

Rules of realizing the pledged property

1. In order to satisfy the demands of the LENDER-MORTGAGEE, extrajudicial confiscation of the pledged property may be extended in case of non-fulfilment or improper fulfillment of the obligations stipulated by the Pledge Agreement and non-fulfillment or improper fulfillment of the obligations of the LENDER stipulated by the Loan agreement within the scope of their responsibility, in accordance with points 2-4 of these rules.
2. The property pledged extrajudicially is realized if the PLEDGER gives his/her consent under the Pledge Agreement and reserves the right to the LENDER to realize the pledged immovable property without going to court in the event of the appearance of grounds for confiscation specified in point 1 of these rules and to satisfy the claim secured by the pledge in full at the expense of the realization, as well as to hand over the mortgaged immovable property to the creditor-mortgagor or to the person specified by the latter, in accordance with the procedure established by RA legislation, in exchange for the corresponding amount of the main obligation.
3. In case of occurrence of grounds of confiscation the LENDER-MORTGAGEE notifies the MORTGAGEE in writing in due form of the foreclosure of the pledged real estate (notice of seizure). Two months after the delivery of the foreclosure notice to the PLEDGEER, the LENDER-PLACEDDEE has the right to realize the pledged property on behalf of the PLEDGER through direct sale or public auctions pursuant to Article 195 of the RA Civil Code in accordance with the RA Law "On Public Bidding".
4. Within two months after delivering the foreclosure notice to the PLEDGER, the PLEDGER undertakes to hand over the pledged property to the LENDER-PAWNBROKER.
5. The duration of the process of selling the pledged property may be considered as a basis for termination of the growth of the LENDER's obligations towards the LENDER-BORROWER under the Credit Agreement. Moreover, all the requirements of the LENDER-PLEDGER towards the BORROWER are repaid at the expense of the amount of realizing the subject of pledge as of the date of selling the subject of pledge to their full extent, and in case of not satisfying the demand all the remaining amounts may be confiscated from other the property of the BORROWER.
6. Confiscation may be extended judicially towards the pledged property in accordance with the RA legislation with the aim of satisfying the requirements of LENDER-PLEDGER.

Attention.

In case of non-fulfillment, improper fulfillment of your obligations the information about your debt will be sent to Credit Register and Credit Bureau (ACRA).

Attention.

Having a bad loan history may prevent You from receiving other loans in the future.

Attention.

The property pledged by you (house, car or other) may be confiscated according to law, if you fail to perform Your loan obligations on time.