



# Lost Instrument/ Trust Deed

# Bond Application

155 NE 100th Street Suite 201  
Seattle, WA 98125 (800) 441-0712  
(206) 281-8411 (206) 281-8456 Fax

NOTE: Bonds in amounts of \$10,000 or more require personal and/or business financial statements.

### APPLICANT INFORMATION

|   |                             |  |
|---|-----------------------------|--|
| APPLICANTS NAME: (AS IT IS TO APPEAR ON BOND)       |                             | US CITIZEN? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| HOME ADDRESS: (STREET, CITY, STATE, ZIP)            |                             |  |
| HOME PHONE #:<br>( )                                | SOCIAL SECURITY #:          | DATE OF BIRTH:   |
| DO YOU OWN OR RENT: (CIRCLE ONE)      OWN      RENT | IF "OWN", DATE OF PURCHASE: |  |
| PURCHASE PRICE:                                     | PRESENT VALUE:              | MORTGAGE AMOUNT:   |
| DRIVERS LICENSE #:                                  | SPOUSE'S NAME:              | SPOUSE'S SOCIAL SECURITY #:  |

### BOND INFORMATION

|   |                                  |
|---|----------------------------------|
| NAME OF OBLIGEE: (PARTY REQUIRING BOND)   | PHONE #:<br>( )                  |
| OBLIGEE'S ADDRESS: (STREET, CITY, STATE, ZIP)   |                                  |
| DOES OBLIGEE REQUIRE A SPECIFIC BOND FORM? <input type="checkbox"/> YES <input type="checkbox"/> NO | IF YES, PLEASE ATTACH BOND FORM. |
| BOND AMOUNT:  | EFFECTIVE DATE:                  |

### SECTION I: EXPLANATION

EXPLAIN HOW THE ITEM BECAME LOST, FROM THE BEGINNING TO THE PRESENT TIME. I/WE LOST THE ABOVE DESCRIBED ITEM IN THE FOLLOWING MANNER:

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### SECTION II: LOST INSTRUMENT

DESCRIBE LOST INSTRUMENT:

|   |                      |  |
|---|----------------------|--|
| IN WHOSE NAME IS INSTRUMENT REGISTERED:   | INSTRUMENT NUMBER:   | DATE OF INSTRUMENT:                          |
| IF CHECK OR NOTE, TO WHOM PAYABLE:  | VALUE OF INSTRUMENT: | DATE BANK FIRST NOTIFIED OF LOST INSTRUMENT: |
| BANK CONTACT:   | BANK PHONE #:<br>( ) |  |
| HAVE YOU PLACED A STOP NOTICE WITH THE BANK? <input type="checkbox"/> YES <input type="checkbox"/> NO | IF YES, WHEN?        | IF NO, WHY NOT?                              |

### SECTION III: LOST TRUST DEED

**PLEASE ENCLOSE: (1) COPY OF A RECENT PRELIMINARY TITLE REPORT ON THE PROPERTY AND A COPY OF THE NOTE IF AVAILABLE.  
(2) IF NOTE IS PAID, SEND PROOF OF PAYMENTS MADE e.g. CANCELLED CHECKS, PAYMENT BOOKS, ETC.**

|   |                  |                 |
|---|------------------|-----------------|
| CURRENT TRUSTEE:                              |                  |                 |
| TRUSTEE'S ADDRESS: (STREET, CITY, STATE, ZIP) |                  |                 |
| CURRENT TITLE COMPANY:                        | FILE (ESCROW) #: | PHONE #:<br>( ) |

|                     |         |        |
|---------------------|---------|--------|
| PRODUCER # OR NAME: | SURETY: | BOND#: |
|---------------------|---------|--------|

**AFFIDAVIT**

(FOR LOST NOTES AND LOST TRUST DEEDS ONLY)

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_, THAT THE UNDERSIGNED, BEING DULY SWORN,  
 DEPOSE AND SAYS: THAT, A CERTAIN NOTE DATED \_\_\_\_\_ EXECUTED BY \_\_\_\_\_ IN FAVOR  
 OF \_\_\_\_\_ IN THE AMOUNT OF \$ \_\_\_\_\_ IS THE ONE AND ONLY NOTE, AND  
 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 \_\_\_\_\_ AND THAT \_\_\_\_\_ IS/ARE THE PAYEE(S) ON THE SAID NOTE. SAID  
 NOTE IS SECURED BY A DEED OF TRUST RECORDED IN \_\_\_\_\_ COUNTY ON  
 \_\_\_\_\_ AS INSTRUMENT # \_\_\_\_\_ IN BOOK # \_\_\_\_\_ PAGE  
 # \_\_\_\_\_ OF THE OFFICIAL RECORDS.

