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2003-02-25 14:01:05
Cook County Recorder 30.00



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PREPARED BY:
R. Bruce Patterson
2921 Greenbriar Drive, Suite C
Springfield, Illinois 62704-6425

WHEN RECORDED MAIL TO:
R. Bruce Patterson
2921 Greenbriar Drive, Suite C
Springfield, Illinois 62704-6425

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SUBORDINATION OF MORTGAGE

As an inducement to ABN AMRO MORTGAGE to grant a loan to Richard J. Wyka and Catherine A. Wyka as herein described, and in consideration of said loan and the agreement of WYKA, LLC D/B/A EDISON PRESS the SBA borrower, and guarantors of the SBA loan to WYKA, LLC D/B/A EDISON PRESS (see attached exhibit B), the undersigned U.S. SMALL BUSINESS ADMINISTRATION, (herein referred to as "SBA"), hereby agrees to subordinate the lien of a mortgage dated April 10, 1998 and recorded in Cook County, on June 5, 1998, as document number 98472373 executed by Richard J. Wyka and Catherine A. Wyka, to secure the guarantee of the loan to WYKA, LLC D/B/A EDISON PRESS, made to the Illinois Small Business Growth Corporation as mortgagee and assigned to the SBA by an Assignment of Mortgage dated April 10, 1998 and recorded in Cook County, on June 5, 1998 as document number 98472374, to the lien of ABN AMRO MORTGAGE, established by a Mortgage, when and if taken, to secure a loan hereafter described, upon the premises legally described as follows, to wit:

SEE ATTACHED EXHIBIT A

ABN AMRO MORTGAGE agrees that this Subordination Agreement is subject to, and expressly conditioned upon, the following:

1. The loan from ABN AMRO MORTGAGE to Richard Wyka and Catherine A. Wyka to which this subordination shall apply shall be in the amount not to exceed \$184,000 for a term of not less than 6 years. ABN AMRO MORTGAGE agrees to give written notice within 30 days of any default by borrower of it's obligations under the loan and at least 60 days prior to any foreclosure.
2. The use of proceeds of such loan shall be for purposes of payoff and refinance existing mortgages with Talman Home Federal Savings and Loan and Harris Trust and Savings Bank.
3. This Subordination Agreement shall not extend to any other indebtedness from Richard Wyka and Catherine Wyka to ABN AMRO MORTGAGE now existing or hereafter created, but shall apply only to all amounts justly accruing under the terms of the note executed pursuant to the aforesaid loan. Further ABN AMRO MORTGAGE agrees that this subordination shall not apply to any prepayment penalties, late fees, default interest or other default charges, which may otherwise accrue under the provisions of the loan and mortgage including any future advances by the lender secured by the said mortgage.

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- The lien and indebtedness held by ABN AMRO MORTGAGE for the aforesaid loan shall not, without the prior written consent of the U.S. Small Business Administration, be subordinated to the lien, claim or interest of the lender or any other creditor of Richard Wyka and Catherine Wyka now or in the future. Should SBA choose to cure a default by the borrower or purchase the bank's loan or lien position because of a default ABN AMRO MORTGAGE agrees to accept payment via cash, certified funds or a U.S. Treasury check, at the option of the U.S. Small Business Administration.
- This subordination shall not remain in effect in the event the lien of ABN AMRO MORTGAGE is declared invalid as a preference in any proceeding commenced by the filing of a bankruptcy petition by or against the borrower.
- A copy of the properly executed mortgage shall be submitted to the Illinois Small Business Growth Corporation/U.S. Small Business Administration together with the written consent of the guarantors.
- A breach of any of the foregoing covenants by ABN AMRO MORTGAGE shall, at the option of the U.S. Small Business Administration, render this agreement null and void in its entirety.

Except as expressly provided herein, this agreement shall not operate or be construed to alter the priority of the SBA Security Instrument with regard to any legal or equitable interest in the property. Owner and Lender shall hold SBA harmless from any impairment of its lien (with regard to any third party) which is occasioned by this subordination.

SBA'S AGREEMENT TO SUBORDINATE ITS LIEN INTEREST TO THAT OF ABN AMRO MORTGAGE IS EXPRESSLY CONDITIONED UPON THE SBA'S BORROWER AND GUARANTORS EXECUTION OF A CONSENT TO THIS SUBORDINATION AND AGREEMENT TO ITS TERMS AND PROVISIONS. (SEE ATTACHED EXHIBIT B). THIS SUBORDINATION IS NULL AND VOID IF EXHIBIT B IS NOT DULY EXECUTED AND ATTACHED.

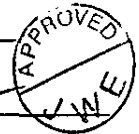
IN WITNESS WHEREOF, the SBA has executed this instrument and the ABN AMRO MORTGAGE has accepted delivery of this instrument and the conditions set forth herein as of the day and year aforesaid.

ABN AMRO Mortgage

By: _____

U.S. Small Business Administration

By: Gary A. Wamhoff
Sr. Loan Specialist



| |
|--|
| STATE OF _____)SS |
| COUNTY OF _____) |
| I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that |
| _____ of |
| personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that it was signed and delivered as a free and voluntary act for the uses and purposes therein set forth. |
| GIVEN under my hand and Notarial Seal this ____ day of _____, |
| _____ NOTARY PUBLIC |

| |
|--|
| STATE OF <u>California</u>)SS |
| COUNTY OF <u>FRESNO</u>) |
| I, <u>MARY FARMER</u> , a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that |
| <u>GARY A. Wamhoff</u> of |
| <u>U.S. SMALL BUSINESS ADMINISTRATION</u> |
| personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that it was signed and delivered as a free and voluntary act for the uses and purposes therein set forth. |
| GIVEN under my hand and Notarial Seal this <u>10th</u> day of <u>NOV</u> 2002 |
| MARY FARMER Comm. # 1221190 NOTARY PUBLIC - CALIFORNIA County of Fresno NOTARY PUBLIC My Comm. Expires May 24, 2003 |

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EXHIBIT A

LOT 165 IN STAPES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NE 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known as: 685 CUTTER LANE, ELK GROVE VILLAGE, ILLINOIS;
PIN: 07-35-206-040-0000

Property of Cook County Clerk's Office

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EXHIBIT B

CONSENT TO SUBORDINATION AND AGREEMENT TO ITS TERMS

WHEREAS, Richard Wyka and Catherine Wyka have sought a loan in the amount of \$184,000, secured by a mortgage on certain real property, from the ABN AMRO MORTGAGE; and

WHEREAS, the U.S. Small Business Administration (SBA) has been requested to subordinate its equipment lien and/or its mortgage to that of ABN AMRO MORTGAGE and that to induce the SBA to execute such a subordination it is necessary and appropriate for the borrower and guarantors of the SBA 504 loan, made by the Illinois Small Business Growth Corporation and assigned to the SBA, to evidence their written consent to the subordination and agreement with the terms thereof.

NOW THEREFORE BE IT KNOWN THAT THE UNDERSIGNED HAVE CONSENTED TO SAID SUBORDINATION AND AGREE TO ITS TERMS AND HAVE AFFIXED THEIR SIGNATURES HERETO AS EVIDENCE OF SAID CONSENT AND AGREEMENT.

 12-18-02
Catherine Wyka Date
 12-19-02
Richard Wyka Date

Wyka, LLC d/b/a Edison Press

By: _____
Title: _____
Date: _____

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