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**California Lost Trust Deed
EASY APPLICATION
FOR CALIFORNIA LOST DEED OF TRUST AND NOTE AND/OR LOST DEED OF TRUST**

ALL APPLICANTS — COMPLETE PAGE 1 AND PAGE 2

By the Applicant(s) and its owners submitting this application, CNA Surety is authorized to obtain credit reports on the Applicant(s) and owners. For new Applicants, complete and sign the General Indemnity Agreement. If any Indemnitor has previously executed an indemnity agreement in favor of CNA Surety, this Agreement shall be in addition to and not in lieu of or in replacement of such other agreement.

PLEASE PRINT OR TYPE.

(See Back for Instructions)

Applicant(s) - Individual, partners, or corporate owner(s). List the principal owner first. Attach additional Form 10-E's and cross reference if more than three owners. **EACH MUST SIGN ON BACK.**

1. Name _____

Residence Address _____

Telephone # _____ ☐ Single
Social Security No. _____ ☐ Married (spouse
must sign on back.)

Percent of Ownership _____

2. Name _____

Residence Address _____

Telephone # _____ ☐ Single
Social Security No. _____ ☐ Married (spouse
must sign on back.)

Percent of Ownership _____

3. Name _____

Residence Address _____

Telephone # _____ ☐ Single
Social Security No. _____ ☐ Married (spouse
must sign on back.)

Percent of Ownership _____

Principal Name as it is to appear on bond:

Obligee Name and Address:

Amount of Bond:

\$

Effective date:

Amount of Original Note:

\$

For bond requests over \$100,000, please also include:

- A Personal Financial Statement (Balance Sheet)
- A Copy of the Preliminary Title Report
- Any documentation available confirming the note has been paid in full
- An explanation of the attempts made to contact the original beneficiary
- A signed copy of statutory declaration (form attached)

Agency McGLONE INSURANCE SERVICES, INC.		
Address 3061 Fulton Avenue		
City Sacramento, CA 95821		
City	State	Zip
Agent's Code _____		

Any person who knowingly and with intent to defraud any insurance company or person files an application containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime under applicable law. The applicants and indemnitors certify the truth of all statements in the application and authorize CNA Surety to verify this information and to obtain additional information from any source including obtaining a credit report.

CNA Surety P.O. Box 5077 Sioux Falls, SD 57117-5077 1-800-331-6053 / Fax 605-335-0357

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File Number Reference (from Company)

Applicant's Name

CA Lost Trust Deed

(MM/DD/YYYY)

Date of Deed _____ Amount of Deed _____

Trustor _____

Trustee _____

Beneficiary _____

Deed County _____ Instrument Number _____

Book Number _____ Page Number _____ Date Filed / Recorded _____

(MM/DD/YYYY)

The Applicant hereby warrants to the best of their knowledge:

☐ That the note secured by the deed has been fully satisfied and the present beneficiary of record cannot be located after diligent search.

or

☐ That the note secured by the deed has been fully satisfied and the present beneficiary of record refuses to execute and deliver a proper certificate of discharge or request for reconveyance.

or

☐ That a specified balance, including principal and interest, remains due and the original trustor or such trustor's successor in interest cannot, after diligent search, locate the original beneficiary.

GENERAL INDEMNITY AGREEMENT

ALL Applicants, Owners, and Indemnitors must sign below.

The undersigned applicant and indemnitors hereby request Western Surety Company, Universal Surety of America, Surety Bonding Company of America and any affiliated company, their successors or assigns (with such company/companies referred to herein as the "Company") to become their surety. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information at the time of application and as needed, on an ongoing basis and to obtain additional information from any source, including obtaining credit reports at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree:

