SUBORDINATION AGREEMENT

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This Subordination Agreement dated this day of Colord 12 1995 is among SMALL BUSINESS ADMINISTRATION ("SBA"), an agency of the United States Government, with offices at 500 West Madison Street, Suite 1250, Chicago, Illinois, 60661, NBD MORTGAGE COMPANY ("2-BOMC"), 2000 South Naperville Road, Wheaton, Illinois, 60187-8144, and GREATER METROPOLITAN CHICAGO DEVELOPMENT CORPORATION ("GMCDC"), 900 Skokie Boulevard, Suite 104, Northbrook, Illinois, 60062-4012.

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WHEREAS, GMCDC has made a loan to Astro Tool Co. originally in the amount of \$373,000 which has a current principal balance in the amount of \$2.76, 2.71 (1.71)

WHEREAS, said loan's secured by the personal guaranty of William Kleiner, which guaranty is collateralized by a real estate mortgage in the amount of \$373,000 on the residence of William J. and Leslie A. Kleiner located at the commonly known as 252 Woburn Lane, Schaumburg, Illinois (the "Residence"), which mortgage is dated August 7, 1986, and recorded August 15, 1986, in Cook County Records as Document No. <u>86-357700</u>, and which mortgage was assigned by GMCDC to Sidic on August 15, 1986 (herein called the "SBA Mortgage"); and

WHEREAS, William J. and Leslie A. Kleiner vool to refinance a certain existing first mortgage with NBDMC; and

WHEREAS; as a condition to NBDMC's refinancing certain iouns to William J. and Leslie A. Kleiner, NBDMC requires that the mortgage scouring its loan be a first priority lien on the Residence;

WHEREAS, SBA and GMCDC have agreed, subject to the terms and conditions hereof, to subordinate the lien of the SBA Mortgage to the lien of the NBDMC Mortgage to be granted on the Residence.

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NOW, THEREFORE, as an inducement to NBDMC to grant the first mortgage loan hereinafter described to William J. and Leslie A. Kleiner, and in consideration thereof, the parties hereto agree as follows::

1. The undersigned SBA, as secured lender to Astro, and GMCDC as assignor to SBA, hereby agree to subordinate the lien of the SBA Mortgage dated August 7, 1986, and recorded with the Recorder of Cook County on August 15, 1986, as Document No. 86-357700, to the mortgage and lien of NBDMC, when and if taken, to secure a loan hereinafter described (the "NBDMC Mortgage"), upon the Residence owned by William J. and Leslie A. Kleiner, commonly known as 252 Woburn Lane, Schaumburg, Illinois, and more fully described as:

LOT 7 IN LEXINGTON FIELDS SOUTH, BEING A SUBDIVISION IN THE NORTHWEST 1/4 AND THE NORTHEAST 1/2 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 10, EAST /# THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 22, 1977, AS DOCUMENT NO. 24206280, IN COOK COUNTY, ILLINGIS.

Permanent Index No. 07-24-105-607

- 2. This Subordination Agreement shall be effective when duly executed by and notarized with respect to NBDMC, SBA, CMCDC, and by William J. Kleiner and Robert J. Klehr, as guarantors of the SGA loan, which execution shall evidence the consent of such guarantors.
- 3. NBDMC agrees that the principal amount of the loan from NBDMC to William J. and Leslie A. Kleiner shall not exceed \$154,900 and the loan shall have a term of fifteen (15) years (the "NBDMC Loan"). The purpose of the NBDMC Loan is to refinance in full the existing first mortgage of \$153,144 and \$1,756 of legal costs for a total of \$154,900.
- 4. This subordination shall not extend to any other indebtedness of William J. and Leslie A. Kleiner to NBDMC, now existing or hereafter created, but shall apply only to all amounts justly accruing under the terms of the note evidencing the NBDMC Loan and secured by the NBDMC Mortgage.

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UNOFFICIAL COPY

- 5. The NBDMC Mortgage shall not, without the prior written consent of the SBA, be subordinated to the lien, claim or interest of any other creditor of William J. and Leslie A. Kleiner, now or in the future.
- 6. A breach of the foregoing covenants by NBDMC shall, at the option of the SBA, render this agreement null and void in its entirety.
- 7. A copy of the recorded NBDMC Mortgage shall be submitted to the SEA and GMCDC.
- P. This subordination shall not remain in effect in the event the lien of the NBDMC Mortgage is declared invalid as a preference in any proceeding commenced by the filing of a bankruptcy petition by or against William I. and Leslie A. Kleiner.
- Upon execution of this Subordination Agreement, the parties hereto acknowledge and agree that the hen positions of NBDMC, GMCDC and SBA shall be as follows: (a) NBOMC Mortgage securing \$154,900 home mortgage shall have first priority; (b) SBA Mortgage securing the guaranty in the original amount of \$373,000 shall have second priority; and (c) NBD Bank mortgage securing a personal guaranty in the amount of \$275,000 shall have third priority.

The covenants and conditions contained herein shall be binding upon and inure to the benefit of the successors and assigns of the parties thereto.

By AUCH BY SMALL BUSINESS ADMINISTRATION

By AUCH BY A

ns President

The undersigned guarantors hereby consent to the foregoing subordination.

William J. Kleiner

Rőbert J Klehr, Jr

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Amy I rule of the 180 sixe Mile of Greater Metropolitan Chicago Development Corporation, personally known to me to be the same person whose name is subscribed to the foregoing increment, appeared before me this day in person and acknowledged to me that he sugged and delivered said instrument as his own free and voluntary act and the free and voluntary act of said organization, for the uses and purposes therein set forth.

| M. 4. (1. 1995. | official seal this // til day of |
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| Notacy Pub. My Coromi | lic ssion Expires $\mathcal{I} - \mathcal{R} \mathcal{I} \mathcal{I}$ |
| STATE OF ILLINOIS | 40. |
| COUNTY OF COOK | |
| I the understoned a Nota | ry Public in and for said County and |

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said ounty and State, do hereby certify that ROBERT C. KLEHR, JR. and WILLIAM J. KLEINER, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they signed and delivered said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official scal this 30th day of ans. 1995.

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STATE OF ILLINOIS

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| | I, the undersigned, a Notary Public in and for said County and |
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| | State, do hereby certify that |
| | of the Small Business Administration. |
| | personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said organization, for the use and purposes therein set forth. |
| | Given under my hand and official seal this day of 1995 |
| Cora Ra | CIAL SEAL" Indolph-McGee |
| MANAGEM | Notar, Public My Compaission Expires |
| | |

STATE OF ILLINOIS

COUNTY OF COOK

Given under my hand and official seal this 3th day of CE1CEL

Notary Public
My Commission Expires 11110196

Drafted by and when recorded return to: NBD Mortgage Company 2000 South Napervil'e Road Wheaton, Illinois 60: 87-8144 OFFICIAL SEAL LISA M. HUNDRIESER NOTARY PUBL 1: GTATE OF FLINOIS UF COUNTRIES EXPRESS 1140 NO.

STREET ADDRESS (05% WORDER LANE

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COUNTY

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