

**V. BOND**

**BOND NO.** \_\_\_\_\_

**MORTGAGE BROKER, LENDER OR SERVICER**

KNOW ALL PERSONS BY THESE PRESENTS: that (Name and complete business address of Company for which bond is being made) \_\_\_\_\_, as Principal, and (Name and complete business address of Bond Company) \_\_\_\_\_

which is authorized to conduct a general surety business in the state of Tennessee, as Surety, are each held and firmly bound unto the State of Tennessee, Department of Financial Institutions ("Department"), for the benefit of any person injured by the wrongful act, default, fraud or misrepresentation of the Principal or the Principal's employees, or both, under the Tennessee Residential Lending, Brokerage and Servicing Act of 1988, Tenn. Code Ann. §§ 45-13-101, *et seq.* (the "Act"), in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment whereof well and truly to be made, the Principal and Surety hereby bind themselves and their successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has applied to the Commissioner of the Department of Financial Institutions for a license to conduct business in Tennessee under the provisions of the Act; and

WHEREAS, the Act requires the Principal to file with the Commissioner a surety bond payable to the State of Tennessee for the benefit of any person injured by the wrongful act, default, fraud or misrepresentation of the Principal or the Principal's employees, or both;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal and the Principal's employees shall well and faithfully conform to and comply with the Act, and with all Rules, Bulletins and Opinions promulgated thereunder, and if the Principal shall promptly pay any and all monies that may become due or owing to the Commissioner of the Department of Financial Institutions and any person or persons under the Act, Rules, Bulletins or Opinions, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

THIS BOND shall be effective from and after \_\_\_\_\_, 20\_\_\_\_, and shall remain in force for a period of one (1) year, with such period ending on \_\_\_\_\_, 20\_\_\_\_. Pursuant to Tenn. Code Ann. § 45-13-106(b), this bond shall be maintained by the Principal for not less than twenty-four (24) months following the expiration, revocation, suspension or surrender of the Principal's license under the Act. This bond may be continued in force for an additional term or terms by continuation statements acceptable to the Commissioner; provided, however, that regardless of the number of years this bond remains in effect, in no event shall the Surety's liability hereunder exceed the penal amount of the bond.

IN WITNESS WHEREOF, the Principal and Surety have duly executed, or caused to be executed, this bond on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

IN THE PRESENCE OF:

\_\_\_\_\_(Seal)  
Principal

\_\_\_\_\_  
By: \_\_\_\_\_(Seal)  
Title

\_\_\_\_\_(Seal)  
Surety

By: \_\_\_\_\_(Seal)  
Title