

Box 233

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THIS INSTRUMENT PREPARED BY:
G. V. PONTARELLI

88519108

\$16.00

WHEN RECORDED MAIL TO
HOME SAVINGS OF AMERICA
P.O. BOX 7075
PASADENA, CALIFORNIA 91109-7075

ALL NOTICES TO LENDER SHALL BE
MAILED OR DELIVERED TO THE ABOVE
ADDRESS.

LOAN NO. 986914-0

Mortgage, Assignment of Rents and Security Agreement

This Mortgage (the "Instrument") is made this 4th day of NOVEMBER, 1988, between CITIZENS NATIONAL BANK & TRUST CO. OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE UNDER A CERTAIN TRUST AGREEMENT DATED OCTOBER 27, 1988 AND KNOWN AS TRUST NO. 440

(the "Mortgagor") whose address is 5000 WEST CHICAGO AVENUE
CHICAGO, IL. 60651

a federally chartered savings and loan association (the "Lender"), whose address is P.O. Box 7075, Pasadena, California 91109-7075
WITNESSETH Mortgagor irrevocably grants, conveys, transfers and assigns to Lender that real property in

COOK County, Illinois, described as:

THE NORTH 125 FEET OF THE SOUTH 250 FEET OF LOT 1 IN BLOCK 1 IN JOHN JOHNSTON JR'S ADDITION TO AUSTIN, BEING A SUBDIVISION OF THE SOUTH 1/2 OF SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 914 NORTH AUSTIN BOULEVARD, OAK PARK, IL. 60302

PTN: 16-05-320-031 16-05-320-032 16-05-320-033 16-05-320-034
COOK COUNTY, ILLINOIS
TAX ID # 120-000-0000

1988 NOV -9 PM 3:02

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TOGETHER with all interest which Mortgagor now has or may hereafter acquire in or to said property, and in and to all easements and rights of way appurtenant thereto, and all heretofore or hereafter vacated alleys, and streets abutting said property, (b) all buildings, structures, tenements, improvements, fixtures, personalty, equipment, utensils, bedding, linens, curtains, clothing, mirrors, cabinets, paneling, prints, fittings, fixtures, furniture, pictures, antiques, trees and plants, personalty, fixtures, chattels, machinery and equipment that shall from time to time be properly affixed to or attached thereto, and every device deemed to be affixed to and becoming a part of the real property that is conveyable thereby, (c) all other fixtures, furniture, fixtures, fittings, machinery and other trade fixtures, all fixtures otherwise installed on said property, and (d) all other fixtures of this paragraph (a) and (b) that such items, including replacements, and additions thereto be continually deemed to be affixed to the part of the real property that is conveyed hereby, (e) all royalties, mineral, oil and gas rights, and profits, water and water right, whether or not appurtenant owned by Mortgagor and shares of stock pertaining to such water or water right, ownership of which affects said property, and/or the rents, income, issues, and profits of all properties covered by this instrument, (f) in all accounts, accounts receivable, chattel paper, insurance claims, condemnation awards, general intangibles, contract rights, instruments, documents and other rights of Mortgagor arising out of or related to Mortgagor's ownership of such property. SUBJECT OF HOW EVER, to the terms and conditions herein set forth, Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by Lender to evidence or confirm the tenor of this instrument on any such properties. The properties conveyed to Trustee hereunder are hereinafter referred to as the "Property".

