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Doc#: 0909334074 Fee: \$40.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 04/03/2009 01:16 PM Pg: 1 of 3

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

JAVIER SOLIS,)

Defendant.)

No.: 09 CR 280
Magistrate Judge Schenkier

FORFEITURE AGREEMENT

Pursuant to the order entered by Magistrate Judge Schenkier in Case No. 09 CR 280, on March 31, 2009, for and in consideration of bail being set for the defendant, JAVIER SOLIS, in the above captioned case, JAVIER SOLIS AND NANCY SOLIS, hereby warrant and agree that:

1. That JAVIER SOLIS AND NANCY SOLIS hold legal fee simple title to certain real property commonly known as 2338 N. Melvira Avenue, Chicago, Illinois, legally described as follows:

LOT 45 IN BLOCK 13 IN GRAND AVENUE ESTATES, BEING A SUBDIVISION OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF WEST GRAND AVENUE ACCORDING TO PLAT FILED IN THE REGISTRAR'S OFFICE AS DOCUMENT NUMBER 41515, IN COOK COUNTY, ILLINOIS.

2. That they have evidenced their interest in said property by presenting the following: Warranty Deed and Mortgage Statement.

PIN: 13-32-103-029-0000

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3. **JAVIER SOLIS AND NANCY SOLIS** warrant that they purchased 2338 N. Melvina Avenue , Chicago, Illinois, in 1996, for \$124,000.00; that the fair market value of the property is now \$232,000.00; the balance due on the mortgage is approximately \$34,310.41; that their equity in the property is approximately \$197,689.59.

4. **JAVIER SOLIS AND NANCY SOLIS**, further warrant that they are the sole owners and title holders of the property commonly known as 2338 N. Melvina Avenue, Chicago, Illinois. They warrant that the only outstanding mortgage and/or lien against the subject real property is a first mortgage in favor of US Bank, Loan #4800119691, in the approximate amount of \$34,310.41.

5. That the bail secured by the subject real property for the defendant **JAVIER SOLIS** has been set at \$150,000.00. **JAVIER SOLIS AND NANCY SOLIS** agree that up to \$150,000.00 of their equitable interest in the subject property shall be forfeited to the United States of America, should the defendant fail to appear in court as required or otherwise violate any condition of the court's release order.

6. **JAVIER SOLIS AND NANCY SOLIS** shall execute a Quit Claim Deed in favor of the United States of America, and said instrument shall be held by the Clerk of the United States District Court, Northern District of Illinois, Eastern Division, for safekeeping until further order of the Court. **JAVIER SOLIS AND NANCY SOLIS** understand that should the defendant, **JAVIER SOLIS**, fail to appear for Court, or otherwise violate any condition of the above described release the United States of America will seek an order from the Court authorizing the United States of America to file and record the above described Quit Claim Deed and to take whatever further steps may be necessary to perfect their interest in the above described property.

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7. **JAVIER SOLIS AND NANCY SOLIS** further agree that they will maintain the property in good repair, pay all taxes and obligation therein when due, and will take no action which will encumber the property or diminish their interest therein, including any effort to sell or otherwise convey the property, without leave of this Court.

8. **JAVIER SOLIS AND NANCY SOLIS** further understand that if they have knowingly made or submitted or caused to be made or submitted any false, fraudulent or misleading statements or documents in connection with this agreement or in connection with bail being set for the defendant, **JAVIER SOLIS**, then they are subject to felony prosecution which could result in the imposition of severe penalties, including a period of incarceration.

9. **JAVIER SOLIS AND NANCY SOLIS** further agree that the United States shall file and record a copy of this Forfeiture Agreement with the County Recorder of Cook County, Illinois, as notice of encumbrance in the amount of the bond.

10. **JAVIER SOLIS AND NANCY SOLIS** hereby declare under penalty of perjury that they have read this Forfeiture Agreement in its entirety, and the information contained herein is true and correct. They further agree that their failure to comply with any terms or conditions 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.

Javier Solis
JAVIER SOLIS
Nancy Solis
NANCY SOLIS

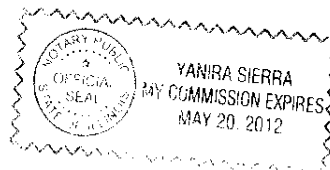
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SUITE 700
CHICAGO, IL 60654
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SUBSCRIBED and SWORN to
me this 31st day of
March, 2009.

Yanira Sierra
NOTARY PUBLIC



Return To:
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2195 Dearborn
Chicago, IL 60604