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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Doc#: 1508634052 Fee: \$44.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/27/2015 11:22 AM Pg: 1 of 4

UNITED STATES OF AMERICA,)
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v.)
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)
CATALIN STOIAN)
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No. 11 CR 801-1
Magistrate Judge Daniel G. Martin

FORFEITURE AGREEMENT

Pursuant to the Order Setting Conditions of Release entered in the above-named case on February 23, 2015 for and in consideration of bond being set by the Court for defendant CATALIN STOIAN, ("defendant") in the amount of \$60,000 being partially secured by real property, **DANIELA DANCIANU (GRANTOR)** hereby understands, warrants and agrees:

1. DANIELA DANCIANU warrants that she is the record owner and titleholder of the real property located at 3247 North Normandy Avenue, Chicago, Illinois, and described legally as follows:

LOT 126 IN SCHORSCH VILLA, SECOND ADDITION, A RESUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 13-19-428-004-0000
(the "subject property")

2. DANIELA DANCIANU warrants that there is one outstanding mortgage against the subject property and that his equitable interest in the real property equals \$500.00.

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3. DANIELA DANCIANU has received a copy of the Court's Order Setting Conditions of Release and understands its terms and conditions.

4. DANIELA DANCIANU understands and agrees that she 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. DANIELA DANCIANU agrees that public docket entries and filings in the above-captioned matter constitute adequate notice to the surety of all judicial proceedings in the case. DANIELA DANCIANU understands 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, DANIELA DANCIANU waives any right to receive notice of judicial proceedings from the United States or the Court.

6. DANIELA DANCIANU 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. DANIELA DANCIANU agrees that her equitable interest in the above-described real property shall be forfeited to the United States of America should the defendant 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. DANIELA DANCIANU agrees 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.

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9. DANIELA DANCIANU understands 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 violate any condition of the Court's Order Setting Conditions of Release, during the pendency of the order.

10. DANIELA DANCIANU understands and agrees that, should the defendant fail to appear as required by the Court or otherwise violate any condition of the Court's Order Setting Conditions of Release, DANIELA DANCIANU will be liable to pay the difference between the bond amount of \$60,000 and her equitable interest in the subject property, if any, and DANIELA DANCIANU hereby agrees to the entry of a default judgment against her for the amount of any such difference.

11. DANIELA DANCIANU agrees that she 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 her interest therein, including any effort to sell or otherwise convey the property without leave of Court.

12. DANIELA DANCIANU understands that if she has 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, she is subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury.


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13. DANIELA DANCIANU agrees that the United States shall file and record a copy of this Forfeiture Agreement with the Cook County Recorder's Office as notice of encumbrance in the amount of the bond.

14. DANIELA DANCIANU hereby declares under penalty of perjury that she has read the foregoing Forfeiture Agreement in its entirety, and the information contained herein is true and correct.


15. DANIELA DANCIANU understands and agrees 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: 03/26/2015



DANIELA DANCIANU
Surety/Grantor

Date: 3/26/2015



WITNESS

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