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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION



Doc# 1834144053 Fee \$44.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/07/2018 01:13 PM PG: 1 OF 4

UNITED STATES OF AMERICA,)

)

)

v.)

)

BRIAN STAFFORD)

)

)

No. 16 CR 727

)

Judge Robert W. Gettleman

FORFEITURE AGREEMENT

Pursuant to the Order Setting Conditions of Release entered in the above-named case on November 15, 2018 for and in consideration of bond being set by the Court for defendant BRIAN STAFFORD (the "defendant") in the amount of \$ 300,000 T.S being partially secured by real property, TIFFANY SIMS (GRANTOR) hereby understands, warrants and agrees:

1. TIFFANY SIMS warrants that she is the sole record owner and titleholder of the real property located at 5941 South Princeton Avenue, Chicago, Illinois, and described legally as follows:

LOT 3 IN KISLER BROTHERS SUBDIVISION OF LOT 10 IN THE COUNTY CLERK'S DIVISION OF THAT PART OF BLOCK 5 IN THE ASSESSOR'S DIVISION OF LOTS 17 TO 21 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH OF 60TH STREET, IN COOK COUNTY, ILLINOIS.

Parcel Number(s): 20-16-403-003-0000
(the "subject property")

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2. TIFFANY SIMS warrants that there are no outstanding mortgages against the subject property and that her equitable interest in the property is at least \$80,000.

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

4. TIFFANY SIMS 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. TIFFANY SIMS 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. TIFFANY SIMS 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, TIFFANY SIMS waives any right to receive notice of judicial proceedings from the United States or the Court.

6. TIFFANY SIMS 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. TIFFANY SIMS agrees that her 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 the 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.

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8. TIFFANY SIMS 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. TIFFANY SIMS 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. TIFFANY SIMS 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, TIFFANY SIMS will be liable to pay the difference between the bond amount of \$ 300,000 T.S and her equitable interest in the subject property, and TIFFANY SIMS hereby agrees to the entry of a default judgment against her for the amount of any such difference.

11. TIFFANY SIMS 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. TIFFANY SIMS 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. TIFFANY SIMS 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. TIFFANY SIMS 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. TIFFANY SIMS 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: 11-15-18



TIFFANY SIMS
Surety/Grantor

Date: 11-15-18



WITNESS

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