- (1) To pay premiums, including renewal premiums and any other charges, to the Company or its agents, when due,
- (2) To completely INDEMNIFY the Company from and against any liability, loss, cost, attorneys' fees and expenses whatsoever which the Company shall at any time sustain as surety or by reason of having been surety on this bond or any other bond issued for any applicant and or indemnitor, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds, regardless of whether such liability, loss, costs, damages, attorneys' fees and expenses are caused, or alleged to be caused, by the negligence of the Company,
- (3) To furnish the Company with satisfactory and conclusive termination evidence that there is no further liability on this bond or any other bond issued for applicant,
- (4) Upon demand by the Company for any reason whatsoever, to deposit current funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such suretyship,
- (5) That the Company shall have the right to handle or settle any claim or suit in good faith and the Company's decision shall be binding and conclusive on the undersigned. An itemized statement of loss and expense incurred by the Company, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company,
- (6) That the Company may decline to become surety on any bond and may cancel or amend any bond without cause and without any liability which might arise therefrom,
- (7) That the Company shall, without notice, have the right to alter the penalty, terms and conditions of any bond issued for undersigned, and this agreement shall apply to any such altered bond. The liability for the undersigned shall not be affected by the failure of the undersigned to sign any bond, nor any claim that other indemnity or security was obtained, nor by the release of any indemnity, nor the return or exchange of any collateral obtained and if any party signing this agreement is not bound for any reason, this agreement will still be binding on each and every other party
- (8) That if a contract or performance bond is issued hereunder, the undersigned hereby assign to the Company any monies now due or hereafter becoming due under the contract, including all deferred payments and retained percentage, supplies, tools, plants, equipment and materials due or used on the contract,
- (9) At the Company's discretion, this indemnity agreement shall be governed in all respects by the laws of the State of South Dakota and the undersigned applicant and indemnitors consent to the jurisdiction of the courts of the State of South Dakota and the United States District Court for the District of South Dakota in all actions or proceedings arising from or relating to this indemnity agreement,
- (10) That this indemnity may be terminated by the undersigned, or any one or more parties so designated, upon written notice sent registered mail to the office of the Company at Sioux Falls, South Dakota 57103 of not less than twenty (20) days. In no event, shall any termination notice operate to modify, bar, discharge, limit, affect or impair the liability of any party hereto, for any bonds, undertakings and obligations executed prior to the date of the Company's receipt and notice of such termination
- (11) In the event of any payment by the Company, to pay the Company interest on such amounts at the highest legal rate from the date such payments are made.

Signed this _____ day of _____, _____

Signature & Business/Corporate Title

"Indemnitor"

"Indemnitor"

"Indemnitor"

NOTE: Personal indemnitors should sign their names before the word "indemnitor".

WHEN RECORDED MAIL TO:

NAME:

ADDRESS:

CITY/STATE:

ZIP:

The above space for County Recorder only

Statutory Declaration (2941.7 (b))

This declaration and the bond to which it is attached are recorded pursuant to California Civil Code Section 2941.7 (b).

1. Name(s) of Declarant(s)

2. Address of Declarant(s) _____

4. Name(s) of Original Mortgagor(s) / Trustor(s) _____

5. Name(s) of Original Mortgagee(s) / Beneficiary(s) _____

6. I/We _____ the Declarant(s) certify that:

☐ the obligation secured by the mortgage or deed of trust has been fully satisfied and the recent mortgagee or beneficiary of record cannot be located after a diligent search.

or

☐ the present beneficiary of record refuses to execute and deliver a proper certificate of discharge or request for reconveyance as required under C.C.A. section 2941.

or

☐ the amount _____ including principal and interest, remains due and mortgagor or trustor or mortgagor's or trustor's successor in interest cannot, after diligent search, locate the mortgagee(s) or beneficiary(s) or their successors.

7. Declarant(s) certify they he/she/they have/has mailed by certified mail, return receipt requested, to the last address of the person to whom payments under the mortgage or deed of trust were made and to the last mortgagee or beneficiary of record at the address for such mortgagee or beneficiary shown on the instrument creating, assigning, or conveying the interest, a notice of recording a declaration and bond under this section and informing the recipient of the name and address of the mortgagor or trustee, if any, and of the right to record a written objection with respect to the release of lien of the mortgage or, with respect to a deed of trust, notify the trustee in writing of any objection to the reconveyance of the deed of trust.

(a) Date Notice(s) Mailed: _____, _____

(b) Name(s) and address(es) of Person(s) to whom Notice mailed:

I/We certify under penalty of perjury of the laws of the State of _____, the above Declaration is true and accurate.

Mortgagor/Trustor - Declarant

Mortgagor/Trustor - Declarant

Mortgagor/Trustor - Declarant

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF: **CALIFORNIA**

COUNTY OF _____

On _____, _____, before me, _____ personally appeared:
Here insert Name and Title of the Officer (Notary)

Name(s) of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/ are subscribed to the within instrument and acknowledged to me that he/ she/ they executed the same in his/ her/ their authorized capacity(ies), and that by his/ her/ their signature(s) on the instrument the person(s) or the Entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature:

Signature of Notary Public

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF: **CALIFORNIA**

COUNTY OF _____

On _____, _____, before me, _____ personally appeared:
Here insert Name and Title of the Officer (Notary)

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Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/ are subscribed to the within instrument and acknowledged to me that he/ she/ they executed the same in his/ her/ their authorized capacity(ies), and that by his/ her/ their signature(s) on the instrument the person(s) or the Entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature:

Signature of Notary Public

CERTIFICATE OF ACKNOWLEDGMENT

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(seal)

Signature:

Signature of Notary Public