



Doc#: 0400739093
Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA

v.

BENITO CUATE, JR.

No. 03 CR 1045-2

Magistrate Judge Denlow

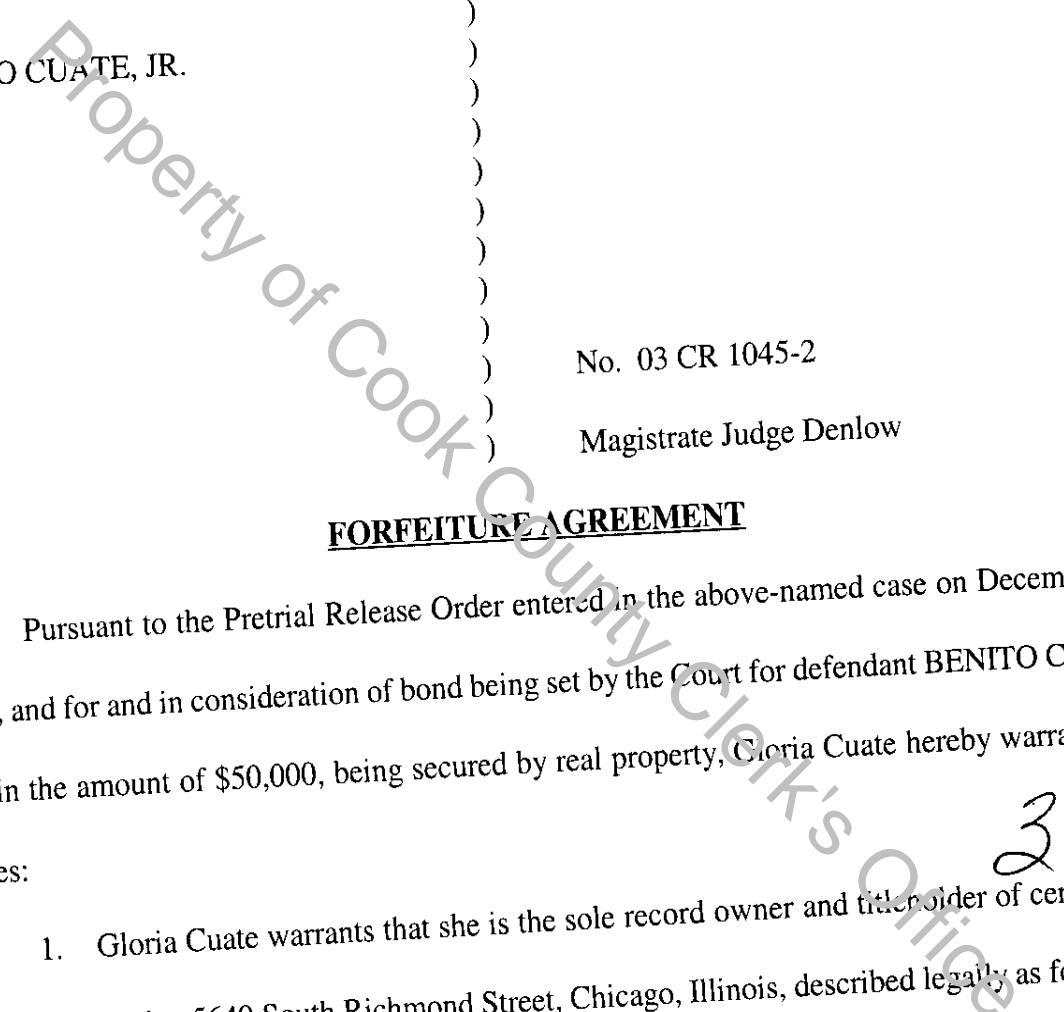
FORFEITURE AGREEMENT

Pursuant to the Pretrial Release Order entered in the above-named case on December 22, 2003, and for and in consideration of bond being set by the Court for defendant BENITO CUATE, JR., in the amount of \$50,000, being secured by real property, Gloria Cuate hereby warrants and agrees:

1. Gloria Cuate warrants that she is the sole record owner and titleholder of certain real property located at 5649 South Richmond Street, Chicago, Illinois, described legally as follows:

LOT 4 IN RINCK AND SMITH'S SUBDIVISION OF THE SOUTH 1/5 OF THE WEST 1/2 OF BLOCK 2 IN FREDERICK H. BARTLETT'S SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 19-13-113-015-0000.



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Gloria Cuate has provided proof of ownership in the property by presenting a Warranty Deed.

Gloria Cuate warrants that the estimated fair market value of the property is approximately \$192,000; there is one outstanding mortgage held against the property by Washington Mutual Home Loans, the approximate principal balance of which is \$88,800; and that her equitable interest in the real property approximately equals \$103,000.

2. Gloria Cuate agrees that \$50,000 of her equitable interest in the above-described real property shall be forfeited to the United States of America, should the defendant BENITO CUATE, JR. fail to appear as required by the Court or otherwise violate any specified condition of the Court's order of release. Gloria Cuate 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. Gloria Cuate 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. Gloria Cuate understands that should the defendant BENITO CUATE, JR. 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. Gloria Cuate 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

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property, without leave of court. Further, Gloria Cuate 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. Gloria Cuate 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 the defendant BENITO CUATE, JR., she is subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. Gloria Cuate 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. Gloria Cuate 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 requires that the bond posted for the release of the defendant be revoked.

Date: Jan 6, 2004

Gloria Cuate
GLORIA CUATE
Surety

Steve [Signature]
Witness

Return to:

Tanya Sluder
United States Attorney's Office
219 S. Dearborn Street, 5th Floor
Chicago, Illinois 60604