

# UNOFFICIAL COPY

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION



UNITED STATES OF AMERICA, )

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v. )

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JORGE E. ORTIZ )

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Doc#: 0511939137  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 04/29/2005 03:43 PM Pg: 1 of 4

No. 05 CR 366-1  
Magistrate Judge Ian H. Levin

## FORFEITURE AGREEMENT

Pursuant to the Pretrial Release Order entered in the above-named case on April 20, 2005, and for and in consideration of bond being set by the Court for defendant JORGE E. ORTIZ in the amount of \$70,000, being secured by real property, **defendant JORGE E. ORTIZ AND JESSICA BAHENA (tenants in entirety) and GRANTORS** hereby warrant and agree:

1. Defendant JORGE E. ORTIZ AND JESSICA BAHENA warrant that they are the sole record owners and titleholders of the real property located at 5219 West 22<sup>nd</sup> Place, Cicero, Illinois, and described legally as follows:

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LOT 10 IN THE SUBDIVISION OF LOTS 32 TO 42, BOTH INCLUSIVE, IN BLOCK 1 AND LOTS 9 TO 21, BOTH INCLUSIVE, IN BLOCK 2 IN HAWTHORNE LAND AND IMPROVEMENT COMPANY'S ADDITION TO MORTON PARK IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N: 16-28-107-011-0000.

Defendant JORGE E. ORTIZ AND JESSICA BAHENA warrant that there is one outstanding mortgage against the subject property with a balance of approximately \$150,000 and that their equitable interest in the real property approximately equals \$70,000.

2. Defendant JORGE E. ORTIZ AND JESSICA BAHENA agree that their equitable interest in the above-described real property may be forfeited to the United States of America, should the defendant JORGE E. ORTIZ fail to appear as required by the Court or otherwise violate any condition of the Court's order of release. Defendant JORGE E. ORTIZ AND JESSICA BAHENA further understand and agree that, if the defendant JORGE E. ORTIZ should violate any condition of the Court's release order, and their equity in the property is less than \$70,000 at that time, they will be liable to pay any negative difference between the bond amount of \$70,000 and their equitable interest in the property, and defendant JORGE E. ORTIZ AND JESSICA BAHENA hereby agree to the entry of a default judgment against them for the amount of any such difference. Defendant JORGE E. ORTIZ AND JESSICA BAHENA 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. Defendant JORGE E. ORTIZ AND JESSICA BAHENA further agree to execute a quitclaim deed in favor of the United States of America, which deed shall be held in the custody of

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the Clerk of the United States District Court, Northern District of Illinois, until further order of the Court. Defendant JORGE E. ORTIZ AND JESSICA BAHENA understand that should defendant JORGE E. ORTIZ fail to appear or otherwise violate any condition of the Court's order of release, the United States may 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 obligation arising from a breach of the bond.

4. Defendant JORGE E. ORTIZ AND JESSICA BAHENA 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 could encumber the real property or diminish their interest therein, including any effort to sell or otherwise convey the property without leave of Court. Further, defendant JORGE E. ORTIZ AND JESSICA BAHENA 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. Defendant JORGE E. ORTIZ AND JESSICA BAHENA 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 JORGE E. ORTIZ they are subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. Defendant JORGE E. ORTIZ AND JESSICA BAHENA agree that the United States shall file and record a copy of this Forfeiture Agreement with the Cook County Recorder of Deeds as notice of encumbrance in the amount of the bond.

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6. Defendant JORGE E. ORTIZ AND JESSICA BAHENA 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 request that the bond posted for the release of the defendant be revoked.

Date: 4/22/07

Jorge Ortiz  
JORGE E. ORTIZ  
DEFENDANT/SURETY/GRANTOR

Date: 4/22/05

J. Bahena  
JESSICA BAHENA  
SURETY/GRANTOR

Date: 4/22/05

[Signature]  
Witness

Return to:

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