

Pl

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

FILED

APR 25 2025

UNITED STATES OF AMERICA,)

)

v.)

)

FRANCESCO DISTEFANO)

)

)

No. 24 CR 424

)

Judge Jeremy C. Daniel

THOMAS G. BRUTON
CLERK, U.S. DISTRICT COURT

MN

FORFEITURE AGREEMENT

Pursuant to the Order Setting Conditions of Release entered in the above-named case on April 24, 2025 for and in consideration of bond being set by the Court for defendant FRANCESCO DISTEFANO, ("defendant") in the amount of \$1,000,000 being partially secured by real property, **SAM DISTEFANO AND CONNIE DISTEFANO, AS TRUSTEES OF THE DISTEFANO FAMILY LIVING TRUST DATED THE 5TH DAY OF DECEMBER, 2016 (GRANTOR)** hereby understands, warrants and agrees:

1. SAM DISTEFANO AND CONNIE DISTEFANO, AS TRUSTEES OF THE DISTEFANO FAMILY LIVING TRUST DATED THE 5TH DAY OF DECEMBER, 2016 warrant that they are authorized to act on behalf of The DiStefano Family Living Trust dated the 5th day of December, 2016 and warrant that the real property located at 157 North Oak Mill Street, Addison, Illinois 60101, and described legally as follows:

LOT 39 IN OAK MILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 1, 1989 AS DOCUMENT NO. R89-108405 AND CERTIFICATE OF CORRECTION RECORDED MAY 11, 1990 AS DOCUMENT R90-057216 AND RECORDED FEBRUARY 7, 1991 AS DOCUMENT R91-13657, IN DUPAGE COUNTY, ILLINOIS.

Permanent Index Number: 03-27-121-015
(the "subject property")

is held in trust, namely, The DiStefano Family Living Trust dated the 5th day of December, 2016.

2. SAM DISTEFANO AND CONNIE DISTEFANO warrant that there is one outstanding mortgage against the subject property and that their equitable interest in the real property equals at least \$227,000.

3. SAM DISTEFANO AND CONNIE DISTEFANO, AS TRUSTEES OF THE DISTEFANO FAMILY LIVING TRUST DATED THE 5TH DAY OF DECEMBER, 2016 warrant that they are authorized to act on behalf of The DiStefano Family Living Trust dated the 5th day of December, 2016 and warrant that the real property located at 4N383 8th Avenue (aka 733 North 8th Avenue, Addison, Illinois 60101, and described legally as follows:

LOTS 25 AND 26 IN BLOCK 4 IN GRAUE'S LAKE TERRACE, BEING A SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 8, 1925 AS DOCUMENT NUMBER 192604, IN DUPAGE COUNTY, ILLINOIS.

Permanent Index Number: 03-20-303-028
(the "subject property")

is held in trust, namely, The DiStefano Family Living Trust dated the 5th day of December, 2016.

2. SAM DISTEFANO AND CONNIE DISTEFANO warrant that there is one outstanding mortgage against the subject property and that their equitable interest in the real property equals at least \$269,000.

3. SAM DISTEFANO AND CONNIE DISTEFANO have received a copy of the Court's Order Setting Conditions of Release and understand its terms and conditions.

4. SAM DISTEFANO AND CONNIE DISTEFANO understand and agree that they 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. SAM DISTEFANO AND CONNIE DISTEFANO agree that public docket entries and filings in the above-captioned matter constitute adequate notice to the surety of all judicial proceedings in the case. SAM DISTEFANO AND CONNIE DISTEFANO understand 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, SAM DISTEFANO AND CONNIE DISTEFANO waive any right to receive notice of judicial proceedings from the United States or the Court.

6. SAM DISTEFANO AND CONNIE DISTEFANO 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. SAM DISTEFANO AND CONNIE DISTEFANO agree that their equitable interest in the above-described real property up to the amount of \$1,000,000 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.

8. SAM DISTEFANO AND CONNIE DISTEFANO agree 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. SAM DISTEFANO AND CONNIE DISTEFANO understand 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 violates any condition of the Court's Order Setting Conditions of Release, during the pendency of the order.

10. SAM DISTEFANO AND CONNIE DISTEFANO understand and agree 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, they will be liable to pay the difference between the bond amount of \$1,000,000 and their equitable interest in the subject property, only up to the amount of the bond and SAM DISTEFANO AND CONNIE DISTEFANO hereby agree to the entry of a default judgment against them for the amount of any such difference.

11. SAM DISTEFANO AND CONNIE DISTEFANO 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 real property or diminish the \$496,000 combined equity which is securing this bond, including any effort to sell or otherwise convey the property without leave of Court.

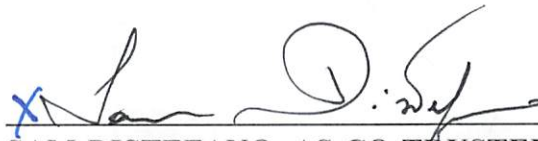
12. SAM DISTEFANO AND CONNIE DISTEFANO understand that if they have knowingly made or submitted or caused to be made or submitted any false, fraudulent or misleading statements or documents in connection with this Forfeiture Agreement, or in connection with the bond set, they are subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury.

13. SAM DISTEFANO AND CONNIE DISTEFANO agree that the United States shall file and record a copy of this Forfeiture Agreement for each property with the DuPage County Recorder's Office as notice of encumbrance in the amount of the bond.

14. SAM DISTEFANO AND CONNIE DISTEFANO 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.

15. SAM DISTEFANO AND CONNIE DISTEFANO understand and agree 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.

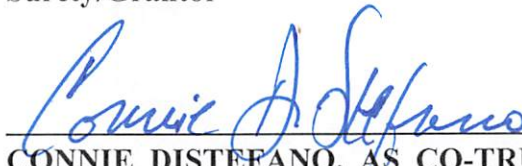
Date: April 24, 2025



SAM DISTEFANO, AS CO-TRUSTEE, OF THE SAM DISTEFANO AND CONNIE DISTEFANO LIVING TRUST DATED DECEMBER 1, 2016

Surety/Grantor

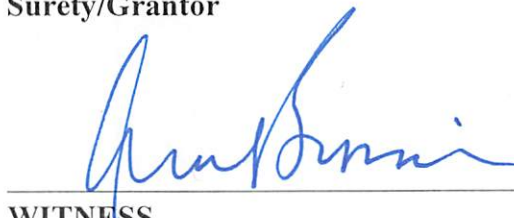
Date: April 24, 2025



CONNIE DISTEFANO, AS CO-TRUSTEE, OF THE SAM DISTEFANO AND CONNIE DISTEFANO LIVING TRUST DATED DECEMBER 1, 2016

Surety/Grantor

Date: April 24, 2025



WITNESS

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