

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OFFICE OF THE CLERK

PROCEDURES FOR BOND POSTING & EXONERATION

When a defendant is permitted to post bail in the form of cash and/or cash equivalents (currency, personal check, cashier's check or money order), the posting and exoneration of bail will be in accordance with the following procedures. These procedures relate to General Order 55.

POSTING OF CASH & CASH EQUIVALENTS GENERALLY

Each person delivering cash and/or cash equivalents must complete the *Affidavit of Owner of Cash Security (Form CAND GO-55-D)* providing, under penalty of perjury, his or her name, address, Social Security Number (SSN), Taxpayer Identification Number (TIN), Individual Taxpayer Identification Number (ITIN) or Employer Identification Number (EIN) and the amount of cash owned by that person posted as bail. In the event of cash being posted by more than one person, the cashier will issue a separate receipt to each owner of the cash based on the information provided on the *Affidavit of Owner of Cash Security*.

Upon exoneration of bail, the Clerk's Office will refund cash and/or cash equivalents only if a SSN, TIN, ITIN or EIN has been provided. A completed *Affidavit of Owner of Cash Security (Form CAND GO-55-D)* must accompany the bail, whether it is remitted in person, by mail or express delivery, or in some other fashion.

POSTING OF CASH IN AMOUNT GREATER THAN \$10,000 (CERTAIN OFFENSES)

If more than \$10,000 in cash is posted as bail for any individual charged with a specified criminal offense involving a controlled substance, racketeering, or money laundering, the person who posts the bail with the court and the person on whose behalf the bond is posted must complete, in addition to the *Affidavit of Owner of Cash Security (Form CAND GO-55-D)*, the *Receipt of Cash Bail of More than \$10,000 in a Specified Criminal Case (Form CAND GO-55-E)* and *Parts I and II of IRS Form 8300 (irs.gov)*.

"Cash" for purposes of this section includes United States and foreign currency or a cashier's check, money order, bank draft or traveler's check having a face amount of \$10,000 or less; it does not include any personal check, regardless of the amount.

A combination of forms of cash each less than \$10,000 but exceeding \$10,000 when added together (e.g. \$6,000 in currency together with a \$7,000 cashier's check) triggers the requirements set forth in this section.

If multiple payments are made in cash to satisfy bail and the initial payment does not exceed \$10,000, the initial payment and subsequent payments must be aggregated, the payment that causes the aggregate amount to exceed \$10,000 in cash triggers the requirements set forth in this section.

REFUNDING OF CASH & CASH EQUIVALENTS AFTER BOND EXONERATION

Upon the exoneration of bail, the Clerk's Office will return the bail to: (a) the name(s) and address(s) provided on the Affidavit of Ownership of Cash Security; or (b) the name and address contained in any applicable court order identifying the owner of the bail. It is the obligation of the person or persons to whom, under the above provisions, the exonerated bail will be returned to notify the financial unit of the Clerk's Office, in writing, of any address changes.

TRANSFER OF BAIL FROM ANOTHER DISTRICT

In any case in which bail received in another district court has been transferred to this district court, it is the responsibility of defense counsel to obtain a court order identifying the owner of the money and to have the owner complete the *Affidavit of Owner of Cash Security (Form CAND GO-55-D)*.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OFFICE OF THE CLERK

OBLIGATION

We, the undersigned, represent and/or agree that:

1. We are the owners of the property pledged in the attached Deed of Trust;
2. In consideration for the release of defendant \_\_\_\_\_  
on bond in the matter of the United States v. \_\_\_\_\_,  
Case No. CR\_\_\_\_\_, we pledge the amount of \$ \_\_\_\_\_ to be secured  
by the above-mentioned Deed of Trust executed in favor of the United States District  
Court, Northern District of California.
3. In the event bail is eventually exonerated in said matter, said beneficiary of the Deed of  
Trust is authorized and requested to execute and acknowledge the Reconveyance  
document also attached hereto;
4. In the event bail is eventually forfeited for failure to comply with the terms of the bail  
order, said beneficiary is authorized to request the trustee under the Deed of Trust to  
proceed with foreclosure under the terms of the Deed of Trust and to submit this  
document together with the order forfeiting bail and the Deed of Trust as conclusive  
evidence of default.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ATTORNEY OF RECORD

WHEN RECORDED MAIL TO:  
 Susan Y. Soong, Clerk of the US District  
 Court for the Northern District of California  
 450 Golden Gate Avenue, 16th Floor  
 San Francisco, CA 94102

THIS SPACE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING  
 A PERSONAL SURETY BOND TO THE UNITED STATES DISTRICT COURT

THIS DEED OF TRUST, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_

herein called TRUSTOR, whose address is: \_\_\_\_\_ and Susan Y. Soong, Clerk, United States District Court for the Northern District of California, herein called both TRUSTEE and BENEFICIARY.

