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SALE 50% OFF

¹⁴ The Prudential Regulation Authority has also issued a statement on capital requirements for banking groups, which will have to be adopted by the end of 2012.

(3) If at any time during the term of this Note, the Lender shall have reason to believe that the Borrower has taken any physical, or fails to do any act required in this Note, or does any act different from that set forth above, Borrower shall be in default and the Lender may, at the Lender's option, exercise all rights against Borrower and without releasing Borrower from any liability, may, in law, do the same as would otherwise be done by a court of law in a suit brought by the Lender against Borrower, including but not limited to, without limiting the generality of the foregoing, Lender being authorized to enter upon such property for such purpose, and to remove, sell, or otherwise dispose of any property, fixtures, equipment, chattels, or other personal property which in its judgment is or appears to be prior or otherwise liable to the payment of the indebtedness hereunder, but only for purposes to repay any amount so expended on account of such default.

... upon demand by sum advanced or
paid by Lender or Borrower under any
of the above credit facilities, shall be required herein and bear
interest from the date it was advanced
shall such sum and interest be paid to Lender at its sole discretion to credit the margin to which payments of principal shall

the right to borrow shall be

такой крайней мере для того, чтобы избежать, как это выражается в письме к Адаму, «затруднений в изложении».

10. The following table summarizes the results of the study. The first column lists the variables, the second column lists the estimated coefficients, and the third column lists the standard errors.

(17) No Wolverine by Lorient. No, we are by Lorient, and we shall not be
of any right entitled to London under this Note,
claimed a Wolverine as to any bill of exchange,
any payment or performing any bill of exchange
any payment so made by Lorient,
or all other sums so mentioned.

(18) Modification In Writing
In Interest to Borrower
In writing signed by the Lender, this note may be modified.

(19) Right to Collect and to Set Off. London hereby grants permission to Borrower to collect and profitably apply amounts due and payable by the Borrower to London.

(2) Remedies. No remedy herein set forth shall be cumulative. Every remedy of which either of them may be otherwise entitled may be

In order to minimize the risk of loss and certainty of the right to receive a return thereon provided, Borrower waives any and all rights of offset which Borrower may have against Lender, and no offset made by Lender shall relieve Borrower from paying installments as they become due.

(2) **Proceedings at Mortgagors.** When the mortgagor has been secured shall become due whether by acceleration or otherwise, the Lender shall have all rights to foreclose the then existing right to foreclose the then owned, then held, then allowed and included as principal or secondary in the due date of such amounts, interest and expenses which may be paid or incurred by or on behalf of Lender for attorney's fees, appraisal fees, witness fee, documentary and export evidence, messenger's charges, publication cost and costs of advertising and abstracting of title, all amounting for the mortgagor. Such fees, charges and costs may be estimated as to items to be expended after notice of the election, and there may docket reasonably necessary within 10 days of such notice to bidders at any sale which may be made by the Lender or his agent, and the same may be sold at such time as the Lender may determine in the opinion of the Lender. All expenditures and expenses of such sale shall be paid by the Lender and the Lender shall be entitled to collect from the mortgagor the amount so expended for the insured property and shall be immediately due and payable to the Lender at the rate specified in the note. Such expenditures and expenses shall include expenditures made in connection with any proceeding to which Lender shall be party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; the preparation for the commencement of any suit for foreclosure hereof, after notice of such right to foreclose whether or not actually commenced; the preparation for the defense of any threatened suit, presumption which might affect the property or the security named, whether or not actually commenced, for any efforts for collection of any past due indebtedness secured hereby. The proceeds of any foreclosing sale of the property shall be collected and applied in the following order of priority: first, on account of all debts and expenses incidental to the foreclosure proceedings, including all such items as are mentioned in this paragraph hereof; second, all debts, taxes and other charges for the sum of money contained in the indebtedness secured by this Mortgage; third, any surplus to

(22) Appointment of Receiver. I, the Borrower, do hereby appoint the Plaintiff or at my later option, the Plaintiff or any other party holding a Complaint to foreclose this Mortgage the court in which such complaint is filed, to act as receiver of the property herein described as Mortgaged in possession. Such appointment may be made either before or after filing, without notice, without regard to the Insolvency or Insolvency at the time of application for such receiver, of the property or of the Borrower, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the property rights, tenures and profits of the Borrower, so long as the possession of such foreclosure suit, as well as during any further times when Borrower, his executors or administrators, or his assigns, or any of them, shall be entitled to collect such rents, issues and profits, and all expenses and costs of such receiver, as are usual in such cases for the protection, preservation, control, management and operation of the property, and the same to be paid by the Borrower. The court from time to time may fulfill also the receiver's or Mortgagor's in possession to apply the net proceeds of sale of the property to them in payment to whom or in part of the indebtedness and other sums secured hereby, or in payment of any tax or assessment or other lien which may be or become superior to the lien hereof or superior to a decree foreclosing this Mortgage, and such application is made prior to furnishing a sale in case of a judicial sale, the property, or so much thereof as may then be affected by this Mortgage, may be sold in one parcel.

