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Cook County Recorder 27.50

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION



UNITED STATES OF AMERICA)
)
 v.)
)
 ALPHONSO CHAVEZ,)
 a\k\a Alfonso Chavez)
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)

No. 00 CR 410-5
Magistrate Judge Denlow

Property of Cook County Clerk's Office

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, being partially secured by real property, Guillermina Benitez hereby warrants and agrees:

1. Guillermina Benitez, warrants that she is the sole record owner and titleholder of certain real property located at 6307 West Fullerton, Chicago, Illinois, 60639, described legally as follows:

LOT 3 (EXCEPT THE EAST 5 FEET THEREOF AND EXCEPT THE NORTH 17 FEET THEREOF) THE EAST 10 FEET OF LOT 4 (EXCEPT THE NORTH 17 FEET THEREOF) IN BLOCK 19 IN GRAND AVENUE ESTATE, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 13-32-101-040

Guillermina Benitez warrants that her equitable interest in

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the real property equals \$ ~~27,000~~ ^{27,000}.

2. Guillermina Benitez agrees \$50,000.00 (amount of bond) of her 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. Guillermina Benitez further understands and agrees that, if the defendant ALPHONSO CHAVEZ should violate any condition of the Court's release order, she will be liable to pay the difference between the bond amount of \$50,000.00 and her equitable interest in the property, and Guillermina Benitez hereby agrees to the entry of a default judgment against her for the amount of any such difference. Guillermina Benitez has received a copy of the Court's release order and understands its terms and conditions. Further, the surety understands that the only notice she will receive is notice of court proceedings.

3. Guillermina Benitez further agrees 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. Guillermina Benitez understands 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. Guillermina Benitez further agrees that she 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 her interest therein, including any effort to sell or otherwise convey the property, without leave of court. Further, Guillermina Benitez has 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. Guillermina Benitez further understands that if she has 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, she is subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. Guillermina Benitez agrees 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. Guillermina hereby declares under penalty of perjury that

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she has 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.

X [Signature]
Defendant **ALPHONSO CHAVEZ**

6/5/00
Date

[Signature]
GUILLERMINA BENITEZ
Surety

6/5/00
Date

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

[Signature]
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