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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION



Doc#: 0633909000 Fee: \$28.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 12/05/2006 09:20 AM Pg: 1 of 3

UNITED STATES OF AMERICA,)
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v.)
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JASON SPAULDING)
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No. 06 CR 812-4
Magistrate Judge Michael T. Mason

FOREIGN AGREEMENT

Pursuant to the Pretrial Release Order entered in the above-named case on November 21, 2006, and for and in consideration of bond being set by the Court for defendant JASON SPAULDING in the amount of \$200,000 being partially secured by real property, **JOSE GAYTAN (GRANTOR)** hereby warrants and agrees:

1. JOSE GAYTAN warrants that he is the sole record owner and titleholder of the real property located at 5244 South Kilbourn, Chicago, Illinois, and described legally as follows:

LOT 16 IN BLOCK 13 IN W.F. KAISER AND COMPANY'S ARDALE SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.

P.I.N.: 19-10-314-036-0000

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JOSE GAYTAN warrants that there is one outstanding mortgage against the subject property and that his equitable interest in the real property is at least \$200,000.

2. JOSE GAYTAN agrees \$200,000 of his equitable interest in the above-described real property, shall be forfeited to the United States of America, should the defendant JASON SPAULDING fail to appear as required by the Court or otherwise violate any condition of the Court's order of release. JOSE GAYTAN further understands and agrees that, if the defendant JASON SPAULDING should violate any condition of the Court's release order, he will be liable to pay the difference between the bond amount of \$200,000 and his equitable interest in the property, and JOSE GAYTAN hereby agrees to the entry of a default judgment against him for the amount of any such difference. JOSE GAYTAN has received a copy of the Court's release order and understands its terms and conditions. Further, the surety understands that the only notice he will receive is notice of court proceedings.

3. JOSE GAYTAN further agrees 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. JOSE GAYTAN understands that should defendant JASON SPAULDING fail to appear or otherwise violates any condition of the Court's order of release, the United States will 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. JOSE GAYTAN further agrees that he will maintain the subject property in good repair, pay all taxes and obligations thereon when due, and will take no action which could

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encumber the real property or diminish his interest therein, including any effort to sell or otherwise convey the property without leave of Court. Further, JOSE GAYTAN has 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. JOSE GAYTAN further understands that if he has 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 JASON SPAULDING he is subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. JOSE GAYTAN agrees 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.

6. JOSE GAYTAN hereby declares under penalty of perjury that he has 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: 11-21-06

Josi Gaytan
JOSE GAYTAN
Surety/Grantor

Date: 11-21-06

[Signature]
Witness

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