(28) Waiver of Statute of Limitations: This is a valid and binding instrument notwithstanding any provision in any document or agreement between the parties which purports to limit the time within which either party may sue the other for any claim arising out of or in connection with this Mortgage, and neither party shall be permitted to assert such provision as a defense against the other party.

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• 686 • MAY 1981 • VOL 58, NO 5 • JOURNAL OF CLIMATE AND APPLIED METEOROLOGY

1960-1961: The first year of the new program, the first year of the new school.

young ADULTS

STATE OF ILLINOIS

188 Tribune Admiring

ATTENTION COMPANY OFFICERS
COLONIAL INSURANCE CO. LTD. LTD.

1. **AGREEMENT OF THE PARTIES** AND BOUNDING OF THE CONTRACT

1.1 This Agreement is made and entered into by **VIVY PERIODIC HOLDINGS INC.** ("VIVY") and **PERIODIC HOLDINGS INC.** ("PHI") on the one hand, and **JOHN D. HARRIS** ("HARRIS") and **JOHN D. HARRIS JR.** ("JOHN D. HARRIS JR.") on the other hand, effective as of the date first written above.

1.2 VIVY and PHI are hereinafter referred to collectively as the "Parties" and individually as a "Party".

1.3 The Parties have agreed to enter into this Agreement, and the Parties do hereby agree to the following terms and conditions:

CHICAGO

(33) **Ways of Right of Recovery** - The Borrower of the Money may demand payment of the amount due him by giving notice to the Borrower and on behalf of each and every person, except his wife, minor children and dependents, who are liable to pay him the amount due him, and the Borrower shall pay him the amount due him within thirty days from the date of such notice, failing which the Borrower shall be liable to pay him double the amount due him.

(34) **Redemption from Judgment** - Any holder of the Judgment may sue for the recovery of the amount due him by giving notice to the Borrower and on behalf of each and every person, except his wife, minor children and dependents, who are liable to pay him the amount due him, and the Borrower shall pay him the amount due him within thirty days from the date of such notice, failing which the Borrower shall be liable to pay him double the amount due him.

(35) **Interest Rate** - The Borrower may demand payment of the amount due him within thirty days from the date of such notice, failing which the Borrower shall be liable to pay him double the amount due him.

(36) **Redemption from Attachment** - Any holder of the Attachment may sue for the recovery of the amount due him by giving notice to the Borrower and on behalf of each and every person, except his wife, minor children and dependents, who are liable to pay him the amount due him, and the Borrower shall pay him the amount due him within thirty days from the date of such notice, failing which the Borrower shall be liable to pay him double the amount due him.

(37) **Redemption from Garnishment** - Any holder of the Garnishment may sue for the recovery of the amount due him by giving notice to the Borrower and on behalf of each and every person, except his wife, minor children and dependents, who are liable to pay him the amount due him, and the Borrower shall pay him the amount due him within thirty days from the date of such notice, failing which the Borrower shall be liable to pay him double the amount due him.

(38) **Redemption from Foreclosure** - Any holder of the Foreclosure may sue for the recovery of the amount due him by giving notice to the Borrower and on behalf of each and every person, except his wife, minor children and dependents, who are liable to pay him the amount due him, and the Borrower shall pay him the amount due him within thirty days from the date of such notice, failing which the Borrower shall be liable to pay him double the amount due him.

(39) **Redemption from Sale by Sheriff** - Any holder of the Sale by Sheriff may sue for the recovery of the amount due him by giving notice to the Borrower and on behalf of each and every person, except his wife, minor children and dependents, who are liable to pay him the amount due him, and the Borrower shall pay him the amount due him within thirty days from the date of such notice, failing which the Borrower shall be liable to pay him double the amount due him.

(40) **Redemption from Sale by Auctioneer** - Any holder of the Sale by Auctioneer may sue for the recovery of the amount due him by giving notice to the Borrower and on behalf of each and every person, except his wife, minor children and dependents, who are liable to pay him the amount due him, and the Borrower shall pay him the amount due him within thirty days from the date of such notice, failing which the Borrower shall be liable to pay him double the amount due him.

