



Department of Banking and Finance  
Mortgage Division  
2990 Brandywine Road, Suite 200  
Atlanta, Georgia 30341-5565  
770-986-1017 Phone/770-986-1029 Fax

January 18, 2006

RE: Letter of Credit

O.C.G.A. 7-1-1003.2(d) An irrevocable letter of credit from a federally insured financial institution in form and terms acceptable and payable to the Department may be substituted for the bond requirement for a mortgage broker or mortgage lender license.

The attached is the acceptable letter of credit for your review. The Letter of Credit must use this wording.

The letter of credit can be issued for one or two years with an expiration date of May 31 of the applicable year.

If you have any questions please let us know by e-mail at [renewal@dbf.state.ga.us](mailto:renewal@dbf.state.ga.us) .

(BANK NAME)  
LETTER OF CREDIT NUMBER:  
ISSUE DATE:

APPLICANT:

BENEFICIARY:  
STATE OF GEORGIA  
DEPARTMENT OF BANKING AND FINANCE  
2990 BRANDYWINE ROAD, SUITE 200  
ATLANTA, GA 30341

**FOR USD 50,000/150,000  
(FIFTY/ONE HUNDRED FIFTY THOUSAND 00/100 U. S. DOLLARS)**

DATE OF EXPIRATION: MAY 31, 2006, with 31 days prior notice by CERTIFIED- RETURN RECEIPT U.S. MAIL to the beneficiary of this letter of credit

PLACE OF EXPIRATION:

EFFECTIVE (DATE) we hereby establish our IRREVOCABLE LETTER OF CREDIT NO.

\_\_\_\_\_ in BENEFICIARY'S FAVOR for account of the above referenced applicant available by beneficiary's draft drawn on (BANK NAME). Payable at sight for any sum of money not to exceed the total of the amount referenced above when accompanied by this LETTER OF CREDIT and the following document:

Beneficiary's dated certificate signed by the Commissioner or any Deputy Commissioner of The DEPARTMENT OF BANKING AND FINANCE. The certificate must state that (APPLICANT) has violated Article Thirteen of the Code of Georgia or Rules Promulgated by the Department of Banking and Finance or any other State Law which has resulted in financial loss or harm to any person entitled to protection under Article Thirteen and any monies that have become due because of such loss or harm have not been paid by (APPLICANT).

The Letter may be used to collect any funds due to the State, an individual or a group of individuals, by virtue of a violation of Article Thirteen or applicable Laws and Regulations

This Letter of Credit is IRREVOCABLE and cannot be canceled. This Letter of Credit will remain in effect for TWO YEARS after (APPLICANT) ceases doing business or surrender or loss of (APPLICANT'S) Georgia Residential Mortgage License FOR ANY REASON. However, this Letter of Credit has a final expiration date of (DATE). In the event (APPLICANT NAME) closes its business or surrenders or loses its Georgia Residential Mortgage License prior to the EXPIRATION DATE, (DATE), then the Letter of Credit shall be returned to (Name of Bank) by the Beneficiary for cancellation after the two year period has run.

The Beneficiary of this Letter of Credit must be given 31 days NOTICE BY CERTIFIED- RETURN RECEIPT U.S. MAIL if, for any reason, this Letter of Credit WILL NOT BE RENEWED.

This Letter of Credit is subject to the UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION 500.

We hereby agree with you that all Drafts drawn in compliance with the terms of this Letter of Credit will be duly honored upon presentation and delivery of the documents specified above to (BANK NAME), (ADDRESS WHERE PRESENTATION MUST BE MADE).

(BANK)

(OFFICER)

(OFFICER)

cc: Applicant

In the presence of;

Unofficial Witness

Notary

Seal