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2007 032500

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
	)	
v.	)	
	)	No. 07 CR 45
ADAN CANO	)	Magistrate Morton Denlow
	)	
	)	

**FORFEITURE AGREEMENT**

Pursuant to the Pretrial Release Order entered in the above-named case on February 2, 2007, and for and in consideration of bond being set by the Court for defendant Adan Cano in the above-captioned case, the below-signed hereby warrants and agrees as follows:

1. That Adan Cano, Jr., Socorro Cano and Edgar Cano, hold fee simple title in joint tenancy to certain real property commonly known as 2306 Martha, Unit 302, Highland, Indiana, 46322, and described legally as follows:

APARTMENT UNIT 302, IN OAK MEADOWS HORIZONTAL PROPERTY REGIME, AS PER DECLARATION RECORDED AUGUST 28, 1984, AS DOCUMENT NO. 770425, AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED OCTOBER 2, 1984 AS DOCUMENT NO. 774524 AND ALL SUBSEQUENT AMENDMENTS THERETO INCLUDING, BUT NOT LIMITED TO, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Permanent Real Estate Index Number: 16-27-0516-0010

2. The property is worth over \$87,000. The subject property is owned free and clear of any mortgage or other encumbrance.

3. All parties agree that, in the event defendant Adan Cano is found to have willfully

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IGGY HOLINGA KATON  
LAKE COUNTY AUDITOR

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failed to appear for Court or for service of any sentence imposed in this case, Adan Cano, Jr., Socorro Cano and Edgar Cano's equitable interest in the above-described real property, shall be forfeited to the United States of America as needed in order to satisfy the bond in this case. Adan Cano, Jr., Socorro Cano and Edgar Cano will receive a copy of the Court's release order and understand its terms and conditions. Further, the sureties understand that the only notice they will receive is notice of court proceedings.

4. The Parties further agree that the United States shall file and record a copy of this Forfeiture Agreement with the Lake County Recorder of Deeds as notice of encumbrance in the amount of the bond.

5. Adan Cano, Jr., Socorro Cano and Edgar Cano have executed a quitclaim deed in favor of the United States of America, waiving any homestead exemption, and this deed 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. All parties understand that if defendant Cano fails to appear for Court or service of sentence as directed, the United States will obtain an order from the Court authorizing the United States to file and record the above-described deed, and to take whatever other action that may be necessary to perfect its interest in the above-described real property and satisfy the obligation arising from a breach of the bond.

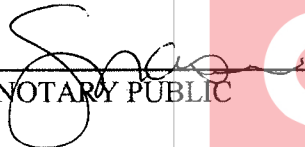
6. Adan Cano, Jr., Socorro Cano and Edgar Cano further agree that they will maintain the subject property in good repair, pay all taxes, continue to pay any pre-existing mortgages, and obligations thereon when due, and will take no action which could encumber the real property or diminish their interest therein, including any effort to sell or otherwise convey the property without leave of Court.

7. Adan Cano, Jr., Socorro Cano and Edgar Cano further understand that if they 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 the bond set for defendant Adan Cano, they are subject to felony prosecution for making false statements and making a false declaration under penalty of perjury.

8. Adan Cano, Jr., Socorro Cano and Edgar Cano hereby declare under penalty of perjury that they have has read the foregoing Forfeiture Agreement in its entirety, and the information contained herein is true and correct. 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 defendants be revoked.

Date: 2/2/07

Sworn to and subscribed before me this 2<sup>nd</sup> day of February, 2007.

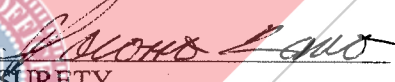
  
NOTARY PUBLIC

**"OFFICIAL SEAL"**  
SANDRA RASILLO  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 02-04-08

Date: 2/2/07

  
SURETY

Date: 2/2/07

  
SURETY

Sworn to and subscribed before me this 2 day of February, 2007.

  
NOTARY PUBLIC

**"OFFICIAL SEAL"**  
SANDRA RASILLO  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 02-04-08