

# STATE OF NORTH CAROLINA

File No. \_\_\_\_\_

In The General Court Of Justice

District  Superior Court Division

\_\_\_\_\_ County

Name Of Defendant		<b>BOND TO SECURE RETURN OF MOTOR VEHICLE FOR PROCEEDING OR HEARING ON PETITION FOR RELEASE</b>		G.S. 20-28.3(e)	
Defendant's Drivers License No.	State				
Vehicle Identification No.	State			Vehicle Type	Make
Vehicle License No.	State	Amount Of Bond (See Note Below)			
\$ _____					

- Cash Bond** - I, the undersigned motor vehicle owner, as principal, acknowledge that the motor vehicle described above has been seized pursuant to G.S. 20-28.3 and that, upon the issuance of an order temporarily releasing the vehicle pending a proceeding before the Clerk on my petition for permanent release or pending a hearing on the forfeiture of the vehicle, I shall be bound to pay the county school fund of the county named above the sum shown above; and hereby deposit cash in this amount as security with the understanding that the deposit will be returned on the Court's determination that the conditions of this Bond stated on the reverse side have been performed.
- Bond Secured by Deed of Trust** - I/we, the undersigned motor vehicle owner(s), as principal(s), acknowledge that the motor vehicle described above has been seized pursuant to G.S. 20-28.3 and that, upon the issuance of an order temporarily releasing the vehicle pending a proceeding before the Clerk on my/our petition for permanent release or pending a hearing on the forfeiture of the vehicle, I/we shall be bound to pay the county school fund of the county named above the sum shown above; and hereby tender a deed of trust in recordable form to real property in the full amount of this Bond with the understanding that the deed of trust will be cancelled on the Court's determination that the conditions of this Bond stated on the reverse side have been performed.
- Surety Bond (Including Bail Bond)** - The undersigned principals and sureties jointly and severally acknowledge that the motor vehicle described above has been seized pursuant to G.S. 20-28.3 and that, upon the issuance of an order temporarily releasing the vehicle pending a proceeding before the Clerk on the principal's petition for permanent release or pending a hearing on the forfeiture of the vehicle, we shall be bound to pay the county school fund of the county named above the sum shown above subject to the conditions of this Bond stated on the reverse side.

Name And Address Of Vehicle Owner 1 (Principal)		Name And Address Of Vehicle Owner 2 (Principal)	
Date Of Execution Of Bond	Signature Of Vehicle Owner 1 (Principal)	Signature Of Vehicle Owner 2 (Principal)	

### SURETY SIGNING IN PERSON

**NOTE:** Complete this portion when the bond is being executed by an accommodation bondsman or by a licensed professional bondsman in person.

Name And Address Of Surety 1		Name And Mailing Address Of Surety 2	
Telephone No. Of Surety 1	Signature Of Surety 1	Telephone No. Of Surety 2	Signature Of Surety 2

### SWORN AND SUBSCRIBED TO BEFORE ME

### SWORN AND SUBSCRIBED TO BEFORE ME

Date	Signature	Date	Signature
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Deputy CSC     Assistant CSC     Clerk of Superior Court     Deputy CSC     Assistant CSC     Clerk of Superior Court

### AGENT SIGNING FOR SURETY

**NOTE:** Complete this portion when the bond is being executed by a surety bondsman on behalf of an insurance company or by a runner on behalf of a licensed professional bondsman.

Name And Address Of Ins. Company Or Licensed Professional Bondsman 1		Name And Address Of Ins. Company Or Licensed Professional Bondsman 2	
B	Signature	B	Signature
Y	Name (Type Or Print) <input type="checkbox"/> Runner <input type="checkbox"/> Surety Bondsman	Y	Name (Type Or Print) <input type="checkbox"/> Runner <input type="checkbox"/> Surety Bondsman

### COMPLETE IF CASH BOND POSTED

Person Posting Cash	Receipt No.	Social Security No. Of Person Posting Cash Bond
<input type="checkbox"/> Vehicle Owner Named Above <input type="checkbox"/> Surety Named Above		

**NOTE:** The amount of this bond must be **equal to** the fair market value of the motor vehicle, as determined in accordance with the schedule of values adopted by the Commissioner of Motor Vehicles pursuant to G.S. 105-187.3.

**CONDITIONS**

The condition of this Bond is that the principal will return the motor vehicle, in substantially the same condition as it was at the time it was seized and without any new or additional liens or encumbrances, on the day of any hearing scheduled and noticed by the district attorney under G.S. 20-28.2(c), unless the motor vehicle has been permanently released. If the principal fails to return the vehicle in the manner specified above and the Court enters a final order of forfeiture of the vehicle, we will pay to the county school fund of the county named on the reverse side the amount determined by the Court as provided by law up to the amount of this bond. This Bond is effective and binding on the undersigned throughout all stages of the proceedings in the trial divisions of the General Court of Justice and until the entry of judgment in the district court from which no appeal is taken or until entry of final judgment in the superior court.

Each motor vehicle owner, by signing this Bond, acknowledges that if he or she violates any condition of pretrial release, he or she may also be held in civil or criminal contempt.

Each surety, other than a bail bondsman, by signing on the reverse, states: "I have reached the age of 18 years and am a bona fide resident of North Carolina. I own sufficient property over and above all liabilities, homestead and other exemptions allowed me by law to enable me to pay this Bond should it be ordered forfeited. I understand that if I sign this Bond without sufficient property, I am guilty of a crime."

**PROFESSIONAL BONDSMEN:**

**AFFIX  
STAMP  
HERE**