SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument was prepared by:

REal Estate Attorney BALTIMORE MD

MULTIFAMILY MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (Security for Construction Loan Agreement)

THIS MORTGAGE (he ein "Instrument") is made this7	lay of December
19.87 between the Mortga, or/Grantor, Jiffy Lube International a Maryland Corporation	Of Maryland, Inc.
whose address is 7008 Security Boulevard, Baltimore, Maryland	21207
(herein "Borrower"), and the Morragee, Loyola Rederal Sayings an	d Loan Association
	es Street, Baltimore,
Maryland 21201 WHEREAS, Borrower is indebted to Lender in the principal sum of FOUR	hundred Forty Three
thousand Two hundred Fifty and 00/100 (\$443,250,00)	Dollars, which indebtedness is
evidenced by Borrower's note datedPecember 71987	(herein "Note"), providing for
monthly installments of principal and interest, with the balance of the indebt	tedness, if not sooner paid, due and
payable or in accordance with the terms of the Note;	
To Secure to Lender (a) the repayment of the indebtedness evidenced by all renewals, extensions and modifications thereof: (b) the renovment of any fi	

* Delete bracketed material if not completed.

*Master Note

LEGAL DESCRIPTION

Lots 221 to 224 both inclusive in Berwyn Gardens, a subdivision of the South 1271.3 feet of the South West 1/4 of Section 19, Township 39 Worth, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

-ILLINOIS-Multifamily-1/77-FNMA/FHLMC Uniform Instrument

Form 4014

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(page 1 of 8 pages)

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Openy of Coop County Clerk's TOGETHER with all buildings, improvements, and tenements now or hereafter erected on the property, and all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock apportenant to the property, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants, and None

all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Instrument; and all of the foregoing, together with said property (or the leasehold estate in the event this Instrument is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfulty seised of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property (and, if this Instrument is on a leasehold, that the ground lease is in full force and effect without modification except as noted above and without default on the part of either lessor or lessee thereunder), that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

(page 2 of 8 pages)

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any prepayment and late charges provided in the Note and all other sums secured by this Instrument.

S. FUNDS POR TAKES, TOWNING AND STREET CHARGES. Subject to applicable law or to a written waiter by London Borrower shall payed bender on the day monthly introllements of principal or interest are payable under the blote (as an another day designated in writing by Lender), until the Note is paid in full, a sum (herein "Funds") equal to one twolfth of (a) the yearly water and sever rates and taxes and assessment which may be levied on the Property, (b) the yearly ground rents, if any, (a) the yearly premium installments for fire and other incurance severing the Property as Landon may require pursuant to paragraph 5 hereof, (d) the yearly premium installments for mortgage instruments supply and from time to time by Lendon on the batic of assessments and bills and reasonable estimates thereof. Any waiver by Lendon of a requirement that Bossower pay such Sunds may be sevolted by Lendon in Lender's sole discretion, at any time upon notice in writing to Borrower. Lendon with Bossower pay such Funds may be sevolted by Lendon in Lender's sole discretion, at any time upon notice in writing to Borrower. Lendon with Bossower or the Property which Lendon shall reasonably deem necessary to Protect Lender's interests (herein "Other Impositions"). Unless otherwise provided by applicable law, Lendon may require Funds for Other Impositions to be paid by Borrower in a lump our or in periodic intellments, at Lendon's option.

The Funds shall be held in an institution(s) the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including bender if Lender is such an institution). Lender shall apply the Funds to pay said rates rents taxes, assessments, insurance promiums and Other Impositions to long as Borrower is not in breach of any sevenant or agreement of Borrower in this Instrument. Lender shall make no charge for so holding and applying the Funds, analyzing said security for satisfying and compiling said assessments and hills, uplas Lander pays. Borrower and hills, uplas Lander pays writing at the time of execution of this Instrument that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law-ray to a interest, extenings or profits to be paid. Lender shall be required to pay Borrower any interest, extenings or profits on the Funds. Lender shall rays to Borrower, without charge, an annual accounting of the Funds in Lender's normal format showing credits and debits to the Funds and the party. For which each debit to the Funds was made. The Funds are pledged as additional security for the sums account his

If the amount of the Art hald by Londor of the annual assuming thereof shall entered the amount deemed necessary by Londor to provide for the payment of the end sewer rates, tenes, assessments, insurance premiums, seats and Other Impositions, as they fell due, such enteres shall be credited to Borrow as the sent monthly installment or installment of Funds due. If at any time the amount of the Funds held by Londor shall be less than the amount of small necessary by Londor to pay water and cover rates, tance, assessments, insurance premiums, rents and Other Impositions as they fell due, By water shall pay to London any amount necessary to make up the deficiency within thirty days after notice from London to Borrower requesting payme, thereof.

