

STATE OF ALASKA DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT **DIVISION OF BANKING AND SECURITIES** 550 W. 7TH AVE., SUITE 1850, ANCHORAGE, AK 99501 TELEPHONE (907) 269-4558

ALASKA MORTGAGE LICENSEE SURETY BOND

Bond Number: _____

Nationwide Mortgage Licensing System Number: _____

_____, a sole proprietor or a business entity organized under the laws

(insert full legal name of I	nortgage licensee or applicant)				
of the State of	and having its principal place	and having its principal place of business in the City of,			
State of	, as Principal, and,	-	, a business		
	·	(insert full legal name of surety)			
entity organized under the laws of the State of		, and authorized to conduct a surety			
business in the State of Alaska, having its principal place of business in the City of			, State of		

, as Surety, are held and firmly bound unto the State of Alaska and any other person who may have a cause of action against Principal for a violation of AS 06.60, known as the Alaska Secure and Fair Enforcement for Mortgage Licensing Act of 2010 ("Act"), or any regulation adopted under the Act in the full penal sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000), lawful money of the United States, for the payment of which, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally.

Principal has applied to the State of Alaska, Department of Commerce, Community, and Economic Development ("Department"), for a license to conduct business as a mortgage licensee in full compliance with the Act.

Liability under the bond commences the _____day of _____, 20__, and shall be continuous until three years after the mortgage license is revoked or otherwise terminated by the Department.

NOW, THEREFORE, if Principal, including its agents, employees, and independent contractors, shall faithfully conform to and abide by the Act and regulations adopted under the Act, and pay to the Department, the Alaska Department of Law, or to another person who may have a cause of action against Principal under the Act or regulations adopted under the Act any and all moneys that may become due or owing from Principal to the Department, the Alaska Department of Law, or to another person, then this obligation shall be null and void, otherwise to remain in full force and effect. If Principal, including its agents, employees, and independent contractors, violates any provision of the Act or any regulation adopted under the Act and fails to pay all damages suffered or fees or penalties imposed by the Department, the Alaska Department of Law, or another person due to a violation of the Act or regulations adopted under the Act, Surety is obligated to pay the damages suffered or the fees or penalties imposed as a result of the violation up to the full amount of the bond.

No later than 90 days after receipt of a final order issued by a court or the Department that finds Principal has violated AS 06.60 or regulations adopted under AS 06.60 and orders Principal to pay a sum of money as a result of the violation, Surety shall pay the amount required in the final order to be paid to the Department, the Department of Law, or another person up to the full amount of the bond. If, at the time Surety makes payment under the bond, Surety has received a final order from more than one claimant and the total amount of the claims exceeds the bond amount, the Surety shall make a pro rata payment to all claimants who have submitted a final order to Surety under this bond.

The total liability under this bond for all causes of action arising during the period for which this bond is written shall not exceed the total sum of Seventy-Five Thousand Dollars (\$75,000).

No later than 14 days after Surety receives notice of an action against the bond or a final order of a court against Principal under this bond, Surety shall provide written notice of the action or final order to the Department.

Immediately upon a payment by Surety under the bond, the surety shall provide written notice of the payment to the Department.

Surety shall provide written notice by certified mail to Principal and the Department at least 30 days before canceling the surety bond for any reason. Obligations of Surety arising before the effective date of the cancellation shall not be affected by the termination of the bond.

Any notice required by this bond to be served on the Department shall be served on the Director of the Alaska Division of Banking and Securities.

TO BE COMPLETED BY MORTGAGE LICENSEE: (COMPLETE ONE OF THE FOLLOWING, INDIVIDUAL PRINCIPAL, PARTNERSHIP OR CORPORATE PRINCIPAL, OR OTHER ENTITIES)

SIGNED, SEALED, AND DATED this _____day of ______, 20___.

