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Doc#: 0328826232 Eugene "Gene" Moore Fee: \$32.00 Cook County Recorder of Deeds Date: 10/15/2003 03:34 PM Pg: 1 of 5

#### PREPARED BY:

Cynthia C. Herring, VP Business Loan Center, Inc. Suite 604, 220 North Main Street Greenville, SC 29601

#### WHEN RECORDED MAIL TO:

Cynthia C. Herring, VP Business Lean Center, Inc. Suite 604, 220 North Main Street Greenville, SC 29601

SBA Loan # BLCCC 2002 03225

### SUBORDINATION AGREEMENT - MORTGAGE

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THIS SUBORDINATION OF MORE AGE dated 7-01-, 2003 is entered into between
Dusiness Loan Center, Inc., a Delaware corporation ("BLC"), WORLD SAVINGS ("New Senior
Mortgage Lender") and JUNAID MANIYA & SHEZADI MALIK ("Mortgagors") and
relates to that certain property located at 3 SPIR COURT, STREAMWOOD, 12. 60167
as more particularly described on Exhibit "A" attache i hereto (the "Property")
Mortgagors have granted BLC that certain Mortgage (the "Mortgage") and that certain Absolute
Assignment of Rents (the "Assignment of Rents") each dated and each
recorded on with the Recorder's Office of County,
(State) in Official Record Volume, Page: and respectively
relating to the Property.
1,0
The Mortgage and the Assignment of Rents are currently junior liens agrins, the Property.
WORLD SAUINGS ("New Senior Mortgage Lender") currently holds the first mortgage against
the Property. Mortgagors have requested WORLD SAVINGS ("New Series Mortgage
Lender") to refinance the existing first mortgage and world SAUNGE ("New Senior
Mortgage Lender") has agreed to do so and to accept a new first mortgage (the "First Mortgage")
from Borrowers as long as this Subordination Agreement is executed by BLC and Borrowers and
delivered to LUCRUD SAUINGS ("New Senior Mortgage Lender").
Now, therefore, Borrowers represent and acknowledge to BLC that Borrowers will benefit as a result
of these financial accommodations from BLC to Borrowers and acknowledges receipt of valuable
consideration for entering into this Agreement.
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**FOLLOWS:** 

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NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT HEREBY AGREE AS

SUBORDINATION. In consideration of the property and to induce world Sauras ("New Senior Mortgage Lender") to accept the First Mortgage and also in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, BLC hereby covenants and agrees with Land Sources ("New Senior Mortgage Lender") that the Mortgage and the Assignment of Rents are and shall continue to be subject and subordinate in lien to the lien of world Savings ("New Senior Mortgage Lender") under the First Mortgage recorded with the Recorder's Office of \_ County, Page (State) in Official Record Volume, extent to the 00) plus interest. Any advances, (\$ extensions, renewals and/or modification to the First Mortgage must be made with written notice to BLC and approved by ELC in writing. Prepayment penalties, if any, are expressly not subordinated by this Subordination Agreement. Failure to obtain said written approval will render this Subordination Agreement null and yold. BLC'S RIGHTS. BLC may take or emit any and all actions with respect to BLC's lien without affecting whatsoever any of BLC's rights under this Agreement. In particular, without limitation, BLC may, without notice of any kind to world Savus ("New Senior Mortgage Lender"), (a) make one or more additional se sured or unsecured foans to Borrowers; (b) repeatedly alter, compromise, renew, extend, accelerate or o her vise change the time for payment or other terms of the Mortgage or any part thereof, including arcreases and decreases of the rate of interest; extensions may be repeated and may be for longer than the original loan term; (c) release, substitute, agree not to sue or deal with any one or more of Borrowers' streties, endorsers or guarantors on any terms or manner BLC chooses; and (d) assign this Agreement in whole or in part. MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement: Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by BLC, Ectrowers and Littld Saulu at ("New Senior Mortgage Lender"). Attorneys' Fees; Expenses. Borrowers agree to pay upon demand all of BLC's corts and expenses, including attorneys' fees and BLCs legal expenses, incurred in connection with the preparation and enforcement of this Agreement. Lender may pay someone else to help enforce this Agreement and Borrowers shall pay the costs and expenses of such enforcement. Costs and expenses include BLC's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and

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such additional fees as may be directed by the court.

including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Borrowers also shall pay all court costs and

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### CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF COOK )
on July 1st, 2003, before me, JUNALD MANIYA, personally appeared and HE 1s, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized caracities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.
WITNESS my hand and official seal.
Signature (Seal) FICIAL SEAL AJAI K. AGNIHOTRI NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4/17/2004
CERTIFICATE OF ACSOQWLEDGMENT
STATE OF South Carolina )  COUNTY OF Greenville )
on Of July 2003 before me, Joson H. Thoul Bern personally appeared Cyntho C Herring personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my-hand and official seal.
Signature Jason Michael Borry (Seal)

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LOT 7 IN BLOCK 1 IN LITTLE CREEK UNIT TWO BEING A RESUBDIVISION OF OUTLOTS 4 AND 5 IN LITTLE CREEK UNIT ONE, BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID UNIT TWO, RECORDED DECEMBER 14, 1992 AS DOCUMENT NUMBER 92940467, IN COOK COUNTY, ILLINOIS.

PIN:

Property of Cook County Clark's Office 06-21-206-002-0000