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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION



Doc# 1709022052 Fee \$44.00

UNITED STATES OF AMERICA,)

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/31/2017 01:25 PM PG: 1 OF 4

v.)

FERNANDO RANGEL)

No. 17 CR 136

Magistrate Judge M. David Weisman

FORFEITURE AGREEMENT

Pursuant to the Order Setting Conditions of Release entered in the above-named case on March 24, 2017 for and in consideration of bond being set by the Court for defendant FERNANDO RANGEL, ("defendant") in the amount of \$200,000 being partially secured by real property, **MARCO FERNANDEZ (GRANTOR)** hereby understands, warrants and agrees:

1. MARCO FERNANDEZ warrants that he is the record owner and titleholder of the real property located at 2233 South Kildare Avenue, Chicago, Illinois, and described legally as follows:

LOT 15 AND THE WEST 1/2 OF THE VACATED ALLEY EAST AND ADJOINING LOT 15 AND LOT 22 AND THE EAST 1/2 OF THE VACATED ALLEY WEST AND ADJOINING LOT 22 IN DANIEL E.C. MOLE'S SUBDIVISION OF THE WEST 1/2 OF THE NORTH 5 ACRES OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel Number(s): 16-27-203-017-0000
(the "subject property")

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2. MARCO FERNANDEZ warrants that there are no outstanding mortgages against the subject property and that his equitable interest in the real property equals \$200,000.
3. MARCO FERNANDEZ has received a copy of the Court's Order Setting Conditions of Release and understands its terms and conditions.
4. MARCO FERNANDEZ 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. MARCO FERNANDEZ 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. MARCO FERNANDEZ 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, MARCO FERNANDEZ waives any right to receive notice of judicial proceedings from the United States or the Court.
6. MARCO FERNANDEZ 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. MARCO FERNANDEZ 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.

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8. MARCO FERNANDEZ 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. MARCO FERNANDEZ 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. MARCO FERNANDEZ 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, MARCO FERNANDEZ will be liable to pay the difference between the bond amount of \$200,000 and his equitable interest in the subject property, and MARCO FERNANDEZ hereby agrees to the entry of a default judgment against him for the amount of any such difference.

11. MARCO FERNANDEZ 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.

12. MARCO FERNANDEZ 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

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

13. MARCO FERNANDEZ 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. MARCO FERNANDEZ 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.

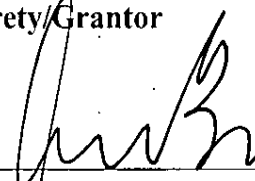
15. MARCO FERNANDEZ understands and agrees that failure to comply with any term or condition of this Forfeiture Agreement will constitute grounds for the United States of America to request that the bond posted for the release of the defendant be revoked.

Date: 03-23-17



MARCO FERNANDEZ
Surety/Grantor

Date: 3/23/2017



WITNESS

Prepared by and Return to:
Bissell, US Attorney's Office
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Chicago, Illinois 60604