



UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Doc#: 1408018034 Fee: \$46.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/21/2014 09:54 AM Pg: 1 of 5

UNITED STATES OF AMERICA,)
)
)
v.)
)
IGOR SHER AND)
EGUERT NAGAJ)
)
)

No. 14 CR 104-1 & 2
Magistrate Judge Maria Valdez

FORFEITURE AGREEMENT

Pursuant to the Order Setting Conditions of Release entered in the above-named case on March 17, 2014 for and in consideration of bond being set by the Court for defendants IGOR SHER AND EGUERT NAGAJ, ("defendants") in the amount of \$100,000 each being fully secured by real property, **IGOR SHER AND EGUERT NAGAJ, as Managing Members of AANC, LLC, (GRANTOR)** hereby understand, warrant and agree:

1. IGOR SHER AND EGUERT NAGAJ, as Managing Members of AANC, LLC, warrant that they are the Managing Members of AANC, LLC and that they are authorized to act on its behalf with respect to the property located at 329 West Dundee Road, Unit 329, Buffalo Grove, Illinois, and described legally as follows:

PARCEL 1: UNIT 329 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN BUFFALO GROVE PROFESSIONAL CENTER CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 05236320001, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE LICENSE AGREEMENT FOR A PERIOD OF 20 YEARS, BEGINNING JANUARY 1, 2005 AND ENDING DECEMBER 31, 2024, FOR THE PURPOSES OF PERMITTING STORM WATER DRAINAGE, AS CREATED BY LICENSE AGREEMENT FOR GOLFVIEW TERRACE DETENTION BASIN RECORDED AUGUST 17, 2005, AS DOCUMENT 0522955034, OVER THE

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FOLLOWING DESCRIBED PROPERTY: COMMENCING AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE EAST ALONG THE NORTH LINE THEREOF, AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTE 00 SECONDS EAST, 100 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 50.00 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 90.00 FEET, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 270.00 FEET, THENCE SOUTH 13 DEGREES 18 MINUTES 48 SECONDS EAST, 140.00 EAST; THENCE NORTH 74 DEGREES 17 MINUTES 55 SECONDS EAST, 60.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 390.00 FEET TO THE POINT OF BEGINNING, FOR THE BENEFIT OF THE FOLLOWING DESCRIBED PROPERTY: PART OF LOT 1, LOT 2 (EXCEPT THE EAST 100 FEET OF LOT 2), LOT 71 (EXCEPT THE EAST 100 FEET THEREOF), LOT 72 (EXCEPT THE EAST 100 FEET THEREF) ALL IN DUN-LO HIGHLANDS, BEING A SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ (EXCEPT THE SOUTH 25 ACRES THEREOF) IN SECTION 9, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1946 AS DOCUMENT 13916670, IN COOK COUNTY, ILLINOIS.

Parcel Identification Number: 03-09-102-018-1005
(the "subject property")

2. IGOR SHER AND EGUERT NAGAJ, as Managing Members of AANC, LLC warrant that there are no outstanding mortgages against the subject property and that their equitable interest in the real property equals at least \$200,000.
3. IGOR SHER AND EGUERT NAGAJ, as Managing Members of AANC, LLC have received a copy of the Court's Order Setting Conditions of Release and understands its terms and conditions.
4. IGOR SHER AND EGUERT NAGAJ, as Managing Members of AANC, LLC understand and agree that the defendants will be subject to the terms and conditions of the Order Setting Conditions of Release until any of the following events: (a) defendants surrender to serve their sentences; (b) defendants are taken into custody by order of the court in the above-captioned matter; (c) the above-captioned matter is dismissed against defendants in its entirety; or (d) judgment is entered in defendant's favor.

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5. IGOR SHER AND EGUERT NAGAJ, as Managing Members of AANC, LLC 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. IGOR SHER AND EGUERT NAGAJ, as Managing Members of AANC, LLC 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, IGOR SHER AND EGUERT NAGAJ, as Managing Members of AANC, LLC waive any right to receive notice of judicial proceedings from the United States or the Court.

6. IGOR SHER AND EGUERT NAGAJ, as Managing Members of AANC, LLC understand and agree that this forfeiture agreement applies to any modified Order Setting Conditions of Release entered by the Court in the above-captioned matter.

7. IGOR SHER AND EGUERT NAGAJ, as Managing Members of AANC, LLC agree that the equitable interest in the above-described real Property shall be forfeited to the United States of America should either of the defendants fail to appear as required by the Court or otherwise violate any condition of the Court's Order Setting Conditions of Release, during the pendency of the order.

8. IGOR SHER AND EGUERT NAGAJ, as Managing Members of AANC, LLC 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. IGOR SHER AND EGUERT NAGAJ, as Managing Members of AANC, LLC 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 defendants fail to appear as required by the Court or otherwise violate any condition of the Court's Order Setting Conditions of Release, during the pendency of the order.

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10. IGOR SHER AND EGUERT NAGAJ, as Managing Members of AANC, LLC understand and agree that, should either of the defendants fail to appear as required by the Court or otherwise violate any condition of the Court's Order Setting Conditions of Release, IGOR SHER AND EGUERT NAGAJ, as Managing Members of AANC, LLC will be liable to pay the difference between the bond amount of \$200,000 and the equitable interest in the subject property, and IGOR SHER AND EGUERT NAGAJ, as Managing Members of AANC, LLC hereby agree to the entry of a default judgment against AANC, LLC for the amount of any such difference.

11. IGOR SHER AND EGUERT NAGAJ, as Managing Members of AANC, LLC 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 their interest therein, including any effort to sell or otherwise convey the property without leave of Court.

12. IGOR SHER AND EGUERT NAGAJ, as Managing Members of AANC, LLC 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 defendants, they are subject to a felony prosecution for making false statements and making false declarations under penalty of perjury.

13. IGOR SHER AND EGUERT NAGAJ, as Managing Members of AANC, LLC agree that the United States shall file and record a copy of this Forfeiture Agreement with the Cook County Recorder of Deeds Office as notice of encumbrance in the amount of the bond.

14. IGOR SHER AND EGUERT NAGAJ, as Managing Members of AANC, LLC 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.

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15. IGOR SHER AND EGUERT NAGAJ, as Managing Members of AANC, LLC 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 defendants be revoked.

Date: 3-17-14

IGOR SHER, as Managing
Member of AANC, LLC
Surety/Grantor

Date: 3-17-14

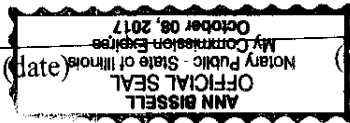
EGUERT NAGAJ, as Managing
Member of AANC, LLC
Surety/Grantor

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Igor Sher and Eguert Nagaj**, personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and wavier of the right of homestead.

Given under my hand and official seal, this 17th day of March, 2014

NOTARY PUBLIC

Commission expires _____, Notary Public



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