

BOND FOR LOST TRUST DEED
NOTE AND/OR LOST DEED OF TRUST

Bond

KNOW ALL BY THESE PRESENTS, That _____

(hereinafter referred to as Principal),

as Principal, residing at _____,

and the _____,

a corporation organized and existing under the laws of the State of _____ and duly authorized to transact the business of indemnity or suretyship in the State of _____

as Surety, are held and firmly bound unto _____

Trustee or Obligor in the penal sum of _____

_____ Dollars (\$ _____)

lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That WHEREAS, on _____ day

of _____, _____, _____,

executed _____ certain promissory note _____ in principal sum of _____

_____ Dollars (\$ _____)

payable to the order of _____

with interest as in said note _____ provided, the payment of said note _____ being secured by Deed of Trust of even date

therewith, executed by said _____

_____ to _____,

As Trustee upon certain real property therein described, said Deed of Trust having been filed on _____

_____ and recorded in Book _____, Page _____ of

Official Records, County of _____, State of _____, to

which record, reference is hereby made; and

WHEREAS, said Principal has delivered or caused to be delivered to said Trustee and Obligor a request that it as such Trustee, and pursuant to the provisions of said Deed of Trust, reconvey the property then held thereunder, and has represented to said Trustee that all indebtedness secured by said Deed of Trust, has been fully paid; and

WHEREAS, said Trustee has refused to reconvey said property for the reason that said Promissory Note _____ and/or Deed of Trust have not been surrendered to said Trustee in accordance with the provisions of said deed; and

WHEREAS, said Principal represents that said Note _____ and/or Deed of Trust and any other evidence of indebtedness secured by said Deed of Trust have been lost, destroyed, mislaid, or stolen, and therefore cannot, in accordance with the requirements of said Deed, be surrendered to said Trustee, and further represents that same have not been endorsed, assigned, transferred, pledged, or hypothecated, but the Principal remains the legal and rightful owner of the indebtedness and obligations secured by said Deed of Trust.

Bond

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE, That if the Principal, the heirs legal representatives, successors or assigns, or any of them, shall in case the said mislaid, lost, stolen, or destroyed Security be found or come into the hands or under the control of Principal, deliver or cause same to be delivered unto the Obligee for retention and cancellation, and shall also at all times defend, indemnify and save harmless the Obligee, from and against any and all claims, actions and suits, whether groundless or otherwise, and from and against any and all liabilities losses, damages, costs, charges, counsel fees and other expenses of every nature and character arising out of or in any way connected with this misplacement, loss, theft, or destruction of the Security, or the issuance by Obligee of a Full Reconveyance without the surrender of said Security, whether or not caused by, based upon or arising out of inadvertence, accident, oversight or neglect on the part of the Obligee, or its officers, agents or employees and/or omission or failure to inquire into, contest or litigate, the right of any person to receive any payment, credit, assignment, transfer, reimbursement, registration, exchange or delivery in respect of said Security, and/or caused by, based upon or arising out of any other matter or thing whatsoever, then this obligation shall be void; otherwise it shall remain in full force and effect.

THIS INDEMNITY SHALL BE UNLIMITED as to time and shall bind Principal and Surety, their respective heirs, legal representatives, successors or assigns and inure to the benefit of the Obligee, its successors and assigns.

WITNESS OUR HANDS and seal this _____ day of _____, _____.

THIS FILE IS FOR USE BY BONDING SOLUTIONS & ALL SURETY BONDS.COM, IT'S CLIENTS AND AFFILIATES. PLEASE CALL (877) 841-6745 TO REMOVE THIS WATERMARK.

Principal

Principal

By _____

Attorney-in-Fact

ACKNOWLEDGMENT BY SURETY

STATE OF CALIFORNIA

County of _____

On _____ before me, (here inset name and title of the officer), personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgment to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

INDIVIDUAL ACKNOWLEDGMENT: (To be Used by Persons Who Sign as an Individual.)

STATE OF _____ }
County of _____ } ss

On this _____ day of _____, in the year _____, before me

personally appeared _____,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he (she or they) executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year first above written.

My Commission expires _____

Notary Public, residing at _____