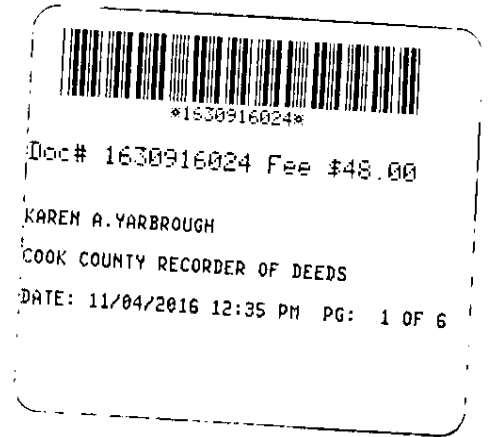


# UNOFFICIAL COPY

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION



UNITED STATES OF AMERICA, )  
)  
)  
v. )  
)  
EMMANUEL AGNO and )  
CARMENCITA AGNO )  
)  
)  
)  
)  
)  
)

No. 15 CR 689-2 & 3  
Judge Sharon Johnson Coleman  
Magistrate Judge Michael T. Mason

### FORFEITURE AGREEMENT

Pursuant to the Pretrial Release Order entered in the above-named case on June 21, 2016, and for and in consideration of bond being set by the Court for defendant EMMANUEL AGNO AND CARMENCITA AGNO in the amount of \$100,000 each for a combined bond amount of \$200,000, being fully secured by real property, **EMMANUEL AGNO AND CARMENCITA AGNO (husband and wife) and GRANTOR(S)** hereby warrant and agree:

1. EMMANUEL AGNO AND CARMENCITA AGNO warrant that they are the sole record owners and titleholders of the real property located at 2 West Delaware Place, Unit 2208/GU-101/S-136, Chicago, Illinois, and described legally as follows:

**SEE ATTACHED LEGAL DESCRIPTION.**

Permanent Identification Numbers: 17-04-435-034-1140  
(the "subject property")

CCRD REVIEW 

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2. EMMANUEL AGNO AND CARMENCITA AGNO warrant that there are no outstanding mortgages against the subject property and that their equitable interest in the real properties equals at least \$200,000.

3. EMMANUEL AGNO AND CARMENCITA AGNO have received a copy of the Court's Order Setting Conditions of Release for each of them and understand its terms and conditions.

4. EMMANUEL AGNO AND CARMENCITA AGNO understand and agree that they will be subject to the terms and conditions of the Order Setting Conditions of Release until any of the following events: (a) Defendants surrender to serve his/her sentence; (b) defendants are taken into custody by order of the court in the above-captioned matter; (c) the above-captioned matter is dismissed against defendants in its entirety; or (d) judgment is entered in defendant's favor.

5. EMMANUEL AGNO AND CARMENCITA AGNO 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. EMMANUEL AGNO AND CARMENCITA AGNO 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, EMMANUEL AGNO AND CARMENCITA AGNO waive any right to receive notice of judicial proceedings from the United States or the Court.

6. EMMANUEL AGNO AND CARMENCITA AGNO 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.

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7. EMMANUEL AGNO AND CARMENCITA AGNO agree that their equitable interest in the above-described real property up to the amount of the bond shall be forfeited to the United States of America should either 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. EMMANUEL AGNO AND CARMENCITA AGNO 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. EMMANUEL AGNO AND CARMENCITA AGNO 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 either defendant fail to appear as required by the Court or otherwise violates any condition of the Court=s Order Setting Conditions of Release, during the pendency of the order.

10. EMMANUEL AGNO AND CARMENCITA AGNO understand and agree that, should the defendants fail to appear as required by the Court or otherwise violates any condition of the Court=s Order Setting Conditions of Release, EMMANUEL AGNO AND CARMENCITA AGNO will be liable to pay the difference between the bond amount of \$100,000 per defendant and their equitable interest in the subject property, and EMMANUEL AGNO AND CARMENCITA AGNO hereby agree to the entry of a default judgment against them for the amount of any such difference.

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11. EMMANUEL AGNO AND CARMENCITA AGNO 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.

12. EMMANUEL AGNO AND CARMENCITA AGNO 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 either defendant, they are subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury.


13. EMMANUEL AGNO AND CARMENCITA AGNO 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 combined amount of the bond.

14. EMMANUEL AGNO AND CARMENCITA AGNO 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.


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15. EMMANUEL AGNO AND CARMENCITA AGNO 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 either defendant be revoked.

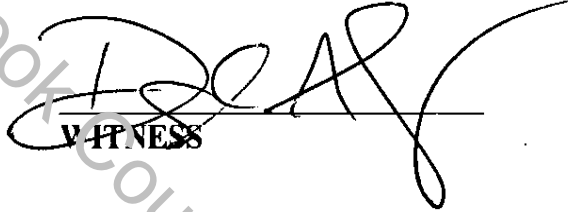
Date: 9/22/16

  
EMMANUEL AGNO  
Defendant/Grantor

Date: 9/22/16

  
CARMENCITA AGNO  
Defendant/Grantor

Date: 9/22/16

  
WITNESS

**Prepared By and Return To:**  
Bissell, United States Attorney=s Office  
219 S. Dearborn Street, 5th Floor  
Chicago, Illinois 60604

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**LEGAL DESCRIPTION****PARCEL 1:**

UNIT 2208 and GU-101 IN THE WALTON ON THE PARK SOUTH CONDOMINIUM, AS DELINEATED ON A SURVEY OF THAT PORTION OF LOT 5 IN WALTON ON THE PARK SUBDIVISION RECORDED SEPTEMBER 10, 2008 AS DOCUMENT 0825418053 IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4 AND IN THE SOUTH FRACTIONAL HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED UPON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 1014716029 AS AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. [THE DESCRIBED PARCEL 1 IS ALSO KNOWN AS LOT 1 IN THE WALTON ON THE PARK SOUTH SUBDIVISION.]

**PARCEL 2:**

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE S-136, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID, RECORDED AS DOCUMENT NUMBER 1014716029.

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, ALL RIGHTS AND EASEMENTS AS SET FORTH IN THE DECLARATION OF CONDOMINIUM RECORDED MAY 27, 2010, AS DOCUMENT NUMBER 1014716029 FOR THE BENEFIT IF SAID LAND, AND GRANTOR HEREBY RESERVES TO ITSELF, ITS SUCCESSORS, HEIRS OR ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING LAND SET FORTH THEREIN.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

COMMONLY KNOWN AS: 2 West Delaware Place, Unit 2208/GU-101/S-136, Chicago, Illinois 60610 .

PIN: 17-04-435-003-0000; 17-04-435-004-0000; 17-04-435-022-0000; 17-04-435-023-0000; 17-04-435-024-0000; 17-04-435-025-0000 (affects underlying land and other property)