

# UNOFFICIAL COPY

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION



Doc#: 1227844104 Fee: \$44.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 10/04/2012 03:54 PM Pg: 1 of 4

UNITED STATES OF AMERICA, )  
)  
)  
v. )  
)  
HECTOR ARIAS )  
)  
)  
)  
)  
)

No. 12 CR 708-4  
Magistrate Judge Arlander Keys

## FORFEITURE AGREEMENT

Pursuant to the Order Setting Conditions of Release entered in the above-named case on October 1, 2012 for and in consideration of bond being set by the Court for defendant HECTOR ARIAS (the "defendant") in the amount of \$100,000 being partially secured by real property, **HECTOR ARIAS (GRANTOR)** hereby understands, warrants and agrees:

1. HECTOR ARIAS warrants that he is the sole record owner and titleholder of the real property located at 5128 South Keeler Avenue, Chicago, Illinois, and described legally as follows:

LOT 12 AND THE NORTH HALF OF LOT 13, IN BLOCK 3, IN ARCHER HEIGHTS A SUBDIVISION OF PART OF THE NORTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS PER PLAT RECORDED JULY 12, 1907, AS DOCUMENT 4065470, IN COOK COUNTY, ILLINOIS.

Parcel Number(s): 19-10-403-033-0000

(the "subject property")

2. HECTOR ARIAS warrants that there is one outstanding mortgage against the subject property.

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3. HECTOR ARIAS has received a copy of the Court's Order Setting Conditions of Release and understands its terms and conditions.

4. HECTOR ARIAS understands and agrees that he will be subject to the terms and conditions of the Order Setting Conditions of Release until any of the following events: (a) he surrenders to serve his sentence; (b) he is taken into custody by order of the court in the above-captioned matter; (c) the above-captioned matter is dismissed against him in its entirety; or (d) judgment is entered in his favor.

5. HECTOR ARIAS agrees that public docket entries and filings in the above-captioned matter constitute adequate notice to him of all judicial proceedings in the case. HECTOR ARIAS understands that modifications to the Court's Order Setting Conditions of Release may occur, and may materially change the conditions of release. In exchange for the entry of the Order Setting Conditions of Release, HECTOR ARIAS waives any right to receive notice of judicial proceedings from the United States or the Court.

6. HECTOR ARIAS understands and agrees that this forfeiture agreement applies to any modified Order Setting Conditions of Release entered by the Court in the above-captioned matter.

7. HECTOR ARIAS agrees that 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 violates any condition of the Court's Order Setting Conditions of Release, during the pendency of the order.

8. HECTOR ARIAS agrees to execute a quit claim deed in favor of the United States of America, which deed shall be held in the custody of the Clerk of the United States

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District Court, Northern District of Illinois, until further order of the Court.

9. HECTOR ARIAS understands that 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 deed, and will take whatever other action that may be necessary to perfect its interest in the above-described real property, should he fail to appear as required by the Court or otherwise violate any condition of the Court's Order Setting Conditions of Release, during the pendency of the order.

10. HECTOR ARIAS understands and agrees that, should he fail to appear as required by the Court or otherwise violates any condition of the Court's Order Setting Conditions of Release, HECTOR ARIAS will be liable to pay the difference between the bond amount of \$100,000 and his equitable interest in the subject property, and HECTOR ARIAS hereby agrees to the entry of a default judgment against him for the amount of any such difference.

11. HECTOR ARIAS 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.

12. HECTOR ARIAS 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 him, he is subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury.

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13. HECTOR ARIAS agrees that the United States shall file and record a copy of this Forfeiture Agreement with the Cook County Recorder's Office as notice of encumbrance in the amount of the bond.

14. HECTOR ARIAS 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.

15. HECTOR ARIAS understands and agrees that failure to comply with any term or condition of this Forfeiture Agreement will constitute grounds for the United States of America to request that the bond posted for his release be revoked.

Date: Oct 1, 2012

Hector Arias  
HECTOR ARIAS  
Surety/Grantor

Date: Oct 1, 2012

Maria Mercedes Arias  
MARIA MERCEDES ARIAS  
Surety's Wife/Interested Party

Date: Oct 1, 2012

Amel Brown  
Witness

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