

REAL ESTATE MORTGAGE AGREEMENT

This REAL ESTATE MORTGAGE AGREEMENT is made, entered into and executed by and between:

LAMBERT TRADING , of legal age, Filipino citizens and residents of 107 Marcos Dist, Brgy Marcos District (pob.), Talavera, Nueva Ecija , Philippines, hereinafter called the MORTGAGOR;

- and -

PRIME GLOBAL FINANCE CORPORATION, a corporation duly organized and existing under and by virtue of Philippine laws with principal office address at 8th Floor, The Currency Tower, F. Ortigas Jr. Road corner Dona J. Vargas Avenue, Ortigas Center, San Antonio, Pasig City, duly represented by its President, **RICO M. DE LA CRUZ**, hereinafter called the MORTGAGEE.

WITNESSETH :

That, for and in consideration of certain loan/s, overdrafts and other credit accommodation/s obtained from the MORTGAGEE by MORTGAGOR and/or DEBTOR and to secure the payment of the same, the principal of all of which is hereby fixed at ____ (Php 0.00), Philippine Currency, as well as those that the MORTGAGEE may hereafter extend to the MORTGAGOR, including interest and expenses or any other obligation owing to the MORTGAGEE, whether direct or indirect, principal or secondary, as appears in the accounts, books and records of the MORTGAGEE, hereinafter collectively referred to as the "Obligation", the MORTGAGOR does hereby transfer and convey by way of mortgage unto the MORTGAGEE, its successors and assigns, the parcel/s of land and/or other real property which is/are described hereinbelow and/or appended hereto, together with all the buildings and improvements now existing or which may hereafter be erected or constructed on the said parcel/s of land, of which the MORTGAGOR declares that it/he/she is the absolute owner, free of all liens and encumbrances, more particularly described as follow;

Transfer Certificate of Title:

No. ____

Transfer Certificate of Title

OWNER'S DUPLICATE • OWNER'S DUPLICATE • OWNER'S DUPLICATE • OWNER'S DUPLICATE • OWNER'S DUPLICATE

No. (N-44033) 050-2024001787

IT IS HEREBY CERTIFIED *that certain land situated in POBLACION MUNICIPALITY OF TALAVERA, PROV. OF NUEVA ECIJA, bounded and described as follows:*

A PARCEL OF LAND (LOT 268-B-1-B OF THE SUBDIVISION PLAN PSD-03004646, BEING A PORTION OF LOT 268-B-1 PSD- 03-003887 LRC REC. NO.), SITUATED IN THE POBLACION MUNICIPALITY OF TALAVERA, PROV. OF NUEVA ECIJA. BOUNDED ON THE W., ALONG LINE 1-2 BY LOT 270 OF TALAVERA CAD;

ON THE S., ALONG LINE 2-3 BY LOT 268-A (LRC) PSD-13946; ON THE W. ALONG LINE 3-4 BY LOT 268-B- 1-A OF THE SUBDIVISION PLAN; AND ON THE N., ALONG LINE 4-1 BY LOT 269 OF TALAVERA CAD. BEGINNING AT A POINT MARKED "1" ON PLAN BEING S 60 DEG. 55' E., 201.22 M. FROM BLM I, TALAVERA CAD. ; THENCE S. 7 DEG. 77'W., 15.90 M. TO POINT 2; S. 88 DEG. 21' W., 22.17 M. TO POINT 3; N. 0 DEG. 12' E., 13. 93 M. TO POINT 4; N. 86 DEG. 30' E., 24.17 M. TO THE POINT OF BEGINNING; CONTAINING AN AREA OF THREE HUNDRED FIFTY FOUR (354) SQUARE METERS, MORE OR LESS. ALL POINTS

However, if the MORTGAGOR shall pay to the MORTGAGEE, its successors and assigns the Obligations when due

and shall keep and perform all and singular the covenants and agreements herein contained for the MORTGAGOR to keep and perform, then this mortgagee shall be void: otherwise, it shall remain in full force and effect.

