

TRUST DEED

UNOFFICIAL COPY

90399541

HERITAGE GLENWOOD BANK
18301 S HALSTED STREET
GLENWOOD, IL 60425

1990 AUG 16 AM 10:47

90399541

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made August 8, 1990, between
HERITAGE GLENWOOD BANK and CBP ENGINEERING CORP., herein referred to as "Mortgagor", and
HERITAGE GLENWOOD BANK, an Illinois corporation doing business in Glenwood, IL, herein referred to as Trustee, witnesseth:
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described,
said legal holder or holders being herein referred to as Holders of this Note, in principal sum of \$450,000.00
FOUR HUNDRED FIFTY THOUSAND AND NO/100 Dollars,
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to

HERITAGE GLENWOOD BANK

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the principal remaining from time to time unpaid at the rate of * per cent per annum in instalments as follows:

15.00

FIVE THOUSAND TWO HUNDRED NINETEEN AND 47/100
(\$5,219.47)
Dollars on the 7th day of September 1990 and FIVE THOUSAND TWO HUNDRED NINETEEN AND 47/100
(\$5,219.47)

Dollars on the 7th day of each MONTH thereafter until said note is fully paid except the final payment of principal and interest, if not sooner paid, shall be due on the 7th day of August 1999. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Glenwood, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Heritage Glenwood Bank in said City.

This instrument prepared by: Heritage Glenwood Bank/Janet Barnes
18301 S. Halsted St., Glenwood, IL

NOW, THEREFORE, the Mortgagors to secure payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all their estate, right, title and interest therein, situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS.

- * Initially at 11.21% and fixed at 300 basis points over the three year Treasury rate and adjusted every three years thereafter according to this Index: FRS Release H.15(519). Monthly installment payments herein shall be determined as though this loan was being amortized over a period of 180 months.
- ** 5.00% above the rate in effect before default occurred.

SEE LEGAL, DEFAULT & REMEDIES, AND COVENANTS ATTACHED HERETO AND MADE A PART HEREOF:

RIDER TO COMMERCIAL 1ST MORTGAGE DATED AUGUST 8, 1990

Default and Remedies: The following shall constitute a Default hereunder:

1. If the Bank has not received an installment payment within 10 days of the due date;
2. If Borrower fails for 20 days after written notice from the Bank to do any other thing required by the Borrower by this Note or by the Loan Documents;
3. If the Borrower shall make an assignment for the benefit of creditors;
4. If a voluntary or involuntary petition for relief under any of the laws of the U.S. Bankruptcy Act of 1978, as amended, shall be filed with respect to CBP Engineering Corporation and not dismissed within sixty (60) days after such filings.

Remedies:

The Bank may declare without further notice the entire principal balance outstanding together with interest immediately due and payable. The Bank shall be entitled to recover from Borrower all costs, fees, attorney fees, and other expenditures paid or incurred by the Bank in connection with such default.

In the event of default, the default rate will be 5% above rate in effect before default occurred.

Any installment herein not paid within ten (10) days of its due date shall bear a late charge in the amount of five (5%) of the unpaid amount of the installment.

Covenants:

- A.) Any transfer of stock or change in ownership or control will require immediate payment in full of this and all other indebtedness to Heritage Glenwood Bank.
- B.) The consolidated tangible net worth of CBP Engineering Corp. shall be at least \$1,000,000.00.
- C.) The ratio of total debt of CBP Engineering Corp. to tangible net worth shall not exceed 1.0 to 1.0.
- D.) Annual dividends are limited to 25% of the previous year's net income.
- E.) No additional debt is allowed without the written approval of Heritage Glenwood Bank.
- F.) Default under the terms of this commitment and/or subsequent notes, mortgages and security agreements constitutes default in the performance of any other obligation to Heritage Glenwood Bank.
- G.) Borrower shall maintain the real estate and improvements so as to not be in violation of any State or Federal EPA requirements or guidelines.

A TRACT OF LAND COMPRISING PART OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 16 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTH 1/2 OF NORTH EAST 1/4 OF SECTION 9, SAID POINT BEING 348.33 FEET WEST OF THE INTERSECTION OF SAID NORTH LINE WITH THE WESTERLY LINE OF THE 50 FOOT STRIP OF LAND LYING WESTERLY, OF AND ADJOINING THE RIGHT OF WAY OF THE BALTIMORE AND CHICAGO TERMINAL RAILROAD (SAID 50 FOOT STRIP CONVEYED TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY DEED RECORDED JULY 8, 1922, AS INSTRUMENT 756572); AND RUNNING THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 135 FEET; THENCE SOUTH PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 350 FEET TO THE NORTH LINE OF 194TH ST; THENCE EAST ALONG SAID NORTH LINE OF SAID SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 9, A DISTANCE OF SAID NORTH LINE OF 194TH ST, A DISTANCE OF 135 FEET; THENCE SOUTH PERPENDICULAR THE SAID NORTH LINE OF SAID SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 9, A DISTANCE OF 550 FEET TO THE POINT OF BEGINNING.

