

UNOFFICIAL COPY

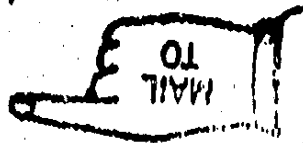
Logan Square II
Low Income Loan

This instrument was prepared by
and after recording return to: 94622251

1984311

3

Steven E. Silverman, Esq. #
Shefsky & Froelich Ltd.
444 N. Michigan Ave.
Chicago, IL 60611



DEPT-11 \$47.50
T#0013 TRAN 6687 07/18/94 10:32:00
#7714 # AF # 74-622251
COOK COUNTY RECORDER

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE and SECURITY AGREEMENT ("Mortgage") is made this
JULY 6, of 1994, between IGNACIO TRUJILLO, a single person never married
and MARIA L. MARQUEZ, a single person never married

(individually and collectively, if more than one, the "Borrower"),
and the Lender, Illinois Housing Development Authority ("Lender"),
a body politic and corporate created by and existing pursuant to
the Illinois Housing Development Act, 20 ILCS 2805/1 at seq., as
amended and supplemented, whose principal offices is 401 North
Michigan Avenue, Suite 900, Chicago, Illinois 60611.

WHEREAS, Borrower is indebted to Lender in the principal sum
of FIVE THOUSAND AND NO/100 (\$ 5,000.00),
which indebtedness is evidenced by Borrower's Note dated the same
date as this Mortgage (the "Note").

TO SECURE to Lender (a) the repayment of the indebtedness
evidenced by the Note, with interest thereon, the payment of all
other sums, with interest thereon, advanced in accordance herewith
to protect the security of this Mortgage, and the performance of
the covenants and agreements of Borrower herein contained, and (b)
the repayment of any future advances, with interest thereon, made
to Borrower, Borrower does hereby mortgage, warrant, grant and
convey to Lender the following described property located in the
County of Cook, State of Illinois:

Lot 46 in Block 3 in Henry Winner's Subdivision of Lots 8 and 7
in Brand's Subdivision of the Northeast Quarter of Section 26,
Township 40 North, Range 13, East of the Third Principal Meridian,
in Cook County, Illinois.

94622251

1984311

11/50

UNOFFICIAL COPY

which has the address of 2851 N. Christiana Ave., Chicago
(Street) (City)

Illinois 60618, and P.I.N. of 13-26-227-003
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of, and the interest on, the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of, and interest on, any Future Advances (as hereinafter defined) secured by this Mortgage. After default, all sums due to Lender under the Note or this Mortgage shall bear interest at the rate of five percent (5%) per year (the "Default Rate").

2. **Intentionally omitted.**

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and PARAGRAPH ONE (1) hereof shall be applied by Lender to interest payable on the Note, if any, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges and Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph and shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of, and in form, acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damages, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired thereby, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to the Borrower. If the Property is abandoned by the Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraph one (1) hereof or change the amount of such installments. If under Paragraph 19 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not commit waste or permit

94622251

UNOFFICIAL COPY

impairment or deterioration of the Property.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings, involved a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premium required to maintain such insurance in effect until such time as the requirement for such insurance terminated in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the Default Rate, 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 permissible under applicable law. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make, or cause to be made, reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

UNOFFICIAL COPY

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraph one (1) hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance 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 such right or remedy. 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 indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, and any entity designated by Lender, its successors or assigns to service this Mortgage, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice, demand, request or other communication which any party may desire or may be required to give to any other party hereunder shall be given in writing, at the addresses set forth below, by any of the following means: (a)

UNOFFICIAL COPY

personal service; (b) electronic communication, whether by telegram or telecopier, together with confirmation of receipt; (c) overnight courier; or (d) registered or certified United States mail, postage prepaid, return receipt requested.

