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8 IN THE UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA

10
11 UNITED STATES OF AMERICA,

12 Plaintiff,

13 v.

14 REAL PROPERTY LOCATED AT 342 ERIE
CIRCLE, BLOOMINGDALE, ILLINOIS,
15 DUPAGE COUNTY, PERMANENT REAL
ESTATE INDEX NUMBER: 02-14-401-062,
16 INCLUDING ALL APPURTENANCES
AND IMPROVEMENTS THERETO,

17 Defendant.

2:10-CV-01559-WBS-EFB

FINAL JUDGMENT OF
FORFEITURE

18
19 Pursuant to the Stipulation for Final Judgment of Forfeiture filed herein, the Court
20 finds:

21 1. This is a civil forfeiture action against real property located at 342 Erie Circle,
22 Bloomingdale, Illinois, DuPage County, Permanent Real Estate Index Number: 02-14-401-
23 062, (hereafter referred to as the “defendant property”) and more fully described as:

24 LOT 53 IN EASTGATE SUBDIVISION, BEING A SUBDIVISION OF
25 PART OF THE WEST HALF OF SECTION 13 AND PART OF THE
EAST HALF OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 10,
26 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO
THE PLAT THEREOF RECORDED JULY 29, 2000 AS DOCUMENT
27 R2000-097466, IN DUPAGE COUNTY, ILLINOIS.

28 PIN: 02-14-401-062

1 2. A Verified Complaint for Forfeiture *In Rem* (“Complaint”) was filed on June
2 21, 2010, alleging that said defendant property is subject to forfeiture to the United States
3 pursuant to 18 U.S.C. §§ 981(a)(1)(A) and (a)(1)(C).

4 3. On July 21, 2010, the defendant property was posted with a copy of the
5 Complaint and Notice of Complaint.

6 4. Beginning on June 24, 2010, for at least 30 consecutive days, the United
7 States published Notice of the Forfeiture Action on the official internet government
8 forfeiture site www.forfeiture.gov. A Declaration of Publication was filed on July 27, 2010.

9 5. In addition to the public notice on the official internet government forfeiture
10 site www.forfeiture.gov, actual notice or attempted notice was given to the following
11 individuals or entities:

- 12 a. Muhammad Inayat
- 13 b. Amber Inayat
- 14 c. Chase Bank
- d. TCF National Bank
- e. Washington Mutual Bank

15 6. On August 10, 2010, JPMorgan Chase Bank, N.A.¹ filed a claim alleging a lien
16 holder interest in the defendant property and an answer to the Complaint on September 1,
17 2010. On September 27, 2010, Muhammad Inayat and Amber Inayat filed claims alleging
18 an interest in the defendant property. On June 23, 2011, TCF National Bank filed a claim
19 alleging a lien holder interest in the defendant property and an answer to the Complaint on
20 July 14, 2011. No other parties have filed claims or answers in this matter, and the time
21 for which any person or entity may file a claim and answer has expired.

22 Based on the above findings, and the files and records of the Court, it is hereby
23 ORDERED AND ADJUDGED:

24 7. The Court adopts the Stipulation for Final Judgment of Forfeiture entered
25 into by and between the parties to this action.

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27
28 ¹ JPMorgan Chase Bank, N.A., as acquirer of certain assets and liabilities of Washington Mutual Bank, from the Federal Deposit Insurance Corporation.

1 8. That judgment is hereby entered against claimants Muhammad Inayat,
2 Amber Inayat, JPMorgan Chase Bank, N.A., and TCF National Bank, and all other
3 potential claimants who have not filed claims in this action.

4 9. Within five months from signing the Stipulation for Final Judgment of
5 Forfeiture, claimants Muhammad Inayat and Amber Inayat shall send a cashier's check for
6 \$150,000.00 made payable to the U.S. Marshals Service to the U.S. Attorney's Office, Attn:
7 Asset Forfeiture Unit, 501 I Street, Suite 10-100, Sacramento, CA 95814. All right, title,
8 and interest in said funds shall be substituted for the defendant property and forfeited to
9 the United States pursuant to 18 U.S.C. §§ 981(a)(1)(A) and (a)(1)(C), to be disposed of
10 according to law.

11 10. Within thirty (30) days of full payment of the \$150,000.00, the United States
12 shall record a withdrawal of lis pendens against the defendant property.

13 11. If payment in full is not made within the time stipulated above, claimants
14 Muhammad Inayat and Amber Inayat will be deemed to be in default of this Final
15 Judgment of Forfeiture and the U.S. Marshals Service shall be authorized to sell the
16 defendant property pursuant to the terms described below in ¶¶ 12-26.