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in \_\_\_\_\_ County, California, described as: *(ATTACH PROPERTY DESCRIPTION ON SEPARATE PAGE)* TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the purpose of securing performance of each agreement of Trustor incorporated by reference or contained herein under the bond(s) posted on behalf of defendant(s) \_\_\_\_\_ in Case No. CR \_\_\_\_\_ which includes an obligation by said Trustor's surety (ies) in the amount of \$ \_\_\_\_\_ secured by \_\_\_\_\_.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note or the Personal Surety Bond secured hereby, that provisions (1) to (14), inclusive, (which provisions, identical in all counties, are printed on the reverse hereof) of the fictitious deed of trust recorded in the book and at the page of Official Records in the office of the County Recorder of the County where said property is located, noted below with the County name, viz:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	RE5477	IM 148	Kings	1122	516	Placer	1996	591	Sierra	78	652
Alpine	30	374-376	Lake	942	153	Plumas	291	119	Siskiyou	824	414
Amador	333	343	Lassen	334	458	Riverside	1978	140181	Solano	1978	55321
Butte	2301	464	Los Angeles	78-738583	—	Sacramento	78-07-07	1144	Sonoma	3421	802
Calaveras	475	244	Madera	1406	233	San Benito	432	18	Stanislaus	3074	385
Colusa	461	325	Marin	3400	76	San Bernardino	9469	1383	Sutter	929	678
Contra Costa	8914	326	Mariposa	185	364	San Diego	1978	78-285214	Tehama	755	108
Del Norte	219	441	Mendocino	1157	523	San Francisco	C601	709	Trinity	192	632
El Dorado	1649	92	Merced	2130	629	San Joaquin	4420	184	Tulare	3549	778
Fresno	7069	711	Modoc	255	590	San Luis Obispo	2084	280	Tuolumne	539	129
Glenn	631	343	Mono	246	573	San Mateo	7759	2337	Ventura	5158	219
Humboldt	1500	553	Monterey	1257	744	Santa Barbara	78-30910	—	Yolo	1316	148
Imperial	1418	1241	Napa	1088	368	Santa Clara	D797	194	Yuba	671	393
Inyo	232	93	Nevada	963	297	Santa Cruz	2933	275			
Kern	5123	521	Orange	12749	728	Shasta	1536	350			

are hereby adopted and incorporated herein and made a part hereof as though fully set forth herein at length; that Trustor will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in the Deed of Trust. Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }  
 COUNTY OF \_\_\_\_\_ } ss

SIGNATURE OF TRUSTOR  
 Sign: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Sign: \_\_\_\_\_  
 Print Name: \_\_\_\_\_

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DO NOT RECORD THIS PAGE

**To Protect the Security of This Deed of Trust, Trustor Agrees:**

(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, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, 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, not to commit, 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 excluding 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 of 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 ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, all costs, fees and expenses of this Trust. Should Trustor fail to make any 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 and without releasing 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. Beneficiary or Trustee being authorized to enter upon said property for such purposes, appear in and defend any action or proceeding purporting to affect 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 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 hereby after its due date, Beneficiary does not waive his rights either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting 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 state 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 or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "The person or persons legally entitled thereto." Five 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 as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) 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 by delivery 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 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 a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone 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 herein 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 hereof, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the 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.

