

and of the property acquired or constructed in replacing the property destroyed and of the repairs made in repairing the property damaged, and stating or specifying (a) the amount of expenditures so made or incurred in acquiring or constructing property replacing the property destroyed or in making repairs of the property damaged, (b) the aggregate amount of cash the withdrawal of which is then requested, (c) the liens, if any, prior to the lien of this Indenture then existing on the property destroyed or damaged or as would have then existed thereon if the same had not been so destroyed or damaged, and the principal amount thereof, (d) the liens, if any, prior to the lien of this Indenture, existing on the property so acquired or constructed and the repairs so made and the principal amount thereof, (e) that none of such property so acquired or constructed or of such repairs has theretofore been made the basis of the withdrawal of cash or the release of property pursuant to any provision of this Indenture, and (f) that all conditions precedent provided for in this Indenture, in respect of the withdrawal of proceeds of insurance then requested, have been complied with;

(2) an opinion of counsel, dated not more than thirty (30) days prior to the date of the filing thereof with the Trustee, specifying the instruments of conveyance, assignment and transfer necessary to vest in the Trustee, to hold as part of the mortgaged property, the property acquired or constructed and described in the certificate mentioned in subdivision (1) of this subsection (d) and the repairs made and so described, or stating that no such instruments are necessary for such purpose, and also stating (a) that the Obligors have good and valid title to such property, and to such repairs, subject to no lien, charge or encumbrance thereon prior to the lien of this Indenture (except such as are specified in said certificate as required by clause (d) of subdivision (1) of this subsection (d)); (b) that the instruments of conveyance, assignment and transfer above specified, if any, are sufficient to subject such property and such repairs to the lien of this Indenture, subject to no lien, charge or encumbrance thereon prior to the lien of this Indenture (except as aforesaid); (c) that the liens specified in said certificate as required by clause (d) of said subdivision (1) are correctly referred to in said certificate and include none except the liens which, other than the lien of this Indenture, existed on the property destroyed or damaged and described in said certificate,