



# UNOFFICIAL COPY

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 notice 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

# UNOFFICIAL COPY

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

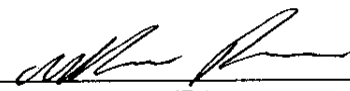
4. MARIO PEREA AND MARIA E. FERNANDEZ further agree that they will maintain the subject property in good repair, pay all taxes and obligations thereon when due, and will take no action which could encumber the real property or diminish their interest therein, including any effort to sell or otherwise 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.

5. MARIO PEREA AND MARIA E. FERNANDEZ 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 MARIO PEREA 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.

# UNOFFICIAL COPY

6. MARIO PEREA AND MARIA E. FERNANDEZ 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.

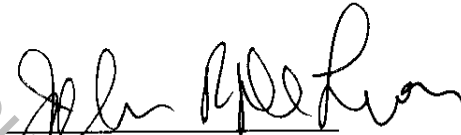
Date: 8/16/06

  
MARIO PEREA  
Defendant  
Surety/Grantor

Date: 8/16/06

  
MARIA E. FERNANDEZ  
Surety/Grantor

Date: 8/16/06

  
Witness

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