



\*1909517124\*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

Doc# 1909517124 Fee \$46.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 04/05/2019 01:50 PM PG: 1 OF 5

UNITED STATES OF AMERICA, )  
)  
)  
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)  
RAYMOND WU )  
)  
)  
)

No. 18 CR 852  
Judge Rebecca R. Pallmeyer

**FORFEITURE AGREEMENT**

Pursuant to the Order Setting Conditions of Release entered in the above-named case on April 3, 2019 for and in consideration of bond being set by the Court for defendant RAYMOND WU (the "defendant") in the amount of \$ 300,000 <sup>K.L. Wu</sup> being partially secured by real property; **KOU LIANG WU AND SANDRA WU, GRANTOR(S)** hereby understand, warrant and agree:

1. **KOU LIANG WU** warrants that he is the sole record owner and titleholder of the real property located at 3131 South Michigan Avenue, Chicago, Illinois, described legally as follows:

PARCEL 1: UNIT NO. 3131 IN THE MICHIGAN INDIANA CONDOMINIUM (AS HERINAFTER DESCRIBED), TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMEAN ELEMENTS, WHICH UNIT AND COMMON ELEMENTS ARE COMPRISED OF (A) THE LEASEHOLD ESTATE CREATED BY THE GROUND LEASE FOR MICHIGAN PLACE DATED DECEMBER 7, 1999 BETWEEN ILLINOIS INSTITUTE OF TECHNOLOGY, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, AS LESSOR, AND MICHIGAN PLATE LLC, AS LESSEE, RECORDED BY THE COOK COUNTY RECORDER OF DEEDS ON FEBRUARY 29, 2000, AS DOCUMENT NO. 00147967 INCLUDING ALL AMENDMENTS AND EXHIBITS THERETO (THE "GROUND LEASE") WHICH GROUND

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LEASES DEMISES THE LAND HEREINAFTER DESCRIBED FOR A TERM OF YEARS ENDING DECEMBER 31, 2098 (EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND); AND

(B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENT LOCATED ON THE FOLLOWING DESCRIBED LAND:

CERTAIN PARTS OF BLOCK 1 IN CHARLES WALKER'S SUBDIVISION OF THAT PART NORTH OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS DELINEATED ON A SURVEY WHICH IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS, RESTRICTIONS, COVENANTS AND BY LAWS FOR MICHIGAN INDIANA CONDOMINIUM DATED FEBRUARY 23, 2001 AND RECORDED BY THE COOK COUNTY RECORDER OF DEEDS ON MARCH 15, 2001 AS DOCUMENT NO. 0010205852, AS THE SAME MAY HAVE BEEN AMENDED FROM TIME TO TIME (AS SO AMENDED, "THE DECLARATION"), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF T-65 AND T-64, WITH PATIO AND LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID.

Permanent Index Number: 17-34-102-051-1084  
(the "subject property")

2. **KOU LIANG WU AND SANDRA WU** warrant that there is one outstanding mortgage against the subject property and that their equitable interest in the real property equals at least \$75,000.

3. **KOU LIANG WU AND SANDRA WU** have received a copy of the Court's Order Setting Conditions of Release and understand its terms and conditions.

4. **KOU LIANG WU AND SANDRA WU** understand and agree 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 his sentence; (b) defendant is taken

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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. **KOU LIANG WU AND SANDRA WU** agree that public docket entries and filings in the above-captioned matter constitute adequate notice to the sureties of all judicial proceedings in the case. **KOU LIANG WU AND SANDRA WU** 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, **KOU LIANG WU AND SANDRA WU** waive any right to receive notice of judicial proceedings from the United States or the Court.

6. **KOU LIANG WU AND SANDRA WU** 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. **KOU LIANG WU AND SANDRA WU** agree that their 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. **KOU LIANG WU AND SANDRA WU** 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. **KOU LIANG WU AND SANDRA WU** 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

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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. **KOU LIANG WU AND SANDRA WU** understand and agree 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, **KOU LIANG WU AND SANDRA WU** will be liable to pay the difference between the bond amount of \$ 300,000 <sup>Ken C. Wu</sup> and their equitable interest in the subject property, and **KOU LIANG WU AND SANDRA WU** hereby agree to the entry of a default judgment against them for the amount of any such difference.

11. **KOU LIANG WU AND SANDRA WU** 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. **KOU LIANG WU AND SANDRA WU** 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 defendant, they are subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury.

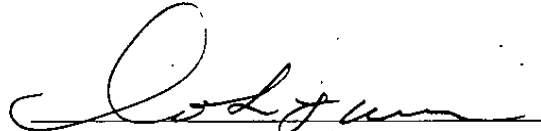
13. **KOU LIANG WU AND SANDRA WU** agree that the United States shall file and record a copy of this Forfeiture Agreement with the Cook County Recorder's Office as notice of encumbrance in the amount of the bond.

14. **KOU LIANG WU AND SANDRA WU** 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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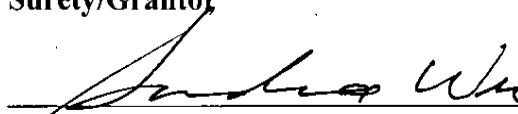
15. **KOU LIANG WU AND SANDRA WU** understand and agree that failure to comply with any term or condition of this Forfeiture Agreement will constitute grounds for the United States of America to request that the bond posted for the release of the defendant be revoked.

Date: 4/3/2019



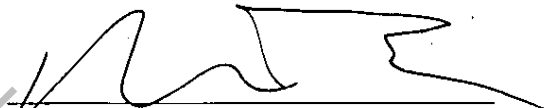
**KOU LIANG WU**  
Surety/Grantor

Date: 4-3-2019



**SANDRA WU**  
Surety

Date: 4/3/19



WITNESS

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

Property of Cook County Clerk's Office