This mortgage is constituted under the following conditions:

1. During the term and existence of the mortgage, the MORTGAGOR shall promptly make all repairs necessary on the mortgaged buildings and improvements in order to preserve the same in good condition: it/he/she shall duly pay and discharge, at their maturity, all lawful taxes or assessments levied or assessed upon the mortgaged property; it/he/she shall insure or cause to be insured at all times and at its/his/her own expense the mortgaged building and improvements, against loss or damage by fire and earthquake for their full insurable value with a company or companies approved by the MORTGAGEE; it/he/she shall make such insurance payable to the MORTGAGEE; and in default thereof MORTGAGEE may, at its option, make or cause to be made such repairs, and pay the discharge such taxes or assessments and insurance shall be reimbursed by the MORTGAGOR on demand with the interest thereon at the rate equivalent to the 360-day Treasury Bill rate, or the substitute/ equivalent thereof, prevailing on the date of payment by MORTGAGEE of said sums or on the date of reimbursement by the MORTGAGOR, whichever is higher plus 5% per annum, computed from the date of said payments by MORTGAGEE up to the date of said reimbursement by MORTGAGOR, which obligation of the MORTGAGOR is considered and held to be secured by this mortgage and be lien on the property herein mortgaged.
2. The MORTGAGOR shall furnish all documentary stamps necessary for this transaction and pay all the fee for the preparation and registration of this document connected herewith; and in default thereof the MORTGAGEE may, at its option, furnish such documentary stamps and pay such preparation and registration fees, all sums so paid by the MORTGAGEE shall be reimbursed by the MORTGAGOR on demand with the interest thereon at the rate equivalent to the 360-day Treasury bill rate, or the substitute/equivalent thereof, prevailing on the date of payment by the MORTGAGEE of said sums or on the date of reimbursement by MORTGAGOR, whichever is higher plus 5% per annum computed from the date of said payment by MORTGAGEE up to the date of said reimbursement by MORTGAGOR, which obligation of MORTGAGOR is considered and held to be secured by this mortgage and be lien on the property herein mortgaged.
3. Should the MORTGAGEE become involved in any litigation which may have relation with any property mortgaged by virtue of this instrument, all expenses of the MORTGAGEE in such litigation, including a reasonable amount for attorney's fees to be determined by the MORTGAGEE shall be paid by the MORTGAGOR and this Mortgage shall stand as security for the payment thereof.
4. The MORTGAGOR shall commit no waste upon the mortgaged premises and shall suffer no part thereof to be expropriated by the National or by any Provincial or Municipal Government, or other entity or persons, without applying the entire proceeds therefrom, or so much thereof as may be necessary, to be liquidation of the Obligations.
5. The MORTGAGOR shall not, during the existence of this mortgage, lease, sell or encumber with a second mortgage the property herein mortgaged, or any part thereof, without the written consent of the MORTGAGEE.
6. In the event that the MORTGAGOR should fail or refuse to pay the obligations or any part thereof in accordance with the terms and conditions of the Obligations, or should the MORTGAGOR fail to perform any of the conditions stipulated herein, then this mortgage may be foreclosed judicially or extra judicially, at the election of the MORTGAGEE. The MORTGAGEE is hereby appointed, effective upon non-payment of the Obligations or any part thereof, when due, or upon breach of any conditions of the mortgage, to be the attorney-in-fact of the MORTGAGOR, to take actual possession of the mortgaged property, without the necessity of any judicial order or any other authority, and to sell or dispose of the mortgaged property in accordance with the provisions of Act. No. 3135, as amended. As attorney-in-fact of the MORTGAGOR, the MORTGAGEE is authorized, until the mortgaged property is sold, to do the following:
 - a. to hold and retain possession of the mortgaged property;
 - b. to lease the mortgaged property or any part thereof and/or collect rents due on the mortgaged property;
 - c. to make repairs or improvements on the mortgaged property and pay the same;
 - d. to perform any other act which the MORTGAGEE may deem convenient or necessary for the proper administration of the mortgaged property.

The payment of any expenses advanced by the MORTGAGEE in connection with the purposes indicated above is also guaranteed by this Mortgage.

It is understood that the MORTGAGEE has no obligation to carry out any or all aforesaid authorities.

7. The remedy of the MORTGAGEE under the powers of sale hereby conferred upon it shall be and is in addition to the cumulative with such right of action as the MORTGAGEE may have in accordance with the present or any future laws of the Philippines.
8. In the event of the commencement of judicial proceedings by the MORTGAGEE to enforce any right hereunder, the MORTGAGEE shall be entitled, as of right, and without filing any bond, to the appointment of a receiver ex-

parte of the property herein mortgaged and to the revenue, earnings, rents, issues, profits and other income thereof, with such powers as the court or courts making such appointment shall confer.