FOR THE PURPOSE OF SECURING

\$16,000.00

(1) Payment of the sum of \$16,000.00 with interest thereon according to the terms of a promissory note of even date herewith and having a final maturity date of NOVEMBER 15, 2018 made by Mortgagor payable to Lender or order, and all modifications, extensions or renewals thereof (the "Note"). (2) Payment of such additional sums with interest thereon (as may be hereafter advanced by Lender pursuant to paragraph 34 hereof herein "Future Advances"), and (b) as may be incurred, paid out, or advanced by Lender, or may otherwise be due Lender under any provision of this instrument. (3) If this is a construction loan, performance by Mortgagor of the covenants and agreements contained in a construction loan agreement between Mortgagor and Lender, of even date herewith, as provided in paragraph 7 hereof. (4) Performance of each agreement of Mortgagor contained herein or incorporated herein by reference or contained in any other agreements or covenants executed by Mortgagor relating to the use or use thereof. (5) If this is an investment by a lessee, performance and keeping by Mortgagor of each of the covenants and agreements required to be kept and performed by Mortgagor as lessor pursuant to the terms of the lease and any and all other instruments creating Mortgagor's leasehold interest in or defining Mortgagor's rights as lessor in respect to the Property. (6) Performance by Mortgagor with each and every monetary obligation to be performed by Mortgagor under any recorded covenants, conditions and restrictions pertaining to the Property. (7) At Lender's option, payment, with interest thereon, of any other present or future indebtedness or obligation of Mortgagor or any successor in interest of Mortgagor to such Property, owing to Lender, whether created directly or acquired by absolute or contingent assignment, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this instrument or arising thereafter, the exercise of such option to be evidenced by a notice in writing to Mortgagor or any successor in interest to Mortgagor. (8) Performance of all agreements of Mortgagor to pay fees and charges to the Lender relating to the loan secured hereby. (9) Payment of charges, as allowed by law when such charges are made, for any statement issued by Lender regarding the obligation secured hereby.

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to grant, convey, transfer and assign the Property to Lender.

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proceeds resulting from, or which may be payable as a consequence of, any damage to the premises thereon and in aid to any insurance

If the insurance premium for the cost of restoration and replacement of its original equipment or leasehold improvement is less than the amount paid by the lessee, the lessor may require the lessee to reimburse the lessor for the difference between the amount paid by the lessee and the amount required to restore the equipment or leasehold improvement to the original condition or to the condition at the time of the original equipment or leasehold improvement's acquisition.

In the event of any loss covered by any such policy, Mortagator hereby authorizes and empowers Lender as attorney-in-fact to make payment of losses to the insurance carrier and to Lender. Mortagator hereby authorizes and empowers Lender to file claim with any insurance company or agency holding any such policy to collect payment of losses. Mortagator further authorizes Lender to pay any such claim directly to the insurance carrier and to Lender. Mortagator further authorizes Lender to deduct expenses incurred in the collection of such proceeds from the amount of any such claim paid to Lender.

(5) Hazarded Insurance. Mortgagor shall keep the premises and fixtures in a safe condition and conforming to the requirements of the Fire Department, and to the laws of the State and the city in which the term "extinguished coverage" is defined, lease shall require that all losses sustained by lessee or his assigns shall be paid by him, except that losses by fire, hazards, strikes, riots, civil commotions, and couplings of horses, shall be paid by the lessee, provided that the lessor shall bear the expense of removal and restoration of similar environments and repair of damage resulting from such causes, and for such amounts as lessor may pay to the lessor, in the manner provided under paragraph 2 hereof, by reason of damage or other things, load, earthquake, tornado, or similar environments, natural damage and in such amounts and for such periods as lessor may designate in writing.

1. **Application of Payment**
Upon receipt of payment, all amounts received by Mortgagor under the
Deed of Trust shall be applied to this instrument, whether such payment
be made before or after the date of maturity.

Under FASB's proposal, in addition to another institution(s), the deposits of accountants of which are insured or held by the funds would apply if the funds fail to pay dividends, retain earnings, assessments, insurance premiums or other expenses due to the failure of the funds to meet their obligations to the accountants.

Mortgagor shall not surrender the leasehold estate, and interest herein conveyed nor terminate or cancel the ground lease creating said estate and interest, and Mortgagor shall not, other than by prior written consent of Lender, alter or amend said ground lease. Mortgagor covenants and agrees that there shall not be a change of the ground lease or of the leasehold estate created thereby, with the fee estate covered by the ground lease by reason of a deed to the fee estate or sale of the fee estate, or (b) the creation of a common ownership, unless (i) Lender shall be sent in writing to such mortgagee, if Mortgagee shall acquire such fee estate, then this instrument shall simultaneously and with out further action be spread so as to become a lien on such fee estate.

(7) **Use of Property.** Unless required by applicable law or unless Lender has otherwise agreed in writing, Mortgagor 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. Mortgagor shall not initiate or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.