Upon Bottower's breach of any covenant of Bottower in this Instrument. Lender may apply in any amount and in any order as Lender shell determine in Lender's sole discretion. By Tunde held by Lender at the time of application (i) to pay takes, read, later, assessments, incurence premiums and Other Impositions which the notion will be made the become due, or (ii) us a credit against sums secured by this Instrument. Upon payment in full of all sums recursed by this In a man lender theil promptly refund to Bottower say Funds held by Lender.

- 3. APPLICATION OF PAYMENTS. Unless applicable [w] rovides otherwise, all payments received by Lender from Borrower under the Note or this Instrument shall be applied by Lender in the following order of priority: (i) amounts payable to Lender by Borrower under paragraph 2 hereof; (ii) interest payable on the Note; (iii) principal of the Note; (iv) interest payable on advances made pursuant to paragraph 8 hereof; (vi) principal of advances made pursuant to paragraph 8 hereof; (vi) interest payable on any Future Advance, provided that if more than one Future Advance is outstanding, Lender may apply payments received among the amounts of interest payable on the Future Advances in such order as Lender, in Lender's sole discretion, may determine; (vii) principal of any Future Advance, provided that if more than one Future Advance is cutstanding, Lender may apply payments received among the principal of the Future Advances in such order as Lender, in Lender's sole discretion, may determine; and (viii) any other sums secured by this Instrument in such order as Lender, at Lender's option, may determine; provided, however, that Lender may, at Lender's option, apply any sums payable pursuant to paragraph 8 hereof prior to interest on and principal of the Note, but such application shall not otherwise affect the order of priority of at plication specified in this paragraph 3.
- 4. CHARGES; LIENS. Borrower shall pay all water and sewer rates, rents, taxes, a restments, premiums, and Other Impositions attributable to the Property at Lender's option in the manner provided under paragraph 2 hereof or, if no part in such manner, by Borrower making payment, when due, directly to the payee thereof, or in such other manner as Lender may designate in writing. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph 4, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has, or mry have, priority over or equality with, the lien of this Instrument, and Borrower shall pay, when due, the claims of all persons supplying labor or marrial to or in connection with the Property. Without Lender's prior written permission, Borrower shall not allow any lien inferior to this Instrument, to be perfected against the Property.

 OR CAUSE TO BE KEPT
- 5. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on it. e Property insured by carriers at all times satisfactory to Lender against loss by fire, hazards included within the term "extended coverage", rent ic a and such other hazards, casualties, liabilities and contingencies as Lender (and, if this Instrument is on a leasehold, the ground lease) shall require and in such amounts and for such periods as Lender shall require. All premiums on insurance policies shall be paid, at Lender's option, in the manner recided under paragraph 2 hereof, or by Borrower making payment, when due, directly to the carrier, or in such other manner as Lender may dust in writing.

All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard montage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies, and Borrower shall promptly furnish to lender all renewal notices and all receipts of paid premiums. At least thirty days prior to the expiration date of a policy. Borrower shall deliver to lender a renewal policy in form satisfactory to Lender. If this Instrument is on a leasehold, Borrower shall furnish Lender a duplicate of all policies, renewal notices, renewal policies and receipts of paid premiums if, by virtue of the ground lease, the originals thereof may not be supplied by Borrower to Lender.

SEE ATTACHED ADDENDUM A last the ground shall give immediate matter notion to the incurance carrier and to Leader. Porrower hereby authorizes and empowers leader as attorney in-fact for Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and protecute any action arising from such insurance policies, to coliest and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this paragraph 5 shall require Lender to incur any expense of such proceeds; provided however, that nothing contained in this paragraph 5 shall require Lender to return the any action hereunder. Borrower further authorizes Lender, at Lender's option, (a) to hold the balance of such proceeds to the next to reimburse Borrower for the cost of reconstruction or repair of the Property or (b) to apply the balance of such proceeds to the payment of the successful by this Instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof (subject, however, to the rights of the lessor under the ground lease if this Instrument is on a leasehold).

