Equity Protection Act, Act of June 25, 2001 (Act No. 55 of 2001), 63 P.S. § 456.101 – 318, as amended (amending the act formerly known as the Mortgage Bankers and Brokers Act, Act of December 22, 1989 (P.L. 687, No. 90), as amended) (hereinafter, "Act"), and which is hereby incorporated by reference into this bond, and to recover any money owed to the Department by the Principal for any reason, and also for the use of any person or persons against the Principal to recover any money owed by the Principal to any such person or persons for the Principal's failure to carry out the terms of any provision for which advance fees are paid, in the penal sum of One Hundred Thousand Dollars (\$100,000), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the aforesaid Principal has applied for a license as a mortgage broker under the provisions of the Act or has applied to renew a license as a mortgage broker under the provisions of the Act or is currently licensed as a mortgage broker under the provisions of the Act but is required to obtain a new bond under the provisions of the Act and,

WHEREAS, the Act provides, and includes as a precedent to the issuance of a license, that an applicant shall obtain and maintain a penal bond in the amount of \$100,000 in a form acceptable to the Department from a surety company authorized to do business in Pennsylvania prior to the issuance of a license as a mortgage broker.

1. Condition.

NOW, THEREFORE, the condition of the foregoing obligation is such that if the Principal complies with and abides by the provisions of the Act and the rules, regulations and orders promulgated or issued by the Department pursuant to the Act and if the Principal does not commit any act or does not fail to commit any act or if circumstances do not exist pursuant to which the Department may suspend, revoke or refuse to renew Principal's license and if the Principal pays to the Department any money that may become due from the Principal to the Department and if the Principal pays to any person any advance fee that may become due from

the Principal to any such person for the Principal's failure to carry out the terms of any provision for which such person paid an advance fee to the Principal, then this obligation will be void; otherwise it will remain in full force and effect.

2. Penal Bond; Forfeiture; Procedures

This bond shall be a penal bond insofar as it is used by the Department to enforce the Act. If the Department finds that the Principal has violated any provision of the Act or any rule, regulation or order promulgated or issued by the Department pursuant to the Act or if the Department finds that the Principal has committed any act or failed to commit any act or if circumstances exist pursuant to which the Department may suspend, revoke or refuse to renew Principal's license, and if the Department also finds that, as a result of one or more of any such violations, acts, failures to commit any acts, and/or circumstances, one or more consumers have been financially harmed in any way in the amount of \$30,000 or more, then the Department may forfeit such amount of this bond as it determines is appropriate, up to and including the full penal sum of \$100,000. Once an order from the Department forfeiting this bond has become final, any person may seek payment from the proceeds of this bond in the custody of the Department for advance fees and costs by filing a petition with the Department pursuant to 1 Pa. Code § 35.17. The Department shall adjudicate such person's claim pursuant to the General Rules of Administrative Practice and Procedure, 1 Pa. Code § 31.1 et seq. ("GRAPP"). The Department may also pay itself for any amount due to it under the Act, including, but not limited to, any fines, examination fees, or any expenses incurred in connection with this bond. If, at any time, the Department is of the opinion that all actual or potential claims on this bond might exceed the \$100,000 amount of this bond, then the Department may withhold payment on this Bond pursuant to this paragraph until the Department has adjudicated all likely potential claims on this bond and such adjudications have become final. If the aggregate dollar amount of all claims that have been adjudicated by the Department pursuant to this paragraph and that have become final reaches or exceeds \$80,000, then the Department may pay claimants a pro rata portion of such adjudicated claims and leave the remaining amount of the proceeds of this bond for payment to future claimants who are unknown to the Department. The Department may solicit potential claimants on this bond by advertisement or any other means that the Department deems to be appropriate. After such time as the Department deems reasonable, and after the Department has taken the steps it deems appropriate to solicit all potential claimants on this bond pursuant to this paragraph, and if any amount of the proceeds of this bond remains available for payment, then the Department may pay to any person to whom the Department paid a pro rata portion of their bond claim the full amount of such claim. If the Department made no such pro rata payments, or if the Department determines that all likely potential bond claimants have received an opportunity for payment from the bond proceeds pursuant to this paragraph, then the Department may transfer, handle or otherwise dispose of any remaining bond proceeds in accordance with applicable law.