(8) **Protection of Lender's Security.** If Mortgagor fails to perform the covenants and agreements contained in this instrument, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, building code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums, and take such action as Lender deems necessary in its sole discretion to protect Lender's interest, including, but not limited to (a) disbursement of attorney's fees, (b) entry upon the Property to make repairs or otherwise to protect the same as security for the indebtedness secured by this instrument, (c) procurement of satisfactory insurance as provided in paragraph 5 hereof, and (d) if this instrument is on a leasehold, exercise of any option to renew or extend the ground lease on behalf of Mortgagor and the curing of any default of Mortgagor in the terms and conditions of the ground lease.

Any amounts disbursed by Lender pursuant to this paragraph 8 with interest thereon, shall become additional indebtedness secured by this instrument. Unless Mortgagor and Lender agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate as adjusted from time to time in accordance with the terms of the Note, compounded monthly, unless collection from Mortgagor 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 Mortgagor under applicable law. Mortgagor hereby covenants and agrees that Lender shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by any advances made by Lender hereunder. 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 reasonable entries upon and inspections of the Property.

(10) **Books and Records.** Mortgagor shall keep and maintain at all times at Mortgagor's address as provided in the Note, or such other place as Lender may approve in writing, complete and accurate books of accounts and records, in accordance with generally accepted accounting principles, consistently applied, to accurately reflect correctly the results of the operation of the Property and copies of all written contracts, budgets, change orders, leases, and other instruments which affect the Property. Such books, records, contracts, budgets, change orders, leases, and other instruments, shall be subject to examination and inspection at any reasonable time by Lender. Within seven days of Lender's request, Mortgagor shall furnish to Lender a balance sheet, a statement of income and expenses of the Property and a statement of changes in financial position, each in reasonable detail and certified by Mortgagor and, if Lender shall require, by an independent certified public accountant. Mortgagor shall furnish, together with the foregoing financial statements and at any other time upon Lender's request, a cash schedule for the Property, certified by Mortgagor or Mortgagor's beneficiary, showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date, the rent payable and the rent paid. In addition to the foregoing, at Lender's request, Mortgagor shall furnish such financial statements and other documents or records within 120 days following the close of each calendar year. All financial statements and other documents or records pursuant to this paragraph 10 shall be provided at Mortgagor's sole expense.

(11) **Condemnation.** Mortgagor shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect or whether by eminent domain or otherwise, of the Property, or part thereof, and Mortgagor shall appear in and prosecute any such action or proceeding, unless otherwise directed by Lender in writing. Mortgagor authorizes Lender, at Lender's option, as attorney-in-fact for Mortgagor, to commence, appear in and prosecute, in Lender's or Mortgagor's name, any action or proceeding relating to any such condemnation or other taking of the Property, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any such condemnation or other taking of the Property, except the cost of such conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender, subject to the rights of the lessor under the ground lease.

Mortgagor authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to restoration or repair of the Property or to payment of the sums secured by this instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof, with the balance, if any, to Mortgagor. Unless Mortgagor and Lender 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 paragraphs 1 and 12 hereof or change the amount of such installments. Mortgagor agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Lender may require.

(12) **Lien Not Released.** From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Mortgagor, Mortgagor's successors or assigns or of any junior holder or co-owners or guarantors, without liability on Lender's part and notwithstanding Mortgagor's breach of any covenant or agreement of Mortgagor in this instrument, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release any other person, co-ordinately or otherwise liable on any of said indebtedness, accept a renewal note or note; therefore 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 easement, join in any extension or subordination agreement, and agree in writing with Mortgagor to modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable thereunder. Any actions taken by Lender pursuant to the terms of this paragraph 12 shall not affect the obligations of Mortgagor or Mortgagor's successors or assigns to pay the sums secured by this instrument and to observe the covenants of Mortgagor 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 his interest in the Property. Mortgagor shall pay Lender a reasonable service charge, together with such title insurance premiums and attorneys' fees as may be incurred, at Lender's option, for any such action if taken at Mortgagor's request.