(41) **Redemption from Sale by Receiver** - Any holder of the Sale by Receiver may sue for the recovery of the amount due him by giving notice to the Borrower and on behalf of each and every person, except his wife, minor children and dependents, who are liable to pay him the amount due him, and the Borrower shall pay him the amount due him within thirty days from the date of such notice, failing which the Borrower shall be liable to pay him double the amount due him.

(42) **Redemption from Sale by Assignee** - Any holder of the Sale by Assignee may sue for the recovery of the amount due him by giving notice to the Borrower and on behalf of each and every person, except his wife, minor children and dependents, who are liable to pay him the amount due him, and the Borrower shall pay him the amount due him within thirty days from the date of such notice, failing which the Borrower shall be liable to pay him double the amount due him.

(43) **Redemption from Sale by Subagent** - Any holder of the Sale by Subagent may sue for the recovery of the amount due him by giving notice to the Borrower and on behalf of each and every person, except his wife, minor children and dependents, who are liable to pay him the amount due him, and the Borrower shall pay him the amount due him within thirty days from the date of such notice, failing which the Borrower shall be liable to pay him double the amount due him.

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which would result in the Mortgagee being entitled to payment of part of any claim, cause of action, claim or cause of action, or right to sue, which the Mortgagor may have or may claim to have against the Mortgagor, or his or her heirs, executors, administrators, successors, assigns, or personal representatives, or any other person, for the payment of any sum or sums due under the Mortgage, or for any other purpose, and the Mortgagor shall be liable to the Mortgagee for all costs and expenses, including legal fees, incurred by the Mortgagee in connection therewith.

(c) Inspection and Business Records. Under any circumstance of this license, the controller shall inspect such documents, instruments and records as may be required by law or by the authority having jurisdiction over the establishment.

(P4) Future Adventures. Upon request of Borrower, Lender at Lender's option prior to a release of this Mortgage, may make Future Advances to Borrower. Such future Advances, with interest thereon shall be measured by this Mortgage, may make Future Advances to Borrower.

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(16) Right to Collect and Record Personal Information
A person has the right to collect and record personal information about him/herself or another person without prior authorization, and to receive a copy of such personal information in writing.
A person has the right to collect and record personal information about him/herself or another person without prior authorization, and to receive a copy of such personal information in writing.
A person has the right to collect and record personal information about him/herself or another person without prior authorization, and to receive a copy of such personal information in writing.

(16) Acceleration of Learning Rights of Students and Right of Learners to Decide on Their Own Future. Every student has the right to decide on his/her own future after completion of secondary education. Every student has the right to receive information about his/her future studies and training opportunities. Every student has the right to receive information about his/her future studies and training opportunities. Every student has the right to receive information about his/her future studies and training opportunities.

(12) Failure of Borrower to Comply with Mortgagage. Should a Borrower fail to do any act required in this Agreement, shall have declared hereby immediately due and payable.

(13) Advance of Funds. Advances under this Mortgagage, or to do any obligation secured hereby in any way shall be in any amount necessary to pay all expenses of collection, including attorney's fees, and shall be paid by the Borrower to the Lender.

(14) Application of Funds. Lender shall have the right at its sole discretion to direct the manner in which payments of principal and interest and other amounts due hereunder shall be applied upon the application of funds received by him from the Borrower.

(15) Obligation of Borrower. Lender shall have the right to require payment in advance of Borrower's obligation to him.

(16) Joint and Several Obligation of Persons. In the event of joint and several liability of two or more persons for the payment of any amount due hereunder, each obligor shall be liable for his proportionate share of such amount.

(24) Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. Any sum shall then be the total amount of the indebtedness secured by this Mortgage, notwithstanding sums advanced in accordance therewith to protect the security of the Mortgage exceed the original amount of the Note plus **NONE**.

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(25) Inspection and Business Records. Lender at any time during the continuation of this Mortgage may enter and inspect such property at any reasonable time. Borrower agrees that in the event that such property is now or hereafter used for commercial or residential income purposes, that when requested by Lender, Borrower will promptly deliver to Lender such certified financial statements and profit and loss statements of such types and at such intervals as may be required by Lender which will be in form and content prepared according to the generally accepted accounting principles and practices, which statements shall cover the financial operations relating to such property, and Borrower further agrees, when requested by Lender, to promptly deliver in writing such further additional information as required by Lender relating to any of such financial statements.

(28) Governing Law; Severability. The loan secured by this Mortgage is made pursuant to, and shall be construed and governed by, the laws of the United States and the rules and regulations promulgated thereunder, including the federal laws, rules and regulations for federal savings and loan associations. If any paragraph, clause or provision of this Mortgage or the note or any other notes or obligations secured by this Mortgage is determined by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so determined and shall not affect the remaining paragraphs, clauses and provisions of this Mortgage or the note or other notes secured by this Mortgage.

