

IN THE DISTRICT COURT OF THE _____ JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF _____

THE STATE OF IDAHO,)
) Case No. _____
 Plaintiff,)
 v.) PROPERTY BOND – REAL PROPERTY
)
 _____,)
)
 Defendant.)
 _____)

[I] [We], _____, being duly sworn upon oath, depose and state as follows:

1. [I] [We] reside at _____.
2. [I am] [We are] the owner[s] of property located in the State of Idaho at the following address: _____, and described as follows: _____.
3. There are no other owners of the above-described property.
4. [I] [We] acknowledge that the above-named defendant is charged in this case with the following offenses: _____.
5. [I] [We] acknowledge that bail has been set by the court in this case at \$ _____.
6. By this property bond, [I] [we] guarantee that the defendant will appear in court as ordered at all hearings and proceedings where the defendant's presence is required until the case is resolved.

7. [I] [We] have executed a promissory note pledging to pay to _____ County the full amount of the bail if the defendant fails to appear as required by the court. Such payment shall be made as provided in the Idaho Bail Act, Idaho Code § 19-2901 *et seq.*, and within the time established by Idaho Code § 19-2918.

8. [I] [We] pledge, under the provisions of Idaho Code § 19-2909, the above-described property as security for the guarantee that the defendant will appear in court as ordered in this case. [I] [We] agree and understand that in the event that the court orders forfeiture of the bail following the defendant's failure to appear in court as ordered, and if [I] [we] should fail to make remittance of the forfeiture as provided in Idaho Code § 19-2918, the above described property may be sold to satisfy payment of the bail. In such event, [I] [we] shall also be required to pay all attorney fees and costs arising from the sale of the property.

9. The tax-assessed value of the above-described property is \$_____. The following documentation establishing such value is attached: _____.

10. The above-described property is subject to the following liens and encumbrances: _____. The following documentation reflecting such liens and encumbrances is attached: _____. There are no other liens or encumbrances on the property.

11. [I] [We] agree that [I] [we] shall not sell, lease, or encumber the property in any way without first informing the court. [I] [We] further agree that should [I] [we] become aware of any liens or encumbrances on the property in addition to those listed above [I] [we] shall immediately inform the court.

12. [I] [We] understand and agree that this property bond shall be recorded in the county in which the above-described property is located, that [I] [we] shall pay all recording fees and

costs, and that this bond when so recorded shall constitute a lien on the above-described real property.

DATED this _____ day of _____, 20____.

STATE OF IDAHO)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me a Notary Public for the State of Idaho, personally appeared _____, known to me and/or identified to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

Notary Public
Residing at _____
Commission Expires _____

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the _____ day of _____, 20____, I caused a true and correct copy of the foregoing document to be delivered to the following in the method marked herein:

- ___ Mailed
- ___ Hand-Delivered
- ___ Faxed to ()
- ___ Mailed and Faxed
