

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 PO BOX 1227, BALTIMORE, MD 21203**

Application For Probate Bond

1. Applicant _____ Age _____ S.S.# _____
 2. Address _____
 How Long? _____ Phone # _____
 3. Occupation/Employer _____
 How Long? _____ Phone No. _____
 4. Bond Amount \$ _____ Effective Date _____
 Personal Representative Guardian Conservator
 Special Administrator Testamentary Trustee
5. Name of Deceased _____ Minor(s) _____
 Incompetent _____ Date of Birth _____ Date of Death _____
 6. What is your relationship to the Ward? _____
 7. Are you in possession of any assets of the Estate? _____
 8. Court where filed _____ Case No. _____
 9. Name and address of Attorney _____
 10. Value of Estate: Real Est. \$ _____ Personal Prop. \$ _____ Debts of Est. \$ _____
 11. Was a will found? _____ If yes, attach copy.
 12. Is applicant indebted to the Estate? _____
 13. Will Applicant operate a Going business for the Estate? _____
 14. Is the bond applied for intended to replace the bond for another Surety? _____
 15. Will you give the Surety Joint Control over Estate Assets? _____

**If Answer To Questions 7, 12, 13, or 14 Is "Yes", Submit Full Information To Your Reporting Office.
 If Bond Amount Exceeds \$100,000, List Below All Parties As Heirs At Law, Devisees, Legatees Or
 Distributees:**

Name	Age	Relationship to Deceased	Address

16. Spouse's occupation/employer _____ How Long? _____
 17. Have you or your spouse ever filed for bankruptcy? _____ When? _____
 18. Have you or your spouse been convicted of or, awaiting trial for a crime? _____
 Explain? _____
 19. Current credit rating _____ Verified _____

Applicants Financial Information

20. Total value of Real Estate \$ _____
 21. Total value of Personal Property \$ _____ \$ _____
 (Cash, CD's, Etc.) (Other)
 22. Total Annual Income of Applicant \$ _____
 23. Total Annual Income of Spouse \$ _____
 24. Total Outstanding Debt \$ _____

The undersigned hereby represents that the statements made herein as an inducement to Fidelity and Deposit Company of Maryland (Hereinafter called Company), their successors and assigns, to execute the bond applied for herein are true, and, should the Company execute said bond and any renewals, continuations, extensions or increases thereof, or any additional bond or bonds in the same proceeding or case, and/or any substitutes therefore, with the same or different conditions, hereby agrees as follows: **FIRST**, To pay the Company in advance the premium for the first year and to pay in advance any renewal or additional premiums which are provided for by the Company rates until the Company is provided with evidence that it is released from all liability on said bond; **SECOND**: to indemnify the Company against all loss, liability, costs, damages, attorney's fees and expenses whatever, which the Company might incur by reason of executing said bond, making an investigation on account thereof, in prosecuting or defending an action thereon, in obtaining a release therefrom, and enforcing this agreement; **THIRD**, The Company shall have the right and is authorized, but not required to: (a) adjust, settle or compromise any claim, demand, suit or judgment upon said bond, unless the undersigned shall request the Company to litigate such claim or demand or to appeal such judgment, and shall deposit with the Company collateral satisfactory to it in kind and amount; (b) to assent to any change in said bond and/or any document referred to therein; **FOURTH**, That in the event of payment, settlement or compromise, in good faith, made as indicated herein, an itemized statement thereof, sworn to by any officer of the Company or the voucher(s) or other evidence of payment shall be *prima facie* evidence of the fact and extent of the liability of the undersigned in any claim or suit thereunder; **FIFTH**, That the Company have the absolute right to cancel said bond if it contains a cancellation clause or procure its release from said bond under any law permitting same and the Company is hereby released from any damage that might be sustained by reason of such cancellation or release; **SIXTH**, that this obligation shall be for the benefit of any company or companies which the Company may procure to execute or join with it in executing such bond, or to assume reinsurance thereon; **SEVENTH**, That nothing herein shall be construed to waive any right or remedy which the Company might have if this instrument were not executed; **EIGHTH**, that if this bond herein applied for is on behalf of two or more principals, then it is agreed and understood that this indemnity shall apply and be binding upon the undersigned, regardless of whether the undersigned or any one or more of them, is by judicial decree or otherwise freed from liability in the case in which the bond herein applied for is required; **NINTH**, That this agreement shall be binding upon the undersigned and each of them whether signing as an applicant or indemnitor, jointly and severally and upon their heirs, administrators, executors, successors, and assigns, and shall be liberally construed as against the undersigned.

In Witness Whereof, I (we) hereunto subscribe my (our) names this _____ day of _____, _____
IF INDIVIDUAL sign here:

Witness: _____

IF CO-PARTNERSHIP, co partnership and all co-partners sign here:

(Name of co-partnership)

Witness: _____
(Individually and as a co-partner)

Witness: _____
(Individually and as a co-partner)

Witness: _____
(Individually and as a co-partner)

IF CORPORATION, imprint corporate seal and sign here:

Attest: _____
(Name of Corporation)

Secretary By _____
President

ADDITIONAL INDEMNITY

In consideration of Fidelity and Deposit Company of Maryland, its successors and assigns, executing, or procuring the execution of, or refraining from presently exercising its right to cancel, the bond herein applied for, we jointly and severally join in the foregoing agreement; and the undersigned, if a corporation, warrants that it is financially interested in the performance of the obligation which said bond applied for is given to secure, and asserts that it is fully empowered to obligate itself hereby.

Signed, sealed and dated this _____ day of _____, _____

Witness: _____
(Indemnitor)

Witness: _____
(Indemnitor)

Witness: _____
(Indemnitor)

Witness: _____
(Indemnitor)

Must be acknowledged before Notary Public by Indemnitor(s).

STATE OF _____
COUNTY OF _____

On this _____ day of _____, _____ before me personally appeared _____

_____ to me known to be the person(s) or member(s) of the partnership or officer(s) of the corporation that signed the foregoing instrument and acknowledged the execution of the same to me.

(Notary Public)

My commission expires _____

Fidelity and Deposit Company of Maryland
Colonial American Casualty and Surety Company
Home Office: P.O. Box 1227 Baltimore, Maryland 21203

Bond Application
(Not To Be Used for Construction Bonds)

1. Applicant Name First _____ MI _____ Last _____

Married _____ Single _____

2. Applicant SS# _____

3. Applicant DOB ____ / ____ / ____

4. Spouse Name First _____ MI _____ Last _____

5. Spouse SS# _____

6. Spouse DOB ____ / ____ / ____

7. Address _____ Home Ph _____

City _____ State _____ ZIP _____

8. Applicant's Employment

Name of Company _____

Address _____

Work Phone # _____

9. Spouse's Employment

Name of Company _____

Address _____

Work Phone # _____

The John A. Barclay Agency, Inc.

P.O. Box 2274

Austin, Texas 78768