

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

ADMINISTRATIVE ORDER NO. 4.203-9/08

IN RE: PROPERTY BONDS

\_\_\_\_\_:


**NOW, THEREFORE**, pursuant to the authority conferred by Florida Rule of Judicial Administration 2.215, it is **ORDERED** as follows:

In order to establish a uniform system for the release of defendants on property bonds the following procedures are established and shall be followed unless otherwise ordered by the judge presiding over the cause:

1. A surety for the release of a defendant on a property bond must file an affidavit in accordance with section 903.09, Florida Statutes (1991), and shall otherwise qualify under section 903.05, Florida Statutes (1991).
2. Property pledged as surety for the bond shall be located in the State of Florida.
3. The surety shall execute an appearance bond, an approved form for which is attached to this order as exhibit A.
4. The surety shall execute a mortgage deed to secure the appearance bond, an approved form for which is attached to this order as exhibit B.
5. The surety shall provide an appraisal of any property pledged to secure the bond in order to insure the sufficiency of said property as collateral. Any such appraisal shall have been performed no more than twelve months prior to the date of the bond.
6. The surety shall provide a title insurance policy insuring the title to such property in the name of Palm Beach County in an amount equal to the amount of the bond, plus any outstanding mortgages or liens on the property.
7. Once the above requirements are satisfied, the defendant and/or his counsel are responsible for recording said mortgage in favor of Palm Beach County, for obtaining a file stamped copy of the recorded mortgage from the clerk's office and filing the file stamped copy of the recorded mortgage in the criminal case file.
8. Upon compliance with all of the above conditions, the defendant may be released upon the property bond.

9. At the conclusion of the case and the termination of the requirements of the bond, the defendant's attorney and the assistant state attorney assigned to the case will prepare a stipulated motion for exoneration of bond and satisfaction of lien, setting forth all of the conditions showing the defendant's compliance and the reasons for exoneration of the bond. Along with this motion, counsel will submit a proposed order exonerating the bond and releasing the lien to be signed by the appropriate judge. The court then will forward the signed order to the defense counsel who is responsible for filing the order with the clerk of court for Palm Beach County. The defendant's attorney shall also prepare a satisfaction of mortgage lien which may be executed by the clerk of court for Palm Beach County and returned to the defendant's attorney who is then responsible for filing the satisfaction of mortgage.

**DONE** and **SIGNED** in Chambers at West Palm Beach, Palm Beach County, Florida, this 27 day of September, 2008.

  
Kathleen J. Kröll  
Chief Judge

\*supersedes admin. order 4.014-9/92

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO.

STATE OF FLORIDA,

vs.

APPEARANCE BOND  
FOR \_\_\_\_\_

Defendant.

\_\_\_\_\_ :

I(We), the undersigned, (jointly and severally) acknowledge that I(we) and my(our) personal representatives are bound to pay to Palm Beach County the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_).

The conditions of this bond are that the defendant, \_\_\_\_\_ is to appear before \_\_\_\_\_, Circuit Court Judge for the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida, at West Palm Beach, Florida, and at such other places as the defendant may be required to appear in the above-styled matter as may be ordered by the judge or by the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida, or any other court to which the defendant may be removed or the cause transferred; that the defendant is not to depart the State of Florida, or the jurisdiction of any other court to which the defendant may be removed or the cause transferred after he has appeared in such other court pursuant to the terms of this bond, except in accordance with such orders or warrants as may be issued by the judge or the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or such other court to which the defendant may be removed or the cause transferred; that the defendant is to abide by any judgment entered in such matter by surrendering himself to serve any sentence imposed and obeying any order or direction in connection with such judgment as the court imposing it may prescribe, and to obey and perform the further conditions of bond attached hereto and made a part hereof;

If the defendant appears as ordered and otherwise obeys and performs the foregoing conditions of this bond, then this bond is to be void, but if the defendant fails to obey or perform any of these conditions, payment of the amount of this bond shall be due forthwith. The forfeiture of this bond for any breach of its conditions may be declared by any circuit court within the State of Florida having cognizance of the above entitled matter at the time of such breach and if the bond is forfeited and if the forfeiture is not set aside or remitted, judgment may be entered upon motion in such circuit court against each debtor jointly and severally for the amount above stated together with interest and costs, and execution may be issued and payment secured as provided by the laws of the State of Florida.

It is agreed and understood that this is a continuing bond (including any proceeding on appeal or review) which shall continue in full force and effect until such time as the undersigned are duly exonerated.

This bond is signed this \_\_\_ day of \_\_\_\_\_, 20\_\_ at West Palm Beach, Florida.

\_\_\_\_\_  
SURETY

BY \_\_\_\_\_

(as agent)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Phone: \_\_\_\_\_

\_\_\_\_\_  
DEFENDANT

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Phone: \_\_\_\_\_

Signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved: \_\_\_\_\_

Judge/Sheriff

**Exhibit A**

**MORTGAGE DEED**

THIS INDENTURE executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by, \_\_\_\_\_ hereinafter called the Obligor/Mortgagor in favor of Palm Beach County hereinafter called the Obligee/Mortgagee.

WITNESSETH that in consideration of a \_\_\_\_ personal surety bond collateralized by this indenture, hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the Obligee/Mortgagee that certain land of which the Obligor/Mortgagor is now seized and in possession situate in \_\_\_\_\_ County, Florida, more particularly described as follows:

SUBJECT to restrictions, reservations, easements and covenants of record, if any, to the extent that same are valid and enforceable. (Subject to all the terms, covenants and conditions of the Declaration of Condominium.)

THIS Indenture is being made to the Obligee/Mortgagee as a personal surety to assure the presence of \_\_\_\_\_ to appear in court to answer to charges pending against him in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, in case number \_\_\_\_\_. Should \_\_\_\_\_ not appear in the aforementioned court whenever ordered by the judge thereof, then this Indenture will be due and payable in full.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

AND the Obligor/Mortgagor covenants with the Obligee/Mortgagee that the Obligor/Mortgagor is indefeasibly seized of said land in fee simple; that the Obligor/Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Obligor/Mortgagor will make such further assurances to perfect the fee simple title to said land in the Obligee/Mortgagee as may reasonably be required; that the Obligor/Mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free and clear of all encumbrances except a prior mortgage of \_\_\_\_\_ with \_\_\_\_\_

