

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION



UNITED STATES OF AMERICA)	
)	
v.)	No. 99 CR 446
)	Judge Gettleman
)	Magistrate Judge Nolan
CARLO IVAN MONTOYA)	

FORFEITURE AGREEMENT

Pursuant to the Pretrial Release Order entered in the above-named case on or about June 29, 1999, and for and in consideration of bond being set by the Court for defendant CARLO IVAN MONTOYA in the amount \$30,000, Marcelo Montoya and Juan G. Montoya hereby warrant and agree:

1. Marcelo Montoya and Juan G. Montoya are the record owners and titleholders to certain real property located at 2316 South Millard, Chicago, Illinois, legally described as:

LOTS 30, 31, 32 AND 33 IN BLOCK 6 IN MILLARD AND DECKERS SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 16-26-108-021, 16-26-108-022 and 16-26-108-023.

Marcelo Montoya and Juan G. Montoya warrant that there is only one outstanding mortgage against the subject property with a balance of approximately \$85,500.00 and that their equitable interest in the property equals approximately \$74,500.00.

UNOFFICIAL COPY

2. Marcelo Montoya and Juan G. Montoya further agree that their equitable interest in the subject property, not to exceed \$30,000.00, shall be forfeited to the United States of America, should the defendant CARLO IVAN MONTOYA fail to appear as required by the Court or otherwise violate any condition of the Court's order of release.

3. Marcelo Montoya and Juan G. Montoya further agree to execute a quit claim deed in favor of the United States of America, which deed will be held in the custody of the Clerk of the United States District Court, Northern District of Illinois, for safekeeping until further order of the Court. Marcelo Montoya and Juan G. Montoya understand that should defendant Carlo Ivan Montoya fail to appear or otherwise violate any condition of the Court's order of release, the United States may obtain an order from the Court authorizing the United States to file and record the above-described quit claim deed, and to take whatever other action may be necessary to perfect its \$30,000.00 interest in the above-described real property.

4. Marcelo Montoya and Juan G. Montoya further 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 property or diminish their interest therein, including any effort to sell or otherwise convey the

property without leave of Court.

5. Marcelo Montoya and Juan G. Montoya further understand that if he and/or she 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 bond being set for defendant Carlo Ivan Montoya, he and/or she is subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. Marcelo Montoya and Juan G. Montoya agree that the United States shall file and record a copy of this Forfeiture Agreement with the Recorder of Deeds in Cook County, Illinois.

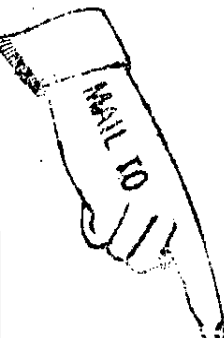
6. Marcelo Montoya and Juan G. Montoya hereby declare under penalty of perjury that they have read the foregoing Forfeiture Agreement in its entirety, and the information contained herein is true and correct.

Date: 6-29-99

Marcelo Montoya
MARCELO MONTOYA

Date: 6-29-99

Juan G. Montoya
JUAN G. MONTOYA



RETURN TO:
UNITED STATES ATTORNEYS OFFICE
219 SOUTH DEARBORN STREET
ROOM 500
CHICAGO, ILLINOIS 60604
ATTN: CATHERINE MANAHAN