If the inverses proceeds are held by Leader to reimburse Borrower for the cost of restoration and repair of the Property, the Property shell be restored to the equivalent of its original condition or such other condition as Leader may approve in writing. Leader may, at Leader's option, condition disbursement of anid proceeds on Leader, approved of such plane and specifications of an architect setisfactory to Leader, contraster's cost estimates, architect's certificates, waiters of liens, sworm statements of mechanics and materialment and such other evidence of costs, presented completion of construction, application of payments, and satisfaction of liens as Leader may reasonably require. If the instrumer proceeds are applied to the payment of the sums secured by this instrument, any such application of proceeds to principal shell not extend or payment, the due dates of the monthly installments referred to in paragraphs 1, and 2 hereof or change the amounts of such installments. If the Property is sold, pursuant to paragraph 27 hereof or if Leader acquires title to the Property, Leader shell have all of the right side and interest of Borrower in and to any insusance policies and uncomed premiums thereon and in each to the proceeds resulting from any demage to the Property price to such sale or sequinition.

6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS. Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all

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or any part of the Property to the equivalent this cost of londing in the condition and leader may approve in writing, in the event of any damage, injury or loss thereby, which combines in costs are all property and appliances in the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property. (f) shall provide for professional management of the Property by a residential restal property menages satisfactory to Leader pursuant to a contrast approved by Leader in writing, unless such requirement shall be valved by Leader in writing. (g) shall generally operate and maintain the Property in a manner to ensure maximum rentals, and (h) shall give notice in writing to Leader of and, unless otherwise directed in writing by Leader, appear in and defend any action or proceeding purporting to affect the Property, the security of this institument or the rights or powers of Leader. Neither Borrower nor any tenant or other person shall remove, demolish or alter any improvement now existing or hereafter erected on the Property or any fixture, equipment, machinery or appliances with items of like kind.

If this instrument is on a leasehold, Borrower (i) shall comply with the provisions of the ground lease, (ii) shall give immediate written notice to Lender of any default by lessor under the ground lease or of any notice received by Borrower from such lessor of any default under the ground lease by Borrower, (iii) shall exercise any option to renew or extend the ground lease and give written confirmation thereof to Lender within thirty days after such option becomes exercisable. (iv) shall give immediate written notice to Lender of the commencement of any remedial proceedings under the ground lease by any party thereto and, if required by Lender, shall permit Lender as Borrower's attorney-in-fact to control and act for Borrower in any such remedial proceedings and (v) shall within thirty days after request by Lender obtain from the lessor under the ground lease and deliver to Lender the lessor's estoppel certificate required thereunder, if any. Borrower hereby expressly transfers and assigns to Lender the benefit of all covenants contained in the ground lease, whether or not such covenants run with the land, but Lender shall have no liability with respect to such covenants not any other covenants contained in the ground lease.

Borrower shall not surrender the leasehold estate and interests herein conveyed nor terminate or cancel the ground lease creating said estate and interests, and Borrower shall not, without the express written consent of Lender, after or amend said ground lease. Borrower covenants and agrees that there shall not be a merger of the ground lease, or of the leasehold estate created thereby, with the fee estate covered by the ground lease by reason of said leasehold estate or said fee estate, or any part of either, coming into common ownership, unless Lender shall consent in writing to your minger; if Borrower shall acquire such fee estate, then this Instrument shall simultaneously and without further action be spread so as to become a liver on such fee estate.

- 7. USE OF PROFERTY. Unless required by applicable law or unless Lender has otherwise agreed in writing. Borrower shall not allow changes in the use for which all or any part of the Property was intended at the time this Instrument was executed. Borrower shall not initiate or acquiesce in a change in the zoning clarumeation of the Property without Lender's prior writing consent.
- E. PROTECTION OF LINDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this instrument, or if any action or proceeding is command which affects the Property or talle thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enfolderient, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disbured such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including, but not limited to, (i) disbursement of attorney's fees, (ii) entry upon the Property to make repairs, (iii) procurement of satisfactory insurance as provided in paragraph 5 heriol, and (iv) if this Instrument is on a leasehold, exercise of any option to renew or extend the ground lease on behalf of Borrower and the curving of any default of Borrower in the terms and conditions of the ground lease.

