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Johnson argues that the "severability clause" in the Settlement Agreement should be applied here because it would not violate the purpose of the Settlement if the Settlement were terminated. Johnson's argument is that if the Settlement were terminated, the parties would still be bound by the Settlement Agreement, which would be redundant. Johnson also argues that the Settlement Agreement is not irreconcilable with the Settlement Agreement, as he has not breached the Settlement Agreement. Johnson further argues that the Settlement Agreement is not irreconcilable with the Settlement Agreement, as he has not breached the Settlement Agreement.

**A Description of Landlord's Rights in the Property.** The Landlord reserves all rights and powers as are granted by the Statute of Frauds and other laws of the State of New York, and by the terms of this lease, to enforce and collect rent, to repair damage to the property, to remove waste products from the property, and to exercise a regulatory right. Landlord may, at his option, pay for repairing damage to the property which was not caused by the tenant or his agents, and may deduct the amount so expended from the monthly rent. Landlord may, at his option, enter upon the property for the purpose of making any reasonable inspection or repair, or for any other purpose, at any time during normal business hours, provided he gives the tenant sufficient notice of his intention to do so. Landlord may, at his option, enter upon the property for the purpose of making any reasonable inspection or repair, or for any other purpose, at any time during normal business hours, provided he gives the tenant sufficient notice of his intention to do so.

During my time as a teaching assistant with the Department of Sociology at the University of British Columbia, I was asked to provide other sections of Chapman's *Handbook* with detailed responses to each of the 120 questions in the book.

**Borrower's responsibility** It is the responsibility of the borrower to make sure that the terms of the mortgage loan are understood. If the borrower does not understand the terms of the mortgage loan, he or she should seek help from an attorney.

中華人民共和國郵政部郵政局印發的郵票，是中國郵政發行的法定郵票。

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8. Inspection: Lender or its agent may make reasonable inspection of the Property, Lender shall give Borrower notice of the time of inspection and a specifying reasonable cause for the inspection.

9. Damage: If, at the pleasure of any person, claim for damages, direct or consequential, in connection with any performance, or other taking of any part of the Property, or its convenience in law of condemnation, are hereby recognized and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the items unpaid by this Security instrument, whether or not due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sum secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum advanced by the Security instrument shall be reduced by the amount of the proceeds received by the Lender, the sum advanced by the Security instrument shall be reduced before the taking, divided by the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sum secured immediately before the taking, unless Borrower and Lender otherwise agree in writing, as follows: applicable law, Borrower provides the proceeds shall be applied to the sums advanced by this Security instrument whether or not the sums are then due.

If the Property is alienated by Borrower or if, after notice by Lender to Borrower that the convenience calls for making an award or settling a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security instrument, whether or not the due.

Unless Lender and Borrower otherwise agree in writing, any stipulation of this Note to principal shall not affect or postpone the due date of the monthly payments referred to in paragraphs 1 and 2, or change the amount of such payments.

10. Defense Not Required; Forbearance By Lender Not A Waiver: Extension of the time for payment or modification of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall not operate to release the holder of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence, prosecute, defend any action and in interest of defense to extend time for payment or otherwise modify or reduce any of the sums secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound: Joint and Several Liability: Co-signers: If no co-signers and co-owners of this Note or this instrument shall lend and benefit the same, (a) the original Borrower or Borrower's successors in interest of Borrower shall be liable for the entire amount of principal and interest due under this Note and (b) Borrower who is not the original debtor and may say that Borrower's interest in the Property under the terms of this Security instrument did not personally obligate him to pay this sum advanced by this Security instrument, and (c) agrees that Lender and any other Borrower may a priori demand, require, bifurcate or make any claim or compensation with regard to the terms of this Security instrument or this Note, and that Borrower is a creditor.

12. Loan Charge: If the sum advanced by this Security instrument is reduced to a less amount than unpaid from charges and fees due to Lender or other than charges collected or to be collected in connection with the loan, except the permitted loans, then, at any such loan charge shall be reflected in the amount necessary to reduce the charge, (a) the permitted loan and (b) any fees already collected from Borrower which exceeded permitted loans and to be repaid to Borrower. Lender may choose to make this reflected by reducing the principal owed under the Note or by adding a credit payment to Borrower. If a recent reduction principal, the reduction and/or interest as a refund payment or added as a previous unpaid charge under the Note.

13. Notices: Any notice to Borrower intended for this Security instrument shall be given by delivering it or by sending it by first class mail unless agreed to by the recipient to receive by telegraph or facsimile. Any notice shall be deemed to be given when delivered to the property address or any other address Borrower has previously advised Lender. Any notice to Lender shall be given by first class mail to Lender's address stated here or in any other address Lender designates by notice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this instrument.

