

GEORGIA DEPARTMENT OF BANKING AND FINANCE
2990 BRANDYWINE ROAD, SUITE 200
ATLANTA, GEORGIA 30341-5565

BOND

Bond No. _____

Amount _____

KNOW ALL MEN BY THESE PRESENTS, That

(Name of Applicant/Principal)

(Business Address of Applicant)

of the City of _____, County of _____, and State of _____

as principal, and _____ of the City of _____,
(Name of Surety)

County of _____, State of _____, as surety, are held and firmly bound unto the State of Georgia for the use and benefit of the State and of any claimant against the principal or his agents in the principal sum of _____ Dollars (_____), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above named principal has applied to the Georgia Department of Banking and Finance for a license to engage in business under the Georgia Residential Mortgage Act (GRMA), Article 13 of Chapter 1 of Title 7 of the Official Code of Georgia Annotated, as amended. NOW, THEREFORE, the condition of the foregoing obligation is such that if the principal obligor shall comply with the provisions of said Georgia Residential Mortgage Act, all regulations duly promulgated thereunder, and all other laws applicable to the conduct of its business, and shall pay any and all monies that may become due and owing to the State of Georgia which shall include, but not be limited to monies owed for fees, fines or penalties under and by virtue of the provisions of the GRMA or the Rules of the Department of Banking and Finance, and shall pay any and all monies that may become due and owing any person due to the violation of any such laws and regulations by the principal through its own acts or the acts of any agent of the principal, then this obligation will be void: otherwise the same will remain in full force and effect. All of the proceeds under this bond are to be made available to claimants or to the Department for fees, fines or penalties due. No portion of the available proceeds is to be retained by the surety through any means for the recovery of attorney's fees or any other legal or administrative costs.

This obligation is issued under and is governed by O.C.G.A. Section 7-1-1003.2 and the obligations of the surety shall be those therein set forth.

This bond becomes effective as of _____, in support of any license issued to Principal by the Georgia Department of Banking and Finance. This obligation may be continued by appropriate license renewal certificate issued for subsequent years. Pursuant to O.C.G.A. Section 7-1-1007(b), this bond may not be canceled by either the licensee or the corporate surety except upon notice to the Department of Banking and Finance by registered or certified mail with return receipt requested, the cancellation to be effective not less than 30 days after receipt by the Department of Banking and Finance of such notice and only with respect to any breach of condition occurring after the effective date of such cancellation.

Provided further that regardless of the number of years this bond remains in force or the number of premiums paid, the total aggregate liability of the Surety shall not exceed the principal amount of the bond required to be maintained by the Principal in order to keep its license.

By signing below, the Principal hereby agrees to the release of the payment status of fines assessed by the Department of Banking and Finance to the Surety. Such disclosure by the Department of Banking and Finance to the Surety shall be limited to whether the Principal has paid any fines assessed in full as of the date of request. The Department of Banking and Finance shall be entitled to rely on a copy of the release signed by the licensee when releasing such information.

WITNESS WHEREOF, the parties hereto have hereunto set our hands and affixed our seals this _____ day of _____, _____.

_____(SEAL)
Principal

By: _____

Title: _____

_____(SEAL)
Surety

By: _____

Title: _____