Any amounts disbursed by Lender purs ant to this paragraph 8, with interest thereon, shall become additional indebtedness of Borrower secured by this Instrument. Unless Borrower and it inder agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement it the rate stated in the Note unless collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amount shall bear interest at the highest rate which may be collected from Borrower under applicable law. Borrower hereby covenants and agree, the Lender shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the indebtedness secured hereby. Nothing contained in this paragraph 8 shall require Lender to incur any expense or take any action hereunder.

9. INSPECTION. Lender may make or cause to be made realized entries upon and inspections of the Property.

SEE ATTACHED ADDENDUM A maintain of accounts of accounts of accounts of accounts of accounts of the specific and accounts of the specific accounts

SEE ATTACHED ADDENDUM A service of property of the property of

Bostomer authorizes Lender to upply such awards, payments, proceeds as damages, after the deduction of for deet expenses incurred in the colleges of such amounts, or Lender's uption, to controvers or other Property or to payment of the sum est used by this instrument, who has no not those due to the order of application set forth in paragraph I hereof, with the belance of application for the discount of proceeds in annual application of proceeds in annual applications are processed in an early of such installments. Become agrees to encount out for the annual of proceeds in an early of such installments of an annual of proceeds and annual or an early of such controlled in the sum of the annual of the annual

- 12. BORROWER AND LIEN NOT RELEASED. From time to time. Lender may, at Lender's option, without giving notice to or obtaining the content of Borrower. Borrower's successors or assigns or of any junuor lienholder or guarantom, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Instrument, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, release from the lien of this Instrument any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any eatement, jun in any extension or subordination agreement, and agree in writing with Borrower to modify the rate of interest or period of amortization of the northly installments payable thereunder. Any actions taken by Lender pursuant to the terms of this paragraph 12 thall not affect the obligation of Borrower or Borrower's successors or assigns to pay the sums secured by this Insurument and to observe the covenants of Borrower contained herein, shall not affect the guaranty of any person, corporation, partnership or other entity for payment of the indebtedness secured hereby, and shall not affect the lien or priority of sen hereof on the Property. Borrower shall pay Lender a reasonable service charge, together with such title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.
- 13. FORSEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of any sum secured by this Instrument after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedess secured by this Instrument, nor shall Lender's receipt of any awards, proceeds or damages under paragraphs 5 and 11 hereof operate to cure or waive Borrower's default in payment of sums secured by this Instrument.

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- ower mast returned and any figure red essyfrem i net lumin Lender with a written statement, duly nierclaim or other defense which exists against such 14 ESTOPPEL CENTIFICATE acknowledged, setting for sums and the obligations of this Instrument.
- 15. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Instrument is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a security interest in said items. Borrower agrees that Lender may file this fastrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this finitrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Borrower agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Instrument in such form as Lender may require to perfect a security interest with respect to said stems. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements. Lender may reasonably require. Without the prior written consent of Lender, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Instrument, including the covenants to pay when due all sums secured by this Instrument, Lender thail have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in paragraph 23 of this instrument as to such items. In exercising any of taid remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in paragraph 27 of this Instrument.
- SEE ATTACHED AL 16. LEASES OF THE PROPERTY. As used in this paragraph 16, the word "lease" shall mean "sublease" if the Instrument is on a leasehold. ENDU! Borrower shall comply with and observe Borrower's obligations as landlord under all leases of the Property of any part thereof. Be of the Branemy for one W DAM OF the Property harraftar made of all or ment as I ender may from time to time conjusts that the assermment of the Landar's ontion arrest or reject such attornments

Upon Lender's request. Borrower shall ass in to Lender, by written instrument satisfactory to Lender, all leases now existing or hereafter made of all or any part of the Property and all security demosits made by tenants in connection with such leases of the Property. Upon assignment by Borrower to Lender of any leases of the Property. Lender shall have all of the rights and powers possessed by Borrower prior to such assignment and Lender shall have the right to modify, extend o, communate such existing leases and to execute new leases, in Lender's sole discretion.

