

DEPOSIT OF REAL ESTATE EQUITY

A PACKET OF THE BELOW LISTED FORMS MAY BE OBTAINED FROM THE CRIMINAL CLERK'S OFFICE

CR-20 – Application for Real Property Equity Bond and Declaration of Property Owner

CR-21 – Promissory Note

CR-22 – Deed of Trust

CR-23 – Order Approving Property Bond and Release of Defendant

CR-24 – Full Reconveyance (Release of Bond)

The forms required by the Court to approve a Property Bail Bond and which are not provided by the Criminal Clerk's Office are:

- A) Preliminary Tittle Report from a California title company dated within one week prior to application for bond.
- B) A certified copy of the current tax assessment or a recent appraisal by a qualified appraiser for the type of property.
 - a. State of California Savings and Loan Commissioner's Office
 - b. Federal National Mortgage Administration
 - c. Society of Real Estate Appraisers (Residential)
 - d. M.A.I. (Commercial, Industrial Properties). The appraisal must be in writing and must contain a statement of qualifications.

Procedure:

1. Ensure all forms are present except CR-24, file stamp and initial. Pull file, type a yellow commitment form, place in out card and send to the Judge for review and signature. The property Bail Bond packet may come to the clerk's office already signed by the Judge.
2. Once **Order Approving Property Bail Bond and Release of Defendant** is signed, the **Deed of Trust** should have been recorded (the Deed of Trust will have the County Recorder's stamp on the document). The original Deed of Trust will be mailed to Superior Court, Attn: Criminal Clerk's Office Supervisor, by the Clerk Recorders Office.
3. Original **Order Approving Release of Defendant** is filed in the Superior Court's file (be sure to seal the Judge's signature). Give attorney of record a copy of the **Order Approving Release of Defedant** and a copy of the yellow commitment form to take to the jail.
4. Record in the Bail Bond Register all information relating to the property bail bond (initials, date, defendant's name, case #, amount of bail, property bail bond).

5. The Court retains the original **Order Approving Bail Bond and Release of Defendant** (seal Judge's signature), copy of application (with attachments), copy of **Deed of Trust**.
6. The docket is noted: Property bail bond amount, date posted, initials and the date paperwork was filed in Superior Court.
7. Original forms CR-20, CR-21, CR-22 and a copy of CR-23 are filed in the Superior Court within 24 hours of the approval by the Court. May only have a copy of Deed of Trust (CR-22) because original Deed of Trust is in the Recorder's Office.

EXONERATION OF PROPERTY BAIL BOND

When the Judge of the Superior Court orders the Property Bond to be exonerated:

1. The attorney of record (or parties to the action) shall be responsible for completing a Full Reconveyance form.
2. The attorney of record (or parties to the action) shall be responsible for making an appointment with the Court Executive Officer for Superior Court so that he/she may sign Full Reconveyance form in front of Public Notary. The attorney of record (or parties to the action) shall be responsible for bringing Public Notary to appointment.
3. The attorney of record (or parties to the action) shall be responsible for submitting to the County Recorder's Office the Full Reconveyance to be recorded. Once recorded, a copy of the Full Reconveyance is to be filed with the Superior Court Clerk's Office. Once copies have been filed, the Clerk of the Court will mail, via certified mail with return receipt requested, a copy of the Promissory Note and Full Reconveyance with the original Deed of Trust to the name and address noted on the Full Reconveyance form.

PROPERTY BAIL BOND FORFEITURE

The Judge must order the property bail bond forfeited. The clerk's office shall:

1. Prepare Order of Forfeiture and have the Judge sign.
2. Prepare Summary Judgement and have the Judge sign.
3. Mail certified copy of the Order of Forfeiture and Summary Judgement to attorney of record, signer of the Deed of Trust, County Counsel, and Superior Court.

The County Counsel's Office shall prepare all the necessary documents for the sale of the property.

DEPOSIT OF REAL ESTATE EQUITY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS

PEOPLE OF THE STATE OF CALIFORNIA

Plaintiff

vs.

Defendant

Case Number : _____

APPLICATION FOR REAL PROPERTY EQUITY BOND AND DECLARATION OF PROPERTY OWNER(S)

Hearing Date: _____

Time: _____

Department: _____

I/We, _____ and _____ declare as follows:

- 1. The defendant above named, having been arrested, has had bail set in the amount of \$_____.
2. I/We desire to post a "property bond" consisting of real estate equity pursuant to the provisions of section 1298 of the California Penal Code.
3. I/We own real property located at _____, which has a present market value of \$_____, the legal description of which is attached as: _____
4. I/We owe \$_____ on the property as of this date, therefore my equity in said real property is at least twice the amount of the bail set in the matter.
5. The following liens in the following amounts and no others exist on the property: _____

Statements from all persons who have liens and encumbrances against the property verifying how much is presently owed on the property and that all such obligations are current are also attached.