(13) **Forbearance by Lender Not a Waiver.** No waiver by Lender of any right under this instrument shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this instrument or of any provision of this instrument as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence. By accepting payment of any sum secured hereby after its due date or by making any payment or performing any act on behalf of Mortgagor that Mortgagor was obligated hereunder but failed to make or perform, or by adding any payment so made by Lender to the indebtedness secured hereby, Lender does not waive its right to require prompt payment when due of all sums so secured or to require prompt performance of all or parts of the required hereunder, or to declare a default for failure so to pay.

(14) **Estoppel Certificate.** Mortgagor shall within ten days of a written request from Lender furnish Lender's by a written statement, duly acknowledged, setting forth the sums secured by this instrument and any right of set-off, counterclaim or other defense which exists against such 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 Mortgagor hereby grants Lender a security interest in said items. Mortgagor agrees that Lender may file this instrument, or a reproduction thereof, in the appropriate records or index for Uniform Commercial Code filings, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals, and amendments thereto, and reproductions of this instrument in such form and manner as Lender may require to perfect a security interest with respect to said items. Mortgagor 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 search or for financing statements. Lender may reasonably require. Without the prior written consent of Lender, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacement and addition thereto. Upon Mortgagor's breach of any covenant or agreement of Mortgagor contained in this instrument, including the covenants topically when due all sums secured by this instrument, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may invoke the remedies provided in paragraph 21 of this instrument as to such items. In exercising any of said 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 21 of this instrument.

(16) **Lease of the Property.** As used in this paragraph 16, the word "lease" shall mean "sublease" of this instrument as on a leasehold. Mortgagor shall comply with and observe Mortgagor's obligations as landlord under all leases of the Property, or any part thereof. Mortgagor, at Lender's request, shall furnish Lender with executed copies of all leases now existing or hereafter made of all or any part of the Property, and all leases now or hereafter entered into will be in form and substance subject to the approval of Lender. Unless otherwise waived by Lender, all leases of the Property shall specifically provide that such leases (a) are subordinate to this instrument, (b) that the tenant attornys to Lender, such attornment to be effected upon Lender's acquisition of title to the Property, (c) that the tenant agrees to execute such further or other forms of attornment as Lender may from time to time request, (d) that the attornment of the tenant shall not be terminated by foreclosure, and (e) that Lender may, at Lender's option, accept or reject such attornment. Mortgagor shall not, without Lender's written consent, create, modify, terminate, extinguish or in writing, any lease now existing or hereafter made of all or any part of the Property providing for a term of three years or more, permit an assignment or sublease of such a lease without Lender's written consent, or request or consent to the subordination of any lease of all or any part of the Property to any item subordinate to this instrument. If Mortgagor becomes aware that any tenant proposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent, Mortgagor shall (i) take such steps as shall be reasonably calculated to prevent the accrual of any right to a set off against rent, (ii) notify Lender thereof and of the amount of said set off, and (iii) within ten days after such accrual, reimburse the tenant who shall have acquired such right to set off or take such other steps as shall effectively discharge such set off and as shall assure that rents thereafter due shall continue to be payable without set off or deduction.

(34) **Future Advances.** Upon request of Mortgagor, Lender, or Lender's option made to one of the Mortgagors, may make Future Advances to Mortgagor. Such Future Advances, with interest thereon, shall be included in the amount of the Mortgage when evidenced by promissory notes stating that said notes are secured hereby. 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 plus

NINE

(35) **Waiver of Right of Redemption.** Mortgagor has been directed by its beneficiary to and hereby does waive any and all rights of redemption from sale under any order of foreclosure of this Mortgage on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring an interest in or title to the Property subsequent to the date of this Mortgage.

CITIZENS NATIONAL BANK & TRUST CO. OF CHICAGO

This Mortgage is executed by
not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the Lender herein and by every person now and hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on said Trustee personally to pay said Note or any interest that may accrue thereon, on any indebtedness accruing hereunder or to perform any covenants, either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery for any breach of any warranty contained in this Mortgage and any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the Property hereby conveyed by enforcement of the provisions hereof and of said Note, and any other instrument given to secure Note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said Note.

