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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION



Doc# 1629534045 Fee \$44.00

UNITED STATES OF AMERICA,)
)
)
v.)
)
BARTOSZ POZNIAK)
)
)
)
)
)

KAREN A. YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 10/21/2016 01:38 PM PG: 1 OF 4

No. 16 CR 637
Magistrate Judge Young B. Kim

FORFEITURE AGREEMENT

Pursuant to the Order Setting Conditions of Release entered in the above-named case on October 20, 2016 for and in consideration of bond being set by the Court for defendant BARTOSZ POZNIAK, ("defendant") in the amount of \$50,000 being partially secured by real property, **MARIUSZ MICHALSKI (GRANTOR)** hereby understands, warrants and agrees:

1. MARIUSZ MICHALSKI warrants that he is the record owner and titleholder of the real property located at 814 North River Road, Unit 3A, Mount Prospect, Illinois, and described legally as follows:

UNIT 814-3A AS DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND A PART OF A DECLARATION OF CONDOMINIUM REGISTERED ON THE 10TH OF MARCH, 1981, AS DOCUMENT 3206215, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNITS AS SET FORTH IN DECLARATION, IN AND TO THE FOLLOWING DESCRIBED LAND: LOT 1 IN KENSINGTON CREEK, A RESUBDIVISION OF PART OF LOT 4 IN THE OWNERS SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID

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KENSINGTON CREEK SUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON NOVEMBER 22, 1978, AS DOCUMENT LR3061235, IN COOK COUNTY, ILLINOIS

Permanent Index Number: 03-25-400-020-1081
(the "subject property")

2. MARIUSZ MICHALSKI warrants that there are no outstanding mortgages against the subject property and that his equitable interest in the real property equals \$50,000.

3. MARIUSZ MICHALSKI has received a copy of the Court's Order Setting Conditions of Release and understands its terms and conditions.

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

6. MARIUSZ MICHALSKI 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.

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7. MARIUSZ MICHALSKI agrees 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. MARIUSZ MICHALSKI 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. MARIUSZ MICHALSKI 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. MARIUSZ MICHALSKI 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, MARIUSZ MICHALSKI will be liable to pay the difference between the bond amount of \$50,000 and his equitable interest in the subject property, and MARIUSZ MICHALSKI hereby agrees to the entry of a default judgment against him for the amount of any such difference.

11. MARIUSZ MICHALSKI 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 his interest therein, including any effort to sell or otherwise convey the property without leave of Court.

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12. MARIUSZ MICHALSKI 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. MARIUSZ MICHALSKI 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. MARIUSZ MICHALSKI 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.

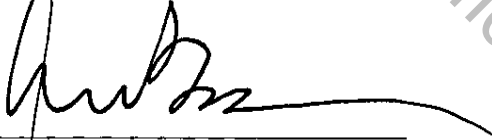
15. MARIUSZ MICHALSKI understands and agrees that failure to comply with any term or condition of this Forfeiture Agreement will constitute grounds for the United States of America to request that the bond posted for the release of the defendant be revoked.

Date: 10/20/2016



 MARIUSZ MICHALSKI
 Surety/Grantor

Date: 10/20/16



 WITNESS

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