9. Should the MORTGAGEE institute foreclosure proceedings or take any legal action to foreclose this mortgage, the MORTGAGOR shall pay the MORTGAGEE for and as attorney's fees a sum equivalent to twenty per centum (20%) of the Obligations, then unpaid, but in no case less than five thousand (Php10,000.00), plus all costs or fees incurred by MORTGAGEE in said proceedings or action and the payment thereof by the MORTGAGOR shall be and is hereby guaranteed by this mortgage and considered and declared to be lien upon the property herein mortgaged.
10. The MORTGAGEE may be a bidder at the sale of the property herein mortgaged whether under judicial foreclosure proceedings, under the powers of sale herein provided, or otherwise.
11. The proceeds from the sale, disposal, or administration of the mortgaged property mentioned in No. 6 above shall be applied as follows:
 - a. to the payment of the expenses and costs of foreclosure and sale, including the attorney's fees herein provided;
 - b. to the satisfaction of all interest and charges accruing upon the Obligations;
 - c. to the satisfaction of the principal amount of obligations;
 - d. to the satisfaction of all other obligations owing by the MORTGAGOR to MORTGAGEE;
 - e. The balance, if any, to be delivered and returned to the MORTGAGOR.

Should there be any deficiency, the MORTGAGOR hereby promises to pay the same immediately upon demand.

12. The MORTGAGOR has the right, within one year in case of natural person and 90 days in case corporation, from the registration in the Register of Deeds of the sale of the properties mortgaged herein, to redeem the properties by paying the amount fixed by the court in the order of execution (for Judicial foreclosure of mortgage), or the amount due under this mortgage deed (for extrajudicial foreclosure of mortgage), as the cause may be, with interest thereon at the rate equivalent to the 360-day Treasury Bill rate or the substitute/equivalent thereof, prevailing on the date of aforesaid foreclosure sale or on the date of redemption, whichever is higher, plus 5% per annum computed from the date of said registration up to the date of redemption, and shall pay the costs, and judicial and other expenses incurred by MORTGAGEE by reason of the execution/foreclosure and sale as a result of the custody of the mortgaged property less the income received from the property.

In case of judicial foreclosure sale, the MORTGAGEE has the right to enter upon and take possession of the mortgaged property immediately after the date of confirmation of the auction/foreclosure sale by the court and administer the same in accordance with the law.

13. All correspondence relative to this mortgage, including demand letter, summonses, subpoenas, or notification of any judicial or extrajudicial action shall be sent to the MORTGAGOR at 107 Marcos Dist, Brgy Marcos District (pob.), Talavera, Nueva Ecija or the address that may hereafter be given in writing by the MORTGAGOR to the MORTGAGEE. The merely act of sending any correspondence by email or personal delivery to the said address shall be valid effective notice to the MORTGAGOR from all legal purposes, and the fact that any communication is not actually received by the MORTGAGOR, or that it has been returned unclaimed to the MORTGAGEE, or that no person was found at the address given, or that the address is fictitious or cannot be located shall not excuse or relieve the MORTGAGOR from the effect of such notice.
14. If this mortgage cannot be recorded in the corresponding registry of deeds, the obligations herein secured shall immediately become due, payable and defaulted.
15. It is hereby agreed that in case of foreclosure of this mortgage under Act 3135, as amended, the auction sale in case of property is situated in the province shall be held at the capital thereof.
16. If any provision of this Real Estate Mortgage Agreement shall be held invalid, the remainder thereof shall not be affected thereby.
17. It is understood that if the "MORTGAGOR" and the "mortgaged property" herein shall include their plural form if there is more than one mortgagor or debtor or real property mortgaged under this Deed. The masculine pronoun used herein shall also include the feminine or neuter form as well as their plural forms, wherever appropriate.
18. This Real Estate Mortgage Agreement covers all renewals (partial or total), extensions, additions and/or modifications of the Obligations.
19. The MORTGAGOR hereby acknowledges that before affixing his/her signature(s) hereto, he/she has/have thoroughly read the provisions and contents of this agreement, and has/have fully clearly understood each and every item herein and their effects.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures on this ____ day of _____ at _____.

LAMBERT TRADING
MORTGAGOR

PRIME GLOBAL FINANCE CORPORATION
MORTGAGEE

By :

RICO M. DE LA CRUZ
President

SIGNED IN THE PRESENCE OF:

(Name and signature of witness)

(Name and signature of witness)

ACKNOWLEDGEMENT

Republic of the Philippines (_____) S.S.

BEFORE ME personally appeared the following with their respective competent evidence of identity as required by the New Notarial Act, to wit:

Name

Competent evidence of identity

Rico M. dela Cruz

TIN – 122-573-182

LAMBERT TRADING

All known to me and to me known to be the same person/s who executed the foregoing Real Estate Mortgage Agreement and who acknowledged to me that the same is their free and voluntary act and deed as well as that of the juridical entity herein represented.

The foregoing instrument consisting of four (4) pages including the page in which this Acknowledgement is written, refers to the mortgage of ____ (1) parcel/s of land with the buildings/ improvement/s etc., thereon, signed by the parties and their instrumental witnesses on each and every page hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and fixed my Notarial seal on this ____ day of _____ at _____.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____.