

UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION Doc#: 1024234035 Fee: \$40.00 Eugene "Gene" Moore Cook County Recorder of Deeds Date: 08/30/2010 09:27 AM Pg: 1 of 3

UNITED STATES OF AMERICA,	)	
	)	e e e e e e e e e e e e e e e e e e e
	)	
V.	)	
SHAWN TYAVIS	)	
6	)	
O <sub>A</sub>	)	
	)	
Ox	)	No. 10 CR 406-1
	)	Magistrate Judge Morton Denlow

## FORFATURE AGREEMENT

Pursuant to the Pretrial Release Order entered in the above-named case on June 2, 2010, and for and in consideration of bond being set by the Court for defendant SHAWN TRAVIS in the amount of \$25,000 being partially secured by real property, **DRULEON D. ROGERS** (GRANTOR) hereby warrants and agrees:

1. DRULEON D. ROGERS warrants that he is the sole record owner and titleholder of the real property located at 5440 South Wood Street, Chicago, Illinois, and described legally as follows:

LOT 40 IN E.A. CUMMINGS AND COMPANY'S 55<sup>TH</sup> STREET BOULEVARD ADDITION IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N: 20-07-427-028-0000

DRULEON D. ROGERS warrants that there is one outstanding mortgage against the subject property and that his equitable interest in the real property approximately equals \$25,000.

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- DRULEON D. ROGERS agrees \$25,000 of his equitable interest in the above-described real property, shall be forfeited to the United States of America, should the defendant SHAWN TRAVIS fail to appear as required by the Court or otherwise violate any condition of the Court's order of release. DRULEON D. ROGERS further understands and agrees that, if the defendant SHAWN TRAVIS should violate any condition of the Court's release order, he will be liable to pay the difference between the bond amount of \$25,000 and his equitable interest in the property, and DRULEON D. ROGERS hereby agrees to the entry of a default judgment against him for the amount of any such difference. DRULEON D. ROGERS has received a copy of the Court's release order and understands its terms and conditions. Further, the surety understands that the only notice he will receive is notice of court proceedings.
- 3. DRULEON D. ROGERS further agrees to execute a quit claim deed in favor of the United States of America, which deed shall be neld in the custody of the Clerk of the United States District Court, Northern District of Illinois, until further order of the Court. DRULEON D. ROGERS understands that should defendant SHAWN TRAVIS fall to appear or otherwise violates any condition of the Court's order of release, the United States will ordain an order from the Court authorizing the United States to file and record the above-described deed, and to take whatever other action that may be necessary to perfect its interest in the above-described real property and satisfy the obligation arising from a breach of the bond.
- 4. DRULEON D. ROGERS further agrees that he 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 his interest therein, including any effort to sell or otherwise convey the property without leave of Court. Further, DRULEON D. ROGERS has executed a

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## **UNOFFICIAL COPY**

release in favor of the United States so it can be verified that all obligations relating to the property are paid currently.

- 5. DRULEON D. ROGERS further understands that if he 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 SAA WN TRAVIS he is subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. DRULEON D. ROGERS agrees that the United States shall file and record a copy of this Forfeiture Agreement with the Cook County Recorder of Deeds as notice of encumbratics in the amount of the bond.
- 6. DRULEON D. ROGERS hereby declares under penalty of perjury that he has read the foregoing Forfeiture Agreement in its encirety, and the information contained herein is true and correct. Failure to comply with any term or condition of this agreement will be considered a violation of the release order authorizing the United States to request that the bond posted for the

Date: 07/30/2010

release of the defendant be revoked.

DRULEON D. KOGERS

Surety/Granton

Date: 7/30/2010

Witness

Prepared by and Return to: Bissell, US Attorney's Office 219 S. Dearborn Street, 5th Floor Chicago, Illinois 60604 EXPIRES
GEORGIA
OCT. 9, 2012

CHARLE STATES

NOTARY PUBLIC