

ESB Form Effective 9/1/2021 This document is for reference ONLY. This bond form has been rendered electronically in NMLS for official use.

SURETY BOND
BOND OF RESIDENTIAL MORTGAGE LENDER AND/OR SERVICER
FINANCIAL CODE SECTION 50205

Bond No. **[Bond Number]**
Bond Amount: \$**[Bond Amount]**
Effective Date: **[Bond Effective Date]**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, **[Licensee/Principal Name]** including any and all trade names, whose address for service is set forth in the NMLS Company Form and incorporated herein, NMLS # **[Licensee/Principal NMLS ID]**, as Principal, and **[Surety Name]**, whose address for service is **[Surety Main Address], [Surety City], [Surety State], [Surety Zip Code]**, NAIC # **[Surety NAIC]**, duly licensed to do surety business in the State of California, as Surety, are held and firmly bound unto the State of California for use by the State, for its own benefit and for the benefit of any person or persons who may have a cause of action against us as the Obligors of this instrument under the provisions of the California Residential Mortgage Lending Act, California Financial Code Section 50205 hereafter described in the penal sum of **[Bond Amount]**, lawful money of the United States of America, to be paid to the California Department of Financial Protection and Innovation, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents:

Whereas, the above bounden Principal has applied to the California Department of Financial Protection and Innovation (the "Commissioner") for Residential Mortgage Lender and/or Servicer as provided by law under California Financial Code Section 50205.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal and any employee or agent representing the Principal, working at any location, faithfully conform to and abide by each and every provision of the California Residential Mortgage Lending Act and of all rules and regulations and orders lawfully made by the Commissioner, and pay to the State of California and to any such person or persons having a right of action against the Obligors any and all monies that may become due or owing to the State of California and to such person or persons from said Obligors under and by virtue of the provisions of the Act, then this obligation to be void; otherwise to remain in full force and effect until the Surety is released from liability by the Commissioner, subject, however, to the following conditions:

1. The Surety may reduce coverage by amending the effective date or the bond amount, or may cancel this Bond ten (10) days from date of receipt of notice delivered electronically through NMLS to the Principal and the Commissioner, but no such amendment or cancellation shall affect any liability which arises from acts or omissions which occur prior to the termination of such ten (10) day period.
2. In no event shall the aggregate liability of the Surety for any and all claims exceed the penal sum of this Bond stated herein.
3. The Commissioner has the exclusive right to proceed on this Bond against the Principal or Surety hereon or both to recover any and all moneys that may become due or owing.

In Witness Whereof, the said Principal has hereto set his hand and seal and the said Surety has caused this obligation to be duly executed by its duly authorized agent to be hereunto affixed on this **[Day of Signatory Date]** day of **[Month of Signatory Date], [Signatory Year]**.

By: **[Principal Signee]**
Principal

By: **[Surety Signee]**
Surety