

INSTRUCTIONS FOR BONDS OF LOST TRUST DEED/NOTE

- Complete application. Fill in all of the blanks. The application needs to be signed by the vested property owner(s). If the property is vested in a family trust, the Trustee(s) or Successor Trustee(s) sign the application as Trustee and individually. If the vested owner is deceased than the person that is applying for the bond will need to provide documentation to confirm they have the authority to do so. For example, an Administrator/Executor of the estate, would complete the application and provide probate court documents to confirm they are Administrator/Executor of estate and have approval to sell the property.
- Affidavit signed and notarized. PLEASE NOTE WE MUST HAVE AT LEAST AN APPROXIMATE DATE THE NOTE WAS PAID IN FULL.
- Complete Questionnaire
- Proof of payment: Attach all proof of debt payment records for example, canceled checks, payment book, or other means. If payment records unavailable, make sure to explain the reason payment records are not available on #8 on the Questionnaire provided.
- Provide Copy of current preliminary title report. You can contact escrow to obtain this report. Also, report needs to be no more than 6 months old.
- Provide copy of Deed of Trust
- Send Notice to lender at last known address: Part of California civil code 2941-7 requires that the property owner contact the beneficiary in a very specific way. The property owner must send a certified/return receipt notice to the lender (beneficiary) at their last known address (this info obtain from upper left hand corner of the recorded deed of trust). If already sent, please provide a copy of the returned mail.
- The bond amount is double the amount of the note unless advised otherwise.
- The premium charge is 1 ½% of the bond amount with proof of payment and 2% of the bond amount without proof of payment. The minimum premium is \$100.



California Lost Trust Deed/Note Bond Application

BOND INFORMATION	Type of Bond: ☐ Lost Trust Deed ☐ Lost Trust Deed Note ☐ Both ☐ 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.	
	Spouse's Name		Date of Birth	
Spouse's Employer		Employer Phone No.	Length of Employment	
Residence Address		City	State	
Previous Residence Address		City	State	
☐ Own ☐ Rent ☐ Apt ☐ Buying ☐ House		Monthly Payment	Residence Mortgage Holder	
Purchase Date		Purchase Price	Current Mkt. Value	
Ever declared bankruptcy?		Pending or Prior IRS Liens?	Any lawsuits pending against you?	
☐ Yes ☐ No		☐ Yes ☐ No	☐ Yes ☐ No	
Branch of Personal Bank Account		Phone No.	Checking Acct. No.	
Nearest Relative/Relationship		Address	City	
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?		State	Zip Code	
☐ Yes ☐ No (if YES, attach a full explanation)		Phone No.		
AGENT/BROKER INFORMATION	Agent/Broker Name		Code	
	Address		Phone No.	
City		State	Fax No.	
Zip				
☐ A copy of the Preliminary Title Report must accompany this application. ☐ A notarized affidavit explaining the circumstance of the loss of the trust deed/note must be included. ☐ A financial statement must be submitted with this Application if the bond is \$50,000 or more.				



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 RLI Insurance Company and/or RLI Indemnity Company and/or Contractors Bonding and 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:

- 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).
- 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.
- 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.
- 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.
- 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.
- I agree that SURETY may obtain a release from its obligations as surety on a Bond whenever any such release is authorized by law.
- 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.
- I agree that SURETY has the exclusive right to decide whether to pay, compromise, defend, or appeal any claim against a Bond.
- 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.
- 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.
- 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.
- 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.

Signed this _____ day of _____, _____.

X

Indemnitor's Signature

Indemnitor's Name (Print)

X

Indemnitor's Signature

Indemnitor's Name (Print)

X

Indemnitor's Signature

Indemnitor's Name (Print)

X

Indemnitor's Signature

Indemnitor's Name (Print)

X

Indemnitor's Signature

Indemnitor's Name (Print)

X

Indemnitor's Signature

Indemnitor's Name (Print)



RLI Insurance Company
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-683-1610

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: _____



RLI Insurance Company
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-683-1610

Lost Trust Deed Note Affidavit

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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 _____



RLI Insurance Company
 P.O. Box 3967 Peoria IL 61612-3967
 Phone: 309-692-1000 Fax: 309-692-8637

Personal Financial Statement Form

PERSONAL INFORMATION	Name	Date of Birth	Social Security Number	Address
	Spouse's Name		Date of Birth	Social Security Number

Statement of Assets and Liabilities as of _____	
ASSETS	LIABILITIES
Cash on Hand \$ _____	Notes Payable \$ _____
Cash in following banks	Accounts Payable \$ _____
_____ \$ _____	_____ \$ _____
_____ \$ _____	_____ \$ _____
_____ \$ _____	Taxes Due \$ _____
Marketable Securities \$ _____	Mortgages on Real Estate
_____ \$ _____	Description and location
_____ \$ _____	1. _____ \$ _____
Notes Receivable \$ _____	2. _____ \$ _____
Real Estate in MY name	3. _____ \$ _____
Description and location	
1. _____ \$ _____	Other Liabilities (describe)
2. _____ \$ _____	_____ \$ _____
3. _____ \$ _____	_____ \$ _____
Personal Property	
_____ \$ _____	TOTAL LIABILITIES \$ _____
Other Assets (describe)	NET WORTH \$ _____
_____ \$ _____	
TOTAL ASSETS \$ _____	TOTAL LIABILITIES AND NET WORTH \$ _____

The undersigned hereby certifies that the list of assets and liabilities given herein is a true and correct statement of the financial condition on the date given above and that the depositories are hereby authorized to confirm any inquiry made by _____
RLI Insurance Company or its representatives as to any statement made herein relative to monies on deposit or loans made.

Dated this _____ day of _____, _____

X _____
 (Sign here)

X _____
 (Sign here)

AGENT/BROKER INFORMATION	Agent/Broker Name	Code	Phone No.	Fax No.	City	State	Zip
---------------------------------	-------------------	------	-----------	---------	------	-------	-----