- 17. REMEDIES CUMULATIVE. Each remedy provided in this Instrument is distinct and cumulative to all other rights or remedies under this Instrument or afforded by law or equity, and may be exercised governetly, independently, or successively, in any order whatsoever.
- Tand such petition not contested, dismissed or the Acceleration in Case of Borrower's insolvant. If Borrower shall voluntarily file a petition under the Federal Bankruptcy disacted Act as such Act may from time to time be amended, or under my similar of successor Federal statute relating to bankruptcy, unsolvency.

 Act, as such Act may from time to time be amended, or under my similar of successor Federal statute relating to bankruptcy, unsolvency.

 Act, as such Act may from time to time be amended, or under my state bankruptcy or it olygney act, and the appropriate proceeding administration of the contested of or misoners to pay debut or if Borrower shall fail to obtain a value or stay of involuntary proceedings brought for the reorganization, with i dissolution or liquidation of Borrower for if Borrower shall be adjudged a partir it, or if a trustee or receiver shall be appointed for Borrower orthitte.

 Borrower's property, or if the Property shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if Borrower (30) shall make an assignment for the benefit of Borrower's creditors, or if there is an exachment, execution or other judical seizure of any portion of day's Within Borrower's assets and such seizure is not discharged within len days, then Lender may, at unnder's option, declare all of the sums secured by this thir ty Instrument to be immediately due and payable without prior notice to Borrower, and I ander may invoke any remedies permitted by paragraph 27filin of this Instrument. Any attorney's fees and other expenses incurred by Lender in contaction with Borrower's bankrupicy or any of the other days of reasonah,
- Filing 19. Transfers of the property or beneficial interests in Borrower, as Lumption. On sale or transfer of (i) all or any part of the Property, or any interest therein, or (11) beneficial interests in Borrower (if Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity), Lender may, at Lender's option, declare all of the sums secured by this instrument to be immediately due and payable, and Lender may invoke any remedies permitted by paragraph 27 of this Datrument. This option shall not apply in case of
 - (a) transfers by devise or descent or by operation of law upon the death of a joint tenant of a partner;
 - (b) sales or transfers when the transferee's creditworthiness and management ability are satisfactory to be der and the transferee has executed, prior to the sale or transfer, a written assumption agreement containing such terms as Lender in 17 require, including, if required by Lander, an increase in the rate of interest payable under the Note:
 - (c) the grant of a leasehold interest in 4 part of the Property of three years or less (or such longer lease term as Lender may permit by prior written approval) not containing an option to purchase teacept any interest in the ground lease, if this financing is on a leasehold;

SEE ATTACHED

ADDENDUM (e) sales or transfers of flatures or any personal property pursuant to the first paragraph of paragraph 6 hereof.

- SEE ATTACHED ADDENDUM A
 20. NOTICE Except for any notice required under applicable law to be given in another manner. (a) any notice to Borrower provided for in thu Instrument or in the Note shall be given by mailing such notice by certified mail addressed to Borrower at Borrower's address stated below or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by cerufied mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Instrument or in the Note shall be deemed to have been given to Bossower of Lender when given in the manner designated herein.
- 21. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall triure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 19 hereof. All covenants and agreements of Borrower thall be joint and several. In exercising any rights hereunder or taking any actions provided for herein. Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the paragraphs of this Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.
- 22 UNIFORM MULTIFAMILY INSTRUMENT; GOVERNING LAW; SEVERABILITY. This form of multifamily instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property and related fixtures and personal property. This instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Instrument or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this

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Instrument and the Note are de land one say rable. In the even that an applicable law limiting the amount of interest or other charges permitted to be collected from Lorover's interpreted so that any charge provided for its last furment by in the Note, whether considered supparately or together with other charges levied in connection with this Instrument and the Note, violates such faw, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to Lender in excess of the amounts payable to Lender pursuant to such charges as reduced shall be applied by Lender to reduce the principal of the indebtedness evidenced by the Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all indebtedness which is secured by this Instrument or evidenced by the Note and which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest, shall be deemed to be allocated and spread over the stated term of the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest computed thereby is uniform throughout the stated term of the Note.

