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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION



1730022033

UNITED STATES OF AMERICA,)
)
)
v.)
)
DAVID DIAZ-MARTINEZ)

Doc# 1730022033 Fee \$44.00
KAREN A. YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 10/27/2017 01:26 PM PG: 1 OF 4

No. 17 CR 665-1
Magistrate Judge Mary M. Rowland

FORFEITURE AGREEMENT

Pursuant to the Order Setting Conditions of Release entered in the above-named case on October 19, 2017, for and in consideration of bond being set by the Court for defendant DAVID DIAZ-MARTINEZ (the "defendant") in the amount of \$ 250,000 SD being fully secured by real property, SANDRA DIAZ-TORRES, (GRANTOR) hereby understands, warrants and agrees:

1. SANDRA DIAZ-TORRES warrants that she is the sole record owner and titleholder of the real property located at 2711 South Homan Avenue, Chicago, Illinois and described legally as follows:

LOT 5 IN BLOCK 11 IN STEELE AND OTHERS SUBDIVISION OF THE SOUTHEAST 1/4 OF THE EAST 1/2 AND THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number(s): 16-26-412-005-0000
(the "subject property")

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2. SANDRA DIAZ-TORRES warrants that there are no outstanding mortgages against the subject property and that her equitable interest in the property is at least \$140,000.

3. SANDRA DIAZ-TORRES has received a copy of the Court's Order Setting Conditions of Release and understands its terms and conditions.

4. SANDRA DIAZ-TORRES 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. SANDRA DIAZ-TORRES 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. SANDRA DIAZ-TORRES 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, SANDRA DIAZ-TORRES waives any right to receive notice of judicial proceedings from the United States or the Court.

6. SANDRA DIAZ-TORRES 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. SANDRA DIAZ-TORRES 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. SANDRA DIAZ-TORRES 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. SANDRA DIAZ-TORRES 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. SANDRA DIAZ-TORRES 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, SANDRA DIAZ-TORRES will be liable to pay the difference between the bond amount of \$ 250,000.00 and her equitable interest in the subject property, and SANDRA DIAZ-TORRES hereby agrees to the entry of a default judgment against her for the amount of any such difference.

11. SANDRA DIAZ-TORRES agrees that she 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. SANDRA DIAZ-TORRES 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

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

13. SANDRA DIAZ-TORRES agrees that the United States shall file and record a copy of this Forfeiture Agreement with the Cook County Recorder of Deeds as notice of encumbrance in the amount of the bond.

14. SANDRA DIAZ-TORRES 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. SANDRA DIAZ-TORRES 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: 10/19/17

Sandra Diaz
SANDRA DIAZ-TORRES
Surety/Grantor

Date: 10/19/17

[Signature]
WITNESS

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