



Bond No. \_\_\_\_\_

### REGIONS INSURANCE PROBATE BOND APPLICATION

Applicant (Exactly as it will appear on bond)		Social Security #
Home Address		
Business Address		
Name & Address of Owner or Co-Applicant or Indemnitor		Social Security #
Amount of Bond \$	Effective Date	
Obligee Name & Address		
Previous Surety <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give name and reason for change.		

#### INDEMNITY AGREEMENT

This Agreement entered into by and between the undersigned applicant or applicants and/or indemnitors, hereinafter called the undersigned, and Merchants Bonding Company (Mutual), of Des Moines, Iowa, hereinafter called the Company, witnesseth:

The undersigned hereby authorizes the \_\_\_\_\_ Bank of \_\_\_\_\_ to give MERCHANTS BONDING COMPANY (Mutual), hereafter called Company full information upon its request, showing the balance of the undersigned's account at this date, the undersigned certifies that the foregoing statements and declarations are true and, in consideration of the Company executing as surety the herein bond applied for, does hereby promise and agree to pay an annual premium to the Company until such time as the undersigned shall furnish the Company with evidence satisfactory to it of the complete termination of its liability on said bond.

The undersigned further agrees to indemnify and save harmless the said Company, in connection with any bond executed on behalf of the person or entity named as applicant, for, from and against any and all losses, costs, damages and expenses of any nature whatsoever, including counsel fees and expenses, and reimburse said Company for loss adjusting expenses and compensation at the rate of \$100.00 per day for officers and \$50.00 per day for all other personnel, which may accrue to the said Company by reason of the said Company having become surety on said bonds.

The undersigned hereby further agrees that the vouchers or other evidence of payments made by the said Company under its obligation of suretyship shall be conclusive evidence against the undersigned of the fact and extent of the undersigned's liability to the said Company under said obligation of the undersigned, whether said payments were made to discharge a penalty thereunder, incurred in the investigation of a claim made thereon or adjusting a loss or claim in connection therewith, or in completing the work covered thereby, and whether voluntarily made or paid after suit and judgment against said Company.

If the Company shall set up a reserve to cover any claim, suit or judgment under any such bonds, the undersigned will, immediately upon demand, deposit with the Company a sum of money equal to such reserve, such sum to be held by the Company as collateral security on such bonds, and such sum and any other money or property which shall have been, or shall hereafter be, pledged as collateral security on any such bond shall, unless otherwise agreed in writing by the Company, be available, in the discretion of the Company, as collateral security on any other bonds coming within the scope of this Agreement.

This Agreement shall constitute a Security Agreement to the Company and also a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect. This Agreement shall, if recorded, constitute a consensual lien upon any and all real estate owned by the undersigned at the time of such recording. However, the filing or recording of this Agreement shall be solely at the option of the Company, and the failure to do so shall not release or impair any of the obligations of the undersigned under this Agreement or otherwise arising, nor shall such failure be in any manner in derogation of the rights of the Company under this Agreement or otherwise. The use of this Agreement as a Security Agreement, Financing Statement or consensual lien shall in no way abrogate, restrict or limit the rights of the Company under this Agreement or at law or in equity. The undersigned waive all right to claim any property, including homestead, as exempt from levy, execution, sale or other legal process.

It is further agreed that the terms and conditions of this application shall also apply to increases and/or decreases in the amount of any and all bonds, and shall also apply to all renewals whether the bond is continuous, renewed by Continuation Certificate or by the filing of a new bond.

The Company shall have the right, and is hereby authorized, but not required to fill up any blanks left herein, and to correct any errors in the description of any of said bonds, or in said premium or premiums, or in any name or names, it being agreed that such insertion or corrections, when so made, shall be prima facie correct. This application shall be liberally construed so as to fully protect and indemnify the Company, its successors, assigns and reinsurers. The undersigned appoints any officer of the Company as the attorney-in-fact of the undersigned with full right to execute on behalf of the undersigned any document necessary to carry into effect the intent and purposes of this Agreement.

Disclosure to Applicant given pursuant to the Fair Credit Reporting Act. You are hereby notified that an investigative consumer report including information as to your character, general reputation, personal characteristics and mode of living MAY be obtained by the Company. You may request in writing from the Company disclosure of the nature and scope of such report if obtained. (This applies to an individual person only.) I acknowledge I have read the preceding Disclosure.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

Witness

Applicant's Signature

In consideration of the MERCHANTS BONDING COMPANY (Mutual) executing the bond herein applied for, I (we) jointly and severally join in the above indemnity agreement.

Witness

Indemnitor

Witness

Indemnitor

\*\*\* OVER \*\*\*

<input type="checkbox"/> <b>PROBATE</b> FINANCIAL STATEMENT NECESSARY AT UNDERWRITER'S DISCRETION <input type="checkbox"/> ADMINISTRATOR <input type="checkbox"/> EXECUTOR <input type="checkbox"/> PERSONAL REPRESENTATIVE <input type="checkbox"/> GUARDIAN/CONSERV. OF MINOR <input type="checkbox"/> GUARDIAN/CONSERV. OF INCAPACITATED PERSON  PLEASE ATTACH COURT PAPERS TO APPLICATION	Name of Deceased or Ward	Date of death	Date of appointment	Is applicant indebted to the estate or trust? <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, explain on an attached sheet!)
	Name and address of attorney (If none, do not write the bond; submit it to our underwriters)			
	Will the attorney remain involved throughout the duration of this estate? <input type="checkbox"/> Yes <input type="checkbox"/> No		Assets of estate or trust (Describe)	
	Name and age of Minor(s) or Incapacitated Person		Applicant's relationship to Deceased or Ward	Net Worth \$
	Are guardianship funds to be used for support of ward? <input type="checkbox"/> Yes <input type="checkbox"/> No Approximately how much per month?		What is the source of the guardianship funds?	
	Who are the heirs of this estate?			
	Will any business of the estate be continued by fiduciary? <input type="checkbox"/> Yes <input type="checkbox"/> No Describe:		Is this bond required on the demand of an interested person? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, who?	
	Name and address of Court			County
	What is the applicant's experience in handling fiduciary obligations?			



**\*IMPORTANT - READ BEFORE SUBMITTING APPLICATION\***

**Underwriting Guidelines for Probate Bonds:**

- There must be attorney involvement
- Submit a financial statement for bonds over \$200,000 or over \$50,000 for minor bonds \*
- All minor bonds must be pre-paid to the minor's age of majority

**If the following conditions exist, the application will need to be sent to us along with an explanation:**

- A gap between the date of death and date of appointment
- Objections to the applicant's appointment
- Dissension among family members
- Bond is required on demand of an interested person (other than the court)
- Applicant is indebted to the estate

**Rates for AL, AR, KS, MO, TN as of September, 2008**

**Administrator, Executor, Guardian and/or Conservator of a Minor or Incapacitated:**

- First \$2,000 - \$10.00 per one thousand
- Next \$48,000 - \$5.00 per one thousand
- Next \$150,000 - \$4.00 per one thousand
- Next \$300,000 - \$2.50 per one thousand
- Next \$500,000 - \$1.00 per one thousand

\* Bonds over \$200,000 (or \$50,000 for minor bonds) require additional underwriting and financial information. Please contact one of the following Bond Underwriters for more information:

- Cindi Thessing 501-660-7149 Fax 501-748-3954, cindi.thessing@regionsinsurance.com