(36) **General Provisions:** (a) This Mortgage applies to, insures to the benefit of, and binds, all parties hereto and their successors and assigns. (b) the term "Mortgagor" shall mean the

CITIZENS NATIONAL BANK & TRUST CO. OF CHICAGO

as Trustee and where the context permits or requires the owners of the beneficial interest in Trust No. 440
and their respective personal representatives, successors and assigns. (c) the term "Lender" shall mean the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Lender herein; (d) wherever the context so requires, the masculine, feminine, and neuter genders each includes the others, the singular number includes the plural, and vice versa, and (e) captions and paragraph headings used herein are for convenience only, are not a part of this Mortgage and shall not be used in construing it.

IN WITNESS WHEREOF, MORTGAGOR has executed this Instrument or has caused the same to be executed by its representatives thereunto duly authorized.

LOAN NO. 286914-0

CITIZENS NATIONAL BANK & TRUST CO. OF CHICAGO, TRUSTEE UNDER TRUST AGREEMENT DATED
OCTOBER 27, 1988, AND KNOWN AS TRUST NUMBER 440

ATTEST: _____ as Trustee as aforesaid, and not personally or individually

By: _____

Rosie L. Patrick

Its Secretary

By: _____

Frank P. Kamper

Its President

STATE OF ILLINOIS

COUNTY OF COOK

| ss

I, Rosie L. Patrick,
County, in the State aforesaid, DO HEREBY CERTIFY that
and Jerry D. Mackey

a Notary Public, in and for and residing in

Frank P. Kamper

President and

Secretary, respectively, of CITIZENS NATIONAL BANK & TRUST COMPANY OF CHICAGO,
personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such
President and Secretary, respectively, appeared before me this day in person and being first duly sworn by me
severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act
of said company, for the uses and purposes therein set forth and the said Secretary, as custodian of the
corporate seal of said company, did affix the corporate seal of said company to said instrument as said
Secretary's own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this 4th day of November, 1988



Rosie L. Patrick

Notary Public

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(c) Waiver of Mortgagee's Right to Foreclose: The Note waives all right of foreclosure excepting to such Property as Adjustable Mortgages. Under this Note, the holder of the Note may foreclose his or her interest in the Note by action of replevin or by action of specific performance. Mortgagor agrees that if Lender's request is denied under additional title or other proceedings, he or she will be liable to Lender for all attorney's fees and costs incurred by Lender in connection therewith.

11. WAIVER OF MARSHALING. 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 to satisfy any debt or obligation of the Debtor(s) to Lender or to any other Person.

3. Statement of Diggingation. Lender may collect a fee of \$50.00 or such greater maximum amount as is allowed by law for recording of a copy of a duly signed instrument regarding the condition of or balance owing under the Note secured by this Deed.

(23) **Misrepresentation or Non-disclosure.** Morganage has made certain written representations to the Plaintiff concerning the nature and quality of the goods supplied by him which were false and misleading.

(28) **Offenses.** No indemnities secured by this instrument shall be deemed to have been offered or compensated by all or part of any claim, cause of action, counterclaim or crossclaim, arising out of or in connection with the conduct of any business or operation of the company.

such cause of action may be asserted by the plaintiff against the defendant, and the defendant may be compelled to appear in and prosecute such action in its own name, any action or proceeding to enforce any of the aforesaid agreements shall be deemed to be brought by the plaintiff in his individual capacity.

Remedial Classes Each remedial class will be exclusive of any other remedial class. Every power or right heretofore exercised by the Board, and every privilege or immunity thereto belonging, shall be superseded in any order or class of students over whom it has been exercised.

the power to collect such debts, as well as authority to sue for the recovery of debts or sums due under contracts of mortgage or otherwise.

(a) When the landowner has been required by acceleration of otherways, the landowner shall have the right to order the removal of all obstructions to the use of his land, and the expenses so incurred shall be paid by the party who caused them.

(b) When the landowner has been required by acceleration of otherways, the landowner shall have the right to demand payment of all expenses which may be incurred by him in removing such obstructions, and the party who caused them shall pay the same.

(c) When the landowner has been required by acceleration of otherways, the landowner shall have the right to demand payment of all expenses which may be incurred by him in removing such obstructions, and the party who caused them shall pay the same.

(d) When the landowner has been required by acceleration of otherways, the landowner shall have the right to demand payment of all expenses which may be incurred by him in removing such obstructions, and the party who caused them shall pay the same.