

# UNOFFICIAL COPY

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION



Doc#: 0418432098  
Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 07/02/2004 12:22 PM Pg: 1 of 3

UNITED STATES OF AMERICA )

v. )

ANTOINE PENNINGTON )

No. 04 CR 464-15

Magistrate Judge Bobrick

## FORFEITURE AGREEMENT I

Pursuant to the Pretrial Release Order entered in the above-named case on July 1, 2004, and for and in consideration of bond being set by the Court for defendant ANTOINE PENNINGTON in the amount of \$198,000 being secured by real property, Lynnice Johnson hereby warrants and agrees:

1. Lynnice Johnson warrants that she is the sole record owner and titleholder of certain real property located at **16559 Greenwood Avenue, South Holland, Illinois**, described legally as follows:

LOT 37 IN GREENWOOD ESTATES SUBDIVISION BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTH HALF OF LOT 4 IN ANKER'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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P.I.N. 29-23-101-047-0000

2. Lynnice Johnson has provided proof of her ownership interest in this property by presenting an Affidavit of Title. Lynnice Johnson warrants that the fair market value of the property as of May, 2004 is \$182,000; that the balance due on the mortgage, held by MidAmerica Bank, is approximately \$149,800; and that her equitable interest in the property is approximately \$32,200.

3. Lynnice Johnson agrees that \$32,200 of her equitable interest in the above-described real property, shall be forfeited to the United States of America, should the defendant ANTOINE PENNINGTON fail to appear as required by the Court or otherwise violate any specified condition of the Court's order of release. Lynnice Johnson 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.

4. Lynnice Johnson 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. Lynnice Johnson understands that should defendant ANTOINE PENNINGTON 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.

5. Lynnice Johnson 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, Lynnice Johnson has executed a release in favor of the


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

6. Lynnice Johnson 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 ANTOINE PENNINGTON, she is subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. Lynnice Johnson 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.

7. Lynnice Johnson 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: 2/1/04

  
 LYNNICE JOHNSON  
 Surety

  
 Witness

Please return to:

Tanya Sluder  
 United States Attorney's Office  
 219 South Dearborn  
 Room 500  
 Chicago, Illinois 60604