

# UNOFFICIAL COPY



1614816006

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

Doc#: 1614816006 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, Rudolph Acosta, Sr. (**GRANTOR**) hereby understands, warrants and agrees:

1. Rudolph Acosta, Sr. warrants that he is the sole record owner and titleholder of the real property located at 4548 S. Avers, Chicago, Illinois, and described legally as follows:

LOT 18 IN BLOCK 1 OF MUDOCK, JAMES & CO'S ARCHER SECOND ADDITION, BEING A SUBDIVISION OF LOTS 5 & 6 IN SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 19-02-306-038-0000

2. Rudolph Acosta, Sr. warrants that there is one outstanding mortgage against the subject property and that there is approximately \$66,145 in equity in the subject property.

3. Rudolph Acosta, Sr. has received a copy of the Court's Order Setting Conditions of Release and understands its terms and conditions.

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

6. Rudolph Acosta, Sr. 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. Rudolph Acosta, Sr. understands that his 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. Rudolph Acosta, Sr. 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.

9. Rudolph Acosta, Sr. 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

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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. Rudolph Acosta, Sr. 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, Rudolph Acosta, Sr. will be liable to pay the difference between his portion of the posted bond in the amount of \$255,000 and his equitable interest in the subject property, and Rudolph Acosta, Sr. hereby agrees to the entry of a default judgment against him for the amount of any such difference.

11. Rudolph Acosta, Sr. 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 her interest therein, including any effort to sell or otherwise convey the property without leave of Court.

12. Rudolph Acosta, Sr. 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.

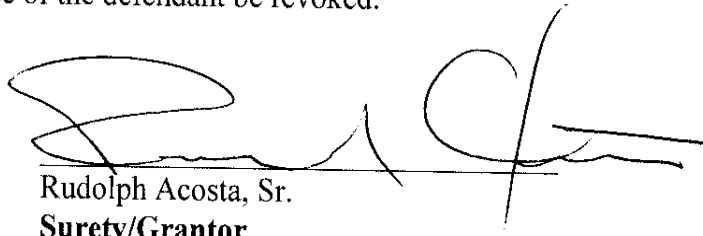
13. Rudolph Acosta, Sr. agrees that the United States shall file and record a copy of this Forfeiture Agreement with the Cook County Recorder's Office as notice of encumbrance in the amount of the bond.

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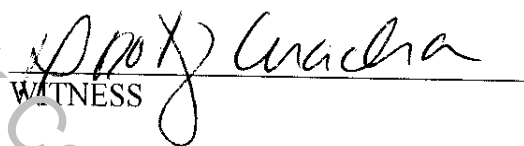
14. Rudolph Acosta, Sr. hereby declares under penalty of perjury that he has read the foregoing Forfeiture Agreement in its entirety, and the information contained herein is true and correct.

15. Rudolph Acosta, Sr. 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: 5-19-2016

  
Rudolph Acosta, Sr.  
Surety/Grantor

Date: 5-19-2016

  
WITNESS

5/19/16

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

Prepared By: D. Cuadra