



UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA )

v. )

FERNANDO MARRON )

No. 01 CR 279

Magistrate Judge Schenkier

FORFEITURE AGREEMENT

Pursuant to the Pretrial Release Order entered in the above-named case on April 3, 2001, and for and in consideration of bond being set by the Court for defendant FERNANDO MARRON in the amount of \$35,000, being partially secured by real property, Roberto Marron and Alicia Marron hereby warrant and agree:

1. Roberto Marron and Alicia Marron, warrant that they are the sole record owners and titleholders of certain real property located at 2402 West Algonquin Road, Rolling Meadows, Illinois, described legally as follows:

UNIT NUMBER 2402-12 IN COACH LIGHT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: OF PART OF LOT 2 AND "A" IN ALGONQUIN PARK UNIT NUMBER 2, BEING A SUBDIVISION IN THE WEST HALF OF THE EAST HALF OF SECTION 8, TOWNSHIP 41 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25385416 TOGETHER WITH ITS UNDIVIDED

PERCENT INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

P.I.N. 08-08-106-024-1114.

Roberto Marron and Alicia Marron have provided proof of their ownership interest in this property by presenting a title affidavit dated March 29, 2001. Roberto Marron and Alicia Marron warrant that their equitable interest in the real property approximately equals \$28,000.

2. Roberto Marron and Alicia Marron agree \$28,000 of their equitable interest in the above-described real property, shall be forfeited to the United States of America, should the defendant FERNANDO MARRON fail to appear as required by the Court or otherwise violate any specified condition of the Court's order of release. Roberto Marron and Alicia Marron further understand and agree that, if the defendant FERNANDO MARRON should violate any condition of the Court's release order, they will be liable to pay the difference between the bond amount of \$35,000 and their equitable interest in the property, and Roberto Marron and Alicia Marron hereby agree to the entry of a default judgment against them for the amount of any such difference. Roberto Marron and Alicia Marron have received a copy of the Court's release order and understand its terms and conditions. Further, the sureties understand that the only notice they will receive is notice of court proceedings.

3. Roberto Marron and Alicia Marron 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. Roberto Marron and Alicia Marron understand that should defendant FERNANDO MARRON 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. Roberto Marron and Alicia Marron 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, Roberto Marron and Alicia Marron 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. Roberto Marron and Alicia Marron 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 FERNANDO MARRON, they are subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. Roberto Marron and Alicia Marron 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. Roberto Marron and Alicia Marron 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 require that the bond posted for the release of the defendant be revoked.

Date: April 2, 01

Roberto Marron  
Roberto Marron  
Surety

Alicia Marron  
Alicia Marron  
Surety

Return to:

Maria Jimenez  
Witness

Rachel C. Dixon  
United States Attorney's Office  
Asset Forfeiture  
219 S. Dearborn St., 5th Fl.  
Chicago, IL 60604