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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION



Doc#: 0918322121 Fee: \$42.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 07/02/2009 02:16 PM Pg: 1 of 4

UNITED STATES OF AMERICA,)
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v.)
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JORGE LOPEZ)
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No. 09 CR 332-2
Magistrate Judge Susan E. Cox

FORFEITURE AGREEMENT IV

Pursuant to the Pretrial Release Order entered in the above-named case on May 12, 2009, and for and in consideration of bond being set by the Court for defendant JORGE LOPEZ in the amount of \$1,000,000, being partially secured by real property, **JORGE LOPEZ AND AMALIA LOPEZ (husband and wife) and GRANTOR(S)** hereby warrant and agree

1. JORGE LOPEZ AND AMALIA LOPEZ warrant that they are the sole record owners and titleholders of the real property located at 6918-6920 West 65th Street, Chicago, Illinois, and described legally as follows:

PARCEL 1: THE WEST HALF OF THE SOUTH 125 FEET OF THE EAST 120 FEET OF THE WEST 480 FEET OF THE SOUTH HALF OF BLOCK 37 IN FREDERICK H. BARTLETT'S CHICAGO HIGHLANDS, IN THE NORTH EAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER AND UPON THE NORTH 39 FEET AND THE EAST 10 FEET (EXCEPT THE NORTH 39 FEET THEREOF) OF THE SOUTH 125 FEET OF

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THE EAST HALF OF THE EAST 120 FEET OF THE WEST 480 FEET OF SOUTH ½ OF BLOCK 37 IN FREDERICK H. BARTLETT'S CHICAGO HIGHLANDS, AFORESAID, AS CONTAINED IN THE EASEMENT AGREEMENT RECORDED.

P.I.N(s): 19-19-114-031-0000
19-19-114-032-0000

JORGE LOPEZ AND AMALIA LOPEZ warrant that there is no outstanding mortgage against the subject property and that their equitable interest in the real property approximately equals \$620,000.

2. JORGE LOPEZ AND AMALIA LOPEZ agree \$620,000 of their equitable interest in the above-described real property, may be forfeited to the United States of America, should the defendant JORGE LOPEZ fail to appear as required by the Court or otherwise violate any condition of the Court's order of release. JORGE LOPEZ AND AMALIA LOPEZ further understand and agree that, if the defendant JORGE LOPEZ should violate any condition of the Court's release order, and their equity in the property is less than \$620,000 they will be liable to pay any negative difference between the bond amount of \$1,000,000 and their equitable interest in the property, and JORGE LOPEZ AND AMALIA LOPEZ hereby agree to the entry of a default judgment against them for the amount of any such difference. JORGE LOPEZ AND AMALIA LOPEZ have received a copy of the Court's release order and understand its terms and conditions. Further, the sureties understand that the only notice they will receive is notice of court proceedings.

3. JORGE LOPEZ AND AMALIA LOPEZ further agree 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. JORGE LOPEZ AND AMALIA LOPEZ understand that should defendant JORGE LOPEZ fail to appear

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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.

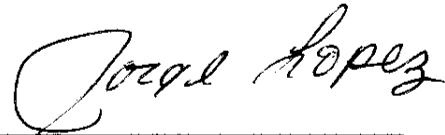
4. JORGE LOPEZ AND AMALIA LOPEZ further agree that they will maintain the subject property in good repair, pay all taxes and obligations thereon when due, and will take no action which could encumber the real property or diminish their interest therein, including any effort to sell or otherwise convey the property without leave of Court.

5. JORGE LOPEZ AND AMALIA LOPEZ further understand that if they have 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 JORGE LOPEZ they are subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. JORGE LOPEZ AND AMALIA LOPEZ agree 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.

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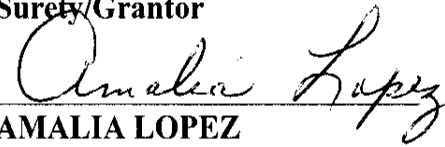
6. JORGE LOPEZ AND AMALIA LOPEZ hereby declare under penalty of perjury that they have read the foregoing Forfeiture Agreement in its entirety, and the information contained herein is true and correct. Failure to comply with any term or condition of this agreement will be considered a violation of the release order authorizing the United States to request that the bond posted for the release of the defendant be revoked.

Date: 5/12/09



JORGE LOPEZ
Surety/Grantor

Date: 5/12/09



AMALIA LOPEZ
Surety/Grantor

Date: 5/12/09



Witness

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