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INTERNATE DISTRICT COLDT

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NORTHERN DISTRICT COOKT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION	
UNITED STATES OF AMERICA,	Doc#: 0623739012 Fee: \$30.50 Eugene "Gene" Moore Cook County Recorder of Deeds Date: 08/25/2006 09:36 AM Pg: 1 of 4)
v.)
MARIO PEREA)))))))))
Coop	No. 06 CR 414-1 Magistrate Judge Michael T. Mason

FORFEITURE AGREEMENT

Pursuant to the Pretrial Release Order entered in the above named case on August 16, 2006, and for and in consideration of bond being set by the Court for defendant MARIO PEREA in the amount of \$250,000, being fully secured by real property, MARIO PEREA AND MARIA E. FERNANDEZ (husband and wife) and GRANTOR(S) hereby warrant and agree:

1. MARIO PEREA AND MARIA E. FERNANDEZ warrant that they are the sole record owners and titleholders of the real property located at 4943 South Damen Avenue, Chicago, Illinois, and described legally as follows:

LOT 33 IN BLOCK 41 IN CHICAGO UNIVERSITY SUBDIVISION IN THE NORTH ½ OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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MARIO PEREA AND MARIA E. FERNANDEZ warrant that there is one outstanding mortgage against the subject property and that their equitable interest in the real property is in excess of \$90,000.

- 2. MARIO PEREA AND MARIA E. FERNANDEZ agree \$90,000 of their equitable interest in the above-described real property, may be forfeited to the United States of America, should the defendant MARIO PEREA fail to appear as required by the Court or otherwise violate any condition of the Court's order of release. MARIO PEREA AND MARIA E. FERNANDEZ further understand and agree that, if the defendant MARIO PEREA should violate any condition of the Court's release order, and their equity in the property is less than \$90,000 they will be liable to pay any negative difference between the bond amount of \$250,000 and their equitable interest in the property, and MARIO PEREA AND MARIA E. FERNANDEZ hereby agree to the entry of a default judgment against them for the amount of any such difference. MARIO PEREA AND MARIA E. FERNANDEZ have received a copy of the Court's release order and understand its terms and conditions. Further, the sureties understand that the only perice they will receive is notice of court proceedings.
- 3. MARIO PEREA AND MARIA E. FERNANDEZ 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. MARIO PEREA AND MARIA E. FERNANDEZ understand that should defendant MARIO PEREA 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

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above-described real property and satisfy the obligation arising from a breach of the bond.

- 4. MARIO PEREA AND MARIA E. FERNANDEZ 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, MARIO PEREA AND MARIA E. FERNANDEZ 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.
- 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 MARIO IFREA they are subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. MARIO PEREA AND MARIA E. FERNANDEZ 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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MARIO PEREA AND MARIA E. FERNANDEZ 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.

MARIO PEREA

Defendant

Surety/Grantor

Clort's Office

Surety/Grantor

Date:

Return to:

Bissell

United States Attorney's Office 219 S. Dearborn Street, 5th Floor

Chicago, Illinois 60604