



In CA Lic 0e52066

How to return Your Application

(Service available in 49 States)

Electronic Signatures are Available for Most Applications - email us to request one: helpdesk@stratumins.com

PLEASE MAIL, FAX, OR EMAIL YOUR COMPLETED APPLICATION TO:

Stratum Insurance Agency LLC

PHONE: 949-270-0609

FAX: 949-270-0608

Email: BONDS@STRATUMINSURANCE.COM

Mailing Address:

Stratum Insurance Agency LLC
PO Box 273
Corona del Mar, CA 92625

No coverage is issued or bound without a confirmation in writing from Stratum Insurance Agency LLC.

CA LIC 0e52066

Lost Trust Deed/Note Bond Application

BOND INFORMATION	Type of Bond: <input type="checkbox"/> Lost Trust Deed <input type="checkbox"/> Lost Trust Deed Note <input type="checkbox"/> Both <input type="checkbox"/> In Lieu of Request For Reconveyance			
To Whom is Bond Given (Obligee)				
Amount of Bond			Effective Date of Bond	
UNDERWRITING INFORMATION	Date of Note			Principal Amount
Name of Maker (Trustor)				
Name of Payee (Beneficiary)				
Name of Trustee				
Attach Copy of Preliminary Title Report Recording Data: Deed of Trust Was Filed as Instrument Number _____ On _____				
And Recorded in Book N. _____, Page _____ of Official Records of _____ County, California				
PERSONAL INFORMATION	Individual's Name		Social Security No.	Date of Birth
Spouse's Name			Social Security No.	Date of Birth
Spouse's Employer		Employer Phone No.	Length of Employment	Monthly Income
Residence Address		City	State	Zip
Residence Phone No.		How long at residence? Yrs./Mos.		
Previous Residence Address		City	State	Zip
How long at previous residence? Yrs./Mos.				
<input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Apt <input type="checkbox"/> Buying	<input type="checkbox"/> House	Monthly Payment	Residence Mortgage Holder	Purchase Date
		Purchase Price	Current Mkt. Value	Loan Balance(s)
Ever declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No		Pending or Prior IRS Liens? <input type="checkbox"/> Yes <input type="checkbox"/> No		Any lawsuits pending against you? <input type="checkbox"/> Yes <input type="checkbox"/> No
Ever Failed in Business? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Branch of Personal Bank Account		Phone No.	Checking Acct. No.	Balance: _____
		Savings Acct. No.	Balance: _____	
Nearest Relative/Relationship		Address	City	State
			Zip Code	Phone No.
Has applicant, or have any of its principals, ever failed in business, compromised with creditors, been the subject of bankruptcy or surety claims proceedings, or had an application for a bond declined? <input type="checkbox"/> Yes <input type="checkbox"/> No (if YES, attach a full explanation)				
AGENT/BROKER INFORMATION	Agent/Broker Name Stratum Insurance Agency LLC		Code 74011	Phone No. 949-270-0608
		Fax No. 949-270-0608		
Address bonds@stratuminsurance.com PO Box 273		City CORONA DEL MAR		State CA
		Zip 92625		
<input type="checkbox"/> A copy of the Preliminary Title Report must accompany this application. <input type="checkbox"/> A notarized affidavit explaining the circumstance of the loss of the trust deed/note must be included. <input type="checkbox"/> A financial statement must be submitted with this Application if the bond is \$25,000 or more.				

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false, incomplete, or misleading information, or conceals information concerning any material fact thereto, commits a fraudulent insurance act, which is a crime punishable by incarceration, and shall also be subject to civil penalties.

Indemnification Agreement (Multiple Indemnitors)

IMPORTANT! Signature Instructions - The individual who completes this form must also sign the indemnity agreement below. If married, spouse must also sign; however, no missing signature shall invalidate this agreement. **Sole Proprietorship** - Owner must sign below. If married, spouse must also sign. **Partnership** - Partners are signing as authorized agents of the partnership and as individually liable indemnitors. If married, spouse must also sign. **Corporation or LLC** - If corporate officer or LLC member or manager signs indicating his or her LLC capacity, it is nonetheless specifically understood that such individual is signing in his or her corporate or LLC capacity and as an individually liable indemnitor. If married, spouse must also sign.

