

**TITLE AGENT BOND**  
**(PURSUANT TO SECTION 3953.23 OF THE OHIO REVISED CODE)**

**Bond No:** \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That \_\_\_\_\_  
[Principal's Name]

of \_\_\_\_\_ , \_\_\_\_\_ ,  
[Principal's Street] [Principal's City]

\_\_\_\_\_ as Principal, and \_\_\_\_\_ ,  
[Principal's State] [Principal's Zip Code] [Surety's Name]

\_\_\_\_\_ , \_\_\_\_\_ ,  
[Surety's Street] [Surety's City]

\_\_\_\_\_ as Surety are held and firmly bound unto the State of \_\_\_\_\_ ,  
[Surety's State] [Surety's Zip Code]

Ohio as Obligee, or to any aggrieved person, who may be injured by the Principal as hereinafter provided in the penal sum of ONE HUNDRED and FIFTY THOUSAND DOLLARS (\$150,000.00) for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, successors, and assigns jointly and severally, firmly by these presents.

The above named Principal is licensed as an individual or business entity title insurance agent, who handles escrow, settlement, or closing functions for real estate transactions not involving the issuance of title insurance. The obligation shall be for the benefit of any aggrieved persons sustaining a loss resulting from theft, misappropriation, fraud, or any other failure to properly disburse settlement, closing, or escrow funds in a real estate transaction not involving the issuance of title insurance by the title agent or its owners, employees, or officers.

Now, therefore, the condition of the above obligation is such, that if the above bonded Principal shall indemnify any person against the loss of money or such property, to which he is entitled, which he shall sustain through any fraudulent or dishonest act or acts committed by the Principal or its employees or officers as an escrow, settlement, or closing agent in a transaction where there is no title insurance policy issued, then this obligation shall be void, otherwise to remain in full force and effect. Provided, however, that regardless of the number of years this bond remains in effect, in no event shall the aggregate liability of the surety to all claimants for all claims under this bond exceed the penal sum of this bond.

The Surety may be released from liability for future breaches of the condition of this bond upon giving (60) days written notice to the Principal and the Superintendent of Insurance of its desire to be released.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_  
[Day] [Month] [Year]

As Witness:

By: \_\_\_\_\_  
[Witness]

By: \_\_\_\_\_  
[Principal]

Test as Surety and Its Corporate Seal

By: \_\_\_\_\_  
[Witness]

By: \_\_\_\_\_  
[Surety's Name]