

Credit Union Check Stop Payment Request and Indemnification Agreement

Declaration of Loss and Request for Replacement or Refund of Credit Union Check

The following described Excel Federal Credit Union check has been lost, stolen or destroyed:

Check Number: _____ Dated: _____ Amount: \$ _____

Payee: _____

The check was subsequently endorsed to: _____

I make this request in my/our capacity as:

- ☐ Purchaser of the check
☐ Payee of the check

I request Excel Federal Credit Union to:

- ☐ issue a replacement check
☐ issue a refund for the amount of the check (purchaser only)

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 Excel Federal Credit Union pays the check, I agree to refund any amount paid by Excel Federal Credit Union. I understand that if Excel Federal 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 _____ **OR** **X** _____
Purchaser's Signature Date Payee's Signature Date

Member/Purchaser's Account Number _____ (Complete only if purchaser is requesting refund)

Indemnity Agreement for Replacement or Refund of Credit Union Check

I request replacement or refund of the above described Excel Federal Credit Union check.

In consideration of Excel Federal Credit Union (Credit Union) acting in reliance upon the foregoing representations and warranties in the Declaration of Loss and Request for Replacement or Refund of Credit Union check and/or in this Indemnity Agreement and in further consideration of 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 Credit Union from and against any and all claims, demands, losses, damages, actions, and causes to action, including expenses, costs, and reasonable attorney's fees incurred by the Credit Union having relied upon the foregoing representations and warranties and/or complied with the foregoing request of the undersigned. My liability to Credit Union shall accrue immediately upon the presentation for payment of the original Instrument or the assertion by any party whatsoever of any claims 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 agree at any time and immediately upon demand to furnish Credit Union with and pay for a bond in a form satisfactory to Credit Union executed by a corporate surety satisfactory to Credit Union in the principal amount of the original Instrument so as to secure the foregoing obligation of the undersigned or the Credit Union may require funds remain on deposit in the purchaser's account to protect the Credit Union against loss. I hereby agree to deliver to Credit Union for cancellation the original Instrument if the same shall ever be found.

If more than one person makes this Indemnity Agreement with 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 benefit of Credit Union, its successors, and assigns. This obligation is unlimited as to time.

X _____ **X** _____
Member/Purchaser's Signature Date Payee's Signature (if not Member/Purchaser) Date

Date Cleared _____ Date Stop Placed _____ Payee Address _____
Posted to GL # _____ Payee Telephone # _____
Returned to Member Acct # _____ Payee Identification _____
Reissued Check # _____
Approved By _____ Processed By _____

SIGNATURE NOTARY (Required for Payee if Payee is not Member/Purchaser)

Place Notary Seal Here

State of _____ County of _____

On _____ Before me, _____

Date

Name and Title of Officer

Personally appeared, _____ personally known

To me (or 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 this instrument.

WITNESS my hand and official seal. Signature _____

(Seal)