BORROWER: IGNACIO TRUJILLO and MARIA L. MARTINEZ
2851 N. Christiana Ave.
Chicago, Illinois 60618

LENDER:

Illinois Housing Development Authority
401 North Michigan Avenue
Suite 900
Chicago, Illinois 60611
Attention: Legal Department
FAX: (312)836-5215

Such addresses may be changed by notice to the other party given in the same manner as herein provided. Any notice, demand, request or other communication sent pursuant to either subsection (a) or (b) hereof shall be served and effective upon such personal service or upon dispatch by such electronic means. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (d) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

15. Severability. If any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not effect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, any invalid provisions of the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and this Mortgage at the time of execution or after recordation hereof.

17. **Transfer of the Property.** If all or any part of the Property, or an interest therein, is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable.

If Lender exercises its option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with Paragraph 14 hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of the thirty (30) day period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 19 hereof.

18. **Subordination.** This Mortgage shall be subject and subordinate in all respects to that certain mortgage dated the same date as this Mortgage, between Mortgagor and Liberty Bank for Savings (the "Senior Lender") recorded as Document No. _____ with the Cook Recorder of Deeds on _____ (the "Senior Mortgage") to secure indebtedness in the original principal amount of ONE HUNDRED FORTY FOUR THOUSAND FOUR HUNDRED AND NO/100 and No/100 Dollars (\$ 144,400.00) (the "Senior Loan"). Borrower will not modify, extend or amend the Senior Mortgage, increase the amount of the indebtedness secured thereby, or incur additional indebtedness secured by a lien against any or all of the Property without the prior written consent of the Lender.

19. **Acceleration; Remedies.** Except as provided in Paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, and/or a default, declared by the Senior Lender, continuing beyond all applicable cure period under the Senior Mortgage (the "Senior Financing") and permitting foreclosure thereunder, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in Paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other

94622251

UNOFFICIAL COPY

defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

20. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings instituted by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in Paragraph 19 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

21. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 19 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 19 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and second to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

22. Future Advances. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced

in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

23. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

24. **Waiver of Homestead.** Borrower hereby waives all rights of homestead exemption in the Property.

25. **Illinois Mortgage Foreclosure Law.** If any provision in this Mortgage is inconsistent with any provision of the Illinois Mortgage Foreclosure Act (735 ILCS 5/15-1101, et seq. (the "Foreclosure Act"), the provisions of the Foreclosure Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Foreclosure Act.

If any provision of this Mortgage shall grant to Lender any rights or remedies upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Lender under the Foreclosure Act in the absence of that provision, Lender shall be vested with the rights granted in the Foreclosure Act to the full extent permitted by law.

26. **Security Agreement.**

Borrower and Lender agree that this Mortgage shall constitute a Security Agreement within the meaning of the Illinois Uniform Commercial Code (hereinafter referred to as the "Code") with respect to (i) any and all sums at any time on deposit for the benefit of Lender or held by the Lender (whether deposited by or on behalf of the Borrower or anyone else) pursuant to any of the provisions of the Mortgage, and (ii) any personal property included in the granting clauses of this Mortgage, including without limitation the personal property described in Exhibit "A" attached hereto which may not be deemed to be affixed to the Property or may not constitute a "fixture" within the meaning of the Code (all of which property is referred to herein as "Personal Property") and all replacements of such Personal Property, substitutions for such Personal Property, additions to such Personal Property, and the proceeds thereof (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as the "Collateral"), and that a security interest in and to the Collateral is hereby granted to the Lender, and the Collateral and all of Borrower's right, title and interest therein are hereby assigned to the Lender, all to secure payment of the indebtedness hereby secured. To the extent permitted by applicable law, the security interests created hereby are specifically intended to

UNOFFICIAL COPY

cover and include all leases and rents, including without limitation, all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of Leases, together with all of the right, title and interest of Borrower as lessor thereunder, including without limitation, the present and continuing right to make claim for, bring actions and proceedings for the enforcement of, collect, receive and receipt for any and all of the rents, income, revenues, issues, profits, monies payable as damages, monies payable in lieu of the rent, monies payable as the purchase price of the Property or any part thereof, and all awards and other claims for money and other sums of money payable or receivable under any of the Leases or with respect to the Property, and to do any and all things which Borrower or any lessor is or may become entitled to do under the Leases. All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Property; and the following provisions of this Paragraph shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto:

(a) Borrower (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof, other liens and encumbrances benefiting Lender, the Senior Lender, and no other party.

