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Doc#: 0810218071 Fee: \$40.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 04/11/2008 12:29 PM Pg: 1 of 3

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA,)
)
)
v.)
)
VERBERY WALKER)
)
)

No. 08 CR 281
Judge Cox

FORFEITURE AGREEMENT

Pursuant to the Pretrial Release Order entered in the above-named case on April 10, 2008, and for and in consideration of bond being set by the Court for defendant VERBERY WALKER, in the amount of \$90,000, being partially secured by real property, King James Washington hereby warrants and agrees:

1. King James Washington warrants that he is the sole record owner and titleholder of real property located at 8419 S. Paulina, Chicago, Illinois, described legally as follows:

LOT 40 IN BLOCK 13, A SUBDIVISION OF BLOCKS 12, 13, AND 14 IN NEUMAN AND HART'S ADDITION TO ENGLEWOOD HEIGHTS BEING, A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 10 ACRES) IN COOK COUNTY, ILLINOIS.

P.I.N: 20-31-413-007-0000

King Washington warrants that there is one outstanding mortgage against the subject property with a balance of approximately \$142,000 and that his equitable interest in the real property approximately equals at least \$83,000.

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2. King Washington agrees that up to \$83,000 of his equitable interest in the above-described real property, may be forfeited to the United States of America, should the defendant VERBERY WALKER fail to appear as required by the Court or otherwise violate any condition of the Court's order of release. King Washington further understands and agrees that, if the defendant VERBERY WALKER should violate any condition of the Court's release order, and his equity in the property is less than \$83,000, he will be liable to pay any negative difference between the secured bond amount of \$83,000 and his equitable interest in the property, and King Washington hereby agrees to the entry of a default judgment against him for the amount of any such difference. King Washington has received a copy of the Court's release order and understand its terms and conditions. Further, the surety understands that the only notice he will receive is notice of court proceedings.

3. King Washington 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. King Washington understands that should defendant VERBERY WALKER 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. King Washington 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 encumber the real property or diminish their interest therein, including any effort to sell or otherwise

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convey the property without leave of Court.

5. King Washington 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 VERBERY WALKER he is subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. King Washington 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. King Washington 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: April 10-08

King James Washington
KING JAMES WASHINGTON
 Surety/Grantor

Date: 4-10-08

Dorothy Cuadra
 Witness

Prepared by:

U.S. Attorney's Office
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 /dc