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1411350147

When Recorded Return To:
SomerCor 504, Inc.
Attn: Servicing Dept.
601 S. LaSalle Street -Suite 510
Chicago, IL 60605

Doc#: 1411350147 **Fee:** \$70.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/23/2014 08:35 AM Pg: 1 of 17

Loan Name: **PWHZ, Inc.**

Loan No.: **36232950-08**
ML #2036

Space above line for recorder

SUBORDINATION AGREEMENT

THIS AGREEMENT is dated for reference March 24, 2014 and is between PWHZ, INC., owner of the land described in the Mortgage referenced below ("Owner"), SIGNATURE BANK ("Lender") and the SMALL BUSINESS ADMINISTRATION, an agency duly created under and by virtue of an Act of Congress, having its principal office in Washington, in the District of Columbia, and a Commercial Loan Servicing Center at 801 R Street, Suite 101, Fresno, California 93721 (herein after called "SBA").

SBA is the present holder and beneficiary of the/those certain Mortgage(s) dated October 22, 2009 and recorded November 6, 2009 as Document Number 0931031118, to secure a Note or Notes in the sum of \$446,000.00 and assigned by SomerCor 504, Inc. to the SBA pursuant to an Assignment of Mortgage recorded as Document Number 0931031119 ("SBA Mortgage(s)"), its Third Party Lender Agreement to SomerCor 504, Inc. dated September 8, 2009 and recorded November 9, 2009 as Document Number 09293333051 ("SBA Third Party Lender Agreement"), and its Memorandum of Collateral Assignment of Rents and Reassignment of Lease and Rents to SomerCor 504, Inc. dated October 22, 2009 and recorded November 6, 2009 as Document Number 0931031121 ("SBA Assignment of Lease and Rents"). The SBA Mortgage(s), SBA Third Party Lender Agreement, and SBA Assignment of Leases and Rents shall be collectively called the "SBA Security Instrument". The SBA Mortgage(s), SBA Third Party Lender Agreement, and SBA Assignment of Leases and Rents was/were recorded with Cook County, Illinois Official Records.

Owner has also executed, or is about to execute, a deed of trust or mortgage securing a note in a sum not to exceed \$450,000 dated APRIL 10, 2014, in favor of SIGNATURE BANK ("Lender's Security Instrument"). Lender's Security Instrument shall be recorded concurrently with this Subordination.

As a condition precedent to Lender's new loan, the SBA Security Instrument must be subordinated to the Lender's Security Instrument. SBA is willing to subordinate the lien(s) of the SBA Security Instrument provided it retains its lien priority with regard to all other legal or

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equitable interests in the property.

In consideration of the mutual benefits to the parties and to induce Lender to make a loan to Owner, it is hereby agreed as follows:

- (1) Lender's Security Instrument and any renewals or extensions thereof, shall be a lien on the property prior to the lien of the SBA Security Instrument.
- (2) Lender would not make its loan without this Subordination Agreement.
- (3) 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 interests 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.
- (4) All proceeds of Lender's loan, if a refinance, 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.
- (5) SBA's agreement to subordinate its lien interest to that of the Lender is expressly conditioned upon Lender's Owner's and Guarantor's execution of this subordination agreement. This Subordination Agreement is null and void if not duly executed by the foregoing parties.
- (6) Compliance with 504 Loan Program Requirements. Lender confirms that the note evidencing the Lender Loan, any lien instruments securing the Lender Loan, and all other documents executed in connection with the Lender Loan ("Lender's Loan Documents") (a) have no open-ended features and allow reasonable future advances only for the costs of collection the obligor is liable for under the Lender's Loan Documents, maintaining collateral, and/or protecting the lien(s) securing the Lender Loan, (b) are not cross collateralized with any other financing now or hereafter to be provided by Lender, (c) have no early call features, (d) are not payable on demand unless the Lender Loan is in default, (e) have a term that at least equals, and do not require a balloon payment prior to, the term of the previous Third Party Lender Loan unless SBA has approved a shorter term, (f) have a reasonable interest rate that does not, and will not, exceed the maximum interest rate for a Third Party Loan as published by SBA and in effect as of the date of this Agreement, and (g) do not establish a preference in favor of Lender, as compared to CDC and SBA, related to making, servicing, or liquidating the Lender Loan (including but not limited to, with respect to repayment, collateral, guarantees, control, maintenance of a compensating balance, purchase of a certificate of deposit, or acceptance of a separate or companion loan) other than Lender's senior lien position(s) on the Collateral. Lender agrees that if Lender's Loan Documents or any provision therein does not comply with these requirements, then Lender waives its right to enforce any such non-complying document or provision unless Lender has obtained the prior written consent of CDC

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and/or SBA permitting such enforcement.

