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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Doc#: 1228516107 Fee: \$44.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 10/11/2012 04:07 PM Pg: 1 of 4

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
JUAN RAMOS,)
)
Defendant.)

) **No.: 12 CR 755**
) **Magistrate Judge Maria Valdez**
)

FORFEITURE AGREEMENT

Pursuant to the Order Setting Conditions of Release entered in the above-named case on October 5, 2012, and for and in consideration of bond being set by the Court for defendant, **JUAN RAMOS** (the "defendant") in the amount of \$75,000.00 being [partially] secured by real property, **EROLINDA RAMOS** (GRANTOR) hereby understands, warrants, and agrees:

1. **EROLINDA RAMOS** warrants that she is the sole record owner and titleholder of the real property located at 2825 S. Christiana Avenue, Unit 2, Chicago, Illinois, described legally as:

PIN: 16-26-421-010-0000

LOT 39 IN BLOCK 1 ON THE SUBDIVISION OF BLOCK 14 IN THE SUBDIVISION OF THE SOUTHEAST ¼ AND THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PIN#16-26-421-010-0000 (the "subject property").

2. **EROLINDA RAMOS** warrants that there is \$53,967.15 outstanding Mortgage against the subject property and that her equitable interest in the real property approximately equals \$71,032.85.

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

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

5. **EROLINDA RAMOS** agrees that public docket entries and filings in the above-captioned matter constitute adequate notice to the surety of all judicial proceedings in the case. **EROLINDA RAMOS** 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, **EROLINDA RAMOS** waives any right to receive notice of judicial proceedings from the United States or the Court.

6. **EROLINDA RAMOS** 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. **EROLINDA RAMOS** understands and agrees that her equitable interest in the above-described real property shall be forfeited to the United States of America should the defendant 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.

8. **EROLINDA RAMOS** 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 District Court, Northern District of Illinois, until further order of the Court.

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9. **EROLINDA RAMOS** 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 the defendant 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. **EROLINDA RAMOS** understands and agrees that, should the defendant fail to appear as required by the Court or otherwise violate any condition of the Court's Order Setting Conditions of Release, **EROLINDA RAMOS** will be liable to pay the difference between the bond amount of \$75,000.00 and her equitable interest in the subject property, and **EROLINDA RAMOS** hereby agrees to the entry of a default judgment against her for the amount of any such difference.

11. **EROLINDA RAMOS** agrees that she 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 her interest therein, including any effort to sell or otherwise convey the property without leave of Court.

12. **EROLINDA RAMOS** understands that if she 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 the defendant, she is subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury.

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13. **EROLINDA RAMOS** 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. **EROLINDA RAMOS** hereby declares under penalty of perjury that she has read the foregoing Forfeiture Agreement in its entirety, and the information contained herein is true and correct.

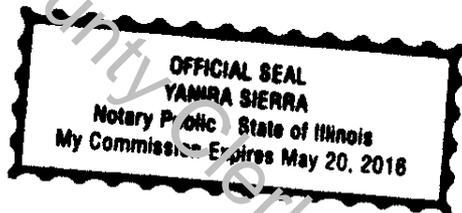
15. **EROLINDA RAMOS** understands and agrees that failure to comply with any term or condition of this Forfeiture Agreement will constitute grounds for the United States of America to request that the bond posted for the release of the defendant be revoked.

Erolinda Ramos
EROLINDA RAMOS

10/05/2012
DATE

SUBSCRIBED and SWORN to
me this 5th day of October, 2012.

Yamra Sierra
NOTARY PUBLIC



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