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2. ROBERT WALSTON agrees \$100,000 of his equitable interest in the above-described real property, shall be forfeited to the United States of America, should he fail to appear as required by the Court or otherwise violate any condition of the Court's order of release. ROBERT WALSTON further understands and agrees that, if he should violate any condition of the Court's release order, he will be liable to pay the difference between the bond amount of \$100,000, and his equitable interest in the property, and ROBERT WALSTON hereby agrees to the entry of a default judgment against him for the amount of any such difference. ROBERT WALSTON has received a copy of the Court's release order and understands its terms and conditions. Further, he understands that the only notice he will receive is notice of court proceedings.

3. ROBERT WALSTON 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. ROBERT WALSTON understands that should he fail to appear or otherwise violate 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. ROBERT WALSTON 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 his interest therein, including any effort to sell or otherwise convey the property without leave of Court.

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5. ROBERT WALSTON 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 his release he is subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. ROBERT WALSTON 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. ROBERT WALSTON 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: 10-16-08


 ROBERT WALSTON
 Defendant/Grantor

Date: 10-16-08


 Witness

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