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Doc#: 0925356015 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 09/10/2009 12:28 PM Pg: 1 of 3

SUBORDINATION AGREEMENT

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### UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

UNITED STATES OF AMERICA	)
	) )
v.	) No. 02 C 6898
EDWARD YOUNG AND ROSALYN YOUNG	) Judge James B. Zagel )
900	)

### SUPORDINATION AGREEMENT

This subordination agreement is made this <u>30th</u> day of July, 2009 by the United States as follows:

The United States is the current holder of a jien recorded against Edward Young and Rosalyn Young, as Document Number 0605431015 on February 23, 2006, in the Office of the Recorder of Deeds of Cook County, Illinois on the property commonly known as 8352 SOUTH SAGINAW, CHICAGO, ILLINOIS 60617 and legally described as.

THE NORTH 11 FEET OF LOT 23 IN BLOCK 36 IN HILL'S ADDITION TO SOUTH CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK, COUNTY, ILLINOIS;

ALSO LOT 22 (EXCEPT THE NORTH 3 FEET THEREOF) IN BLOCK 26 IN HILL'S ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 21-31-304-048

Edward Young and Rosalyn Young are about to execute a note to PrimeLending, in the original principal amount of not greater than \$140,618 payable with interest and upon the terms and conditions described therein, secured by a mortgage of the same date covering the property located at 8352 South Saginaw.

It is a condition precedent to obtaining said loan with PrimeLending, that the mortgage in favor of PrimeLending, shall remain at all times a lien upon the property prior to the lien of the

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United States. It is the intention of the United States and the purpose of this agreement, to make PrimeLending's mortgage prior and superior to the lien of the United States.

In consideration of the mutual benefits accruing to the parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, and in order to induce PrimeLending to make said mortgage loan to Edward Young and Rosalyn Young, it is hereby declared as follows:

- 1. The lien of the United States is and shall remain fully subordinate for all purposes to the lien of PrimeLending.
  - The subordination of the United States' lien to the mortgage of PrimeLending's mortgage had been executed, delivered and properly recorded prior to the execution, delivery and recording of the United States' lies.
- 3. 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

3y: [ V ] (V)

MELISSA A CHIZDS

Assistant United States Attorney

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TO: DES PLAINES IL 60019