(27) **Offsets.** No indebtedness secured by this Mortgage shall be offset or compensated or shall be deemed to have been offset or compensated by all or part of any claim, cause of action, counterclaim or part of any claim, cause of action, counterclaim or crossclaim, whether liquidated or unliquidated, which Borrower now or hereafter may have or may claim to have against Lender; and, in respect to the indebtedness now or hereafter secured hereby, Borrower waives, to the fullest extent permitted by law, any and all rights of offset, which Borrower now or hereafter may have or claim to have in respect to all or part of the indebtedness secured hereby, and further waives the benefits of any applicable law, regulation or procedure which provides or substantially provides that, where cross-demands for money have existed between persons at any point in time when neither demand was barred by the applicable statute of limitations, and an action is thereafter commenced by one such person, the other person may assert in his answer the defense of payment in that the two demands are compensated so far as they equal each other, notwithstanding that an independent action asserting his claim would at the time of filing his answer be barred by the applicable statute of limitations.

(28) Misrepresentation or Nondisclosure. Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the note or notes which this Mortgage secures; and in the event that Borrower has made any misrepresentation of material fact or failed to disclose any material fact, Lender, at its option and without prior notice, shall have the right to declare the Indebtedness secured by this Mortgage, irrespective of the maturity date specified in the note or notes, immediately due and payable.

(29) **Waiver of Homestead:** Borrower hereby waives all right of homestead exemption in such property.

(29) **Waiver by Homeless**: Borrower hereby waives all right of homestead exemption in such property.

(30) **Notice to Borrower**: Any notice to the Borrower provided for in the note or this Mortgage shall be deemed given when it is deposited in the United States mail, postage prepaid, addressed to the Borrower at the address of the Borrower as it appears in Lender's records pertaining to the loan evidenced by the note at the time notice is given.

(31) General Provisions. (a) This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. (b) The term "Lender" shall mean the owner and holder (including a pledgee) of any note secured hereby whether or not named as such hereon. (c) Wherever the context so requires, the masculine gender includes

(32) **Adjustable Rate Mortgage Provisions.** The Note which this Mortgage secures is an adjustable mortgage loan on which the interest rate may be adjusted from time to time in accordance with a monthly increase or decrease in an index; all as provided in said Note. From time to time the monthly installment payments due under said Note may not be sufficient to pay all interest due in which case unpaid interest will be added to principal. In no case shall the unpaid interest added to the principal exceed 150% of the original principal indebtedness.

(33) **Waiver of Right of Redemption.** Borrower 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 Borrower acquiring an interest in or title to the Property subsequent to the date of this Mortgage.

This Mortgage is executed by

COLONIAL BANK AND TRUST COMPANY OF GREENSBORO

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 individual address 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 in secure Note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or surety of said Note.

NOTWITHSTANDING THAT A CORRECT AND LEGIBLE COPY OF CERTAIN PARTS OF ANY NOTICE IS MADE, THE ENTIRE NOTICE IS MADE IN WRITING AND IS NOT FOR FURTHER USE.

COLONIAL BANK AND TRUST

By: Lorraine Nagle
Lorraine Nagle
Trust Administrator

STATE OF ILLINOIS

Answers on Cook

• SS:

~~COLONIAL BANK, F/K/A *~~

as Trustees of aforesaid, and not personally or individually.

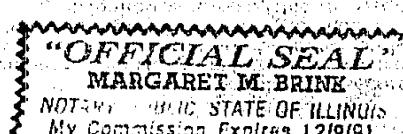
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Barham & Barker

THIS INSTRUMENT IS ISSUED BY THE TRUSTEE, COLONIAL BANK,
as aforesaid. All covenants and conditions to be performed hereunder by COLONIAL BANK
are undertaken by it solely as Trustee as aforesaid, and not individually, and no
personal liability shall be asserted or be enforceable against COLONIAL BANK by reason
of any of the covenants, representations or warranties contained in this
LOAN NO. 1122881-4

Trust, and I do state the said, ~~SECRETARY~~, ^{XENIAH COOK} and
and ~~Lorraine Nagle~~, ^{XENIAH COOK} respectively, the Trust Officer and
Trust Administrator, respectively, of COLONIAL BANK, f/k/a Colonial Bank and Trust Company of Chicago
personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such Trust Officer
~~XENIAH COOK~~ and Trust Adminis. ~~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 Trust Adminis. ~~SECRETARY~~ as custodian of the corporate
seal of said company, did affix the corporate seal of said company to said instrument as said Trust Adminis. ~~SECRETARY~~ a 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 15th day of November, 1989.



Notary Public