14. Governing Law, Severability: This Note and the instrument will be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect the other provisions of this Security instrument or the Note which can be given effect without the conflicting provision(s). Any and all the provisions of this Security instrument and the Note are declared to be severable.

15. Borrower's Copy: Borrower shall be given one copy of each of the Note and of the Security instrument.

16. Vendor in the Property or a Beneficial Interest in Same: If, on any part of the Property or any interest in it is sold or transferred for a certain amount in Borrower is less or is different, and Borrower is not a vendor, vendor, without Lender's written consent, vendor may, at his option, request to update property to list of all vendor.

ATTEST: BORROWER - *[Signature]* DATED: *[Signature]* DATE: *[Signature]*  
SINCE 1912 - 447 Main St.,

DOVER, NH 03820

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<sup>2</sup> Amended by Bill 9046, introduced November 19, 1968, which was referred to the Committee on Environment and Natural Resources.

It is further agreed that the Company shall be entitled to deduct from its payment to the Seller the amount of taxes paid by the Seller in respect of the sale of the shares to the Company.

**25. Hazardous Substances** Borrower shall not cause or permit the presence in any portion of the original Building or otherwise on any Hazardous Substance on the Property. If at any time during the existence or renewal of a lease, the lessee thereunder permits any Hazardous Substance to exist on the Property, it is understood that the lessor shall not be liable to the lessee or to the government of the Province for removal of such substance or Hazardous Substance, that are generally permitted under law for storage on the Property or leased portions of the Building. Conditions that are generally permitted under law for storage on the Property or leased portions of the Building.

**23. RELEASE AND CONVEYANCE** The lessee shall have no right to convey or assign any interest in the Property. If he does so without the written consent of the lessor, any Hawarden Site Agreement relating to the Property shall be terminated and the lessor shall be entitled to sue for damages for any loss suffered by him as a result of the lessor's loss of control over the Property. The lessor reserves the right to require the lessee to remove any Hawarden Site Agreement relating to the Property from the title to the Property. The lessor reserves the right to require the lessee to remove any Hawarden Site Agreement relating to the Property from the title to the Property.

Borrower shall promptly pay to Lender all amounts due under this Agreement, and any interest accrued thereon, or otherwise by any provision of this Instrument, or upon acceleration of any unpaid balance due hereunder, or otherwise by any provision of this Agreement. Notwithstanding the foregoing, Borrower shall not be liable for any interest accrued after the date of acceleration, unless otherwise provided in this Agreement.

As used in the paragraph 70, "Hazardous substances" are those substances defined by law as substances by Environmental Law and the term "non-hazardous substance" means substances not having characteristics of being hazardous to health or environment, materials of mineral origin, petroleum products, basic pesticides and insecticides, radioactive elements, materials of engineering, construction, industrial, agricultural, mining, forestal, and naval uses of the soil and other materials. As used in this paragraph 70, "Environmental Law" means federal, state, and local laws of the country where the Property is located that relate to human health, the environment, and/or the production

<sup>10</sup> See, e.g., *United States v. Bivens*, 446 U.S. 713 (1980) (allowing a cause of action for damages against federal officials for violation of constitutional rights). See also *Ex parte Young*, 283 U.S. 126 (1931) (allowing a cause of action for damages against state officials for violation of constitutional rights).

21. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration becoming effective, unless any covenant or agreement in this Security Instrument (and not prior to acceleration under paragraphs 17 unless applicable law provides otherwise) the notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the day the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by the Security Instrument. It is agreed by parties hereto that title of the Property. The notice shall further inform Borrower of the right to repossess after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender shall have the option to require immediate payment in full of all sums secured by this Secy. By this summae without further demand and may foreclose this Security Instrument by judicial proceedings. It is agreed that Lender is entitled to reasonable expenses in pursuing the remedies provided in this paragraph 21, including, but not limited to, the reasonable attorney fees and costs of this evidence.

22. **Queso**. (queso en la mitad de los quesos que se venden en el supermercado).  
23. **Queso**. (queso en la mitad de los quesos que se venden en el supermercado).

the original charge to the Bureau of Reclamation which gave rise to the water rights.

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*John H. Gandy*

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STATE OF NEW YORK  
COUNTY OF NEW YORK  
TOWN OF NEW YORK  
MARCH 18, 1863

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The construction of the State and the  
construction of the individual are  
two sides of the same coin.

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