I request that **any Surety or Insurance Company** (hereinafter "Surety") execute a Bond and consider executing future Bonds for (Company Name) _____ ("Principal"). I authorize Surety

or its agents to investigate my credit and Principal's credit, now and at any time in the future, with any creditor, supplier, customer, financial institution, or other person or entity. Authorization is hereby granted to any of the aforementioned, now and at any time in the future, to release information to Surety pertaining to credit. I make the following promises so that Surety will execute a Bond and consider executing future Bonds:

1. I agree that the following definitions apply: (a) Bond means (i) any surety bond, undertaking, or other express or implied obligation of guaranty or suretyship, signed or committed to by SURETY at the request of Principal, or any of the indemnitors (regardless of what business entity is named on the Bond), on, before, or after the date of this agreement pursuant to which SURETY is or maybe made liable for Loss, whether or not Principal is also liable; and (ii) all riders, endorsements, continuations, renewals, substitutions, modifications, extensions, replacements and reinstatements thereto; and changes in the penal sum thereto; and (b) Loss means any payment or expense either incurred or anticipated by SURETY in connection with any Bond or this agreement, including but not limited to: payment of bond proceeds or any other expense in connection with claims, potential claims, or demands; penalties; interest; court costs; collection agency fees; costs related to taking, protecting, administering, realizing upon, or releasing collateral; and attorneys' fees (including but not limited to those incurred in defense of bond claims or pursuing any rights of indemnification or subrogation and in obtaining and enforcing any judgment arising from those rights).
2. I, individually, and jointly and severally with Principal and all other indemnitors, agree to hold SURETY harmless from all Loss and to pay back or reimburse SURETY for all Loss.
3. I agree to provide adequate collateral to SURETY in the event that SURETY is required or deems it necessary to establish a reserve for Loss for any Bond. The reserve for Loss may vary from time to time as SURETY deems necessary to protect itself from Loss. Cash collateral equal to the reserve for Loss shall be adequate. Other collateral shall be adequate if the net equity value of the collateral is equal to 166% of the reserve for Loss and the collateral is otherwise acceptable to SURETY. SURETY may insist upon cash collateral. Collateral may be held by SURETY until SURETY has determined it is no longer exposed to Loss as a matter of law, and SURETY may retain or sell collateral to reimburse itself for Loss. Specific performance of this paragraph shall be a remedy available to SURETY, and all procedures for executing on judgments may be used to enforce SURETY's decree(s) of specific performance. In the event that SURETY suffers a Loss, prior to being provided with collateral, SURETY may enforce any decree of specific performance, up to the amount of such decree, as a money judgment (in addition to any other judgments) to reimburse itself for such Loss without further notice or motion.
4. I agree to pay to SURETY each annual premium due according to the rates in effect when each payment is due. I agree that premium for a Bond is fully earned upon execution of a Bond and is not refundable.
5. I agree that a facsimile copy of this agreement shall be considered an original and shall be admissible in a court of law to the same extent as the original agreement.
6. I agree that SURETY may obtain a release from its obligations as surety on a Bond whenever any such release is authorized by law.
7. Unless a Bond specifically states (i) that it cannot be cancelled, or (ii) the manner in which notice of cancellation must be given, SURETY may cancel a Bond by mailing a notice of cancellation in the regular U.S. Mails to the obligee and to Principal, or Principal's representative, at the latest address provided to SURETY, and I agree to accept service of notice in such manner. I designate my insurance agent as my representative and Principal's representative for such service. Unless a Bond, statute or lawful governmental regulation specifically provides otherwise, cancellation shall be effective 30 days after SURETY deposits the requisite notice of cancellation in the U.S. Mails. I WAIVE ANY CLAIM AGAINST SURETY FOR DAMAGES which I may suffer as a result of cancellation of a Bond or any release from any obligation of SURETY on any Bond.
8. I agree that SURETY has the exclusive right to decide whether to pay, compromise, defend, or appeal any claim against a Bond.
9. I agree that I CANNOT TERMINATE my LIABILITY to SURETY created by this agreement except by sending written notice of intent to terminate to SURETY. Written notice to terminate shall be sent to SURETY at its home office, 9025 N. Lindbergh Dr., P.O. Box 3967, Peoria, IL 61612-3967. I AGREE that the termination will be effective thirty working days after actual receipt of such notice by SURETY, but only for Bonds signed or committed to by SURETY after the effective date. Thus, I agree that I will REMAIN LIABLE to SURETY for LOSS on BONDS SIGNED OR COMMITTED TO BY SURETY PRIOR TO THE EFFECTIVE DATE OF TERMINATION.
10. I agree that SURETY can bring any legal action arising out of or in any way related to any Bond or this agreement in Los Angeles County, California, and that California law shall apply where SURETY makes such election.
11. I agree that SURETY shall have the right to fill in any blanks left herein and to correct any errors made by me in filling in any blanks.
12. I agree that I have READ AND UNDERSTOOD this agreement, that I am signing as a **PERSONAL INDEMNITOR, on behalf of my MARITAL COMMUNITY, and in my CORPORATE, PARTNERSHIP, or LLC CAPACITY, if any. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. No missing signature shall invalidate this agreement.**

