

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION



UNITED STATES OF AMERICA)
)
v.)
~~ALPHONSO~~)
~~ALPHONSO~~ CHAVEZ,)
a\k\a Alfonso Chavez)
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No. 00 CR 410-5
Magistrate Judge Denlow

FORFEITURE AGREEMENT

Pursuant to the Pretrial Release Order entered in the above-named case on June 1, 2000, a copy of which is attached, and for and in consideration of bond being set by the Court for defendant ALPHONSO CHAVEZ in the amount of \$50,000.00, being partially secured by real property, defendant ALPHONSO CHAVEZ and Migdalia Chavez hereby warrant and agree:

1. Defendant ALPHONSO CHAVEZ and Migdalia Chavez warrant that they are the sole record owners and titleholders of certain real property located at 3009 North Marmora Avenue, Chicago, Illinois 60634, described legally as follows:

LOT 119 IN JOHNSON BROTHERS WESTFIELD ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOTS 3 AND 6, IN KING AND PATTERSONS SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 13-29-210-016-0000

Defendant ALPHONSO CHAVEZ and Migdalia Chavez warrant that their equitable interest in the real property equals \$ 30,000 .

2. Defendant ALPHONSO CHAVEZ and Migdalia Chavez agree \$50,000.00 (amount of bond) of their equitable interest in the above-described real property, shall be forfeited to the United States of America, should the defendant ALPHONSO CHAVEZ fail to appear as required by the Court or otherwise violate any specified condition of the Court's order of release. Defendant ALPHONSO CHAVEZ and Migdalia Chavez further understand and agree that, if the defendant ALPHONSO CHAVEZ should violate any condition of the Court's release order, they will be liable to pay the difference between the bond amount of \$50,000.00 and their equitable interest in the property, and defendant ALPHONSO CHAVEZ and Migdalia Chavez hereby agree to the entry of a default judgment against them for the amount of any such difference. Defendant ALPHONSO CHAVEZ and Migdalia Chavez have received a copy of the Court's release order and understands its terms and conditions. Further, the sureties understand that the only notice they will receive is notice of court proceedings.

3. Defendant ALPHONSO CHAVEZ and Migdalia Chavez further agree to execute a quitclaim deed, waiving any homestead exemption, in favor of the United States of America, which deed shall be held by the Clerk of the United States District Court, Northern District of Illinois, Eastern Division, until further order of the Court.

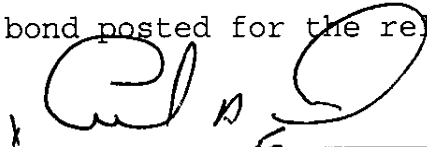
Defendant ALPHONSO CHAVEZ and Migdalia Chavez understand that should defendant ALPHONSO CHAVEZ fail to appear or otherwise violate any condition of the Court's order of release, the United States will obtain an order from the Court authorizing the United States to file and record the above-described deed, and to take whatever other action that may be necessary to perfect its interest in the above-described real property and satisfy the obligations arising from a breach of the bond.

4. Defendant ALPHONSO CHAVEZ and Migdalia Chavez further agree that they will maintain the subject property in good repair, pay all taxes and obligations thereon when due, and will take no action which will encumber the property or diminish their interest therein, including any effort to sell or otherwise convey the property, without leave of court. Further, defendant ALPHONSO CHAVEZ and Migdalia Chavez have executed a release in favor of the United States so it can be verified that all obligations relating to the property are paid currently.


5. Defendant ALPHONSO CHAVEZ and Migdalia Chavez further understand that if they have knowingly made or submitted or caused to be made or submitted any false, fraudulent or misleading statement or document in connection with this Forfeiture Agreement, or in connection with the bond set for defendant ALPHONSO CHAVEZ, they are subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury.

Defendant ALPHONSO CHAVEZ and Migdalia Chavez agree that the United States shall file and record a copy of this Forfeiture Agreement with the Recorder of Deeds of Cook County as notice of encumbrance in the amount of the bond.

6. Defendant ALPHONSO CHAVEZ and Migdalia Chavez hereby declare under penalty of perjury that they have read the foregoing Forfeiture Agreement in its entirety, and the information contained herein is true and correct. Failure to comply with any term or condition of this agreement will be considered a violation of the release order authorizing the United states to requires that the bond posted for the release of the defendant be revoked.

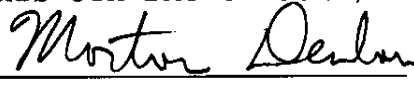

Defendant **ALPHONSO CHAVEZ**

6/5/00
Date


MIGDALIA BENITEZ CHAVEZ

6/5/00
Date

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 5TH DAY OF JUNE, 2000


NOTARY PUBLIC
U.S. Magistrate Judge

RETURN TO:
RACHEL C. DIXON - ASSET FORFEITURE
U.S. ATTORNEY'S OFFICE
219 S. DEARBORN ST., ROOM 500
CHICAGO, IL 60604