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SBA LOAN NUMBER

DLH 61296930-00

STATE OF GEORGIA)

COUNTY OF FULTON)

DEPT-01 RECORDING \$23.50
T47777 TRAH 2115 06/01/94 14:46:00
#1343 : DW *-94-488367
COOK COUNTY RECORDER

SUBORDINATION AGREEMENT

This Agreement made and entered into the 14th day of June, 19 94, by and between the Small Business Administration, an Agency of the United States of America, POST OFFICE BOX 12247, BIRMINGHAM, ALABAMA 35202-2247 the subordinating lender ("SBA") and INDEPENDENCE ONE MORTGAGE CORPORATION 23800 NORTH WESTERN HIGHWAY, SOUTHFIELD, MICHIGAN 48086 (BANK), concerning RONNIE PITTMAN AND DEBBIE PITTMAN (the "Borrower").

WHEREAS, the SBA is the owner and holder of a note from the borrower dated DECEMBER 23, 1993 in the principal amount of \$22,900.00, the repayment of which is secured by a MORTGAGE, and the property described therein, filed of record at Instrument Number: 94-145931 of MORTGAGE, COOK County, ILLINOIS records; and

WHEREAS, BANK proposes to make a loan to the Borrower in the principal amount of FORTY FIVE THOUSAND AND NO/100 Dollars (\$45,000.00); 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 hereinbelow.

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, covenants and agree as follows:

1. 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 FORTY FIVE THOUSAND AND NO/100 Dollars (\$45,000.00), with interest at Seven and One-half percent (7.5%), with monthly payments at approximately FIVE HUNDRED SIXTEEN AND NO/100 Dollars (\$516.00) and a Maturity Rate of Fifteen (15) years; together with all earned interest, any advances to pay ad valorem property taxes, insurance, 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 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 loan made by the BANK.

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2. 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 duplicate 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.

3. 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.

4. Any notice required or provided herein shall be in writing and sent by certified mail to the attention of 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.

IN WITNESS WHEREOF, the Administrator of the Small Business Administration has caused these presents to be executed by its duly authorized Attorney/Advisor, by Delegation of Authority, No. 12D, Revision 3, Redlegation of Disaster Assistance, published in The Federal Register, Vol. 58, No. 206, Page 57891, October 27, 1993 at Atlanta, Georgia the day and year first above written.

Small Business Administration

Robert P. Alexander
Robert P. Alexander
Attorney/Advisor
Area 2 - Disaster Assistance

COUNTY OF DeKalb)

STATE OF GEORGIA)

I, LENA M. TRAVIS, a notary public in and for said county and state, do hereby certify that Robert P. Alexander, Attorney/Advisor, personally appeared before me this day and acknowledged the due execution by himself of the foregoing instrument. Witness my hand and notarial seal this the 3rd day of May, 19 94.

Lena M. Travis
Notary Public

My Commission expires: Notary Public, DeKalb County, Georgia
My Commission Expires Feb. 22, 1997

Control Number: 2662-05253

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