

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 – PERSONAL 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 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 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 with the Office of the Secretary of State pursuant to Idaho Code § 28-9-501, 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

\_\_\_\_\_