17 12. The U.S. Marshals Service (or a designee) shall list the defendant property for
18 sale. The U.S. Marshals Service shall have sole authority to select the means of sale,
19 including sale by internet or through a licensed real estate broker, and shall have sole
20 authority over the marketing and sale of the defendant property.

21 13. The U.S. Marshals Service shall have the defendant property appraised by a
22 licensed appraiser of its choosing. The U.S. Marshals Service and the appraiser may have
23 access to the defendant property and structures, buildings, or storage sheds thereon upon
24 24 hours telephonic notice.

25 14. If necessary, the U.S. Marshals Service, and any real estate broker employed
26 by the U.S. Marshals Service, shall have the right to put a "lock box" on the property to
27 facilitate the marketing and sale of the property.

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1 15. The following costs, expenses and distributions shall be paid in escrow from
2 the gross sales price in the following priority and to the extent funds are available:

- 3 a. The costs incurred by the U.S. Marshals Service to the date of
4 close of escrow, including the cost of posting, service, advertising,
5 and maintenance.
- 6 b. Any unpaid real property taxes, which shall be prorated as of the
7 date of the entry of this Final Judgment of Forfeiture.
- 8 c. A real estate commission not to exceed the U.S. Marshals Service
9 contractual brokerage fee.
- 10 d. The seller shall pay any county transfer taxes.
- 11 e. To claimant JPMorgan Chase Bank, N.A.: a sum to satisfy an
12 indebtedness under the Warranty Deed recorded in the official
13 records of Dupage County, Illinois as instrument number R2007-
14 028964 on February 15, 2007 and the Mortgage (“Note”) recorded
15 in the official records of Dupage County, Illinois as instrument
16 number R2007-028965 on February 15, 2007, in the original
17 amount of \$690,000.00 plus all unpaid interest at the contractual
18 (not default) rate, plus any advances and costs incurred by
19 JPMorgan Chase Bank up to the date of the payoff of the loan,
20 including, but not limited to any insurance advances, tax
21 advances, and property preservation costs. As of March 13, 2014,
22 the principal due and owing under the Note was \$160,210.99.
23 Interest will continue to accrue from March 13, 2014 under the
24 Note at a rate 2.875% per diem. As of March 13, 2014, the
25 interest due and owing under the Note was \$581.37. As of March
26 13, 2014, the total amount due and owing to JPMorgan Chase
27 Bank, N.A. was \$163,464.98. The exact amount to be paid to
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1 JPMorgan Chase Bank, N.A. shall be determined at time of
2 payment.

3 f. To claimant TCF National Bank: a sum to satisfy an
4 indebtedness under a Command Credit Plus® Home Equity Line
5 of Credit Agreement (“Note”) which is secured by a Command
6 Credit Plus® Mortgage (“Mortgage”) recorded in the official
7 records of Dupage County as instrument number R2007-163449
8 on September 4, 2007, in the original amount of \$200,000.00 plus
9 all unpaid interest at the contractual (not default) rate, plus any
10 advances and costs incurred by TCF National Bank up to the
11 date of the payoff of the loan, including, but not limited to any
12 insurance advances, tax advances, and property preservation
13 costs. As of March 13, 2014, the principal due and owing under
14 the Note was \$174,891.12. Interest will continue to accrue from
15 March 13, 2014 under the Note at a variable rate based on the
16 U.S. prime rate published in the *Wall Street Journal*, and the *per*
17 *diem* rate will vary. As of March 13, 2014, the interest due and
18 owing under the Note was \$1,377.66. As of March 13, 2014, the
19 total amount due and owing to TCF National Bank was
20 \$176,268.78. The exact amount to be paid to TCF National Bank
21 shall be determined at time of payment.

22 g. To the United States of America: the net proceeds from the sale
23 of the defendant property after payments have been made to
24 JPMorgan Chase Bank, N.A. and TCF National Bank. All right,
25 title, and interest in said funds shall be substituted for the
26 defendant property and forfeited to the United States pursuant
27 to 18 U.S.C. §§ 981(a)(1)(A) and (a)(1)(C), to be disposed of
28 according to law.

1 16. The payments to JPMorgan Chase Bank, N.A. and TCF National Bank shall
2 be in full settlement and satisfaction of any and all claims by JPMorgan Chase Bank, N.A.
3 and TCF National Bank to the defendant property and all claims resulting from the
4 incidents or circumstances giving rise to this lawsuit.

5 17. Upon payment in full as set forth above in ¶ 15(e) and (f), JPMorgan Chase
6 Bank, N.A. and TCF National Bank agree to reconvey their interest in the defendant
7 property via recordable documents and cause those to be recorded.

