

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
-vs-)	No. CR-06-115-R
)	
JESUS ADOLFO)	
TINAJERO-PORRAS, a/k/a,)	
Adolfo Tinajero,)	
)	
Defendant.)	

**UNITED STATES AND CLAIMANTS'
STIPULATED SETTLEMENT REGARDING FINAL ORDER OF FORFEITURE**

The United States, by and through Debra Paull, Assistant United States Attorney, and Claimants/Mortgagees, Karen Jo Adams and Kenneth Dale Adams, also known as Kenneth D. Adams, husband and wife, and Karen Jo Adams and Kenneth D. Adams, Trustees under the Karen Jo Adams Living Trust, dated June 24, 1998, enter into this stipulation as evidenced by their signatures below, under the terms and conditions hereinafter set forth:

1. Claimants, Karen Jo Adams and Kenneth Dale Adams, also known as Kenneth D. Adams, husband and wife, and Karen Jo Adams and Kenneth D. Adams, Trustees under the Karen Jo Adams Living Trust, dated June 24, 1998, hereafter referred to as mortgagees, agree to waive any interest in the 2517 Texoma Drive property, pursuant to the terms set forth herein.

2. Mortgagees and Plaintiff agree that upon sale of the defendant property pursuant to entry by the Court of a final order of forfeiture, Plaintiff will not contest payment to the mortgagees from the proceeds of sale, to the extent that funds are available after payment of outstanding taxes, other interests and expenses of custody and sale incurred by the United States Marshals Service, the following:

- a. All unpaid principal due to mortgagees, in the amount of _____ as of September 1, 2006, pursuant to the mortgage dated August 15, 1997, which was recorded in the Office of the County Clerk of Oklahoma County in Book 7134, Page 42; and
- b. All unpaid interest and penalty at the contractual rate under said mortgage assessed at the rate of _____ per diem from and after September 1, 2006, until the date of payment.
- c. Payment to mortgagees shall be payable to Karen Jo Adams and Kenneth Dale Adams and mailed to them at _____

. Mortgagees represent and warrant that they are the sole parties entitled to payment under this mortgage, and agree to indemnify and hold harmless the United States should any claim under the mortgage be made by any other party.

3. Upon the entry of the Final Order of Forfeiture by the Court, the parties agree that the United States Marshals Service will market and sell the defendant real property and that the defendant real property will be sold in the manner selected by the United States Marshals Service.

4. The parties agree that the United States Marshals Service may, in its sole

discretion, reject any offer to purchase the defendant real property where it determines that the offer is being made by, or on behalf of, a person involved in the criminal activity alleged as the basis for forfeiture.

5. Payment to the mortgagees shall be in full settlement and satisfaction of any and all claims under the above-described mortgage and all claims resulting from the incidents or circumstances giving rise to this forfeiture action. Upon payment, mortgagees agree to assign and convey their security interest to the United States and/or release the mortgage by recordable instrument and further agree to release and hold harmless the United States, and any agents, servants and employees of the United States or any involved local law enforcement agencies, and their agents, servants or employees, in their individual or official capacities, from any and all claims by mortgagees and mortgagees' agents, heirs, devisees or assigns, or any party claiming any interest through the above-described mortgage, that currently exist or that may arise as a result of the Plaintiff's actions against and relating to the defendant property.

6. As part of this settlement, mortgagees agree not to pursue any other rights mortgagees may have under the mortgage, including but not limited to any right to foreclose and sell the property and any right to assess additional interest or penalties.

7. The parties agree to waive all attorneys fees under 28 U.S.C. § 2465.

8. Mortgagees understand and agree that by entering into this settlement of mortgagees' interest in the defendant property, mortgagees waive any rights to litigate further against the United States any interest in the defendant property and to petition for remission or mitigation of forfeiture.

9. Mortgagees understand and agree that the United States reserves the right

to void this agreement if, before payment of the mortgage, the United States obtains information indicating that the mortgagee is not an innocent owner pursuant to the applicable forfeiture statutes. The United States also reserves the right, in its discretion, to terminate the forfeiture at any time and release the subject property. In either event, the Government shall promptly notify the mortgagees of such action. A discretionary termination of forfeiture shall not be a basis for any award of attorneys fees under 28 U.S.C. § 2465 or other damages.

10. Mortgagees agree to execute further documents, as requested, to convey clear title to the property to the United States and to implement further the terms of this agreement. Payment to the mortgagees pursuant to this agreement is contingent upon forfeiture of the defendant property to the United States, the United States prevailing over any third party claims, the entry of a final judgment of forfeiture and sale of the defendant property pursuant to the final order.

11. The Government agrees to offer the defendant property for sale to the mortgagees for the amount due mortgagees herein, in the event that the Government is unable to obtain a sufficient sales price on said real property to fully pay mortgagees the amounts agreed to herein.

12. The parties hereto agree to bear their own costs and attorneys fees.

Dated this 26th day of July, 2007.

RESPECTFULLY SUBMITTED,

JOHN C. RICHTER
UNITED STATES ATTORNEY



DEBRA PAULL, OBA NO. 6934
ASSISTANT U.S. ATTORNEY

KAREN JO ADAMS

— KENNETH DALE ADAMS, AKA KENNETH D. ADAMS

INDIVIDUALLY AND AS TRUSTEES UNDER THE KAREN JO ADAMS LIVING TRUST, DATED JUNE 24,
1998