

**AFFIDAVIT AND INDEMNITY FOR LOST INSTRUMENTS  
DECLARATION OF LOSS**

Date: \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_ as  
Affiant who, being by me duly sworn, made the following statement:

I, \_\_\_\_\_, reside at \_\_\_\_\_ in \_\_\_\_\_ county. If  
acting as the representative for another entity, I am the \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_.

I represent that I am the \_\_\_\_\_ of the following instrument (hereinafter called the  
"Instrument"), which Instrument I have lost possession of:

- Type of Instrument:
- Date executed or opened:
- Amount of Instrument: \$ \_\_\_\_\_
- Identifying number or account number:

If negotiable, the Instrument was made payable to:  
and was  not endorsed or  
 endorsed as follows:

I further depose and state that if the Instrument is a certified check, I am the drawer or payee of the certified check,  
or, if the Instrument is a cashier's check or a teller's check, I am the remitter or payee of the cashier's check or teller's check.

I cannot reasonably obtain possession of the Instrument because it was destroyed, its location cannot be  
determined, or it is in the wrongful possession of an unknown person, a person that cannot be found, or a person  
that cannot be served legal process.

I further depose and state the following:

1. The Instrument has become lost, stolen, or destroyed. (description)
2. If the Instrument has been lost, I have made a diligent search for the Instrument and have been unable to find it.
3. I have not sold, assigned, pledged, or otherwise transferred the described Instrument. The Instrument  
was not lawfully seized. No person has any right, title, or interest in the Instrument, other than me/us.

This affidavit is made, under the penalties of perjury, to request a stop payment of the Instrument and to either  
induce the obligor under the Instrument to issue a duplicate or replacement of the Instrument or to induce the obligor to pay  
me the amount of the Instrument.

In consideration of your compliance with this request,

I, as principal,

I, as principal, and

\_\_\_\_\_ as surety, hereby agree(s)

to indemnify, keep indemnified, and hold the obligor harmless from and against any and all claims, demands, actions,  
proceedings, judgements, losses, damages, counsel fees, payments, expenses and liabilities whatsoever which obligor, at  
any time shall or may sustain or incur by reason of: (a) having complied with my request, or (b) any claims or demands  
which may be made with respect to the Instrument, or (c) declining to honor the Instrument, or (d) the payment, honor or  
transfer of credit, which may be given, made or permitted with respect to the Instrument, whether through inadvertence,  
accident, oversight, neglect or otherwise.

The liability of the undersigned principal and surety under this agreement shall accrue immediately upon the  
presentation for payment of the original Instrument, which has been claimed to be lost, stolen or destroyed, or the  
assertion against you by any person of any right, title or interest in it. The undersigned further agree(s) to deliver the  
original instrument for cancellation if it should be found or otherwise recovered.

The agreement shall inure to and be binding upon your and the undersigned's(s') respective assigns, successors and  
legal representatives. The undersigned, if more than one, shall be jointly and severally bound and liable hereunder in the  
penal sum of \$ \_\_\_\_\_ and if any of the undersigned is a partnership, also the members thereof individually.

I acknowledge that this claim must be received at a time and manner affording the institution time to act on  
the claim before the Instrument is paid. If the Instrument is a cashier's check, teller's check, or certified check, I  
understand that there may be a waiting period as allowed by law before the claim becomes enforceable and before  
you will pay me, if I am entitled to payment. I understand that until the claim becomes enforceable, you may pay the  
Instrument to a person having rights of a holder in due course. If you pay the amount of the item to me and the  
Instrument is presented by a person having those rights, I must refund the payment to you if you paid the Instrument,  
or pay the amount of the Instrument to the person having rights of a holder in due course if the check is dishonored.

By initialing, I acknowledge this is page 1 of 2 of the Affidavit and Indemnity for Lost Instruments, Declaration of Loss

\_\_\_\_\_  
Initials

Date:

Signed and delivered in the presence of:

X \_\_\_\_\_ X \_\_\_\_\_  
Date Date

X \_\_\_\_\_  
Date

**ACKNOWLEDGMENT**

State of: \_\_\_\_\_ )  
County of: \_\_\_\_\_ ) ss. Seal or Stamp

On this day, \_\_\_\_\_, the forgoing Affidavit was sworn and subscribed to that the contents of the document are truthful and accurate before me by the Affiant, proved to me on the basis of satisfactory evidence to be the person who appeared before me, and is made under the penalties for perjury.

Personally known or  Produced identification. Type of ID:

My expiration date is: \_\_\_\_\_ X \_\_\_\_\_  
Notary acting county: \_\_\_\_\_ Date

Notary Address: \_\_\_\_\_  
(including county) Identification Number:

Document Description

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_ Circuit \_\_\_\_\_

**RECONCILEMENT**

I further state and by signing acknowledge that: (check one and complete as applicable)

- I have withdrawn the full value, \$ \_\_\_\_\_, of the Instrument on \_\_\_\_\_.
- My account, number \_\_\_\_\_, has been credited in the amount of the Instrument, \$ \_\_\_\_\_, on \_\_\_\_\_.
- I have received a duplicate or replacement Instrument on \_\_\_\_\_ in the amount of \$ \_\_\_\_\_, number \_\_\_\_\_. If negotiable, the duplicate or replacement Instrument is made payable to \_\_\_\_\_.
- Other (please describe) \_\_\_\_\_.

\_\_\_\_\_ X \_\_\_\_\_  
Date