- 6. I/We have (not) previously qualified such property for a property bail bond within the prior 12 months (in the amount of \$_____, not exonerated).
7. I/We am/are attaching to this declaration an original Preliminary Title Report, a certified appraisal of the property, and copies of financial statements from all persons who have liens against the property, showing how much is presently owed on the property.
8. I/We agree to maintain the insurance on the property and keep all property taxes and obligations listed in paragraph 4 current while the property bond is in force.
9. I/We desire that the court approve my/our application for a "property bail bond" and make this declaration in support of such application. I/WE UNDERSTAND THAT IN THE EVENT THAT THE PERSON FOR WHOM THIS BOND IS TO BE POSTED FAILS TO MAKE ANY NECESSARY COURT APPEARANCE, THE PROPERTY MAY BE SOLD TO SATISFY THE PAYMENT OF THE AMOUNT OF THE BAIL.

Signature(s) of Property Owner(s)

- 10. I/We have attached hereto a promissory note and deed(s) of trust on the property in the amount of the bond, which has been previously recorded in the Office of the County Recorder of the County of _____

_____. I/We understand that I/we must pay in advance for any costs incurred or to be incurred in connection with the property bond application.

Executed at _____, California, on _____.

I/We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Property Owner

Signature of Property Owner

(Type Name)

(Type Name)

**SUPERIOR COURT OF
CALIFORNIA COUNTY OF
STANISLAUS**

The People of the State of California)
)
 Plaintiff)
)
 vs.)
)
)
 Defendant)
)
 _____)

Case Number : _____

PROMISSORY NOTE

In consideration of the County of Stanislaus accepting the Undertaking and the pledge of security in lieu of cash bail of the undersigned in the case of People of the State of California versus:

_____ Case Number(s) _____
 (Defendant's name)

I/We _____ herein referred to as makers, promise to pay the County of
 (Depositor's name)
 Stanislaus, its successors, and assigns, the sum of \$ _____ (\$_____).

Such payment shall be made pursuant to the provisions of Penal Code Section 1305 in the event that the said
 _____ fails to appear without sufficient excuse for the proceedings
 (Defendant's name)
 outlined in Section 1305 of the Penal Code and answer any charge in any accusatory pleading based upon the acts supporting the complaint above mentioned, including all duly authorized amendments to said complaint, in whatever court it may be prosecuted, or fails to hold him/herself amenable to the orders and process of the court, or fails, if convicted, to appear for pronouncement of judgment or grant of probation.

This note is secured by a Deed of Trust executed by maker in favor of the County of Stanislaus on
 _____. The terms of said Deed of Trust are hereby incorporated by reference herein.
 (Date)

In the event of suit being commenced on this note, the prevailing party shall be entitled to costs of suit, together with reasonable attorney's fees.

DATED: _____

 Depositor's Signature

DATED: _____

 Depositor's Signature

FOR OFFICE USE ONLY:

FOR RECORDER'S USE:

Recording requested by:

When recorded mail to:

Hugh K. Swift

Superior Court Clerk

P.O. Box 3488

Modesto, CA 95353

PEOPLE OF THE STATE OF CALIFORNIA vs: _____

CASE NUMBER: _____

DEED OF TRUST

THIS DEED OF TRUST made on the _____ day of _____, 20_____

between _____

whose address is: _____

herein called Trustors, and Hugh K. Swift, herein called Trustee, and the County of Stanislaus, herein called beneficiary.

WHEREAS, said Trustors have executed in favor of the Beneficiary a promissory note in the sum of:

_____ \$ _____

and have agreed to pay the same in lawful money of the United States according to the terms of the said promissory note of even date herewith, executed and delivered therefore by said Trustors to Beneficiary:

WITNESSED: That said Trustors irrevocably GRANT, TRANSFER AND ASSIGN TO TRUSTEE IN TRUST, and to his successors and assigns, WITH POWER OF SALE, all that certain real property situated in the COUNTY of _____, State of California, described as follows:

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTORS AGREE:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, and damaged, or destroyed thereon; and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluded the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option a Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

4. To pay: at least (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges, and liens, and interest, on said property or any part thereof, which appear to be prior or superior the hereto; all costs, fees and expenses of this trust.

Should Trustor fail to make a payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses employ counsel and pay his reasonable fees.

5. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law and in effect at the date hereof regarding the obligation secured hereby

any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

6. That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

7. That by accepting payment of any sum secured after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure to do so.

8. That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affective the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

9. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of facts shall be as "the person or persons legally entitled thereto". Five (5) years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

10. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary should also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for case in lawful money of the United States payable at the time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness

thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date of hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

11. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute successor or successors to any Trustee named herein or acting and hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

12. That this Deed applies to, insures the benefit of, and binds the parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this deed, wherever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

13. That Trustee accepts this trust when this Deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereof or pending sale under any other Deed of Trust or of any action or proceedings in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

IN WITNESS WHEREOF the said Trustor(s) executes these present in and the day and year first above written.

STATE OF CALIFORNIA

COUNTY OF _____

On this _____ day of _____

in the year two thousand and

_____ before me,

a Notary Public, State of California,

personally appeared _____

proved to me on the basis of satisfactory

evidence to be the person whose name

subscribed to this instrument and

acknowledged that he/she executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal in the county of

_____, on the date first above written.

Notary Public, State of California

SUPERIOR COURT OF CALIFORNIA COUNTY OF STANISLAUS P.O. Box 3488 Modesto, CA 95353 (209) 530-3100	FOR COURT USE ONLY
PEOPLE OF THE STATE OF CALIFORNIA VS.	Plaintiff, Defendant.
ORDER APPROVING PROPERTY BOND AND RELEASE OF DEFENDANT	CASE NUMBER:

TO THE SHERIFF OF THE COUNTY OF STANISLAUS:

An Order having been made on _____, setting bail for the release of Defendant _____, during the pendency of the above entitled proceedings, and after hearing on _____, upon Application for Real Property Equity Bond by _____ being filed requesting consent of Court to accept the equity in real property pursuant to Penal Code Section 1298; and the said person(s) having agreed to submit real property to sale by the Clerk of the Court, pursuant to Section 1298 of the Penal Code; and upon review by the Court of the said Application, the Promissory Note and Deed(s) of Trust executed by the said _____ Pledging and depositing the equity in certain real property to the County of Stanislaus as security for the appearance of _____ at each and every hearing required by the Court in the above entitled matter, and on proof to the satisfaction of the Court that said Application and deposit should be granted.

The Court now finds to its satisfaction that the certain real property above mentioned owned by _____ is located in the County of _____, California and is described as follows:

The Court additionally finds that the applicant's equity in the above described property exceeds the sum of \$ _____, which is twice the amount of bail set for _____.

IT IS HEREBY ORDERED that the deposit with the Court Clerk of the Promissory Note and Deed of Trust executed by _____ on _____, pledging his/her cash bail pursuant to Penal Code Section 1298 is hereby approved and accepted.

IT IS FURTHER ORDERED that the Defendant _____ be admitted to bail in the sum of _____ dollars (\$ _____), Having furnished security in the form of equity in real property in lieu of cash bail, and that the Stanislaus County Sheriff is commanded to forthwith discharge Defendant from confinement.

IT IS FURTHER ORDERED that said bail applies to the charges set forth in Superior Court Complaint No. _____, alleging violations of _____ and _____.

Dated: _____

JUDGE OF THE SUPERIOR COURT

<p>RECORDING REQUESTED BY: Court Executive Officer, Superior Court of California, County of Stanislaus</p> <p>AND WHEN RECORDED MAIL TO:</p> <p>Name: Address: City/State: Zip Code:</p> <p>Title Order No. _____ Escrow or Loan No. _____</p>	<p>For Recorder's Use Only</p>
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FULL RECONVEYANCE

The Court Executive Officer of the Superior Court of California, County of Stanislaus, AS DULY APPOINTED Trustee under Deed of Trust hereinafter referred to, having received from holder of obligate thereunder a written request to recovery, reciting that all sums secured by said Deed of Trust have been fully paid, and said Deed of Trust and the note or notes secured thereby having been surrendered to said Trustee for cancellation, does hereby RECONVEY, without warranty, to the person or persons legally of Trust was executed by _____ and recorded in the Official Records of _____ County, California, as follows:

Date: _____

As Instrument No. _____

IN WITNESS WHEREOF, _____, as such trustee, has caused its corporate name and seal to be hereto affixed by its _____ thereunto duly authorized.

DATED: _____ as such Trustee
 BY _____

STATE OF CALIFORNIA)
) ss.
 COUNTY OF _____)

On _____, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____, known to me to be _____ that executed the foregoing instrument as such Trustee, and known to me to be the person who executed said instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same as such Trustee.

Dated: _____

 Name (Typed or Printed)
 Notary Public in and for Said
 County and State