(b) The Collateral will be kept at the Property and, except for Obsolete Collateral (as hereinafter defined), will not be removed therefrom without the consent of Lender (being the Secured Party as that term is used in the Code). The Collateral may be affixed to the Property but will not be affixed to any other real estate.

(c) The only persons presently having any security interest in the Property are the Senior Lender and Lender.

(d) No Financing Statement (other than Financing Statements showing Senior Lender and Lender as the secured parties, covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Borrower will at its own cost and expense, upon demand, furnish to Lender such further information and will execute and deliver to Lender such financing statements and other documents in form satisfactory to Lender and will do all such acts and things as Lender may at any time or from time to time request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the indebtedness hereby secured, subject to no other liens or encumbrances, other than any of the liens or encumbrances benefitting Senior Lender and Lender and no other party, and Borrower will pay the cost of filing or recording such financing statements or other documents, and this instrument, in

UNOFFICIAL COPY

00094622251

all public offices wherever filing or recording is deemed by Lender to be necessary or desirable.

(e) Upon an event of default hereunder, Lender shall have the remedies of a secured party under the Code, including without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Borrower's right of redemption in satisfaction of Borrower's obligations, as provided in the Code. Lender may (i) render the Collateral unusable without removal, (ii) dispose of the Collateral on the Property or (iii) require Borrower to make it available to Lender for its possession at a place to be designated by Lender which is reasonably convenient to both parties. Lender will give Borrower at least ten (10) days notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Borrower hereinafter set forth at least ten (10) days before the time of the sale or disposition. Lender may buy at any public sale and, if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, Lender may buy at private sale. Any such sale may be held as part of and in conjunction with any foreclosure sale of the Property, the Property including the Collateral to be sold as one lot if Lender so elects. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorney's fees and reasonable legal expenses incurred by Lender, shall be applied against the indebtedness hereby secured in such order or manner as Lender shall select. Lender will account to Borrower for any surplus realized on such disposition.

(f) The terms and provisions contained in this Paragraph 26 shall, unless the context otherwise requires, have the meanings and be construed as provided in the Code.

(g) This Mortgage is intended to be a financing statement within the purview of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Property. The addresses of Borrower (Debtor) and Lender (Secured Party) are in Paragraph 14. This Mortgage is to be filed for record with the Recorder of Deeds of the County where the

UNOFFICIAL COPY

Property is located. Borrower is the record owner of the Property.

(h) To the extent permitted by applicable law, the security interest created hereby is also specifically intended to cover and include all leases of the Property, including without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any and all of the rents, income, revenues, issues and profits and moneys payable as damages or in lieu of the rent and moneys payable as the purchase price of the Property or any part thereof or of awards or claims for money and other sums of money payable or receivable thereunder howsoever payable, and to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which Borrower or any lessor respectively is or may become entitled to do under the leases.

27. **Non-Recourse.** Borrower shall have no personal liability under the Note or this Mortgage for a deficiency or otherwise. Lender's sole remedy in the event of a default shall be to foreclose the lien of this Mortgage in accordance with Paragraph 19.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

IGNACIO TRUJILLO
IGNACIO TRUJILLO

MARIA I. MARTINEZ
MARIA I. MARTINEZ

UNOFFICIAL COPY

Exhibit A

Personal Property

All fixtures and articles of personal property, (A) of every nature whatsoever now or hereafter owned by Borrower wherever located, or building materials and supplies delivered to or stored upon the Property for which, while not owned by Borrower, Borrower is indebted and (B) which are used or intended to be used in connection with or with the construction, improvement, operation, ownership, maintenance, repair or management of, the Property, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, light fixtures, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, all coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, including further, but without limitation, any and all accounts receivable, insurance proceeds and inventory now or hereafter owned by Borrower and all proceeds of the foregoing, but not used or useful in connection with the Property.