

# UNOFFICIAL COPY

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION



UNITED STATES OF AMERICA, )  
)  
)  
v. )  
)  
MICHAEL SARNO )  
)  
)  
)  
)  
)  
)  
)  
)

Doc#: 0917031021 Fee: \$40.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 06/19/2009 10:37 AM Pg: 1 of 3

No. 08 CR 115-3  
Magistrate Judge Sidney I. Schenkier

## FORFEITURE AGREEMENT

Pursuant to the Pretrial Release Order entered in the above-named case on June 16, 2009, and for and in consideration of bond being set by the Court for defendant MICHAEL SARNO in the amount of \$1,000,000 being partially secured by real property, **ANTHONY E. SARNO (GRANTOR)** hereby warrants and agrees:

1. ANTHONY E. SARNO warrants that he is the sole record owner and titleholder of the real property located at 6227 S. Monitor Avenue, Chicago, Illinois, and described legally as follows:

LOT 33 IN BLOCK 9 IN THE FOURTH ADDITION TO CLEARING, A SUBDIVISION OF THE SOUTH 3/4 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N : 19-17-427-009-0000

ANTHONY E. SARNO warrants that there is one outstanding mortgage against the subject property and that his equitable interest in the real property equals at least \$90,000.

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2. ANTHONY E. SARNO agrees \$90,000 of his equitable interest in the above-described real property, shall be forfeited to the United States of America, should the defendant MICHAEL SARNO fail to appear as required by the Court or otherwise violate any condition of the Court's order of release. ANTHONY E. SARNO further understands and agrees that, if the defendant MICHAEL SARNO should violate any condition of the Court's release order, he will be liable to pay the difference, if any, between the pledged amount of \$90,000 and his actual equitable interest in the property at that time, and ANTHONY E. SARNO hereby agrees to the entry of a default judgment against him for the amount of any such difference. ANTHONY E. SARNO 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. ANTHONY E. SARNO 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. ANTHONY E. SARNO understands that should defendant MICHAEL SARNO 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. ANTHONY E. SARNO 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. Further, ANTHONY E. SARNO has executed a release

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in favor of the United States so it can be verified that all obligations relating to the property are paid currently.

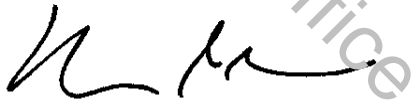
5. ANTHONY E. SARNO further understands that if he has knowingly made or submitted or caused to be made or submitted any false, fraudulent or misleading statement or document in connection with this Forfeiture Agreement, or in connection with the bond set for defendant MICHAEL SARNO he is subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. ANTHONY E. SARNO 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. ANTHONY E. SARNO 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: 6/16/09

  
\_\_\_\_\_  
ANTHONY E. SARNO  
Surety/Grantor

Date: 6/16/09

  
\_\_\_\_\_  
Witness

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