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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Doc#: 1614816005 Fee: \$44.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/27/2016 09:39 AM Pg: 1 of 4

UNITED STATES OF AMERICA,)
)
v.)
)
RUDOLPH J. ACOSTA, III)
)
)
)
)

No. 15 CR 667-1
Judge Robert M. Dow, Jr.

FORFEITURE AGREEMENT

Pursuant to the Order Setting Conditions of Release entered in the above-named case on May 19, 2016, for and in consideration of bond being set by the Court for defendant RUDOLPH J. ACOSTA, III (the "defendant") in the amount of \$2 million, being partially secured by certain real property, DMA Construction, LLC (**GRANTOR**) hereby understands, warrants and agrees:

1. DMA Construction, LLC warrants that it is the sole record owner and titleholder of the real property located at 17603 W. 65th Street, Tinley Park, Illinois, and described legally as follows:

LOT 22 IN BLOCK 1 IN ELMORE'S TINLEY PARK ESTATES, BEING A SUBDIVISION OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 1929 AS DOCUMENT 10477250, IN COOK COUNTY, ILLINOIS.

PIN: 28-31-203-011-0000

2. DMA Construction, LLC warrants that there are no outstanding mortgages against the subject property and that there is approximately \$90,000 in equity in the subject property.

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3. DMA Construction, LLC has received a copy of the Court's Order Setting Conditions of Release and understands its terms and conditions.

4. DMA Construction, LLC 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. DMA Construction, LLC agrees that public docket entries and filings in the above-captioned matter constitute adequate notice of all judicial proceedings in the case. DMA Construction, LLC 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, DMA Construction, LLC waives any right to receive notice of judicial proceedings from the United States or the Court.

6. DMA Construction, LLC 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. DMA Construction, LLC agrees that its 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. DMA Construction, LLC 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. DMA Construction, LLC 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. DMA Construction, LLC 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, DMA Construction, LLC will be liable to pay the difference between its portion of the total posted bond in the amount of \$486,000 and its equitable interest in the subject property, and DMA Construction, LLC hereby agrees to the entry of a default judgment against it for the amount of any such difference.

11. DMA Construction, LLC agrees that it 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 its interest therein, including any effort to sell or otherwise convey the property without leave of Court.

12. DMA Construction, LLC understands that if it 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, it is subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury.

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13. DMA Construction, LLC 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. DMA Construction, LLC hereby declares under penalty of perjury that it has read the foregoing Forfeiture Agreement in its entirety, and the information contained herein is true and correct.

15. DMA Construction, LLC 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: May 19, 16

Debbie M. Acosta
Debbie M. Acosta,
Operator for DMA Construction, LLC
Surety/Grantor

5/19/16

D. Cuadra
Witness

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

Prepared By: D. Cuadra