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SBA LOAN NUMBER

DLH 281795 30 06 BHAM

STATE OF ILLINOIS COUNTY OF COOK

#### SUBORDINATION AGREEMENT

This Agreement made and entered into the  $5^{10}$ , by and between the Small product day of march , by and between the Small Business Administration, an Agency of the United States of America, P. O. BOX 11696, BIRMINGHAM, ALABAMA 35202-1696 the subordinating lender ("SBA") and TALMAN HOME MORTGAGE CORP., concerning LEONARD DCM7ALSKI, JR. AND MARY DOMZALSKI (the "Borrower").

WHEREAS, the SBA is the owner and holder of a note from the borrower dated JANUARY 6, 1987 is the principal amount of \$13,000.00, the repayment of which is secured by a MCRTGAGE, and the property described therein, filed of record at Instrument No. 37-022891 COOK County, ILLINOIS records; and

WHEREAS, BANK proposes to make a loan to the Borrower in the principal amount of SIKTY-ONE THOUSAND AND NO/100 Dollars (\$61,000.00); and

WHEREAS, BANK has agreed to make said loan to the Borrower provided its security interest, evidenced by note and MORTGAGE, shall be superior to the lien, right, title and interest of the SBA with respect to the property, and the SBA is willing to subordinate its interest to that of the BANK on the terms and conditions provided here inbelow.

NOW THEREFORE, in consideration of the within premises and ten dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties contract, coven int and agree as follows:

- The SBA shall cause, and does hereby cause, its security interest in the above described property to be subject and subordinate to the security interest of the BANK in an amount not to exceed the principal sum of SIXTY-ONE THOUSAND AND NO/100 Dollars (\$61,000.00) together with all earned interest, any advances to pay ad valorem property taxes, insurarce, or to repair, maintain, or preserve the improvements to the property, and the cost of collection (including attorney's fees). It is further provided that any reduction in the principal amount of the loan subordinated hereto by the SBA, shall constitute a commensurate reduction in this subordination to the extent that the subordination applies to the principal amount of the land made by the BANK. SAID MORTGAGE RECORDED 4-/-87 AS DOCUMENT # ST17/02
- BANK agrees that it shall not accelerate the maturity of the Borrower's note or to initiate any proceedings against the Borrower to foreclose under its MORTGAGE without first furnishing the SBA with a cuplicate copy of the notice of default and acceleration, and further agrees to give the SBA thirty (30) days notice, from date of acceleration, to cure such defaults.
- In no event shall BANK amend or modify its note and MORTGAGE, subordinated hereto by the SBA, without the prior written consent of the SBA.

control #2254-1366

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- 4. Any notice required or provided herein shall be in writing and sent by certified mail to the attention of the Supervisory Loan Specialist, Servicing Division, Small Business Administration.
- 5. This instrument shall expire and become null and void upon payment in full of the aforementioned Note from Borrower to SBA.
- 6. This agreement is expressly limited in application to the loan herein described, and priority is retained as against all other instruments or liens. The MORTGAGE held and owned by the SBA shall remain otherwise in full force and effect.
- 7. This subordination agreement shall supersede and cancel all previous subordinations concerning the above described loans unless otherwise provided herein.

WITNESS the hand and seal of the undersigned the day and year first above written.

$\sim$	SMALL BUSINESS ADMINISTRATION
Witness	
witness	By: AA N ) M
100	DISASTER BRANCH MANAGER
Witness	Area 2 - Disaster Assistance
STATE OF GEORGIA	
22 (	
COUNTY OF FULTON	
The undersigned, all	Wolary Public in and for said County, in the
State aforesaid, do hereby co	
personally known to me to be	the rame person whose name is subscribed in the
foregoing instrument as Brand	ch Marager, Small Business Administration,
appeared before me in person	, and acknowledged that he, being duly authorized,
	nstrument as the free and voluntary act for the
uses and purposes therein sel	
GIVEN under my hand	and notarial seal, this 5 day of Morell,
1987.	
	Leon F. Brock
	Notary Public
	Notary To Tec
Notary Put	silc, Dekalb County, Georgia
My Commission Expires: My Commis	SSION EXPINES July 14. 1930
	7,
	0.

LOT 31 (EXCEPT THE EAST 18 FEET THEREOF) AND THE EAST 10 FEET OF LOT 30 IN BLOCK 1 IN A. T. MC INTOSH COMPANY'S DES PLAINES HEIGHT. A SUBDIVISION IN BLOCK 10 IN NORRIS PARK A SUBDIVISION OF THE NORTH PART (EAST OF RAILROAD) OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART LYING EAST OF THE RAILROAD AND SOUTH OF NORRIE PARK AFORESAID OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART WEST OF DES PLAINES ROAD OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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