

**DECLARATION OF LOST, STOLEN OR DESTROYED TELLER'S OR CASHIER'S CHECK**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

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

- 1. I am the payee or an authorized representative of the payee of teller checks drawn by U.S. Bank National Association on U.S. Bank, or cashier checks issued by a bank subsidiary of U.S. Bank, which subsidiaries include U.S. Bank, issued as indicated below:

Check Number	Date Issued	Amount	Payable To
_____	_____	_____	_____

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

\_\_\_\_\_  
Signature (if more than one Payee, both must sign)

Subscribed and sworn to before me this

\_\_\_\_\_  
Title (if a Representative of Payee)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
SSN/TIN (\_\_\_\_\_) \_\_\_\_\_  
Daytime Phone

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and ZIP