



BOLOGNA AGENCY INC.

Surety Bonds

535 Griswold St. Suite 2260

Detroit, MI 48226

(313) 962-0373 Fax:(313) 962-0426

AGENT FOR THE COMPANY

HEREINAFTER CALLED THE COMPANY BOND NO. _____

APPLICANT

| | | |
|---------------------------------------|---|-------------|
| NAME: | INDIVIDUAL | CORPORATION |
| ADDRESS: | | |
| CITY, STATE, ZIP: | PHONE: | |
| HOW LONG AT CURRENT ADDRESS: | SOCIAL SECURITY NUMBER: | |
| DRIVERS LICENSE #: | DRIVERS LICENSE EXPIRATION DATE: | |
| DATE OF APPOINTMENT: | DATE OF BIRTH: | |
| RELATIONSHIP TO ESTATE: | PRIOR FIDUCIARY EXPERIENCE: | |
| APPLICANTS NET WORTH: | ANNUAL INCOME: | |
| HAVE YOU FILED A PERSONAL BANKRUPTCY? | DO YOU OWN YOUR OWN HOME? | |
| HAVE YOU HAD A CRIMINAL CONVICTION? | HAVE YOU LOST A CIVIL JUDGEMENT? | |
| EMPLOYER: | MARITAL STATUS: M S D W | |

BOND INFORMATION

NAME AND ADDRESS OF COURT: _____ DOCKET #: _____

TYPE OF BOND: _____ BOND AMOUNT: _____ EFFECTIVE DATE: _____

BOND PREMIUM: _____ ANNUAL PRE-PAID PRE-PAYMENT PERIOD: _____

HAS ANOTHER SURETY DECLINED OR CANCELED THIS BOND? IF YES, PLEASE EXPLAIN _____

DOES THIS REPLACE A PRIOR BOND? Yes No IS THIS AN ADDITIONAL BOND? Yes No ORIGINAL BOND # _____

WILL JOINT CONTROL BE EXERCISED? Yes No IF YES, BY WHO _____

DID DECEDENT LEAVE A WILL? Yes No IS A TRUST CREATED BY THE WILL ? Yes No (If yes, please attach a copy of the trust)

WILL THE ESTATE FUNDS BE USED FOR THE MAINTENANCE OF THE WARD Yes No Monthly Allowance: _____

ATTORNEY INFORMATION

NAME AND ADDRESS OF ATTORNEY: _____

PHONE NUMBER: _____ BAR NUMBER: _____

DOES THE ATTORNEY APPEAR ON THE ORIGINAL PETITION AND/OR HAVE THEY FILED AN APPEARANCE IN THE ESTATE? Yes No

WHAT DUTIES WILL THE ATTORNEY PERFORM? _____

ATTORNEY RECOMMENDATION OF CLIENT: _____

ESTATE INFORMATION

NAME OF ESTATE: _____ SSN OR TAX I.D. # : _____

DATE OF BIRTH OF WARD: _____ DATE OF DEATH OF DECEASED: _____

HOW DOES THE PERSONAL REPRESENTATIVE SHARE IN THE ESTATE? (decedents estates only) _____

NAMES OF HEIRS AND/OR BENEFICIARIES - attach list if necessary _____

ASSETS OF THE ESTATE: CASH: \$ _____ REAL ESTATE: \$ _____

OTHER ASSETS \$ _____ MONTHLY INCOME: \$ _____ DEBTS/LIABILITIES: \$ _____

YES NO YES NO

VETERANS CASE? IF YES, V.A. CASE # _____ WILL APPLICANT OPERATE A BUSINESS FOR THE ESTATE? _____

IS APPLICANT INDEBTED TO THE ESTATE? _____ IS APPLICANT A SUCCESSOR FIDUCIARY? _____

IS THE BOND REQUIRED ON THE DEMAND OF A CREDITOR OR HEIR? _____ HAS THE APPLICANT HAD PRIOR CUSTODY OF ASSETS IN ANY CAPACITY? _____

EXPLANATION: _____

PAYMENT MUST BE INCLUDED WITH APPLICATION

GENERAL BOND CONDITIONS

YES NO

Do you understand that the bond remains in effect until a final discharge is issued by the court and delivered to the surety?
Do you understand that the court must order all increases and reductions of the bond?
Do you understand that the bond premium is to be paid annually on the renewal date of the bond?
Do you understand that you must retain an attorney throughout the administration of the estate?
Do you understand that this bond is a contract between you and the surety company, and that you are personally responsible for the payment of the bond premium(s) including renewals?

AGREEMENT OF INDEMNITY

The undersigned applicant and indemnitors hereby request The Company to become surety for the above bond. In consideration thereof, the undersigned hereby certify the truth of all statements in the application and attachments and jointly and severally agree:

- 1) to pay the usual premiums, including continuations, renewal premiums, and earned premiums, on or before the renewal date.
- 2) to completely INDEMNIFY the company from and against any liability, loss, cost, attorney's fee and expense whatsoever which the company shall at any time sustain as surety on this bond, of for the encroachment of this agreement.
- 3) that the Company shall, without notice, have the right to amend the penalty terms and conditions of any bond issued for the undersigned and this agreement shall apply to any such amended bond.
- 4) that the Company shall have the right to adjust, settle or compromise and claim, demand, suit or judgment upon said bond(s) and it's decision in good faith;
- 5) Upon demand by the Company, to deposit as collateral security, funds or other collateral/assets satisfactory to the Company, with the Company in amount sufficient to satisfy any claim against the Company by reason of such suretyship.
- 6) that if said bond is cancelable, this agreement may be terminated as to subsequent liability, upon written notice to the Company and with written confirmation from the Company stating when such termination will take effect.
- 7) an itemized statement of loss and expense incurred by the Company, sworn by and officer of the Company, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company.
- 8) 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;
- 9) that the applicants and indemnitor(s) hereby authorize the Company as designated to make such pertinent inquiry as may be necessary from financial institutions, person, firms and corporations in order to confirm and verify information referred to or listed on this application. This includes, but is not limited to credit reports and histories and to confirm the bank balances claimed and all other items on any financial report furnished until all liability of the company for suretyship or claim obligations expire.

Special Notice for Bonds Written through Merchants Bonding Company: 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.

Signed this _____ day of _____, _____

TYPED NAME OF APPLICANT

Witness: _____
(signature)

By **X** _____
(signature of individual)

Witness: _____
(signature)

By _____
(signature)

In consideration of the execution by the Company of the bond herein applied for, the undersigned jointly and severally join in the foregoing indemnity agreement.

Witness: _____

_____ Indemnitor

AGENTS RECOMMENDATION (This section for Bologna Agency Use Only)

BOND EXECUTED BY AGENT

COMPANY TO EXECUTE BOND

Bologna Agency Inc.
535 Griswold St. Suite 2260
Detroit, MI 48226

Signature: _____