#### **UNOFFICIAL COPY**

UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION		*1820117048* Doc# 1820117048 Fee \$44.00
UNITED STATES OF AMERICA,	)	KAREM A. YARBROUGH COOK COUNTY RECORDER OF DEEDS DATE: 07/20/2018 01:56 PM PG: 1 OF 4
V.	)	
HUAZHI HAN	) ) )	No. 18 CR 388-1 Magistrate Judge Sidney I. Schenkier

#### FORFEITURE AGREEMENT

Pursuant to the Order Setting Conditions of Release entered in the above-named case on July 16, 2018 for and in consideration of bord being set by the Court for defendant HUAZHI HAN (the "defendant") in the amount of \$1,000,000 being partially secured by real property, JING WANG (GRANTOR) hereby understands, warrants and agrees:

1. JING WANG warrants that she is the sole record owner and titleholder of the real property located at 2244 Lathrop Avenue, North Riverside, Illinois, and described legally as follows:

LOT 18 AND THE NORTH 1/2 OF THE LOT 19 IN BLOCK 8 IN WALTER MCINTOSH AND COMPANY'S 22ND STREET ADDITION, A SUBDIVISION OF THE PART OF THE NORTH 100 ACRES OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO, MADISON AND NORTHERN RAILWAY COMPANY'S RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

Parcel Number(s): 15-25-107-038-0000 (the "subject property")



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- 2. JING WANG warrants that there are no outstanding mortgages against the subject property and that her equitable interest in the property is at least \$335,000.
- 3. JING WANG has received a copy of the Court's Order Setting Conditions of Release and understands its terms and conditions.
- 4. JING WANG understands and agrees that the defendant 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 her 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. JING WANG agrees that public docket entries and filings in the above-captioned matter constitute adequate notice to the society of all judicial proceedings in the case. JING WANG 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, JING WANG waives any right to receive notice of judicial proceedings from the United States or the Court.
- 6. JING WANG 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. JING WANG agrees that her equitable interest in the above-described real property up to the amount of the bond 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.

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- 8. JING WANG 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.
- 9. JING WANG 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. JING WANG understands and agrees 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, JING WANG will be liable to pay the difference between the bond amount of \$1,000,000 and her equitable interest in the subject property, and JING WANG hereby agrees to the entry of a default judgment against her for the amount of any such difference.
- 11. JING WANG 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. JING WANG 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. JING WANG 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. JING WANG 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. JING WANG 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: 7/16/18

JING WANG

Surety/Grantor

Date: 7/16/18

WITNE**&\$** 

Prepared by and Return to:

Bissell, US Attorney's Office 219 S. Dearborn Street, 5th Floor Chicago, Illinois 60604