THAT THE UNDERSIGNED FURTHER AGREE(S) TO HOLD THE SURETY FREE AND HARMLESS FROM ANY LOSS THEY MAY SUSTAIN BY VIRTUE OF THE FOREGOING  
 NOTE BEING TRUE. DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

BY: \_\_\_\_\_ BY: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

BY: \_\_\_\_\_ (NOTARY PUBLIC)

**INDEMNITY AGREEMENT**

The undersigned hereby declare the above statements are true and correct and made as an inducement for the Surety/Agent, to execute the bond applied for herein and any renewals, continuations, extensions, substitutions or increases thereof. The undersigned, jointly and severally agree: **FIRST: To pay the Surety/Agent in advance the premium for the first year, which is fully earned.** and to pay in advance any renewal or additional premium until the bond is released from all liability; **SECOND:** to indemnify the Surety/Agent against all loss, liability, costs, damages, attorney and collection fees and any other expenses which might be incurred by reason of executing said bond, in prosecuting or defending an action thereon, in obtaining a release, and enforcing this Agreement; **THIRD:** the Surety is authorized to adjust, settle or compromise any claim, demand, suit or judgment upon said bond, and the indemnitors shall deposit sufficient funds with the Surety to satisfy same; **FOURTH:** that in the event of good faith payment, settlement, or compromise, an itemized statement thereof, vouchers or other evidence of payment shall be *prima facie* evidence of the fact of the liability of the undersigned; **FIFTH:** the Surety shall have the absolute right to cancel the bond pursuant to a cancellation clause in the bond or procure its release from said bond under any law governing same and the Surety is hereby released from any damage that might be sustained by reason of such cancellation or release; **SIXTH:** if the bond herein applied for is on behalf of two or more principals, it is agreed and understood the indemnity shall apply and be binding upon the undersigned, regardless of whether the undersigned or any one or more of them, is freed of liability in the cause in which the bond herein applied for is required; **SEVENTH:** if the Surety/Agent commence legal action relative to this agreement, the surety may at its option bring the action in King County, Washington or in an appropriate court having jurisdiction over the parties; **EIGHTH:** To allow the Surety/Agent to obtain credit information on the undersigned for any business purpose relative to this application/indemnity agreement; **NINTH:** if the bond applied for is on behalf of a corporation, the officer signing said agreement shall be individually and personally bound with the corporation to the terms of this agreement; **TENTH:** this agreement may be terminated by the indemnitors upon twenty (20) days written notice sent by registered mail to the Agent or Surety, but termination shall not relieve the indemnitors from any liability that accrued on the bond prior to the effective date of the termination or the release of all liability under the bond if the bond is non-cancelable; **ELEVENTH:** an electronic or facsimile copy of this signed application shall be treated as an original and be admissible as and to the same extent as the original document.

**TO BE SIGNED BY APPLICANT AND SPOUSE AND/OR CO-APPLICANT AND SPOUSE MUST SIGN AS INDEMNITORS**

**INDIVIDUAL INDEMNITORS**

|                       |                       |
|-----------------------|-----------------------|
| SIGNATURE<br><b>X</b> | SIGNATURE<br><b>X</b> |
| SIGNATURE<br><b>X</b> | SIGNATURE<br><b>X</b> |

**NOTICE: For "Corporations", the President and Corporate Secretary must sign below.**

|                                      |                                    |
|--------------------------------------|------------------------------------|
| DATED THIS _____ DAY OF _____,       | NAME OF CORPORATION                |
| ATTESTED BY: (SECRETARY)<br><b>X</b> | SIGNED BY: (PRESIDENT)<br><b>X</b> |

**First Year's Premium is FULLY Earned at Issuance**