

BOND
REGISTERED MORTGAGE BROKER
FHA MORTGAGE LOAN CORRESPONDENT

Date:

Bond No.

WHEREAS, the mortgage broker has applied for authorization to act as an FHA Mortgage Loan Correspondent under the provisions of Section 590 (5-a) of Article 12-D of the Banking Law of the State of New York and Part 413.3(5) of the Superintendent's Regulation, and

WHEREAS, the Superintendent of Banks of the State of New York has requested that the applicant furnish a surety bond in the principal sum of twenty-five thousand dollars;

NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS

That _____ of
_____ County
of _____ State of _____, as Principal,
and _____, a surety
company,
having its principal place of business in _____
County

of _____ State of _____ and duly authorized to do business in the State of New York, as Surety, are held and firmly bound unto the Superintendent of Banks of the State of New York, for the exclusive use of the Superintendent for the reimbursement of consumer fees determined by the Superintendent to be improperly charged or collected and to pay Banking Department examination costs and assessments solely in the event of the insolvency, liquidation or bankruptcy of such mortgage broker or the surrender, expiration or revocation of such mortgage broker's registration or its approval to make loans as an FHA Mortgage Loan Correspondent. In the event of the insolvency or bankruptcy of the mortgage broker, the proceeds of the bond shall be paid to the Superintendent forthwith for disposition in accordance with the applicable provisions of the Banking Law. The bond shall be in the principal sum of \$25,000.00, 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.

The Superintendent shall notify the Surety in writing of any occurrence which may cause the payment of the principal sum within ninety days of the discovery of such occurrence. Payment of this principal sum shall be made by the Surety to the Superintendent upon presentation of a written demand for payment to the Surety by the Superintendent. Said demand for payment shall be made within one year from the discovery of such occurrence. The Surety shall pay to the Superintendent the lesser of the principal sum of the bond in full or the actual damages as determined by the Superintendent within ninety days of receipt of

such written demand for payment.

This bond shall continue in full force and effect indefinitely, subject, however, to cancellation. If the Surety shall so elect, this bond may be canceled at any time by the Surety by filing with the Superintendent of Banks of the State of New York a written notice of such cancellation by registered or certified mail with return receipt requested, the cancellation to be effective not less than thirty days after receipt by the Superintendent of Banks of the State of New York of such notice. The filing of such notice shall not discharge the Surety from any liability already accrued under this bond or which shall accrue herein before the expiration of such thirty day or other applicable period. The Surety shall remain liable for claims issued during the term of this bond and prior to the date of cancellation.

The Superintendent shall release any corporate surety bond held pursuant to Section 590(5-a) of the Banking Law and Part 413.3(5) of the Superintendent's Regulation within six months of the expiration, surrender or revocation of such mortgage broker's registration or its approval to make loans as a FHA Mortgage Loan Correspondent provided that the proceeds of the bond shall have first been applied to: 1) all consumer fees determined by the Superintendent to be improperly charged or collected by said registrant; and 2) all banking department examination costs and assessments outstanding against said registrant. Nothing contained herein shall prevent the Superintendent from continuing to retain possession of the bond or its proceeds in the event of ongoing litigation involving the mortgage broker.

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

In Witness Whereof, we have duly executed the foregoing obligation this day of MAY 20, 2009, to be effective

on the day of MAY 20, 2009.

BY: _____
Surety Company

BY: _____
Principal