3. Actions on Bonds for Aggrieved Persons; Formal Administrative Complaints in Alternative

In the absence of any proceedings to forfeit this bond or in the absence of a final order forfeiting this bond, if any person shall be aggrieved by the Principal's failure to carry out the terms of any provision for which advance fees are paid, such person may maintain an action upon this bond in any court or district justice having jurisdiction for the amount claimed plus costs, provided the Department assents thereto in writing. In the alternative to maintaining an action on this bond as provided for in the prior sentence, and in the absence of any proceedings to forfeit this bond and in the absence of a final order forfeiting this bond, any person aggrieved by the Principal's failure to carry out the terms of any provision for which advance fees are paid may file with the Department a formal complaint pursuant to 1 Pa. Code § 35.9 to claim advance fees and

costs from this bond. The Department shall adjudicate the formal complaint using the procedures provided in the GRAPP and thereby determine what payment, if any, Surety shall pay to the claimant. The Surety shall be bound by, and shall pay to such aggrieved person, the amount adjudicated by the Department. In determining whether to assent to or adjudicate any payment on this bond pursuant to this paragraph, the Department may assent to or adjudicate a pro rata or other payment on this bond pursuant to the methods and procedures provided for in paragraph number two (2) of this bond concerning forfeiture.

4. Claims filed with Surety by Aggrieved Persons; Procedure Thereafter

In the alternative to the procedures in paragraph three (3) of this bond, and in the absence of any proceedings to forfeit this bond or in the absence of a final order forfeiting this bond, any person aggrieved by the Principal's failure to carry out the terms of any provision for which advance fees are paid may file a claim with Surety for payment of advance fees lost and costs incurred as a result of the Principal's aforementioned failure, provided the Department assents thereto in writing. Within thirty (30) days of the date that an aggrieved person files a claim with Surety pursuant to this paragraph, Surety shall decide whether or not to dispute such a claim. If Surety does not dispute a claim filed with it pursuant to this paragraph, then Surety shall pay such claim within thirty (30) days of the date that such claim was filed with Surety. If Surety disputes any claim filed with it pursuant to this paragraph, then Surety shall give written notice of such dispute to the person filing such claim within thirty (30) days of the date such claim was filed with Surety. If Surety disputes any claim filed with it by an aggrieved person pursuant to this paragraph or Surety denies or refuses to pay or fails to pay any such claim for any reason within thirty (30) days such claim was filed with Surety, then the aggrieved person who filed such claim may claim on this bond pursuant to any or all of the other procedures provided this bond.

5. Payment to Department Other than When Bond Forfeited

In the absence of any proceedings to forfeit this bond or in the absence of a final order forfeiting this bond, if the Department is aggrieved by the Principal's failure to pay any money that may become due under the Act from the Principal to the Department, then the Department may file a claim with Surety for payment of any money owed to the Department. If Surety refuses or fails to pay the amount claimed by the Department, then the Department may use any and all lawful means to collect the money owed to it, including, but not limited to, instituting any kind of action at law or in equity with an appropriate court or district justice.

6. Events Not Affecting Bond Liability

The Principal and Surety agree that their liability hereunder shall not be impaired or affected by (1) any renewal or extension of the time for the performance of any of the provisions, conditions or obligations upon which this bond is based; or (2) any forbearance or delay in forfeiting this bond or in adjudicating any formal complaint or petition filed with the Department concerning this bond or in determining liability to the Department on this bond or in enforcing payment on this bond or in taking any other act or making any other decision or doing any other thing as provided in this bond and/or in the Act.

7. Remedies

Nothing herein shall limit or preclude the Department from seeking any remedy, in addition to the forfeiture of this bond or payment from this bond, which may be authorized or provided by any law.