- (7) Subordination of Default Charges. "Default Charges" mean any prepayment penalties, fees, or charges incurred in prepaying the Lender Loan, in whole or in part, prior to the stated maturity; any late fees or charges due in connection with the Lender Loan; any escalated, increased, or default interest charged in excess of the rate of interest in Lender's note absent a default, event of default, or other delinquency; and any other default charges, penalties, or fees of any nature whatsoever due because of a default, event of default, or other delinquency in connection with the Lender Loan. Lender hereby subordinates the collection of any Default Charges to the collection by CDC and/or SBA of the 504 Loan and, to the extent that Lender's Loan Documents secure any Default Charges, Lender hereby subordinates such lien(s) to the lien(s) securing the 504 Loan.
- (8) Notice of Default Under the Lender Loan. If any default, event of default or delinquency, upon which Lender intends to take action, occurs under the Lender's Loan Documents, then Lender agrees to give CDC and SBA written notice of such default, event of default or delinquency and the opportunity to cure the default, event of default, or delinquency and bring the Lender Loan current or to purchase Lender's note, provided that the amount to bring the Lender Loan current or to purchase Lender's note will be net of all amounts attributable to Default Charges. Lender further agrees that if Lender receives from CDC or SBA any amounts attributable to Default Charges, then Lender will immediately remit such amounts to SBA. Notice hereunder must be given within thirty (30) days after the default, event of default or delinquency upon which Lender intends to take action and at least sixty (60) days prior to the date of any proposed sale of Collateral and Lender will not sell all or any portion of the Collateral without giving CDC and the SBA such notice. A default in the obligation secured by the Lender's Mortgage may be cured (including purchase of the property at foreclosure sale) by the SBA via cash, certified funds, or a United States Treasury check, at the option of the SBA. Notice under this Agreement shall be deemed to have been given when sent by certified or registered mail, return receipt requested, addressed, as the case may be, to SomerCor 504, Inc., Suite 510, Chicago, IL 60605, Attention: Servicing, and also to the SBA at 801 R Street, Suite 101, Fresno, California 93727-2365.
- (9) Collection and Liquidation. In the event that either the Lender Loan or the 504 Loan is declared in default; Lender, CDC and SBA agree to cooperate in liquidating and/or selling the Collateral. Lender agrees (a) to accept cash, certified funds or a U.S. Treasury check(s) in connection with any purchase of Lender's note or any foreclosure or liquidation bid by CDC or SBA; (b) to provide CDC and SBA with the loan payment status, loan payment history, and an itemized payoff statement of the Lender Loan; (c) to provide CDC and SBA with copies of any appraisals, environmental investigations, or title examinations or searches of the Collateral conducted by or for Lender; and (d) to provide any other information about Borrower or the Lender Loan requested by CDC and/or SBA in writing.
- (10) No Implied Third Party Beneficiaries. Except to the extent stated in this

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Agreement, this Agreement does not modify or affect otherwise any other agreement that either party may have with third parties, including but not limited to, Borrower. This Agreement also does not grant any right, benefit, priority, or interest to any third parties, including but not limited to, Borrower.

(11) Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective parties to this Agreement and their respective heirs, successors and assigns, including any party acquiring the Lender Loan or Lender's Loan Documents by sale, assignment, or other transfer.

(12) Federal Law. When SBA is the holder of the note evidencing the 504 Loan, this Agreement and all documents evidencing or securing the 504 Loan will be construed in accordance with federal law. CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax, or liability. No Borrower or guarantor of the 504 Loan may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to the 504 Loan.

