

UNOFFICIAL COPY

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9841/0135 16 001 Page 1 of 3
1999-12-15 12:47:24
Cook County Recorder 25.50

When recorded return to:
Small Business Administration
Attn: S Winters
2719 North Air Fresno Drive,
Suite 107, Fresno, CA 93727



09166080

Loan Name: O'Donnell
Loan No.: 1696084010

**SUBORDINATION
AGREEMENT**



This document is dated, for reference, November 19, 1999. As an inducement to Acumen Mortgage Group, Inc. ("Lender") to grant a loan to The Vincent O'Donnell Living Trust ("Borrower"), and in consideration thereof, the United States Small Business Administration, an agency duly created under and by virtue of an Act of Congress, having its principal office in Washington, D.C., and a Commercial Loan Servicing Center at 2719 North Air Fresno Drive, Suite 107, Fresno, California 93727 ("SBA"), agrees to subordinate the lien of its mortgage dated February 1, 1998 and recorded in the County of Cook, State of Illinois, on February 9, 1998, as Document No. 98 105265 ("SBA Security Instrument") to the mortgage lien of Lender ("Lender Security Instrument"), when and if taken, to secure a loan hereafter described, upon the premises described in the SBA Security Instrument.

Conditions

(1) The loan from Lender to Borrower, to which this subordination shall apply shall be in the amount not to exceed \$140,000.

(2) This subordination shall not extend to any other indebtedness from Lender to Borrower 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. Lender will not make any additional advances under the Lender Security Instrument except such disbursements which become necessary to protect its security interest and for which Borrower is liable under Lender's loan documents. Any lien upon the property securing repayment of additional advances or monies due as a result of a default interest rate shall be subordinate to the lien of the SBA Security Instrument.

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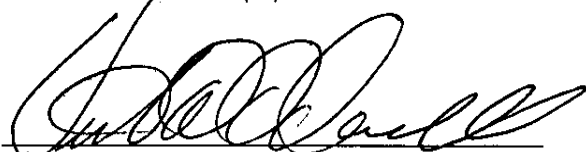
(3) The lien and indebtedness held by Lender for the aforesaid loan, and subordinated to by SBA herein, shall not, without the prior written consent of SBA, be subordinated to the lien, claim or interest of any other creditor of Borrower now or in the future.

(4) 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.

(5) All proceeds of Lender's loan shall be applied to satisfy debt secured by a lien (s) presently superior to the lien of the SBA Security Instrument, the following described uses, if any, plus customary closing costs. Any other use of proceeds not described herein shall void this agreement. [Fill in code for specific authorized uses, in any].

(6) A default in the obligation secured by Lender's Security Instrument may be cured (including purchase of the property at or prior to foreclosure) by the SBA via cash, certified funds or a United States Treasury check, at SBA's option. SBA shall not be subject to any default provision in Lender's Security Instrument or related loan documents, including, but not limited to, an increased rate of interest. Lender shall provide notice to SBA of any default by Owner under the terms of the Lender's Security Instrument within 30 days of such default.

(7) A breach of any of the foregoing covenants and conditions by Borrower and/or Lender shall, at the option of SBA, render this agreement void in its entirety. This subordination agreement is also void if not duly executed by Owner, Lender, SBA, the SBA Borrower(s) and all Guarantors of the SBA loan.



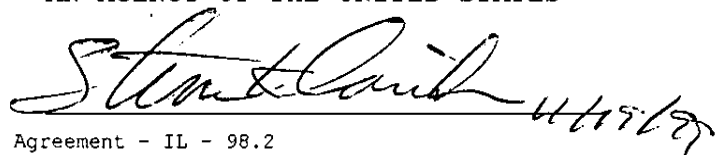
Vincent O'Donnell, Trustee of Borrower

LENDER



ADMINISTRATOR, UNITED STATES
SMALL BUSINESS ADMINISTRATION
AN AGENCY OF THE UNITED STATES

By: _____



O'Donnell 4010 JWE 11/19/99 8:54 AM Subordination Agreement - IL - 98.2

STEVEN K. DAVIDSON

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(All signatures must be acknowledged)

State of California
County of Fresno

On Nov 19, 1999 before me, Lupe Marie Zamora a Notary Public, personally appeared Steven B. Davidson, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Signature Lupe Marie Zamora