8. Duration of Liability

This bond shall continue in full force and effect indefinitely, subject, however, to cancellation. If the Surety herein shall so elect, this bond may be cancelled at any time by the Surety by filing with the Secretary of Banking of the Commonwealth of Pennsylvania a thirty-day (30) written notice of such cancellation, but said Surety so filing said notice shall not be discharged from any liability for, and shall remain liable for, any and all of Principal's actions or conduct or any transactions engaged in or participated in by Principal pursuant to the mortgage broker's license issued to Principal under the Act or all transactions associated with the brokering of loans pursuant to the mortgage broker's license issued to Principal under the Act, during the term of this bond and prior to the effective date of cancellation of this bond. The effective date of cancellation of this bond is thirty (30) days after written notice of cancellation is received by the Secretary of Banking of the Commonwealth of Pennsylvania. The effective date on which this bond will enter into full force and effect is stated below.

9. Amount of Liability

Regardless of the number of years this bond remains in force, the aggregate liability of the Surety hereunder for any and all claims or adjudications or determinations or judgments to one or more claimants in no event shall exceed the full penal sum hereof which is \$100,000.

10. Payment

Principal and Surety agree that full payment shall be made under this bond for any sum or sums of money due hereunder within 30 days of receipt of the Department's order of forfeiture or adjudication ordering payment or determination that the Department is owed any sum or sums of money hereunder or within thirty days of the date a claim was filed by an aggrieved person with Surety pursuant to paragraph four (4) of this bond if Surety decides not to dispute such a claim, as the case may be. Payment ordered by a court or district justice shall be made by Principal and/or Surety within thirty (30) days of a final order entered by such court or district justice, unless a different deadline is set by such court or district justice. Principal and Surety agree that time is of the essence.

11. References to Statutes and Regulations

Any reference in this bond to any statute or regulation, including, but not limited to, the Act and the GRAPP, include the statute or regulation in force at the time this bond is executed as well as any subsequent amendments, alterations or replacements of such statute or regulation.

12. Disclosure

Principal and Surety agree that the Department may publish, divulge or otherwise disclose to any person or government entity this bond, the contents of this bond, and any information or material related to this bond, including, but not limited to, pleadings, other submissions and orders related to any administrative proceedings, when such publication, divulgement or disclosure is related to an administrative, judicial or other legal proceeding concerning this bond or any claim concerning this bond. Principal and Surety agree that the Department, in its sole discretion, may redact or otherwise limit any of the aforementioned documents or information as the Department deems appropriate.

13. Original Bond

Once this bond has been fully executed, the original bond shall be filed with the Department and the Principal, Surety and any other person or government entity may be provided with copies thereof upon request at the discretion of the Department.

In Witness Whereof, the Principal and the Surety have hereunto set their hands and seals, intending to be legally bound hereby, as of the last date indicated below.

Signed this _____ day of _____, 20_____, to be

effective and in full force and effect on the _____ day of _____, 20_____.

NAME OF PRINCIPAL

Signed, sealed and delivered
in the presence of:

Attest: _____
(Print/Type Name)

By: _____
(Print/Type Name)

(Signature of Person Identified Above)

(Title of Person Named Above)

(Signature of Person Identified Above)

Affix Corp.
Seal Here

NAME OF SURETY

By: _____
(Print/Type Name of Attorney in Fact for Surety)

(seal) _____
(Signature of Attorney in Fact for Surety)

(Address of Surety)

(Address of Surety)

Affix Corporate
Seal Here

Please attach to this bond proof of appointment as attorney in fact and proof that Surety is authorized to do business in Pennsylvania.

Name of Insurance/Bonding Agent: _____

Address of Insurance/Bonding Agent: _____

Telephone Number of Insurance/Bonding Agent: _____

NAME, ADDRESS, AND TELEPHONE NUMBER OF WHERE A CLAIM ON THIS BOND MAY BE FILED WITH SURETY:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

NAME, ADDRESS, AND TELEPHONE NUMBER OF PRINCIPAL FOR PURPOSES OF DEALINGS RELATED TO THIS BOND:

Name _____

Title: _____

Address _____

Telephone Number: _____

I hereby approve the foregoing bond.

FOR THE COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF BANKING, BUREAU OF
LICENSING, COMPLIANCE AND CONSUMER
SERVICES

(Date)

Type Name Here

Type Title Here

Type Title Here

Signature of Person Identified Above

Affix Dept.
Seal Here

Pre-approved by the Office of General Counsel on June 5, 2002.

Pre-approved by the Office of Attorney General on June 26, 2002, Contract Form Approval 3-K-101.