Company Name (Printed) _____

Today's Date _____ By: X _____ Title: _____

ALL OWNERS AND/OR STOCKHOLDERS MUST SIGN BELOW AND PROVIDE PERSONAL INDEMNITY

In consideration of the Surety's execution of the Bond(s) applied for by Applicant, the Undersigned, agree(s) to become bound by the terms of the above Indemnity Agreement and become personal indemnitors under this agreement. The Undersigned acknowledges that they have read the Indemnity Agreement and understand that it imposes personal liability on them as well as joint and several liability with the Applicant.

X	X
Indemnitor's Signature	Indemnitor's Signature
X	X
Indemnitor's Signature	Indemnitor's Signature
X	X
Indemnitor's Signature	Indemnitor's Signature
X	X
Indemnitor's Signature	Indemnitor's Signature

Lost Trust Deed/Note Questionnaire

1. Is this a sale (_____) Yes (_____) No
2. If this is a sale, does the applicant own any other real estate or is he/she buying another property, please give explanation and new address:

3. Is the property subject to the trust deed / note being refinanced (_____) Yes (_____) No
 - a. Amount of new loan: _____
 - b. Name of Lender: _____
4. Has the lost trust deed been paid in full (_____) Yes (_____) No
Amount unpaid: _____
5. Has the deed of trust been pledged? (_____) Yes (_____) No
If note was pledged, to whom? _____
6. To whom were the payments made on the note, and/or deed of trust made? Give names and addresses. If other than the original beneficiary, please explain:

7. Please explain the circumstances involving the lost trust deed and/or note:

8. If proof of payment has been lost, please explain the circumstances:

9. Please explain what steps have been taken to locate the beneficiary:

10. **Description of Note:**
Date of Note: _____ Principal Amount: _____
Maker/Trustor: _____
Beneficiary/Payee: _____

Today's Date: _____ This form completed by: _____

This does not need to be completed for a quote.

Lost Trust Deed Note Affidavit

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

The undersigned, being duly sworn, under penalty of perjury deposes and says:

That a certain note dated _____ executed by _____
_____ in favor of _____
_____ in the amount _____
is the one and only note, and that there is no other note outstanding, and that every effort has been made to
contact the beneficiary, and that the note has been paid in full
on _____ date and that _____
is/are the payee(s) on said note. Said note is secured by a Deed of Trust recorded in _____
_____ County on _____ as Instrument No. _____,
Book _____, Page _____ of official records.

That the undersigned further agree(s) to hold _____ **RLI Insurance Company** _____
free and harmless from any loss they sustain by virtue of the foregoing not being true.

Dated this _____ day of _____, _____.

By: _____

By: _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public in and for the State of California, residing
at _____
