

CHattel Mortgage

This CHATTEL MORTGAGE is executed this _____ day of _____, 20 _____

by _____ a _____
{ of legal age, single/married/widow(er) } { with } residence
{ duly organized and existing under the laws of the Philippines } principal offices

at _____, Philippines, represented in this instance
by _____, its duly authorized representative, as MORTGAGOR.

in favor of _____ a _____
{ of legal age, single/married/widow(er) } { with } residence
{ duly organized and existing under the laws of the Philippines } principal offices

at _____, Philippines, represented in this instance
by _____ its duly authorized representative, as MORTGAGEE.

WITNESSETH:

That the MORTGAGOR hereby hypothecates and conveys by way of mortgage to the MORTGAGEE, its successors and assigns, all of the following described personal property/ies, situated at _____
By _____, and now in the possession of the MORTGAGOR, to wit:

including the body built or that may be built thereon, and all equipment and accessories which may now or from time to time be placed therein.

This mortgage is given as security for the performance of the following obligations and especially for the payment and compliance by the MORTGAGOR of that certain promissory note, under its terms and conditions executed on the _____ day of _____, 20 _____ for the sum of _____ (P _____) Pesos, a copy of which is hereto attached and herein incorporated by reference and made an integral part hereof.

The MORTGAGOR hereby undertakes to insure the above-described personality within 24 hours on the day of signing of this Contract with any reputable insurance company authorized to do business in the Philippines, and acceptable to the MORTGAGEE and its assignee, and in the event the insurance policy expires, to renew the same within the said period of 24 hours from the expiration date to cover the MORTGAGOR'S current interest thereto and to properly endorse the renewed insurance policy in favor of the MORTGAGEE and its assignee. The MORTGAGOR shall likewise submit to the MORTGAGEE and/or to its assignee within the said period of 24 hours the original copy of the said renewed

insurance policy together with the evidence of payment of the premium thereon and other miscellaneous expenses incurred in the said renewal. Non-compliance there with automatically authorized the MORTGAGEE and its assignee to insure and/or renew the insurance policy covering the above-described property with any reputable insurance company authorized to do business in the Philippines against any loss, damage by fire, loss through theft, including Third Party Liability at the option of the MORTGAGEE and/or its assignee to the extent of its current market value, and that any and all expenses incurred in relation to the said insurance and/or renewal shall be chargeable against the MORTGAGOR with interest thereon at the rate of% per annum. Payment thereof by the MORTGAGEE shall be without prejudice to the right of the MORTGAGEE and/or its assignee to deduct such expenses from the payment of the MORTGAGOR of his first installment referred in the aforecited promissory note.

It is understood and agreed between the parties hereto that should all or any of the properties mortgaged herein be lost, destroyed or damaged for any reason whatsoever, the MORTGAGOR agrees to give immediately thereafter to the MORTGAGEE sufficient additional security as the MORTGAGEE may determine to cover the balance of the amount which may at that time be owed to the MORTGAGEE under the said promissory note, and should the MORTGAGOR fail to give said additional security, then, and in that case, the whole amount unpaid under the said promissory note shall immediately become due and payable, together with% per month of the principal due and unpaid, as liquidated damages as herein-above stipulated, and an action may forthwith be commenced against the MORTGAGOR for the recovery thereof, and it is further understood and agreed that the property herein mortgaged shall be considered as lost to all intents and purposes if the MORTGAGOR fails to produce the same or any part thereof on demand.

It is further understood and agreed between parties hereto that in case of default on the part of the MORTGAGOR, the property/ies herein mortgaged shall be delivered on demand to the MORTGAGEE in the or at any municipality where the MORTGAGEE may have a branch office, free of all charges and should the MORTGAGOR not deliver the said property to the MORTGAGEE on demand, then, and in that case, the MORTGAGEE is hereby authorized to enter the premises where the mortgaged property/ies may be located and have it brought to the MORTGAGEE, by the use of force, if necessary, without any order of any court or any other power or permission that may herein be granted, and the expenses and all actions in locating and bringing it to the MORTGAGEE shall be on the account of the MORTGAGOR and considered as one with his consent and authority and shall be included in the sum of which this mortgage is given as security, it being understood that in such case, the MORTGAGEE shall have the option of selling the said property either at public or private sale at the municipality or at the capital of the province where it may be situated at the time or at any municipality where the MORTGAGEE may have a branch office or at the

..... the MORTGAGOR hereby waiving all rights to any notice of such sale, as well as to any and all actions on claims against the MORTGAGEE that may arise from the latter's taking possession of the property; provided, that should the MORTGAGOR fail to deliver the property, the same shall be considered as admission and confession by the MORTGAGOR that he has removed, sold or pledged the property mortgaged in violation of Article 319 of the Revised Penal Code.

