**COMMONWEALTH OF KENTUCKY**
**DEPARTMENT OF FINANCIAL INSTITUTIONS**

**SURETY BOND FOR MORTGAGE LOAN COMPANY**

**KNOW ALL MEN BY THESE PRESENTS:**

**that _____, as Principal, of _____**
**(Applicants' Official Name) (Applicants' Address)**

**_____, City of _____, County of _____,**

**State of _____, and _____ as Surety, a corporation incorporated under the laws of _____, and licensed to transact business in the State of Kentucky, are held and firmly bound unto the Commissioner, Department of Financial Institutions, Commonwealth of Kentucky, for the use and benefit of any person, as the term is defined in KRS 286.8-010, as Obligee, in the penal sum of two hundred and fifty thousand dollars ($250,000), the payment of which Principal and Surety jointly and severally bind themselves, their successors, assigns, heirs, and legal representatives.**

**This obligation is being entered into because the Principal has made or is about to make application to the Department of Financial Institutions, Commonwealth of Kentucky for a license to do business as a mortgage loan company in Kentucky pursuant to the provisions of KRS Chapter 286.8, the Mortgage Loan Company and Mortgage Loan Broker Act, as amended, and any regulations promulgated thereunder.**

**SECTION ONE**
**CONDITION OF OBLIGATION**

**A. If Principal fully complies with the provisions of KRS Chapter 286.8 and with all regulations and orders promulgated thereunder, or if Principal fully satisfies and discharges any judgment or decree rendered against Principal by a court of competent jurisdiction in a suit brought by any aggrieved person in which it is found that Principal violated a provision of KRS Chapter 286.8, then this obligation shall be null and void, otherwise the obligation shall remain in full force and effect.**

**B. In order for liability to attach to Surety, a suit or action to enforce any liability on this bond must be brought within three (3) years from the date of the act upon which the suit or action is based.**

**SECTION TWO**
**DURATION**

**This obligation shall run continuously and shall remain in full force and effect until and unless the bond is terminated and canceled as provided herein or as otherwise provided by law.**

**SECTION THREE**
**TERMINATION**

**Surety may terminate its obligation hereunder by giving thirty (30) days written notice to Obligee and to Principal, but such notice shall not affect this agreement with respect to any obligation which may have arisen prior to the receipt of such notice by Obligee.**

**SECTION FOUR**
**EXTENT OF LIABILITY**

**The maximum amount of liability of surety by virtue of this obligation shall be no more than the penal sum specified in this obligation of two hundred and fifty thousand dollars ($250,000).**

**SECTION FIVE**
**RECOVERY OF ATTORNEYS' FEES**

**If any proceedings are brought to enforce the obligations agreed to herein, such reasonable attorneys' fees as the court may award shall be allowed to Obligee.**

**IN WITNESS WHEREOF, Principal and Surety have executed this bond at _____ _____, (place of execution) on this _____ day of _____, _____.**

_____
**Name of Principal**

**BY:**_____
**Name and Title**

_____
**(SEAL)** **Name of Surety**

_____

_____
**Address of Surety**

**BY:**_____
**Name and Title**
**(If Attorney-In-Fact, must attach valid Power of Attorney from Surety)**

**STATE OF _____**
**COUNTY OF _____**

**Subscribed, acknowledged, and sworn to before me by _____and _____this _____day of _____, _____.**

_____
**NORTARY PUBLIC - STATE AT LARGE**

**My Commission Expires: _____**

**Updated 8/08**