

BOOK 1160 PAGE 993

which bond or bonds shall name the Buyer, the Seller and the construction loan mortgagee (if there be a construction loan with respect to said construction) as obligees thereof.

(b) Buyer shall, at all times until all amounts due to Seller are paid in full, and at his own cost and expense, keep and maintain or cause to be kept and maintained in repair and good condition, ordinary wear and tear excepted, all buildings, equipment, fixtures and improvements that are erected or installed on the Premises at the time of the Closing or erected or installed thereon at any time thereafter, and shall use all reasonable precaution to prevent waste, damage or injury. Seller shall not be required to furnish any services or facilities or to make any improvements, repairs or alterations in or to the properties during the term of this Agreement. Buyer shall replace any such items that cannot be repaired.

(c) Until the payment of all amounts due Seller under this Agreement or in the event of the termination of this Agreement after default or otherwise, title to any building or buildings or improvements situated or erected on the properties and the building equipment and other items installed thereon and any alteration, change or addition thereto shall remain solely in Seller.

14. Covenant Against Liens. If, because of any act or omission of Buyer, any mechanic's lien or other lien,

4328 RV-2