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UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION



Doc# 1628129037 Fee \$44.00

Karen A.Yarbrough

Cook County Recorder of Deeds
Date: 10/07/2016 12:14 PM Pg: 1 of 4

UNITED STATES OF AMERICA,

)

v.
)

SAMEER NATOUR
)

No. 16 CR 635-1
) Magistrate Judge Sidney I. Schenkier

#### FORFEITURE AGREEMENT

Pursuant to the Order Setting Conditions of Release entered in the above-named case on October 5, 2016 for and in consideration of band being set by the Court for defendant SAMEER NATOUR (the "defendant") in the amount of \$150,000 being partially secured by real property, KHADIJEH NATOUR, (GRANTOR) hereby understands, warrants and agrees:

1. KHADIJEH NATOUR warrants that she is the sole record owner and titleholder of the real property located at 7913 Nottingham Drive, Tinley Fark, Illinois, and described legally as follows:

LOT 2 IN PARKVIEW HOMES UNIT NUMBER 4, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSTIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 27-24-311-053-0000

(the "subject property")

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- 2. KHADIJEH NATOUR warrants that there is one outstanding mortgage against the subject property and that her equitable interest in the property is at least \$61,000.
- 3. KHADIJEH NATOUR has received a copy of the Court's Order Setting Conditions of Release and understands its terms and conditions.
- 4. KHADIJEH NATOUR 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. KHADIJEH NATOUR agrees that public docket entries and filings in the above-captioned matter constitute ade justs notice to the surety of all judicial proceedings in the case. KHADIJEH NATOUR 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, KHADIJEH NATOUR waives any right to receive notice of judicial proceedings from the United States or the Court.
- 6. KHADIJEH NATOUR 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. KHADIJEH NATOUR agrees that her 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.

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- 8. KHADIJEH NATOUR 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. KHADIJEH NATOUR 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. KHADIJEH NATOUR understands and agrees that, should the defendant fail to appear as required by the Court or otherwise violates any condition of the Court's Order Setting Conditions of Release, KHADIJEH NATOUR will be liable to pay the difference between the secured bond amount of \$100,000 and her equitable interest in the subject property, and KHADIJEH NATOUR hereby agrees to the entry of a default judgment against her for the amount of any such difference.
- 11. KHADIJEH NATOUR agrees that she will maintain the subject property in good repair, pay all taxes and obligations thereon when due, and will take no extion 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. KHADIJEH NATOUR understands that if she 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, she

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is subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury.

13. KHADIJEH NATOUR 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. KHADIJEH NATOUR hereby declares under penalty of perjury that she has read the foregoing Forfeiture Agreement in its entirety, and the information contained herein is true and correct.

15. KHADIJEH NATOUR 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:  $\sqrt{0-5}$   $-\sqrt{6}$ 

KHADIJEH NATOUR

Surety/Grantor

Date:

WITNESS

Prepared by and Return to:

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