Legal

pin: 32-09-201-016-000

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1. Mortgagors shall (1) promptly repair, replace or rebuild any building or improvements now or hereafter on the premises which may become damaged or destroyed. (2) keep said premises in good condition and repair without waste and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note. (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall be liable for the payment of all general real estate taxes and shall deposit or cause to be deposited with the Trustee named in this Trust Deed or with the legal holder of the note referred to herein on the first day of each and every month during the term of said loan a sum equal to one twelfth of the estimated general real estate taxes next accruing against said premises computed on the amount of the last ascertainable real estate taxes. Mortgagors shall pay special taxes, special assessment water charges, sewer charges and other charges against the premises when due and shall upon written request furnish to Trustee or to holders of the note referred to herein duplicate receipts therefor.

3. Mortgagors shall cause all buildings and improvements now or hereafter situated on said premises to be insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration. Mortgagors shall deposit with the Trustee an amount equivalent to one twelfth of the annual insurance premiums on the first day of each and every month during the term of said loan. The amounts deposited under the real estate tax reserve and insurance reserve referred to in paragraphs two and three hereof shall be held by the Trustee or the legal holder of the note as and for a Sinking Fund to be used by the Trustee or the legal holder of the note to pay the general real estate taxes levied against said premises and insurance premiums as and when the same become due and payable.

4. In case of default herein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven percent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained. Any delinquency in the amount of any monthly payment shall constitute an event of default and the Trustee or the holders of the note secured hereby may collect a "late charge" on each payment more than fifteen days in arrears to cover the extra expense involved in handling delinquent payments.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, or (b) for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or to the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven percent per annum, when paid or incurred by Trustee or holders of the note in connection with any proceeding, including probable and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit (or the foreclosure hereof) or the accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, or account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining on and on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose, this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and a deficiency.

10. No action for the enforcement of the lien or of any provision shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor Trustee, such successor Trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior Trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original Trustee and it has never executed a certificate or any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of titles in which the instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors; and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

16. In the event of the sale or transfer of the Title to the premises described herein, the holder of the note secured hereby may at its option declare the entire amount of the indebtedness to be immediately due and payable.

90399541

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THIS TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under identification No. 90-08-08

by James P. Underwriter
Sr. ~~XXXXXX~~ Vice President
~~XXXXXXXXXXXXXX~~

DELIVERY INSTRUCTIONS
NAME HERITAGE GLENWOOD BANK
STREET JANET BARNES
18301 S HALSTED ST.
CITY GLENWOOD, IL 60425
BOX 333 - TH OR

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
335 W. 194th Street
Glenwood, IL

RECORDED IN OFFICE BOX 44757 MPX

UNOFFICIAL COPY

0000-016-201-09-32 PIN

Legal: A Tract of Land comprising part of the South 1/2 of the Northeast 1/4 of Section 9, Township 35 North 14 East of the Third Principal Meridian, Cook County, Illinois, said Tract of Land described as follows: Beginning at a point on the North line of said South 1/2 of Northeast 1/4 of Section 9, said point being 348.33 feet west of the intersection of said North line with the westerly line of the 50 foot strip of land lying westerly of and adjoining the right of way of the Baltimore and Ohio, Chicago Terminal Railroad (said 50 foot strip conveyed to Public Service Company of Northern Illinois by deed recorded July 8, 1922, as Document No. 7567576); and turning thence west along said North line, a distance of 165 feet; thence South perpendicular to said North line, a distance of 550 feet to the point of beginning.