INDIVIDUAL PRINCIPAL (SOLE PROPRIETORSHIP)

Ву: _____

(Affix Seal if available)

Typed Name: _____

PARTNERSHIP OR CORPORATE PRINCIPAL

By: _____ Typed Name:

Title: _____

(Affix Corporate Seal if available)

OTHER ENTITIES (LLC, LP & LLP) PRINCIPAL

Ву:_____

Business Name:

Business Name:

Typed Name:

Title:

(Affix Seal if available)

TO BE COMPLETED BY NOTARY: (COMPLETE ONE OF THE FOLLOWING, INDIVIDUAL PRINCIPAL, PARTNERSHIP, CORPORATION OR OTHER ENTITIES)

ACKNOWLEDGMENT OF PRINCIF	PAL (Individual Principal – Sole Proprietor)
State of)
County/Borough of)
On thisday of	, 20, before me personally appeared
,	known to me to be the individual described in and who
executed the foregoing instrument and acknowledged to m	ne that he/she executed the same.
Signature of Notary	
	(Apply Seal)
Name of Notary	
My commission expires:	
State of County/Borough of	_)
On thisday of	, 20, before me personally appeared
	who acknowledged himself/herself to be one of the partners of a partnership, and that he/she, as such partner, being so
authorized so to do, executed the foregoing instrument fo	r the purposes therein contained, by signing the name of the
partnership by himself/herself as a partner.	
Signature of Notary	
	(Apply Seal)
Name of Notary	
My commission expires:	

ACKNOWLEDGEMENT OF PRINCIPAL (Corporation)

State of)
County/Borough of)
On thisday of	, 20, before me personally appeared
	, known to me to be the individual described in and who
executed the foregoing instrument and acknow	ledged to me that he/she executed the same.
Signature of Notary	
	(Apply Seal)
Name of Notary	
My commission expires:	
ACKNOWLEDGEMEN	T OF PRINCIPAL (Other Entities – LLC, LP & LLP)
State of)
County/Borough of	
On thisday of	, 20, before me personally appeared
	, who acknowledged himself/herself to be one of the partners of
	, a partnership, and that he/she, as such partner, being authorized
	r the purposes therein contained, by signing the name of the partnership by
himself/herself as a partner.	
Signature of Notary	(Apply Seal)
Name of Notary	(πρριγ σεαι)
My commission expires:	
-	BE COMPLETED BY SURETY: PARTNERSHIP OR CORPORATE SURETY
SIGNED, SEALED, AND DATED thisda	y of, 20
	Signature:
	Typed Name & Title:
	Business Name:
(Affix Corporate Seal if available)	

TO BE COMPLETED BY NOTARY: (COMPLETE CORPORATE OFFICER OR ATTORNEY-IN-FACT)

ACKNOWLEDGMENT OF SURETY (Corporate Officer)

State of)		
County/Borough of	_)		
On thisday of	, 20	, before	me, a Notary Public in and for said
County/Borough, personally appeared			
me duly sworn, did say that he/she is the aforesaid officer	of the		of
, a corporation duly	y organiz	zed and e	existing under the laws of the State of
, that the seal affi	xed to th	ne foregoi	ing instrument is the corporate seal of said
corporation, that the said instrument was signed, sealed a	nd exec	uted in be	ehalf of said corporation by authority of its
Board of Directors, and further acknowledges that the said	d instrum	nent and t	he execution thereof to be the voluntary act
and deed of said corporation.			
IN WITNESS WHEREOF, I have hereunto subscribed by r	name ar	nd affixed	by official seal at
, the day and year last abov	ve writter	n.	
Signature of Notary			
Name of Notary			(Apply Seal)
My commission expires:			
ACKNOWLEDGMENT	OF SUR	ETY (Atto	prney-In-Fact)
State of	_)		
County/Borough of	_)		
On thisday of	, 20		, before me personally appeared
, known to	o me or s	satisfacto	rily proven to the person whose name is
subscribed as attorney-in-fact for			and acknowledged that he/she executed
the same as the act of his/her principal for the purpose the			
IN WITNESS WHEREOF, I hereunto subscribed my name	and aff	ived my c	official seal at
, the day and year last a			
Signature of Notary			
Signature of Notary			
Name of Notary			(Apply Seal)
My commission expires:			
My commission expires:			

Note: A true and correct copy of the applicable "Power of Attorney" must be attached hereto where the Bond is subscribed to by an "Attorney in Fact".

Surety contact information for filing claim:

Name of Surety Representative _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____