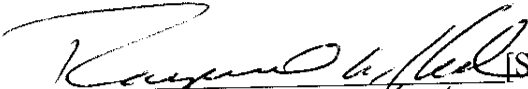
(13) Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

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U.S. SMALL BUSINESS ADMINISTRATION

By:  [SEAL]
 Name: Raymond A. Kulina
 Title: SLS

Property of Cook County Notary Public's Office

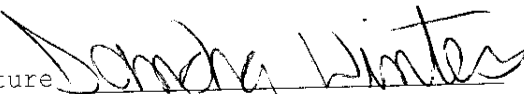
ACKNOWLEDGMENT FOR U.S. SMALL BUSINESS ADMINISTRATION

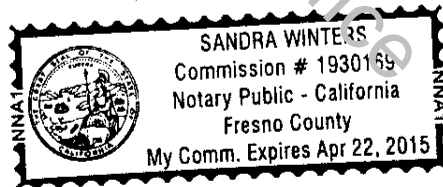
State of California)
)
 County of Fresno)

On MAR 24 2014 before me, Sandra Winters, a Notary Public, personally appeared Raymond A. Kulina, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature 



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Lender:

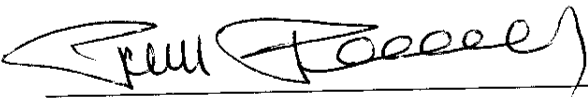
SIGNATURE BANK

Signature: 
 Printed Name: Bryan Duncan
 Title: Executive Vice President

The undersigned Guarantor(s)/Borrower(s) hereby consent to all terms above and acknowledge their liability for the above referenced SBA loan is in no manner diminished by this agreement.

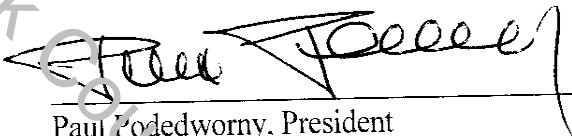
Borrower:

PWHZ, Inc.

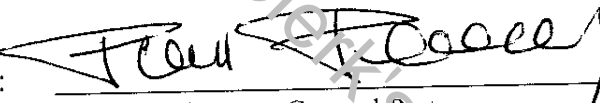
By: 
 Paul Podedworny, President

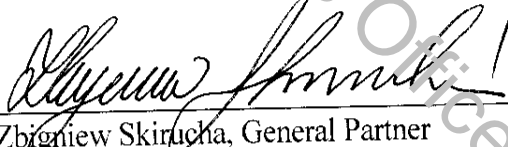
Guarantors:

ERA Industries, Inc.

By: 
 Paul Podedworny, President

Pacific Leasing Association

By: 
 Paul Podedworny, General Partner


By: 
 Zbigniew Skirucha, General Partner

By: _____
 Wesley Michalczyk, General Partner

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Lender:

SIGNATURE BANK

Signature: 
 Printed Name: _____
 Title: _____

The undersigned Guarantor(s)/Borrower(s) hereby consent to all terms above and acknowledge their liability for the above referenced SBA loan is in no manner diminished by this agreement.

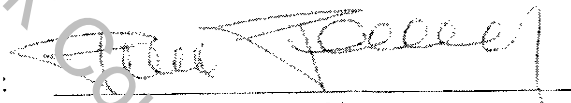
Borrower:

PWHZ, Inc.

By: 
 Paul Podedworny, President

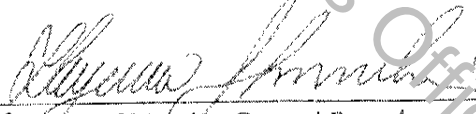
Guarantors:

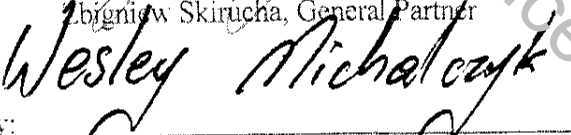
ER Industries, Inc.

By: 
 Paul Podedworny, President

Pacific Leasing Association

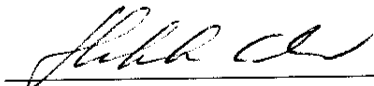
By: 
 Paul Podedworny, General Partner

By: 
 Zbigniew Skirucha, General Partner

By: 
 Wesley Michalczyk, General Partner

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Huburt J. Bienewski

By: 
Huburt J. Bienewski, INDIVIDUALLY

Paul Podedworny

By: 
Paul Podedworny, INDIVIDUALLY

Zbigniew Skirucha

By: 
Zbigniew Skirucha, INDIVIDUALLY


Wesley Michalczyk

By: _____
Wesley Michalczyk, INDIVIDUALLY

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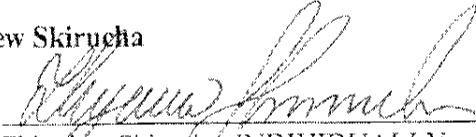
Huburt J. Bienewski

