



# UNOFFICIAL COPY

P.I.N: 23-32-403-011-0000

JOSEPH DEKIEL AND DONNA J. DEKIEL warrant that there is one outstanding mortgage against the subject property and that their equitable interest in the real property approximately equals \$150,000.

2. JOSEPH DEKIEL AND DONNA J. DEKIEL agree \$150,000 of their equitable interest in the above-described real property, may be forfeited to the United States of America, should the defendant JOSEPH DEKIEL fail to appear as required by the Court or otherwise violate any condition of the Court's order of release. JOSEPH DEKIEL AND DONNA J. DEKIEL further understand and agree that, if the defendant JOSEPH DEKIEL should violate any condition of the Court's release order, and their equity in the property is less than \$150,000 they will be liable to pay any negative difference between the bond amount of \$150,000 and their equitable interest in the property, and JOSEPH DEKIEL AND DONNA J. DEKIEL hereby agree to the entry of a default judgment against them for the amount of any such difference. JOSEPH DEKIEL AND DONNA J. DEKIEL 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. JOSEPH DEKIEL AND DONNA J. DEKIEL 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. JOSEPH DEKIEL AND DONNA J. DEKIEL understand that should defendant JOSEPH DEKIEL 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-

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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. JOSEPH DEKIEL AND DONNA J. DEKIEL 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.

5. JOSEPH DEKIEL AND DONNA J. DEKIEL 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 JOSEPH DEKIEL they are subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. JOSEPH DEKIEL AND DONNA J. DEKIEL 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. JOSEPH DEKIEL AND DONNA J. DEKIEL 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.

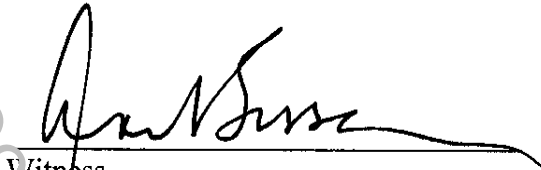
Date: 10-20-06

  
JOSEPH DEKIEL  
Surety/Grantor

Date: 10-20-06

  
DONNA J. DEKIEL  
Surety/Grantor

Date: 10-20-06

  
Witness

Return to:

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