

State of Kansas
OFFICE OF THE STATE BANK COMMISSIONER
700 SW Jackson St., Suite 300
Topeka, Kansas 66603
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 "the OSBC") in the penal sum of \$ _____ for the use of the OSBC for the recovery of expenses, fines, and fees levied by the OSBC, and for any and all expenses, fines, and fees that become lawfully due pursuant to a final judgment or order and that are not promptly paid by the Principal, and for 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 Uniform Consumer Credit Code, K.S.A. 16a-1-101 et seq. and amendments thereto, and/or the Kansas Mortgage Business Act, K.S.A. 9-2201 et seq. and amendments thereto, or any rule or regulation lawfully adopted under said Act and /or Code, 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 conditions of this bond are such that if the above bonded Principal and agents will faithfully conform to and abide by the provisions of all applicable law, including applicable provisions of the Uniform Consumer Credit Code and/or the Kansas Mortgage Business Act, as well as any rules and regulations lawfully adopted thereunder, and shall pay any and all amounts which become due or owed thereunder, then this obligation is null and void, but otherwise to remain in full force and effect,

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, and

FURTHER PROVIDED that this bond shall remain effective continuously until released by the OSBC. 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 no liability incurred while said bond is in force and prior to said effective date of termination or reduction of liability shall be released or reduced by giving such notice, and

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 _____, 200__.

[CORPORATE SEAL]
(If Any)

LICENSEE:

(Licensee's Name)

(Signature)

(Print Signature Name)

(Title) (Date)

Surety Must Attach Power of Attorney

[SURETYSEAL]

(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:

