



FINANCIAL INSTITUTIONS DIVISION

New Mexico Regulation and Licensing Department
Toney Anaya Building ▪ 2550 Cerrillos Road ▪ Santa Fe, New Mexico 87505
(505) 476-4885 ▪ Fax (505) 476-4670 ▪ www.RLD.state.nm.us/FID

MORTGAGE LOAN COMPANY CORPORATE SURETY BOND

KNOW ALL MEN BY THESE PRESENT:

THAT WE, \_\_\_\_\_, as Principal, having filed with the Director of the Financial Institutions Division (the "Director") for licensure under the Mortgage Loan Company Act (the "Act"), and \_\_\_\_\_ as Surety, a corporation organized under the laws of the State of \_\_\_\_\_ and being duly authorized to transact the business of indemnity and suretyship in the State of New Mexico (the "State"), hereby acknowledge our indebtedness to the State for the use and benefit of any person(s) having a claim under the conditions of this obligation, in the initial sum of Fifty thousand dollars (\$50,000) (the "Sum"). Upon renewal of the license, the penal sum of the surety bond shall be in an amount that reflects the total dollar amount of mortgage loans originated annually in New Mexico by the licensed mortgage loan company, as follows: (1) zero dollars (\$0.00) to three million dollars (\$3,000,000), a surety bond of fifty thousand dollars (\$50,000); (2) more than three million dollars (\$3,000,000) and less than ten million dollars (\$10,000,000), a surety bond of one hundred thousand dollars (\$100,000); and (3) ten million dollars (\$10,000,000) or more, a surety bond of one hundred fifty thousand dollars (\$150,000) as required by the Act, provided, however, that the total liability of the Surety hereunder to all persons, cumulative or otherwise, shall not exceed the Sum.

LIABILITY for the payment of the Sum, to which we hereby obligate and bind ourselves, our successors and assigns, jointly and severally, upon the conditions that the Principal becomes licensed with the Director to transact business as a Mortgage Loan Company and fails to strictly comply with the provisions of the Act and all orders, rules and regulations issued pursuant to the Act.

THIS BOND shall expire at such time as the Principal's license is withdrawn, terminates through non-renewal or is revoked by the Director, except as to liability for acts or omissions which occur prior to such time. This Bond may also be canceled by the Surety upon thirty (30) days written notice by certified mail to the Principal and to the Director, in which case this Bond shall be deemed canceled upon the expiration of 30 days from receipt by the Director of such written notice along with adequate proof of notice to the Principal, except as to liability for acts or omissions which occur prior to the date of cancellation.

ANY PERSON suffering loss or damages as a result of the Principal's failure to comply with the provisions of the Act and all orders, rules and regulations issued pursuant to the Act shall have the right to bring suit on this Bond in a court of competent jurisdiction provided that no such suit may be brought later than six years from the date of the act or omission upon which liability is based.

EXECUTED this \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.
Day Month Year

Print legibly where indicated or fill out in your computer. Note: A person other than a corporate officer of the Surety executing in the Surety's behalf must attach the power of attorney authorizing such person to execute bonds for the Surety.

Bond Amount. \_\_\_\_\_ Bond No. \_\_\_\_\_

Principal's name (print): \_\_\_\_\_

By (Authorized Signature): \_\_\_\_\_

Principal's Phone number \_\_\_\_\_

Surety's name (print): \_\_\_\_\_

By (Authorized Signature): \_\_\_\_\_

Surety's phone number: \_\_\_\_\_

Corporate Seal (if applicable)