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SUBORDINATION AGREEMENT

This subordination agreement (the "agreement") made this 29th day of January 2007 (the "agreement day") by and between The United States, U.S. Worldwide Title Services, LLC and Antonio Hasley and Ellen Berry.

Ellen Berry is indebted to the United States pursuant to a judgment order dated October 21, 2003 which orders Ellen Berry to pay \$246,900 in restitution. As of January 29, 2008, the current principal balance is \$242,950.

Payment of the judgment is secured by a judgment lien recorded in Cook County, Illinois on March 3, 2004 as document number 0406344038 encumbering property known as 932 Bellwood Avenue, Bellwood, Illinois 60104 legally described in Attachment A.

Ellen Berry has requested a loan from the lender, U.S. Worldwide Title Services, LLC, in the original principal amount of \$ 167,000 (the "loan") to be evidenced by a promissory note ("lender note") and secured by a mortgage encumbering said property, of even date with the lender note (the "lender mortgage"). As a condition precedent to making the loan, the lender requests that the lender mortgage establish a lien on the property superior to that of the United States and the United States has agreed to subordinate its lien to the lien of the lender mortgage. It is for this purpose that the parties to the Agreement execute, acknowledge and deliver this Agreement.

The parties do hereby covenant, promise and agree as follows:

- 1) The United States subordinate its judgment to the lien of the lender mortgage as the following conditions having been met:
- 2) The lender mortgage shall be a prior lien upon the property with all of the rights, privileges and remedies of a prior lien, including, without limitation, the right to first payment from the net proceeds of a sale of the property. The parties further agree that this Agreement is not a suspension of payments due in the ordinary course of business under the judgment and conviction order. It is the intent of the lender and the United States that until the lender or United States exercises its rights as a secured party with respect to the property, Ellen Berry shall continue to pay the United States pursuant to the judgment and conviction order.
- 3) This Agreement does not require that, in the ordinary course of business, the lender note be satisfied prior to satisfaction of the judgment and conviction order, however, if a liquidation sale of the property occurs, the proceeds shall first be applied to satisfy the lender note and second to satisfy lien securing the judgment and conviction order.
- 4) This Agreement in no way affects or impairs the obligation and debt of Ellen Berry due the United States. She has agreed to pay \$175 per month, and six months from now that monthly payment will increase to \$250 per month.



Doc#: 0805960001 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/28/2008 09:16 AM Pg: 1 of 3

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- 5) In the event the lender exercises its rights as a secured party with respect to the property, the lender agrees to pay the United States that portion of such subordinated sums actually received by the lender, through the exercise of such rights with respect to the property in excess of the principal, interest and any expense, court cost, legal fees and other related costs. The lender shall give notice to the United States of any action and make payment to the United States within fourteen days of receipt of funds.
- 6) This Agreement shall only be constructed to determine the rights of the parties hereto with respect to each other and shall not be constructed to provide any benefit to any persons or entity not a party hereto.
- 7) Nothing herein contained shall obligate either party to grant credit to, or continue any existing financing arrangements with Ellen Berry.
- 8) This Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and to their successors and/or assigns

Patrick J. Fitzgerald
United States Attorney

By: 

JOSEPH A. STEWART
Assistant United States Attorney
219 S. Dearborn Street
Chicago, IL 60604
(312)469-6008

Attachment A: Legal Description

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ATTACHMENT A

LOT 17 (EXCEPT THE NORTH 3 FEET THEREOF) AND THE NORTH 10 FEET OF LOT 18 IN SHEKLETON BROTHERS RESUBDIVISION OF LOTS 41 TO 45 IN MADISON STREET WESTCHESTER "L" SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 9, 1926, AS DOCUMENT NUMBER 9491311, IN COOK COUNTY, ILLINOIS.

15-16-109-085-0000

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