- WAIVER OF STATUTE OF LIMITATIONS. Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce the Note or any other obligation secured by this Instrument.
- WAIVER OF MARSHALLING. Notwithstanding the existence of any other security interests in the Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower, any party who consents to this Instrument and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.
- MASTER NOTE LOAN AGREEMENT Somet agrees to comply with the covenants and conditions of the Master Note Agreement, if any, which is hereby incorporated by reference in and made a part of this Instrument. All advances made by Lender pursuant to the mesion-Loan Agreement shall be indebtedness of Borrower secured by this Instrument, and such advances may be obligatory as provided in the Communican Loan Agreement. All sums disbursed by Lender prior to completion of the improvements to protect the security of this Instrument. up to the principal amount of the Note shall be treated as disbursements pursuant to the Guaranties Loan Agreement. All such sums shall bear interest from the date of disbursement at the rate stated in the Note, unless collection from Borrower of interest at such rate would be contrary to tion Loan Agreement. All such sums shall bear applicable law i., w. n event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law and shall be payable upor notice from Lender to Borrower requesting payment therefor.

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From time to time as Lender deems necessary to protect Lender's interests. Borrower shall, upon request or Lender, execute and university Lender, in such form as Lender shall direct, assignments of any and all rights or claims which relate to the construction of the Property and which and Borrower may have against 2.14 party supplying or who has supplied labor, materials or services in connection with construction of the Property. In Cure case of breach by Borrower of he lo'renants and conditions of the Conservation Loan Agreement, Lender, at Lender's option with or without entry period:

upon the Property. (i) may involve a v of the rights or remedies provided in the Conservation Loan Agreement, (ii) may accelerate the sums
secured by this Instrument and invoke hose remedies provided in paragraph 27 hereof, or (iii) may do both. If the conservation is the conservation of the sum of the conservation in the conservation is the conservation of the sum of the conservation of the sum of the conservation is the conservation of the sum of the conservation of the conservation is the conservation of the sum of the conservation of the conse -cold by I t part of this Instrument and Bossov , thall not assert or other claim or defense Agi 107 At ragain

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As part of the consideration for the indebtedness evidenced by the Note. Borrower here by ab offutely and unconditionally assigns and transfers to Lender all the rents and revenues of the Property, including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents at d r venues of the Property are payable. Borrower hereby authorizes Lender or Lender's agents to collect the aforesaid rents and revenues and here'y o'rents each tenant of the Property to pay such rents to Lender or Lender's agents. provided, however, that prior to written notice given by Lenie, v. Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower, to apply the rents and revenues so collected to the sums secured by this 'asta truent in the order provided in paragraph 3 hereof with the balance, so and the long as no such breach has occurred, to the account of Borrower, it be ng invended by Borrower and Lender that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. One delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Instrumentary without the necessity of Lender entering upon and taking and maintaining full control of the Property in person, by agent or by a court-upp into directiver. Lender shall immediately be entitled to possession of all rents and sevenues of the Property is person, by agent of or a countrapy sint of receiver, Lender small intrinsically be endured to possession of all rents and sevenues of the Property as specified in this paragraph 26 as the salar of come due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such nonce 'e' eld by Borrower as trustee for the benefit of Lender only; provided, however, that the written notice by Lender to Borrower of the breach by 80 rower shall contain a statement that Lender exercises its rights to such rents. Borrower agrees that commencing upon delivery of such written folice of Borrower's breach by Lender to Borrower, each tenant of the Property shall make such rents payable to and pay such rents to Lender or Lender, a a tents on Lender's written demand to each tenant periods therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Borrower. expiration of any applicable cure period

Botrower hereby covenants that Borrower has not executed any prior assignment of said rents that Porrower has not performed, and will not after perform, any acts or has not executed, and will not execute, any instrument which would prevent Lewier from exercising its rights under this paragraph 26, and that at the time of execution of this Instrument there has been no anticipation or prepar ment of any of the rents of the Property for more than two months prior to the due dates of such rents. Borrower covenants that Borrower will not he reafter collect or accept payment of any rents of the Property more than two months prior to the due dates of such rents. Borrower further covers att that Borrower will execute and

deliver to Lender such further assignments of rents and revenues of the Property as Lender may from time to lime request.

and after ary applicable notice

upon Borrower's breach of any covenant or agreement of Borrower in this Instrument Lender may in permanage and agreement of a court
appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Fropenty in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or Cure modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or period termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to 7,00 of the security of this Instrument. In the event Lender elects to seek the appointment of a receiver for the Property upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Borrower hereby expressly consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Borrower as lessor or landlord of the Property and then to the sums secured by this Instrument. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Property by reason of anything done or left undone by Lender under this paragraph 26.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by this Instrument pursuant to paragraph 8 hereof. Unless Lender and Borrower agree in writing to other terms of payment, such amounts shall be payable upon notice from Lander to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law.