8 18. In the event it is determined that the proceeds from the sale of the defendant
9 property would be insufficient to pay JPMorgan Chase Bank, N.A. and TCF National Bank
10 in full as set forth above in ¶ 15(e) and (f), after the disbursements described above are
11 made in ¶ 15(a)-(d), the United States agrees to release its interest in the defendant
12 property and consent to the exercise of JPMorgan Chase Bank, N.A. and TCF National
13 Bank's state law rights to foreclose upon their Notes. The United States shall not enter
14 into a binding agreement to sell the defendant property unless the proceeds of such sale are
15 sufficient to pay JPMorgan Chase Bank, N.A. and TCF National Bank in full as set forth
16 above in ¶ 15(e) and (f), unless JPMorgan Chase Bank, N.A. and TCF National Bank
17 otherwise consent in writing.

18 19. JPMorgan Chase Bank, N.A. and TCF National Bank agree not to pursue
19 against the United States any other rights that they may have under the mortgage
20 instrument, including, but not limited to, the right to initiate a foreclosure action without
21 the consent of the U.S. Attorney's Office or this Court.

22 20. JPMorgan Chase Bank, N.A. and TCF National Bank understand and agree
23 that the United States reserves the right to void the settlement agreement if, before
24 payment of the mortgage or lien, the U.S. Attorney obtains new information indicating that
25 the mortgagee or lien holder is not an "innocent owner" or "bona fide purchaser" pursuant
26 to applicable forfeiture statutes. The U.S. Attorney also reserves the right, in its
27 discretion, to terminate the forfeiture at any time and release the subject property. In
28 either event, the United States shall promptly notify the mortgagee or lien holder of such

1 action. A discretionary termination of forfeiture shall not be a basis for any award of fees
2 under 28 U.S.C. § 2465.

3 21. Any liens or encumbrances against the defendant property that appear on
4 record subsequent to the recording of the Lis Pendens on June 24, 2010, and prior to the
5 close of escrow may be paid out of escrow. The United States may pay any such lien or
6 encumbrance at its sole discretion.

7 22. The costs of a lender's policy of title insurance (ALTA policy) shall be paid for
8 by the buyer.

9 23. All loan fees, "points" and other costs of obtaining financing shall be paid for
10 by the buyer of the defendant property.

11 24. Each party shall execute all documents necessary to close escrow, if
12 such signatures are required by the title insurer.

13 25. Claimants Muhammad Inayat and Amber Inayat represent that they will not
14 take any action, or cause any other person to take any action, to damage or modify the
15 defendant property from its present condition or other action that may result in a reduction
16 in value of the defendant property.

17 26. Claimants Muhammad Inayat and Amber Inayat shall remove all personal
18 possessions, and the personal possessions of any former occupant, including all vehicles,
19 furniture, and trash, and will leave the property clean and in the same state of repair as
20 the property was on the date it was posted. Any and all of claimant's personal possessions,
21 and the personal possessions of any former occupant, not removed upon 72 hours' notice by
22 the U.S. Marshals Service will be disposed of by the United States without further notice.

23 27. The United States and its servants, agents, and employees and all other
24 public entities, their servants, agents, and employees, are released from any and all
25 liability arising out of or in any way connected with the filing of the Complaint and the
26 posting of the defendant property with the Complaint and Notice of Complaint. This is a
27 full and final release applying to all unknown and unanticipated injuries, and/or damages
28 arising out of the filing of the Complaint and the posting of the defendant property with the

1 Complaint and Notice of Complaint, as well as to those now known or disclosed. Claimants
2 waived the provisions of California Civil Code § 1542.

3 28. Each party shall bear his or her own costs and attorney's fees.


4 29. The U.S. District Court for the Eastern District of California, Hon. William B.
5 Shubb, District Judge, shall retain jurisdiction to enforce the terms of this Final Judgment
6 of Forfeiture.

7 CERTIFICATE OF REASONABLE CAUSE

8 30. Based upon the allegations set forth in the Verified Complaint for Forfeiture
9 *In Rem* filed on June 21, 2010, and the Stipulation for Final Judgment of Forfeiture filed
10 herein, the Court enters this Certificate of Reasonable Cause pursuant to 28 U.S.C. § 2465,
11 that there was reasonable cause for the posting of the defendant property and/or seizure of
12 the sub *res*, and for the commencement and prosecution of this forfeiture action.

13 SO ORDERED.

14 Dated: March 25, 2014

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16 WILLIAM B. SHUBB
17 UNITED STATES DISTRICT JUDGE
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