



pennsylvania

DEPARTMENT OF BANKING
MARKET SQUARE PLAZA | 17 N SECOND STREET, 13TH FL | HARRISBURG, PA 17101
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Bond No. _____

Mortgage Originator Employer Bond

Know All Men By These Presents, That

_____ (the "Employer"), of the City of _____
(Name of Licensee/Partially Exempt Entity)

_____, County of _____,
(Business Address of Principal Place of Business)

State of _____, as principal, and _____,
(Name of Surety)

of the City of _____, County of _____,

State of _____, as surety, are held and firmly bound unto the Commonwealth of Pennsylvania (the "Commonwealth") for the use of the Commonwealth and for the use of any person or persons who are injured by the Employer's mortgage originators by their acts or omissions related to the mortgage loan business governed by 7 Pa.C.S. Ch. 61, Act of July 8, 2008 (P.L. 796, No. 56), as amended (hereinafter, the "Mortgage Licensing Act"), which the employer shall have made under and by virtue of the provisions of the Mortgage Licensing Act in the principal sum of _____ (_____), 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 Mortgage Licensing Act requires that employer licensees under the Mortgage Licensing Act shall furnish a bond to cover the conduct of their mortgage originators and permits partially exempt entity employers under the Mortgage Licensing Act to furnish a bond that covers the conduct of their mortgage originators.

Now, THEREFORE, the condition of the foregoing obligation is such that (i) if any of the Employer's mortgage originators violate any of the provisions of the Mortgage Licensing Act and/or the rules and regulations of the Commonwealth of Pennsylvania Department of Banking (the "Department") lawfully promulgated under the Mortgage Licensing Act and/or orders lawfully issued by the Department pursuant to the Mortgage Licensing Act, then the Employer will pay to the Commonwealth or the Department any moneys that may become due from the Employer or the Employer's mortgage originators to the Commonwealth or to the Department, or (ii) if the Employer's mortgage originators injure any person through their acts or omissions that are related to the mortgage loan business, then the Employer will pay to any such person any moneys that may become due from the Employer or the Employer's mortgage originators. Notwithstanding anything herein to the contrary, this bond shall run to the Commonwealth for the benefit of the Commonwealth, the Department, or any other person eligible for bond proceeds under the terms of this bond.

1. This bond shall continue in full force and effect indefinitely, subject, however, to cancellation. If the surety herein shall so elect, this bond may be cancelled at any time by the surety by filing with the Secretary of Banking of the Commonwealth of Pennsylvania a thirty-day (30) written notice of such cancellation, but said surety so filing said notice shall not be discharged from any liability already accrued under this bond or which shall accrue herein before the expiration of said thirty-day (30) period. Surety shall remain liable for all transactions associated with the mortgage loan business by named Employer's mortgage originators during the term of this bond and prior to the effective date of cancellation (which is thirty (30) days after written notice of cancellation). The effective date of this bond is stated below.

2. Regardless of the number of years this bond remains in force, the aggregate liability of the surety hereunder for any and all claims or judgments to one or more claimants in no event shall exceed the full sum hereof.

3. Once this bond has been fully executed, the original bond shall be filed with the Department and the Employer, Surety and any other person or government entity may be provided with copies thereof upon request at the discretion of the Department.

In Witness Whereof, the Employer and the Surety have hereunto set their hands and seals, intending to be legally bound hereby, as of the last date indicated below.

Signed this _____ day of _____, _____, to be effective and in full force and effect on the _____ day of _____, _____.

NAME OF EMPLOYER

Signed, sealed and delivered in the presence of:

Attest: _____
(Print/Type Name)

(Signature of Person Identified Above)

By: _____
(Print/Type Name)

(Title of Person Named Above)

(Signature of Person Identified Above)

Affix Corp.

Seal Here

NAME OF SURETY

By: _____
(Print/Type Name of Attorney in Fact for Surety)

(seal) _____
(Signature of Attorney in Fact for Surety)

(Address of Surety)

(Address of Surety)

Affix Corp.
Seal Here

Please attach to this bond proof of appointment as attorney in fact and proof that Surety is authorized to do business in Pennsylvania.

Name of Insurance/Bonding Agent: _____

Address of Insurance/Bonding Agent: _____

Telephone Number of Insurance/Bonding Agent: _____

NAME, ADDRESS, AND TELEPHONE NUMBER OF WHERE A CLAIM ON THIS BOND MAY BE FILED WITH SURETY:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

NAME, ADDRESS, AND TELEPHONE NUMBER OF EMPLOYER FOR PURPOSES OF DEALINGS RELATED TO THIS BOND:

Name: _____

Title: _____

Address: _____

Telephone Number: _____