Any entering upon and taking and maintaining of control of the Property by Lender or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Instrument ceases to secure indebtedness held by Lender.

Uniform Covenants -- Multifamily -- 1/77 -- FNMA/FHLMC Uniform Instrument

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ADDENDUM A

ATTACHED TO AND MADE A PART OF THAT CERTAIN

MULTIFAMILY MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY

International of AGREEMENT DATED Lianter 1, 1987. FROM JIFFY LUBE LIMITED

Maryland, Inc. PARTNERSHIP II TO LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION.

- 2. FUNDS FOR TAXES, INSURANCE AND OTHER CHARGES.
 Borrower shall pay (or cause to be paid) when due all yearly property taxes and assessments that may be levied on the Property, the yearly ground rents (if any), the yearly premium installments for fire and other hazard insurance required by paragraph 5 hereof and all charges for utility service to the Property. Each year Borrower shall provide Lender with a letter certifying that the yearly property taxes and assessments levied on the Property and the yearly premium installments for fire and other hazard insurance required by paragraph 5 hereof have been paid prior to such taxes accruing interest or penalty or such insurance coing cancelled, respectively.
- shall give prompt written notice to the insurance carrier and to Lender. The proceeds of the insurance policies shall be paid to Borrower and Borrower shall, at its sole election, either: (a) apply such proceeds to the payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof; (b) reconstruct or repair the Property and apply such proceeds to such reconstruction or repair; or (c) within ninety (90) days of the loss, execute and deliver to Lender an instrument in a form substantially similar to this Instrument covering property whose appraised value is at least equal to the outstanding principal balance of the Note at the time of delivery of such

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instrument, in which event Lender will execute and deliver to Borrower a release of this Instrument in a form reasonably satisfactory to Borrower.

- Lube International, Inc. ("JLI") to furnish Lender, quarterly, within sixty (60) days after the end of each quarter, a balance sheet and profit and loss statement in reasonable detail and certified by the senior financial officer of JLI. In addition, Borrower shall cluse JLI to furnish Lender, within ninety (90) days after the end of each fiscal year, a financial statement for the fiscal year just ended, audited by an independent certified public accountant.
- 11. CONDEMNATION, Porrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or any part thereof. The proceeds of any award, payment, or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, shall be paid to Borrower and Borrower shall, at its sole election, either (a) apply such proceeds to the payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof; (b) restore the portion of the Property taken or condemned and apply such proceeds to such restoration; or (c) within ninety (90) days of the condemnation or taking, execute and deliver to Lender an instrument in a form substantially similar to this Instrument covering property whose appraised value is at lease equal to the outstanding principal balance of the Note at the time of delivery of such instrument, in which

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event Lender will execute and deliver to Borrower a release of this Instrument in a form reasonably satisfactory to Borrower.

- 16. LEASES OF THE PROPERTY. Borrower has not leased any portion of the Property for non-residential use except with the prior approval of Lender. All leases of the Property shall be on Follower's standard lease form, which has been previously reviewed and approved by Lender. All leases of the Property shall be subordinate to this Instrument and all tenants of the Property shall cursuant to the terms of the leases, attorn to Lender in the event Lender acquires title to the Property; however, Lender agrees that so long as a tenant of the Property performs all of the covenants, terms, and conditions of the lease of the Property on such tenant's part to be performed, then notwithstanding the subordination and attornment described hereinabove, such tenant's possession of the Property under the lease shall not be disturbed by Lerder. Upon Borrower's request, Lender agrees to execute a document in recordable form confirming the terms and provisions of the preceding sentence for the benefit of a tenant of the Property.
 - 19. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER; ASSUMPTION
- (d) transfers of: (i) any limited partnership interest in Borrower; (ii) any general partnership interest in Borrower to a wholly-owned subsidiary of JLI; or (iii) any authorized stock in the corporate general partner of Borrower, provided such sale is in accordance with applicable federal and state securities laws, rules, rulings, regulations and orders;
- (f) any transfer or assignment resulting from the dissolution of Borrower and the transfer of all of Borrower's assets to Jiffy Lube International of Maryland, Inc.

