

DECLARATION OF LOST, STOLEN OR DESTROYED OFFICIAL CHECK

STATE OF _____

COUNTY OF _____



The undersigned, being first duly sworn, on oath says that:

- 1. I am the purchaser or an authorized representative of the purchaser of an official check issued by Austin FCU, issued as indicated below:

Check Number _____ Date Issued _____ Amount _____

Payable To _____

- 2. The purchaser lost possession of the check.
3. The purchaser did not lose possession of the check by transferring it to anyone or by a lawful seizure of the check.
4. The purchaser cannot reasonably obtain possession of the check because:
() The check was destroyed.
() The check's whereabouts cannot be determined.
() The check is in the wrongful possession of an unknown person.
() The check is in the wrongful possession of a person that cannot be found.
() The check is in the wrongful possession of a person that is not amenable to service of process.
5. The purchaser hereby requests Austin FCU to pay it the amount of the check.
6. The purchaser acknowledges that Austin FCU has no obligation to pay the payee the amount of the check if Austin FCU pays or has paid the check (i) within 90 days after it was issued, or (ii) before Austin FCU has had a reasonable time to act on this Declaration, given the time and manner in which Austin FCU received this Declaration.
7. The purchaser further acknowledges that if the check is presented to Austin FCU for payment by someone with the rights of a holder in due course and the purchaser has been paid for the check under this Declaration, the purchaser is obligated to pay Austin FCU the amount of the check if Austin FCU pays the check, and the purchaser is obligated to pay the person presenting the amount of the check if Austin FCU does not pay the check.
8. The purchaser hereby gives up all rights with respect to the check except the right to be paid the amount of the check by Austin FCU under this Declaration.
9. The purchaser agrees to pay Austin FCU any amounts that Austin FCU may pay if the original check is ever presented to an Austin FCU. This includes any amounts Austin FCU pays for attorney's fees related to the original check, and any amounts Austin FCU pays under any lawsuit related to the check.
10. The purchaser further acknowledges that this Declaration is made under penalty of perjury. Affiant knows that the matters herein stated are true.

Signature

Date

() Daytime Phone

Subscribed and sworn to before me this ____ day of _____, _____.

Notary Public