

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 006221

2005 JAN 27 AM 9:25

UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

MARIA MAGANA,)

Defendant.) No.: 04 CR 1029
) Magistrate Judge Ian H. Levin

MICHAEL A. BROWN
RECORDER

FORFEITURE AGREEMENT

Pursuant to the order entered by Magistrate Judge Ian H. Levin in Case No. 04 CR 1029, on December 9, 2004, for and in consideration of bail being set for the defendant, **MARIA MAGANA** in the above captioned case, **JAVIER MAGANA**, hereby warrants and agrees that:

1. That **JAVIER MAGANA** holds legal fee simple title to certain real property commonly known as 4929 Indianapolis Boulevard, East Chicago, Indiana, legally described as follows:

LOT 34 AND THE NORTH HALF OF LOT 33 IN BLOCK 3, IN THE SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF EAST CHICAGO, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 11, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Parcel number: 24-30-0150-0033

2. That he had evidenced his interest in said property by presenting the following: Warranty Deed.

3. **JAVIER MAGANA** warrants that he purchased 4929 Indianapolis Boulevard, East Chicago, Indiana, in 2004 for \$22,000.00; that the fair market value of the property is now \$30,000.00; that his equity in the property is approximately \$30,000.00.

SERPICO, NOVELLE,
PETROSINO & RASCIA, LTD.

ATTORNEYS AT LAW
61 W. SUPERIOR STREET
CHICAGO, IL 60610
(312) 787-1600

CK # 22456245
16.00
RH

4. **JAVIER MAGANA**, further warrants that he is the sole owner and title holder of the property commonly known as 4929 Indianapolis Boulevard, East Chicago, Indiana. He warrants that there is no outstanding mortgage and/or lien against the subject real property.

5. That the bail secured by the subject real property for the defendant **MARIA MAGANA** has been set at \$ ^{J. M} 100,000.00. **JAVIER MAGANA**, agrees that up to \$ ^{J. M} 100,000.00 of his equitable interest in the subject property shall be forfeited to the United States of America, should **MARIA MAGANA** fail to appear in court as required or otherwise violate any condition of the court's release order.

6. **JAVIER MAGANA** agrees to execute a Quit Claim Deed in favor of the United States of America, and said instrument shall be held by the Clerk of the United States District Court, Northern District of Illinois, Eastern Division, for safekeeping until further order of the Court. **JAVIER MAGANA** understands that should the defendant, **MARIA MAGANA**, fail to appear for Court, or otherwise violate any conditions of her release order, 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 Quit Claim Deed and to take whatever further steps may be necessary to perfect his interest in the above described property and satisfy the obligation arising from a forfeiture of the bond.

7. **JAVIER MAGANA** agree that he will maintain the property in good repair, pay all taxes and obligations thereon when due, and will take no action which will encumber the property or diminish his interest therein, including any effort to sell or otherwise convey the property, without leave of this Court. Further, **JAVIER MAGANA** will execute a release in favor of the United States so it can be verified that all obligations relating to the property are paid currently.

SERPICO, NOVELLE,
PETROSINO & RASCIA, LTD.

ATTORNEYS AT LAW
61 W. SUPERIOR STREET
CHICAGO, IL 60610
(312) 787-1600

8. **JAVIER MAGANA** further understand that if he has knowingly made or submitted or caused to be made or submitted any false, fraudulent or misleading statements or documents in connection with this agreement or in connection with bail being set for the defendant, **MARIA MAGANA**, then he is subject to felony prosecution which could result in the imposition of severe penalties, including a period of incarceration.

9. **JAVIER MAGANA** further agrees that the United States shall file and record a copy of this Forfeiture Agreement with the County Recorder of Cook County, Illinois, as notice of encumbrance in the amount of the bond.

10. **JAVIER MAGANA** hereby declare under penalty of perjury that he has read this Forfeiture Agreement in its entirety, and the information contained herein is true and correct. He further agrees that his failure to comply with any term or condition of this agreement will be considered a violation of the release order authorizing the United States to request that the bond posted for the release of the defendant be revoked.


JAVIER MAGANA

12-09-04
DATE

SUBSCRIBED and SWORN to
me this 9th day of
December, 2004.


NOTARY PUBLIC

"OFFICIAL SEAL"

YANIRA SIERRA

Notary Public, State of Illinois
My Commission Expires May 20, 2008

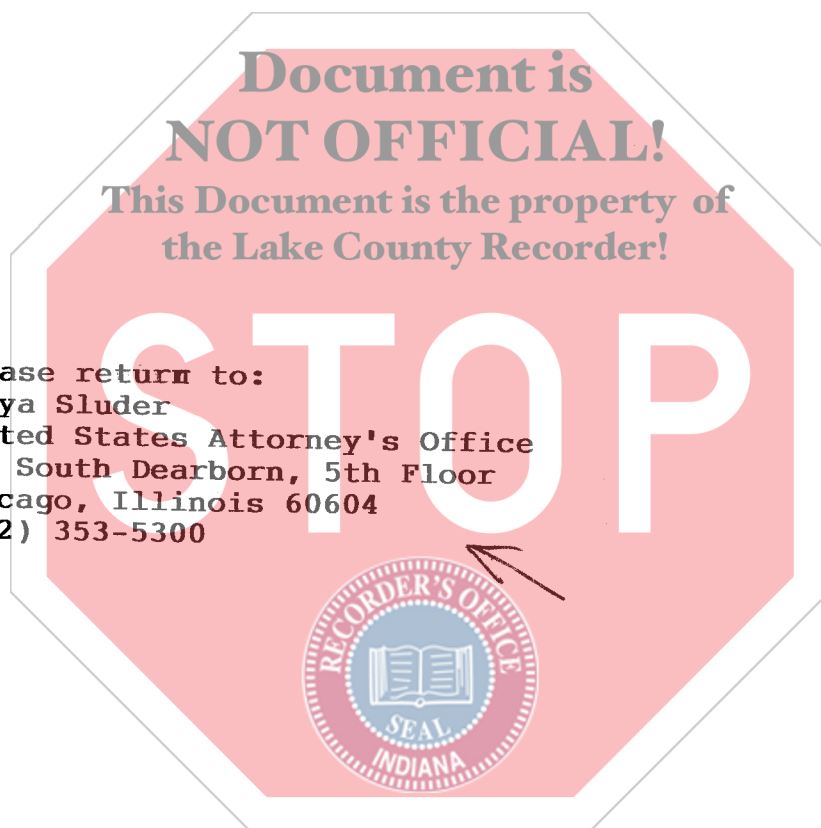
SERPICO, NOVELLE,
PETROSINO & RASCIA, LTD.

ATTORNEYS AT LAW
61 W. SUPERIOR STREET
CHICAGO, IL 60610
(312) 787-1600

I, **YANIRA SIERRA** did translate this three-page Forfeiture Agreement into Spanish for **JAVIER MAGANA** before he signed his name hereto.

Yanira Sierra
NAME OF INTERPRETER

12/9/04
DATE



Please return to:
Tanya Sluder
United States Attorney's Office
219 South Dearborn, 5th Floor
Chicago, Illinois 60604
(312) 353-5300

SERPICO, NOVELLE,
PETROSINO & RASCIA, LTD.

ATTORNEYS AT LAW
61 W. SUPERIOR STREET
CHICAGO, IL 60610
(312) 787-1600