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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Doc#: 1524019121 Fee: \$44.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/28/2015 12:48 PM Pg: 1 of 4

UNITED STATES OF AMERICA,)
)
v.)
)
FRANCISCO QUINTANA)
)
)

No. 15 CR 451-15
Magistrate Judge Sidney I. Schenkier

FORFEITURE AGREEMENT

Pursuant to the Order Setting Conditions of Release entered in the above-named case on August 27, 2015 for and in consideration of bond being set by the Court for defendant FRANCISCO QUINTANA (the "defendant") in the amount of \$400,000 being partially secured by real property, **GUSTAVO GONZALEZ AND MARIO PRECIADO, GRANTOR(S)** hereby understand, warrant and agree:

1. **GUSTAVO GONZALEZ AND MARIO PRECIADO** warrant that they are the sole record owners and titleholders of the real property located at 2642 North Mobile Avenue, Chicago, Illinois, described legally as follows:

THE SOUTH 33 FEET 4 INCHES OF LOT 20 IN GRAND HILL SUBDIVISION, BEING THE SOUTH 33 1/3 ACRES OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N: 13-29-309-018-0000
(the "subject property")

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2. **GUSTAVO GONZALEZ AND MARIO PRECIADO** warrant that there is one outstanding mortgage against the subject property and that their equitable interest in the real property equals at least \$89,000.

3. **GUSTAVO GONZALEZ AND MARIO PRECIADO** have received a copy of the Court's Order Setting Conditions of Release and understand its terms and conditions.

4. **GUSTAVO GONZALEZ AND MARIO PRECIADO** 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. **GUSTAVO GONZALEZ AND MARIO PRECIADO** 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. **GUSTAVO GONZALEZ AND MARIO PRECIADO** 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, **GUSTAVO GONZALEZ AND MARIO PRECIADO** waive any right to receive notice of judicial proceedings from the United States or the Court.

6. **GUSTAVO GONZALEZ AND MARIO PRECIADO** 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. **GUSTAVO GONZALEZ AND MARIO PRECIADO** agree that their equitable interest in the above-described real property shall be forfeited to the United States of America

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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. **GUSTAVO GONZALEZ AND MARIO PRECIADO** 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. **GUSTAVO GONZALEZ AND MARIO PRECIADO** 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. **GUSTAVO GONZALEZ AND MARIO PRECIADO** 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, **GUSTAVO GONZALEZ AND MARIO PRECIADO** will be liable to pay the difference between the bond amount of \$400,000 and their equitable interest in the subject property, and **GUSTAVO GONZALEZ AND MARIO PRECIADO** hereby agree to the entry of a default judgment against them for the amount of any such difference.

11. **GUSTAVO GONZALEZ AND MARIO PRECIADO** 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.

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12. **GUSTAVO GONZALEZ AND MARIO PRECIADO** understand that if they have 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, they are subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury.

13. **GUSTAVO GONZALEZ AND MARIO PRECIADO** 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. **GUSTAVO GONZALEZ AND MARIO PRECIADO** 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. **GUSTAVO GONZALEZ AND MARIO PRECIADO** 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: 8/27/15

Gustavo Gonzalez
GUSTAVO GONZALEZ
Surety/Grantor

Date: 8/27/15

Mario Preciado
MARIO PRECIADO
Surety/Grantor

Date: 8/27/15

[Signature]
WITNESS

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