

	Pacific Trust Bank
	Administration
	P.O. Box 5227
	Chula Vista, CA 91912
"I" or "my" means each person named above, jointly and severally.	"You" and "your" means the institution named above.

**INDEMNITY BOND FOR LOST INSTRUMENTS**

I represent that I am the \_\_\_\_\_ purchaser, payee, indorsee, transferee

of \_\_\_\_\_ (hereinafter identify Instrument

called the "Instrument") issued by you for the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_, and am entitled to the proceeds of the Instrument; and that the Instrument has been lost, mislaid, stolen or destroyed. The Instrument  was not indorsed.  was indorsed as follows: \_\_\_\_\_.

I hereby request you to stop payment of the Instrument. I further request and by signing below acknowledge:

- I have withdrawn the full value of the lost Instrument.
- My account has been credited in the amount of the lost Instrument.
- I have received a Duplicate or Replacement Instrument which has been issued (identify: document, name(s), date, amount, etc.) \_\_\_\_\_.

In consideration of your compliance with this request, I, as principal, and \_\_\_\_\_, as surety, hereby agree(s) to indemnify, keep indemnified, and hold you harmless from and against any and all claims, demands, actions, proceedings, judgments, losses, damages, counsel fees, payments, expenses and liabilities whatsoever which you, at any time shall or may sustain or incur by reason of: (a) your having complied with my request, or (b) any claims or demands, which may be made with respect to the Instrument, or (c) your declining to honor the Instrument, or (d) the payment, honor or transfer of credit, which you may give, make or permit with respect to the Instrument, whether through inadvertence, accident, oversight, neglect or otherwise.

The liability of the undersigned principal and surety under this agreement shall accrue immediately upon the presentation for payment of the original Instrument issued by you and claimed to have been lost, stolen or destroyed, or the assertion against you by any person of any right, title or interest in it. The undersigned further agree(s) to deliver to you the original Instrument for cancellation if it should be found.

This agreement shall inure to and be binding upon your and the undersigned's respective assigns, successors and legal representatives.

The undersigned, if more than one, shall be jointly and severally bound and liable hereunder in the penal sum of \$ \_\_\_\_\_ and if any of the undersigned is a partnership, also the members thereof individually.

Dated: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

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

State of \_\_\_\_\_ }  
\_\_\_\_\_ County } ss

On this \_\_\_\_\_ day of \_\_\_\_\_,

before me personally appeared \_\_\_\_\_ to me known to be persons described in and who executed the foregoing instrument and acknowledged that they signed, sealed, executed and delivered the same as their free act and deed for the purpose therein mentioned.

\_\_\_\_\_  
Notary Public (County) \_\_\_\_\_ (State) \_\_\_\_\_

My commission expires \_\_\_\_\_