## **UNOFFICIAL COPY**

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Dos\*: 612916033 Fee: \$30.50
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 05/09/2006 03:01 PM Pg: 1 of 4

#### FORFEITURE ACPEEMENT

Pursuant to the Pretrial Release Order entered in the above-named case on April 28, 2006, and for and in consideration of bond being set by the Court for defendant KEVIN BROWN in the amount of \$125,000, being partially secured by real property, **KAREN M. PROWN AND JESSIE**TOWNSEND (husband and wife) and GRANTOR (S) hereby warrant and agree:

1. KAREN M. BROWN AND JESSIE TOWNSEND warrant that they are the sole record owners and titleholders of the real property located at 15133 Waterman Drive, South Holland, Illinois, and described legally as follows:

LOT 12 IN BLOCK 4 IN SCHMIDT AND WATERMAN SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHWESTERLY RIGHT OF WAY

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LINE OF THE CHICAGO ST. LOUIS AND PITTSBURG RAILROAD, IN COOK COUNTY, ILLINOIS

P.I.N: 29-11-313-015-0000

KAREN M. BROWN AND JESSIE TOWNSEND warrant that there is one outstanding mortgage against the subject property and that their equitable interest in the real property approximately equals \$57,000.

- 2. KAREN M. BROWN AND JESSIE TOWNSEND agree \$57,000 of their equitable interest in the above-described real property, may be forfeited to the United States of America, should the defendant KEVIN EROWN fail to appear as required by the Court or otherwise violate any condition of the Court's order of release. KAREN M. BROWN AND JESSIE TOWNSEND further understand and agree that, if the defendant KEVIN BROWN should violate any condition of the Court's release order, and their equity in the property is less than \$57,000 they will be liable to pay any negative difference between the bond amount of \$125,000 and their equitable interest in the property, and KAREN M. BROWN AND JESSIE TOWNSEND hereby agree to the entry of a default judgment against them for the amount of any such difference. KAREN M. BROWN AND JESSIE TOWNSEND 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. KAREN M. BROWN AND JESSIE TOWNSEND further agree to execute a quitclaim deed in favor of the United States of America, which deed shall be held in the custody of the Clerk of the United States District Court, Northern District of Illinois, until further order of the Court. KAREN M. BROWN AND JESSIE TOWNSEND understand that should defendant KEVIN

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BROWN 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. KAREN M. BROWN AND JESSIE TOWNSEND 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, KAREN M. BROWN AND JESSIE TOWNSEND 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. KAREN M. BROWN AND JESSIE TOWNSEND 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 KEVIN BROWN they are subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. KAREN M. BROWN AND JESSIE TOWNSEND 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 engambrance in the amount of the bond.

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KAREN M. BROWN AND JESSIE TOWNSEND hereby declare under penalty of 6. 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.

1/28/06
Surety.

| Mallo M. Witness

C/O/X/S O/FICO

Return to:

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