

# UNOFFICIAL COPY



UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

Doc#: 0927403070 Fee: \$40.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 10/01/2009 04:07 PM Pg: 1 of 3

UNITED STATES OF AMERICA, )  
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)  
v. )  
)  
EDWIN SANCHEZ )  
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)  
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)  
)

No. 09 CR 719-1  
Magistrate Judge Maria Valdez

## FORFEITURE AGREEMENT

Pursuant to the Pretrial Release Order entered in the above-named case on September 24, 2009, and for and in consideration of bond being set by the Court for defendant EDWIN SANCHEZ in the amount of \$60,000 being fully secured by real property, **MARIO RIOS (GRANTOR)** hereby warrants and agrees:

1. MARIO RIOS warrants that he is the sole record owner and titleholder of the real property located at 3347 West 64<sup>th</sup> Street, Chicago, Illinois, and described legally as follows:

LOTS 19 AND 20 IN THE SUBDIVISION OF THE NORTH 1/2 OF BLOCK 7 IN JOHN F. EBERHART'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N : 19-23-210-004-0000

MARIO RIOS warrants that there is one outstanding mortgage against the subject property and that his equitable interest in the real property equals at least \$60,000.

2. MARIO RIOS agrees \$60,000 of his equitable interest in the above-described real property, shall be forfeited to the United States of America, should the defendant EDWIN

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SANCHEZ fail to appear as required by the Court or otherwise violate any condition of the Court's order of release. MARIO RIOS further understands and agrees that, if the defendant EDWIN SANCHEZ 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 \$60,000 and his actual equitable interest in the property at that time, and MARIO RIOS hereby agrees to the entry of a default judgment against him for the amount of any such difference. MARIO RIOS 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. MARIO RIOS 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. MARIO RIOS understands that should defendant EDWIN SANCHEZ 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.

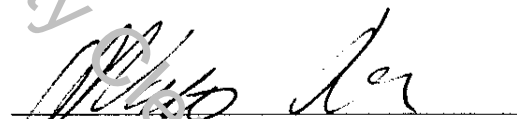
4. MARIO RIOS further agrees that he will maintain the subject property in good repair, pay all taxes and obligations thereon when due, and will take no action which could encumber the real property or diminish his interest therein, including any effort to sell or otherwise convey the property without leave of Court. Further, MARIO RIOS has executed a release in favor of the United States so it can be verified that all obligations relating to the property are paid currently.

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5. MARIO RIOS 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 EDWIN SANCHEZ he is subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. MARIO RIOS 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. MARIO RIOS 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: 9/24/09

  
 MARIO RIOS  
 Surety/Grantor

Date: 9/24/09

  
 Witness

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