



UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Doc#: 1315016065 Fee: \$44.00
Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/30/2013 02:44 PM Pg: 1 of 4

UNITED STATES OF AMERICA,)
)
v.)
)
EDDIE JACKSON)
)
)
)
)

No. 13 CR 372-2
Magistrate Judge Susan E. Cox

FORFEITURE AGREEMENT

Pursuant to the Order Setting Conditions of Release entered in the above-named case on May 29, 2013 for and in consideration of bond being set by the Court for defendant EDDIE JACKSON (the "defendant") in the amount of \$100,000 being partially secured by real property, **DAVID K. GRANT (GRANTOR)** hereby understands, warrants and agrees:

1. DAVID K. GRANT warrants that he is the sole record owner and titleholder of the real property located at 8732 South Ridgeland, Chicago, IL, Illinois, and described legally as follows:

LOT 1 IN BLOCK 2 IN F.E. DOWNEY'S SUBDIVISION OF LOTS 3, 4, 5 AND 6 IN PARTITION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 25-01-104-010-0000

(the "subject property")

2. DAVID K. GRANT warrants that there are no outstanding mortgages against the subject property and that his equitable interest in the real property equals at least \$81,000.

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

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4. DAVID K. GRANT 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. DAVID K. GRANT 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. DAVID K. GRANT 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, DAVID K. GRANT waives any right to receive notice of judicial proceedings from the United States or the Court.

6. DAVID K. GRANT 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. DAVID K. GRANT agrees that his equitable interest in the above-described real property up to \$81,000 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. DAVID K. GRANT 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. DAVID K. GRANT 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. DAVID K. GRANT 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, DAVID K. GRANT will be liable to pay the difference between the equity amount of \$81,000 and his actual equitable interest in the subject property, if less than \$81,000 and DAVID K. GRANT hereby agrees to the entry of a default judgment against him for the amount of any such difference.

11. DAVID K. GRANT 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. DAVID K. GRANT 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, he is subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury.

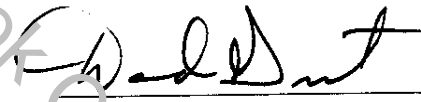
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13. DAVID K. GRANT agrees that the United States shall file and record a copy of this Forfeiture Agreement with the Cook County Recorder's Office as notice of encumbrance in the amount of the bond.

14. DAVID K. GRANT 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. DAVID K. GRANT 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.

Date: 5/29/13



DAVID K. GRANT
Surety/Grantor

Date: 5/29/13



WITNESS

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