Property of Cook County Clerk's Office

HERITAGE GLENWOOD BANK
JANET BARNES
18301 S HALSTED ST.
GLENWOOD, IL 60425
CITY: GLENWOOD, IL 60425
NAME: HERITAGE GLENWOOD BANK
STREET: JANET BARNES
18301 S HALSTED ST.
GLENWOOD, IL 60425
BOX 333 - TH
OR
INSTRUCTIONS

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THIS TRUST DEED IS FILED FOR RECORD.
IMPORTANT
The installment Note mentioned in the within Trust Deed has been identified herewith under identification No. 90-08-08

1. Mortgages shall be promptly repaired, restored or rebuilt any building or improvements now or hereafter on the premises which may become damaged or destroyed. (2) Keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for...
2. Mortgages shall be promptly repaired, restored or rebuilt any building or improvements now or hereafter on the premises which may become damaged or destroyed...
3. Mortgages shall be promptly repaired, restored or rebuilt any building or improvements now or hereafter on the premises which may become damaged or destroyed...
4. In case of default in the note, the Trustee or the holder of the note may, but need not, make full or partial payments of principal or interest on prior mortgages in any form and manner deemed expedient...
5. The Trustee or the holder of the note may, but need not, make full or partial payments of principal or interest on prior mortgages in any form and manner deemed expedient...
6. Mortgages shall be promptly repaired, restored or rebuilt any building or improvements now or hereafter on the premises which may become damaged or destroyed...
7. When the indebtedness is fully secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose...
8. Upon or any time after the filing of a bill to foreclose...
9. The Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose...
10. No action for the enforcement of the lien or of any provision shall be subject to any defense which would not be good and available to the party applying to enforce the lien...
11. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose...
12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obtained by the terms hereof...
13. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid...
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed in case of the resignation, inability or refusal to act of Trustee...
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon all persons and all persons claiming under it, whether or not such persons shall have executed the note or this Trust Deed...
16. In the event of the sale or transfer of the title to the premises described herein, the holder of the note secured hereby may at its option declare the entire amount of the indebtedness to be immediately due and payable.

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UNOFFICIAL COPY

Notary Public in and for the State of Illinois
Mary Lou Ruiz
OFFICIAL SEAL

Notary Public

Mary Lou Ruiz

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 8 day of Aug 19 98

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

STATE OF ILLINOIS }
County of Cook }
SS }
the undersigned

Brian Gallagher, President
CBP ENGINEERING CORP.
(SEAL) (SEAL)

WITNESS the hand and seal of Mortgagors the day and year first above written.

TO HAVE AND TO HOLD the premises unto the said Trustee, his successors and assigns, forever, for the purpose, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or hereafter used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, radiator beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

335 W. 194th St., Glenwood, IL

which, with the property hereinafter described, is referred to herein as the "premises," 335 W. 194th St., Glenwood, IL

Faint, mostly illegible text, likely a continuation of the legal instrument or a separate document page.

Cook County Clerk's Office

INSTRUCTIONS
BOX 333 - TH

REGISTERED

HERITAGE GLENWOOD BANK
NAME
STREET
CITY
GLENWOOD, IL 60425

Glenwood, IL

335 W. 194th Street

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THIS TRUST DEED IS FILED FOR RECORD

IMPORTANT

The installment Note mentioned in the within Trust Deed has been identified herewith under identification No. 90-08-08

St. ...
Vice President

1. Mortgages shall be promptly repaired, restored or rebuilt any building or improvements now or hereafter on the premises which may become damaged or destroyed. (2) Keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for non repair, except as to municipal ordinance or law of municipal ordinance. (3) Pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof. (4) Upon request, exhibit satisfactory evidence of the discharge of such prior lien or charge on the premises. (5) Comply with all complete within a reasonable time any building or improvements now or hereafter on the premises and the use hereof. (6) Make no material alterations in said premises except as required by law or municipal ordinance.

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2. Mortgages shall be promptly repaired, restored or rebuilt any building or improvements now or hereafter on the premises which may become damaged or destroyed. (2) Keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for non repair, except as to municipal ordinance or law of municipal ordinance. (3) Pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof. (4) Upon request, exhibit satisfactory evidence of the discharge of such prior lien or charge on the premises. (5) Comply with all complete within a reasonable time any building or improvements now or hereafter on the premises and the use hereof. (6) Make no material alterations in said premises except as required by law or municipal ordinance.

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4. Mortgages shall be promptly repaired, restored or rebuilt any building or improvements now or hereafter on the premises which may become damaged or destroyed. (2) Keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for non repair, except as to municipal ordinance or law of municipal ordinance. (3) Pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof. (4) Upon request, exhibit satisfactory evidence of the discharge of such prior lien or charge on the premises. (5) Comply with all complete within a reasonable time any building or improvements now or hereafter on the premises and the use hereof. (6) Make no material alterations in said premises except as required by law or municipal ordinance.