

# LOST INSTRUMENT BOND

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

That \_\_\_\_\_

herein called the Principal, and \_\_\_\_\_, a corporation licensed to do business in the State of \_\_\_\_\_, as Surety, are held and firmly bound unto \_\_\_\_\_ herein called the Obligee, in the penal sum of \_\_\_\_\_ (\_\_\_\_\_).

WHEREAS, The said \_\_\_\_\_

issued to and in the name of \_\_\_\_\_

certain \_\_\_\_\_ herein called the "Instrument"

dated \_\_\_\_\_ for \_\_\_\_\_

and the Principal alleges that the Instrument has been lost or destroyed.

AND WHEREAS, the Principal has applied to the Obligee for a new instrument and the Obligee is willing to issue a new instrument, in lieu of the Instrument lost or destroyed, as aforesaid, upon the execution of a Bond of Indemnity against any and all loss or damage, not to exceed the amount of the penal sum mentioned in the above obligation, which may arise to the Obligee from the use of the Instrument so lost or destroyed, or from the issue of said new instrument.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the above bounden Principal, heirs, executors, and administrators, shall and do, from time to time, and at all times hereafter, well and sufficiently indemnify, save and keep harmless the Obligee, heirs, executors, and administrators, successors and assigns, from and against any use of the Instrument herein before particularly described, and from and against all claims, demands, suits, actions, payments, loss, damage, cost and expense to which the Obligee, heirs, executors, and administrators, successors or assigns, shall or may be subjected by reason of or growing out of the loss or destruction of the Instrument, as above recited, and by reason of or growing out of the issue of the said new instrument in lieu of the Instrument so lost or destroyed; and, if the above bounden Principal, heirs, executors or administrators shall and do surrender or deliver to the Obligee the lost Instrument, if found, then this obligation is to be void, otherwise to be and remain in full force and virtue.

Signed, sealed and dated on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal

By \_\_\_\_\_

Countersigned (if required):

By: \_\_\_\_\_ Surety

By \_\_\_\_\_