



# UNOFFICIAL COPY

2. Lorraine Garcia agrees that her equitable interest in the above-described real property shall be forfeit to the United States of America, should defendant NICOL VILLASENOR fail to appear as required by the Court or otherwise violate any specified condition of the Court's order of release. Lorraine Garcia further understands and agrees that, if the defendant NICOL VILLASENOR 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 and her equitable interest in the property, and Lorraine Garcia hereby agrees to the entry of a default judgment against her for the amount of any such difference. Lorraine Garcia 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. Lorraine Garcia 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. Lorraine Garcia understands that should defendant NICOL VILLASENOR 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. Lorraine Garcia 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, Lorraine Garcia has executed a release in favor of the

# UNOFFICIAL COPY

United States so it can be verified that all obligations relating to the property are paid currently.

5. Lorraine Garcia 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 NICOL VILLASENOR, she is subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. Lorraine Garcia 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. Lorraine Garcia hereby declares under penalty of perjury that 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 require that the bond posted for the release of the defendant be revoked.

Date: 8/22/03

Lorraine Garcia  
LORRAINE GARCIA

Surety

Don [Signature]  
Witness

**RETURN TO:**

Tanya Sluder  
United States Attorneys Office  
219 South Dearborn Street, Room 500  
Chicago, IL 60604