In case of receivership, suspension of payment, or insolvency of the MORTGAGOR, or in case an attachment or sequestration of any of the property/ies mortgaged herein is obtained by a third person, the obligations hereby secured shall at once become due and payable with all the consequences of default of payments

The MORTGAGOR hereby expressly waives the term of thirty (30) days or any term granted or which may be granted him by laws as the period which must elapse before the MORTGAGEE shall be entitled to foreclose this mortgage at any time after the breach of this mortgage contract.

The MORTGAGEE shall have the right to purchase the mortgaged property, or any part thereof, at the public auction held for the purpose of foreclosure of this mortgage, and to have the amount of its bid applied to the payment of the obligations secured by this mortgage.

The MORTGAGEE may assign his rights to this mortgage to the after notice of which, all payments herein mentioned whether covered by note or notes, shall be payable at the office of the same at, or at any municipality where the MORTGAGEE may have a branch office, and the shall exercise all rights of the MORTGAGEE hereunder; and it is hereby agreed that any and all questions arising under this Chattel Mortgage may be submitted at the option of said corporation to a court of competent jurisdiction in the City of Bacolod or elsewhere.

The MORTGAGOR agrees to use extraordinary care and diligence in the preservation and maintenance of the chattels herein hypothecated, and agrees to pay any damages for deterioration, barring ordinary wear resulting directly or indirectly from carelessness or neglect of any kind.

The MORTGAGOR agrees not to have any repairs made in the above-mentioned chattels without the written consent of the MORTGAGEE and notice is hereby given to the whole world that the MORTGAGEE will not be responsible of nor can the chattels or any part thereof, be held under lieu for any indebtedness whatsoever outside of the debt herein secured; and the MORTGAGOR agrees not to pass possession of the chattels to another person for any purpose whatsoever

The MORTGAGOR agrees that its address above-stated shall in the event of the foreclosure of this mortgage, be considered as the MORTGAGOR'S abode for the purpose of service of notice of foreclosure upon said MORTGAGOR.

The MORTGAGOR agrees to execute and deliver to the MORTGAGEE such further document as may from time to time be required by the MORTGAGEE to give full force and validity of this mortgage; and to furnish all documentary stamps necessary for this transaction and to pay all fees and expenses for the execution, registration and cancellation of this document and of all other documents executed in connection therewith.

The obligations hereby undertaken, if made by more than one MORTGAGOR, are joint and several.

The MORTGAGOR hereby further agrees that if legal actions arise out of this contract , and insituted against the MORTGAGOR, he binds himself to pay 25% of the claim due as attorney's fees which sum shall in no case be less than P200.00 together with all legal expenses and cost of suit.

If any condition of this mortgage is held invalid or contrary to law, the validity of other conditions of this mortgage shall not be affected thereby.

That the MORTGAGOR hereby expressly waives all rights and benefits to which he may be entitled under the provisions of Articles 1484 and 1485 of the New Civil Code, and likewise Article 1252 of the same Code, and the MORTGAGEE, at its option, may apply the payment made by the MORTGAGOR to any of his obligations to the MORTGAGEE covered by this mortgage.

The conditions of this mortgage are such that if the MORTGAGOR, his heirs, executors or administrators shall well and truly perform the full obligations above-stated according to the terms thereof, then this mortgage shall be null and void, otherwise, it shall remain in full force and effect.

CONTINUING SURETY AGREEMENT

The loan/s and other credit facilities/accommodations herein granted or which may hereafter be granted and which may be evidenced by other documents or promissory note/s now or may hereafter be executed and the terms and conditions thereof shall be considered as integral parts of this mortgage agreement; that any violation fo the terms and conditions of the promissory note/s or other documents executed as herein-above mentioned, or default in the payment thereof, shall be considered as a violation of the terms and conditions of this mortgage. This mortgage shall likewise stand as security for any extension/s or renewals of the loan/s or credit accommodation/s granted to the MORTGAGOR.

Executed at _____, Philippines,
this _____ day of _____, 20_____.

SIGNED IN THE PRESENCE OF:

MORTGAGOR

We severally swear that the foregoing mortgage is made for the purpose of securing the obligation specified in the conditions thereof, and that the same is a just and valid obligation and one not entered into for the purpose of fraud.

MORTGAGEE

MORTGAGOR

CERTIFICATE OF OATH AND ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }
_____ } S.S.

Before me, a Notary Public, in and for _____
Philippines, this _____ day of _____, 20_____, personally appeared:

NAME	RES. CERT. NO.	ISSUED AT	DATE
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known to me and to me known to be the same persons who executed the foregoing chattel mortgage which they acknowledged as their free act and deed and that of the entities they represent, and they made oath to the truth of the foregoing affidavit executed in good faith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and at the date herein above written.

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

NOTARY PUBLIC

Until _____
PTR No. _____