(13) That this Deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein in this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) 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 hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

WHEN RECORDED MAIL TO:

THIS SPACE FOR RECORDER'S USE

**FULL RECONVEYANCE**

Susan Y. Soong, Clerk, United States District Court for the Northern District of California as Trustee and Beneficiary under that certain Deed of Trust dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, executed by \_\_\_\_\_ as Trustor(s) and recorded on the \_\_\_ day of \_\_\_\_\_, 20\_\_ as instrument number \_\_\_\_\_ in Book \_\_\_\_\_ at Page \_\_\_\_\_ of Official Records, in the Office of the Recorder of \_\_\_\_\_ County, California, having been requested in writing by the holder of the obligations secured by said Deed of Trust to reconvey the estate granted to Trustee under said Deed of Trust, DOES HEREBY RECONVEY to the person or persons legally entitled thereto, without warranty, all the estate, title & interest acquired by Trustee under said Deed of Trust.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Susan Y. Soong,  
Clerk of Court, United States District Court

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }  
COUNTY OF SAN FRANCISCO } ss

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

[SEAL]

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OFFICE OF THE CLERK

AFFIDAVIT OF OWNER OF CASH SECURITY  
(CASH & CASH EQUIVALENTS)

**Case Name:** United States v. \_\_\_\_\_

**Case Number:** CR \_\_\_\_\_

**By my signature below, on the date signed, I, the owner of the cash or cash equivalents listed below, hereby certify under penalty of perjury that:**

1. The below amount of cash or cash equivalents appearing next to my signature and deposited as security on the foregoing bond is owned by me and is to be returned to me with interest earned based on the ratio of the cash or cash equivalents deposited at the below address upon exoneration of this bond,
2. The SSN/TIN/ITIN/EIN shown below is my correct taxpayer identification number,
3. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
4. I am a U.S. Citizen or other U.S. person as defined as (a) an individual who is a U.S. citizen or U.S. resident alien or (b) a partnership, corporation, company, or association created or organized in the United States or under the law of the United States.

**Name:**

\_\_\_\_\_  
**Address:**

\_\_\_\_\_  
**SSN/TIN/ITIN/EIN (required for disbursement upon exoneration):**

\_\_\_\_\_  
**Telephone Numbers:**

Home: \_\_\_\_\_

Work: \_\_\_\_\_

Mobile: \_\_\_\_\_

**Amount of Cash & Cash Equivalents provided as bail:**

Currency: \$ \_\_\_\_\_

Personal check: \$ \_\_\_\_\_

Cashier's check: \$ \_\_\_\_\_

Money order: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

I declare under penalty of perjury that the information provided on this form is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OFFICE OF THE CLERK

RECEIPT OF CASH BAIL OF MORE THAN \$10,000  
IN A SPECIFIED CRIMINAL CASE

REPORTING REQUIREMENT

The Clerk of Court must file IRS Form 8300 with the Internal Revenue Service if more than \$10,000 in cash is received as bail for any individual(s) charged with certain criminal offenses involving a controlled substance, racketeering, or money laundering no later than the 15<sup>th</sup> day after the date the cash bail is received. A written statement is provided to each person posting bail whose name is on the IRS Form 8300 on or before January 31<sup>st</sup> of the year following the year in which the cash is received.

If multiple payments are made and the initial payment does not exceed \$10,000, the initial payment and subsequent payments must be aggregated and the information return must be filed by the 15<sup>th</sup> day after receipt of the payment that causes the aggregate amount to exceed \$10,000. Payments made to satisfy separate bail requirements are not required to be aggregated.

INSTRUCTIONS

Please complete all fields below and Parts I and II on IRS Form 8300 (irs.gov) – Report of Cash Payments Over \$10,000 Received in a Trade or Business. Please type or hand-write legibly; this information will be forwarded to the Internal Revenue Service.

**Case Name:** United States v. \_\_\_\_\_ **Case Number:** \_\_\_\_\_

**Date Cash Bail Posted:** \_\_\_\_\_ **Amount:** \_\_\_\_\_

**Specified Criminal Offense:**

- A Federal criminal offense involving a controlled substance (as defined in Section 802 of Title 21 of the United States Code), provided the offense is described in Part D of Subchapter I or Subchapter II of Title 21 of the United States Code;
- Racketeering (as defined in Section 1951, 1952 or 1955 of Title 18 of the United States Code);
- Money laundering (as defined in Section 1956 or 1957 of Title 18 of the United States Code).

Under penalty of perjury, I declare that to the best of my knowledge and belief the information I have furnished above and on the attached IRS Form 8300 is true, correct, and complete.

\_\_\_\_\_  
Signature of Owner of Cash

\_\_\_\_\_  
Date