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1423416003

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Doc#: 1423416003 Fee: \$44.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/22/2014 09:47 AM Pg: 1 of 4

UNITED STATES OF AMERICA,)

)

v.)

)

EDUARDO ZAMUDIO)

)

No. 14 CR 429-13

)

Magistrate Judge Michael T. Mason

FORFEITURE AGREEMENT

Pursuant to the Order Setting Conditions of Release entered in the above-named case on August 11, 2014 for and in consideration of bond being set by the Court for defendant EDUARDO ZAMUDIO (the "defendant") in the amount of \$100,000, being partially secured by real property, **CARLOS ZAMUDIO AND MARIA G. ZAMUDIO, husband and wife and GRANTOR(S)** hereby understand, warrant and agree.

1. **CARLOS ZAMUDIO AND MARIA G. ZAMUDIO** warrant that they are the sole record owners and titleholders of the real property located at 5728 South Troy Street, Chicago, Illinois, and described legally as follows:

LOT 10 IN BLOCK 2 IN BARNETT BROS. OF BLOCK 4 IN MAHAN'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, IN COOK COUNTY, ILLINOIS.

Parcel Number(s): 19-13-116-034-0000
(the "subject property")

2.. **CARLOS ZAMUDIO AND MARIA G. ZAMUDIO** warrant that there is one outstanding mortgage against the subject property and that their equitable interest in the real property equals at least \$100,000.

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3. **CARLOS ZAMUDIO AND MARIA G. ZAMUDIO** have received a copy of the Court's Order Setting Conditions of Release and understand its terms and conditions.

4. **CARLOS ZAMUDIO AND MARIA G. ZAMUDIO** understand and agree 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. **CARLOS ZAMUDIO AND MARIA G. ZAMUDIO** agree that public docket entries and filings in the above-captioned matter constitute adequate notice to the surety of all judicial proceedings in the case. **CARLOS ZAMUDIO AND MARIA G. ZAMUDIO** understand 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, **CARLOS ZAMUDIO AND MARIA G. ZAMUDIO** waive any right to receive notice of judicial proceedings from the United States or the Court.

6. **CARLOS ZAMUDIO AND MARIA G. ZAMUDIO** understand and agree that this forfeiture agreement applies to any modified Order Setting Conditions of Release entered by the Court in the above-captioned matter.

7. **CARLOS ZAMUDIO AND MARIA G. ZAMUDIO** agree that their equitable interest in the above-described real property up to the amount of the bond 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.

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8. **CARLOS ZAMUDIO AND MARIA G. ZAMUDIO** agree 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.

9. **CARLOS ZAMUDIO AND MARIA G. ZAMUDIO** understand 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. **CARLOS ZAMUDIO AND MARIA G. ZAMUDIO** understand and agree 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, **CARLOS ZAMUDIO AND MARIA G. ZAMUDIO** will be liable to pay the difference between the bond amount of \$100,000 and their equitable interest in the subject property, and **CARLOS ZAMUDIO AND MARIA G. ZAMUDIO** hereby agree to the entry of a default judgment against them for the amount of any such difference.

11. **CARLOS ZAMUDIO AND MARIA G. ZAMUDIO** 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.

12. **CARLOS ZAMUDIO AND MARIA G. ZAMUDIO** understand that if they have knowingly made or submitted or caused to be made or submitted any false, fraudulent or

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misleading statement or document in connection with this Forfeiture Agreement, or in connection with the bond set for defendant, they are subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury.

13. **CARLOS ZAMUDIO AND MARIA G. ZAMUDIO** agree 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. **CARLOS ZAMUDIO AND MARIA G. ZAMUDIO** 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.

15. **CARLOS ZAMUDIO AND MARIA G. ZAMUDIO** understand and agree 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: 8-11-2014



CARLOS ZAMUDIO
Surety/Grantor

Date: 8/11/2014



MARIA G. ZAMUDIO
Surety/Grantor

Date: 8-11-14



WITNESS

Prepared by and Return to:
Bissell, US Attorney's Office
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