

BOND TO RETAIN POSSESSION
COMMONWEALTH OF VIRGINIA VA. CODE § 19.2-386.6

Case No.

Commonwealth of Virginia v.

Description of Property:

V.I.N.
YEAR MAKE MODEL

License No.

Bond Principal(s):

SURETY(IES): Name(s) and Address(es); also name(s) and status of authorized agent(s)/attorney(s)-in-fact:

The Bond Principle(s) are:

Owner(s)

Lien Holder(s)

.....

The undersigned each acknowledges himself, his heirs, assigns and successors to be indebted jointly and severally to the Commonwealth of Virginia in a penalty of the amount equal to the appraised value of the above-described property plus court costs which may accrue, in the sum of

\$ that is secured by CASH DEPOSIT [or] SURETY BOND [or] REAL PROPERTY [or] OTHER – EXPLAIN ON REVERSE

(and if secured by real property, the undersigned, having demonstrated the nature of their interest in the property to the officer taking this bond, also make oath that the equity of the undersigned in the property equals or exceeds the amount of this bond.) The undersigned each waives all benefit of homestead exemptions as to this debt.

The conditions of this obligation shall be:

1. that the undersigned will perform as required by the final judgment of this Court on the trial of the information in the above-styled case, *and*
2. if upon the hearing on information, the judgment of the Court be that such property, or any part thereof, or such interest and equity as the owner or lien holder may have in the property be forfeited, then judgment may be entered against the bond principals and sureties on this bond for the amount of this bond without further or other proceedings against them, with such judgments to be discharged by the payment of the appraised value of the property which has been forfeited plus costs; in addition, enforcement of such judgment may be by execution against the bond principals and sureties, with such execution endorsed by the clerk with “no security to be taken.”

If these conditions are faithfully fulfilled, this obligation shall be void; otherwise, this obligation shall remain in full force and effect until declared void or released by a court of competent jurisdiction.

SURETY (SEAL) PRINCIPAL (SEAL)

SURETY (SEAL) PRINCIPAL (SEAL)

Acknowledged, signed and sworn to/affirmed before me this day by the above-described principal(s) and surety(ies).

.....
DATE

_____, Clerk

by _____
DEPUTY CLERK