

County

In The General Court Of Justice
District Court Division

Name Of Plaintiff

VERSUS

Name Of Defendant

BOND TO STAY EXECUTION
ON APPEAL OF
SUMMARY EJECTMENT JUDGMENT

G.S. 42-34

BOND

Judgment for summary ejectment was entered by the magistrate against the defendant and in favor of the plaintiff on the date listed below. The defendant has given notice of appeal to district court.

Under the terms of the lease between the plaintiff and defendant, the defendant is obligated to pay rent in the amount and at the times specified below.

Table with 4 columns: Date Of Judgment, Amount Of Rent, Per Month/Week options, Day Of Month/Week Rent Due

I, the undersigned defendant, agree to pay into the office of the Clerk of Superior Court the amount of the rent when due as specified above and request the Court to stay execution of the judgment for summary ejectment until this matter is disposed of by the district court.

Table with 2 columns: Date, Signature Of Defendant

ADDITIONAL CASH BOND

I, the undersigned defendant, in addition to the bond signed above, now deposit in cash with the Clerk the amount listed below, which is the amount of rent in arrears as determined by the magistrate in the judgment (or, if different, the undisputed amount of arrears as determined by the magistrate in the judgment) and, if the judgment was entered more than five (5) working days before the next rental payment is due, the prorated rent for the days between the day that the judgment was entered and the next day when the rent will be due under the lease.

Table with 2 columns: Amount Of Undisputed Rent In Arrears, Date Of Deposit; Amount Of Prorated Rent, Signature Of Defendant; Total Amount Of Undisputed Rent And Prorated Rent Deposited With Clerk

ORDER

Upon execution of the above bond(s), execution on the judgment entered in this action is stayed until the action is disposed of on appeal in the district court; or, if the defendant fails to make any rental payment to the Clerk's office within five (5) days of the due date, the stay of execution dissolves.

Table with 3 columns: Date, Signature, Assistant CSC, Clerk Of Superior Court, Magistrate, Judge

NOTE: There are three requirements to stay execution of a summary ejectment judgment. First, all defendants who appeal summary ejectments to district court must sign the bond set out in this form if they wish to remain on the premises. That bond is a promise to pay to the Clerk's office future rent as it becomes due. Second, defendants must post in cash with the Clerk of Superior Court the amount of rent in arrears as determined by the magistrate. If the amount of rent in arrears is disputed, the defendant must post only the undisputed amount of rent in arrears as determined by the magistrate. And third, if the landlord's action was based on nonpayment of rent and the magistrate's judgment was entered more than five (5) working days before the date the next rental payment is due, the defendant must post in cash with the Clerk of Superior Court the prorated amount of rent for the days between the day the judgment was entered and the next day when the rent will be due under the lease. A defendant who appeals as an indigent does not have to post in cash the amount of undisputed rent in arrears as determined by the magistrate, but must post in cash the prorated amount of rent for the days between the day the judgment was entered and the next day when the rent will be due under the lease and must sign the bond to pay to the Clerk's office future rent as it becomes due.

If a defendant who is required to sign the bond and deposit cash for the additional bond fails to do both, the execution of the magistrate's judgment is not stayed while the case is being appealed to a district court judge. If the defendant signs the bond and posts the cash bond due, but then fails to pay the rent within five (5) days after it becomes due, the stay of execution dissolves; if the landlord requests execution and pays the proper fees, the Clerk must issue a Writ Of Possession Real Property (AOC-CV-401) to remove the tenant from the premises.