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27. ACCELERATION; REMEDIES: Additional Provisions. Anything herein to the contrary notwithstanding, before Lender may invoke the power of sale or any other remedies set forth in this Instrument Lender shall give Borrower written notice of the breach hereof in accordance with the provisions of paragraph 20 hereof and Borrower shall have a period of ninety (90) days after receipt of such notice within which to cure such breach

CROSS PETAULT PROVISION. The Note secured by this Instrument evidences a portion of the indebtedness evidenced by 1987 in the principal amount of [\$5,000,000.00/\$10,000,000.00] (the "Master Note"). Any desault under the Master Note, any of the other Unit Notes evidencing part of the indebtedness evidenced by the Master Note (the "Whit Notes"), or any of the mortgages or deeds of trust securing any of the Unit Notes shall constitute a breach under this Instrument.

IN WITNESS WHEREOF, Borrower has executed this Addendum A or has caused the same to be executed by its representatives the day and year first above written.

ATTEST:

JIFFY LUBE INTERNATIONAL OF MARYLAND, INC.

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STATE OF MARYLAND BALTIMORE COUNTY

I HEREBY CERTIFY that on this 1987, before me, the subscriber, a Notary Public of the State of Marviand, personally appeared Maryland, personally appeared acknowledged himself to be the Vice President of Jiffy Lube International of Maryland, Inc. (the "Corporation") and, as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contrined, by signing the name of the Corporation. S my ha

Cook County Clerk's Office

WITHISS my hand and Notarial Seal.

Property of County Clerk's Office

- ACCELERATION; REMEDIES. Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, including, but not limited to, the covenants to pay when due any sums secured by this Instrument, Lender at Lender's option may declare all of the sums secured by this fastrument to be immediately due and payable without further demand and may foreclose this instrument by judicial proceeding and may invoke any other remedies permitted by applicable law or provided herein. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney's fees, coets of documentary evidence, abstracts and title reports.
- 28. RELEASE. Upon payment of all sums secured by this Instrument, Lender shall release this Instrument. Borrower shall pay Lender's reasonable costs incurred in releasing this Instrument.
- WAIVER OF HOMESTEAD AND REDEMPTION. Borrower hereby waives all right of homestead exemption in the Property. If Borrower is a corporation, Borrower hereby waives all right of redemption on behalf of Borrower and on behalf of all other persons acquiring any interest or title in the Property subsequent to the date of this Instrument, except decree or judgment creditors of Borrower.
- 34. FUTURE ADVANCES. Upon request of Borrower, Lender, at Lender's option to long as this Instrument secures indebtedness held by Lender, may make Puture Advances to Borrower. Such Puture Advances, with interest thereon, shall be secured by this Instrument when evidenced by promiseory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this

In WITHESS WHEREOF, Borrower has executed this instrument or has caused the same to be executed by its representatives

thereunto duly authorized. ATTEST	BY: Jiffy Lube International of Maryland,		
Shart secretary			
	Bortower's Address: 7008 Security Boulevard		
Oje	Baltimore, Maryland 21207		
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		INDIVIDUAL [®]	CKNOWLEDGMENT	
STATE OF ILLINOIS,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Notary Public in and for said cou	inty and state, do hereby certify that
personally known to me to t	be the same pen , and acknowled;	ion(s) whose ni ged thathe	ime(s) subscribed to signed and delivered the said i	the foregoing instrument, appeared nstrument as
Given under my hand ar	d official seal, th	risd	ay of, 19.	*********
My Commission Expires:		3		Notacy Public
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(person ackn	owledging)		a limited partnership.	CO Pariner on Benan Or
(name of pa	nnership)	T		
My Commission Expires:	•			Notary Public
	CORPORATE	LIMITED PAR	TNERSHIP & CKNOWLEDGM	IENT
STATE OF ILLINOIS,	***************************************	Count	y ss:	
The foregoing instrument	was acknowledg	ed before me th	is ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	***************************************
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