

# declaration of lost / stolen / destroyed official check & indemnification agreement



## Part I.

The following described UMe Federal Credit Union official check has been:  lost,  stolen,  destroyed, or  other: \_\_\_\_\_

Check Number: \_\_\_\_\_ Dated: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Payee: \_\_\_\_\_

The check was subsequently endorsed to: \_\_\_\_\_

Reason for Stop Payment Request: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I request that UMe Federal Credit Union:  Issue a replacement check  Issue a refund for the amount of the check (*refund only to purchasers who are members*)

In the event that the check described above is presented for payment by a person having the rights of a holder in due course, and UMe Federal Credit Union ("the Credit Union") pays the check, I agree to refund any amount paid by the Credit Union. I understand that if the Credit Union does not pay the check, I may be obligated to pay the amount of the check to the person having the rights of a holder in due course.

I declare, under penalty of perjury, that all statements contained in this document are true and correct, that the loss of possession of the check was not the result of a transfer by me or a lawful seizure, and that I cannot reasonably obtain possession of the check because the check was destroyed, its whereabouts cannot be determined, or it is in the possession of a person that is either unknown, cannot be found, or is not amenable to service of process.

X \_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Date

Member/Purchaser's Account Number: \_\_\_\_\_

## Part II / Indemnity Agreement for Replacement or Refund of Official Check

I request replacement or refund of the above described UMe Federal Credit Union official check. I understand there is a **\$25 Fee** for the Official Check Stop Payment.

In consideration of UMe Federal Credit Union's ("the Credit Union") acting in reliance upon the foregoing representations and warranties in the Declaration of Lost/Stolen/Destroyed Official Check and/or in this Indemnity Agreement and in further consideration of the Credit Union's compliance with the foregoing request and honoring the claim earlier than 90 days after the issuance of the check, I agree to indemnify and hold harmless the Credit Union from and against any and all claims, demands, losses, damages, actions, and causes to action, including expenses, costs, and reasonable attorneys' fees incurred by the Credit Union shall accrue immediately upon the presentation for payment of the original instrument or the assertion by any party whatsoever of any claim under or on account of the said instrument irrespective of the manner or procedure in or by which the said presentation or assertion is made. I hereby agree to deliver to the Credit Union for cancellation the original instrument if the same shall ever be found.

If more than one person makes this Indemnity Agreement with the Credit Union the representations and warranties herein shall be joint and several and this Indemnity Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned and shall inure to the behalf of the Credit Union, its successors, and assigns. This obligation is unlimited as to time.

X \_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Date

## NOTARY CERTIFICATE

State of California, County of \_\_\_\_\_

On \_\_\_\_\_ Before me: \_\_\_\_\_  
(Date) (Name and Title of the Officer)

Personally appeared, \_\_\_\_\_  
(Name(s) of the Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. Signature: \_\_\_\_\_  
(Signature of Notary Public)

Place Notary Seal Here

(Seal)