

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

REQUIREMENTS FOR BAIL BOND SECURED BY PROPERTY OR REAL ESTATE

Items 1 through 5 must be completed before a defendant is released on bail

1. The defendant must present the deed to the property to the Clerk of Court, who shall retain a copy and return the original.
2. The defendant and the titled property owner(s) must sign the bail bond.
3. The defendant and the titled property owner(s) must sign an agreement to forfeit property provided by the Clerk of Court.
4. Unless otherwise ordered by the Court, the following proof of equity must be provided to the Clerk of Court:
 - (a) An appraisal by a qualified real estate appraiser located in the area, and
 - (b) A lien search statement by a title company, and
 - (c) The latest receipt for taxes paid, and
 - (d) A current mortgage statement showing the mortgage balance.
5. The titled property owner(s) must sign a sworn justification of surety affidavit provided by the Clerk of Court.

Items 6 through 9 apply after defendant is released on bail

6. The fully executed bail bond, secured by real estate or property, will be entered in the judgment index of the Clerk of Court as an outstanding encumbrance against the real estate or property.
7. Counsel for defendant or the titled property owner(s) must file a certified copy of the bail bond with the Recorder of Deeds and the Prothonotary of the court of general jurisdiction of the county where the real estate or property is located. The certified copy of the bail bond must be accompanied by a notice to the defendant of entry of judgment and paid stamped envelopes addressed to the defendant and Clerk of Court.
8. The filing of a certified copy of the bail bond with the Prothonotary enters judgment by confession and records the bail bond as an outstanding encumbrance against the real estate or property during the pendency of the case or until the posted property is released by the United States District Court. Within ten (10) business days, the defendant or the titled property owner(s) must provide the Clerk of Court with time-stamped copies of the local filings and a verification that this requirement has been satisfied. A copy of the verification must be served upon the assigned Assistant U.S. Attorney.
9. Upon termination of proceedings, or upon entry of an order releasing the property by United States District Court, the defendant or the titled property owner(s) are permitted to file a certified copy of the judgment and conviction, or a certified copy of an order releasing the property, with the Recorder of Deeds and the Prothonotary of the Court of the county where the bail bond is recorded.

JUSTIFICATION OF SURETY REAL ESTATE OR PROPERTY BAIL

AFFIDAVIT

The undersigned, about to become Surety in the case cited herein, being duly sworn (or affirmed) deposes and says:

1. (I/We) reside at _____ .

2. (I/We) have no undisposed of criminal cases against me (us) pending in any Court, except as follows: _____

3. (I am/ We are) free from any trust,
____ the sole owner(s) of _____)
____ joint tenant(s) in _____)
____ tenant(s) by the entirety in _____) _____,
(address of property)

real estate situated in the said County of _____ ,
as follows, viz.: a parcel of ground in size _____

_____, situated at _____
_____, in the _____ Ward,
in the _____ Boro, _____ Twp., _____ City of _____ ,
which is improved with the following buildings: _____

(all other joint tenants or tenants by the entirety must co-sign this bond and state their addresses on the last page of this form or on an attachment hereto.)

4. The said property was obtained by _____ Deed _____ Will.
5. The _____ Deed _____ Will is dated _____ , any is recorded in the office of the _____ Recorder of Deeds _____ Register of Wills, of _____ County, _____ Deed _____ Will Book, Vol. _____ , Page _____ , and the title is in _____ my name _____ and my spouse's name _____

Also, a parcel of ground, in size _____ ,
situated at _____ ,
in the _____ Ward, in the _____ Boro, _____ Twp. _____ City of _____

which is improved with the following buildings: _____

_____.

The said property was obtained by me by _____ Deed _____ Will. The
_____ Deed _____ Will is dated _____ and is recorded in
_____ Deed _____ Will book, Vol. _____ , Page _____ of
_____ County, and is in _____ my name _____
and my spouse's name.

6. I am not Surety on any kind except as follows:

Date	Amount	Defendant
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. (I am /We are) not surety, guarantor, nor indorser for anyone, except as follows : _____

_____.

8. There are no mortgages, or other liens or encumbrances of any kind or description, upon the
said premises, and there are no judgments against me, except as follows: _____

_____.

Mortgages as set forth in the Recorder of Deeds on first property

Mortgages as set forth in the Recorder of Deeds on second property

Judgements and Liens _____

Real estate taxes have been paid except: _____
_____.

9. The assessed valuation of said premises is _____.
10. No judgment has been entered or action instituted against me upon a forfeited recognizance except: _____.
11. There are no negotiations pending for the sale of any part of the said real estate or property; that there are no foreclosure proceedings now pending against me or the real estate or property herein described; that I have not acquired, taken, or received, the title to the said real estate or property, or any part thereof, with any design or intention to make any false, fraudulent, or deceptive showing of my sufficiency as surety in this behalf or otherwise than in good faith, but with the intention of holding and using the said real estate and property as my own.
12. I (we) promise not to transfer or encumber said property until final disposition of this case and exoneration of the subject bond.
13. I (we) further state that I (we) have read the bond of the defendant named above to which this affidavit is attached and made a part of, and I (we) acknowledge that I (we) and my (our) personal representatives are bound, jointly and severally with the defendant and any other sureties, to pay to the United States of America the bond amount specified in the event the bond is forfeited.
14. And further in accordance with law, we do hereby empower any attorney of any court of record within the United States District Court for the Eastern District of Pennsylvania or elsewhere to appear for us at any time, and with or without declarations filed, and whether or not the said obligation be in default, to confess judgment against us, and in favor of the United States of America for use of the aforesaid government, for the above sum and costs, with release of all errors, without stay of execution, and inquisition on and extension upon any levy or real estate is hereby waived, and condemnation agreed to, and the exemption of personal property from levy and sale on any execution hereon is also hereby expressly waived, and no benefit of exemption is claimed under and by virtue of any exemption law now in force or which may be passed hereafter. And for so doing this shall be sufficient warrant. A copy of this bond and warrant being filed in said action, it shall not be necessary to file the original as a warrant of attorney, any law or rule of the Court to the contrary, notwithstanding.
15. I (we) agree to pay the fees and costs of the Prothonotary of the Common Pleas Court or the Court of general jurisdiction wherein the real estate or property posted as security is located for recording the lien, notifying the Clerk of the United States Court for the Eastern District of Pennsylvania of the entry of the lien, and for recording of the satisfaction after proceedings have been terminated or surety is otherwise exonerated by the United States District Court.
16. I (we) have read carefully the foregoing affidavit and know that it is true and correct.

_____(Seal) _____
 (Surety) Address

_____(Seal) _____
 (Surety) Address

_____(Seal) _____
 (Co-Surety*) Address

Sworn (affirmed) and subscribed before me this
 _____ day of _____, _____.

*Co-Surety, if any, co-joint tenant or co-tenant by the entirety