By: 
Huburt J. Bienewski, INDIVIDUALLY

Paul Podedworny

By: 
Paul Podedworny, INDIVIDUALLY

Zbigniew Skirucha

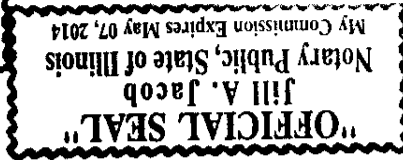
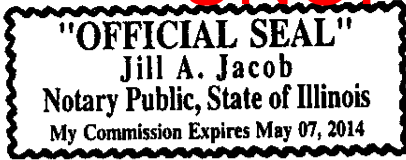
By: 
Zbigniew Skirucha, INDIVIDUALLY

Wesley Michalczyk

By: 
Wesley Michalczyk, INDIVIDUALLY

Property of Cook County Clerk's Office

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(State of Illinois)

(County of Cook)

On APRIL 10, 2014 before me, JILL A. JACOB, a Notary Public, personally appeared **SIGNATURE BANK** BRYAN D. DUNCAN its EXECUTIVE VICE PRESIDENT who 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.

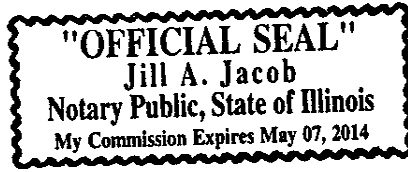
I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jill A. Jacob

Property of Cook County Clerk's Office

UNOFFICIAL COPY



(State of Illinois)

(County of Cook)

On APRIL 10, 2014 before me, Jill A. JACOB, a Notary Public, personally appeared **PWHZ, Inc., Paul Podedworny, President**, who 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.

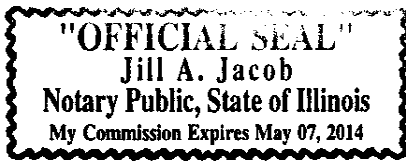
I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Jill A. Jacob*

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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(State of Illinois)

(County of Cook)

On APRIL 10, 2014 before me, Jill A. Jacob, a Notary Public, personally appeared **ERA Industries, Inc., Paul Podedworny, President**, who 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.

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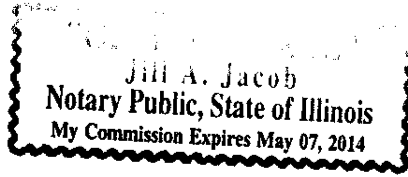
Signature Jill A. Jacob

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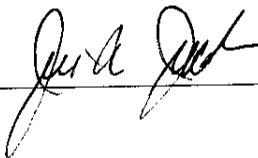
(County of Cook)



On APRIL 10, 2014 before me, JILL A. JACOB, a Notary Public, personally appeared **Pacific Leasing Association, Paul Podedworny, General Partner, Zbigniew Skirucha, General Partner, & Wesley Michalczyk, General Partner**, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

Property of Cook County Clerk's Office

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(State of Illinois)

(County of Cook)



On April 10, 2014 before me, Jill A. JACOB, a Notary Public, personally appeared **Huburt J. Bienewski, INDIVIDUALLY**, who 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.

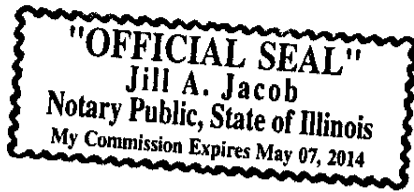
I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Jill A. Jacob*

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(State of Illinois)

(County of Cook)

On APRIL 10, 2014 before me, JILL A. JACOB, a Notary Public, personally appeared **Paul Podedworny, INDIVIDUALLY**, who 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.

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Signature Jill A. Jacob

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(State of Illinois)

(County of Cook)

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I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

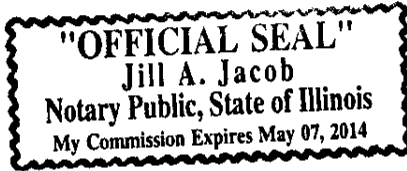
Signature Jill A. Jacob

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(State of Illinois)

(County of Cook)



On APRIL 10, 2014 before me, Jill A. JACOB, a Notary Public, personally appeared **Wesley Michalczyk, INDIVIDUALLY**, who 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.

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WITNESS my hand and official seal.

Signature *Jill A. Jacob*

Property of Cook County Clerk's Office