



UNIFORM LOAN AND MORTGAGE AGREEMENT (Real Estate)

This Uniform Loan and Mortgage Agreement (the "Agreement"), duly executed and delivered by and between the undersigned parties and hereinafter referred to as "Borrower/Mortgagor", irrespective of number, and "Bank/Financial Institution", respectively:

Name of Borrower	
TIN	
Address	
Nationality/Civil Status	
Name of Co-Borrower/s	
TIN	
Address	
Nationality/Civil Status	
Name of Mortgagor	
TIN	
Address	
Nationality/Civil Status	
Name of Attorney In Fact	
TIN	
Address	
Nationality/Civil Status	

(In this Agreement and the Supplemental Terms and Conditions, references to the "Borrower" or "Mortgagor" shall likewise include the "Borrower/Mortgagor")

-and-

Name of Bank/ Financial Institution	Rizal Commercial Banking Corporation
Authorized Representatives	/
Principal Office and Address of Bank / Financial Institution	A.T. Yuchengco Centre, 26th and 25th St., Bonifacio Global City, Taguig City

WITNESSETH:

WHEREAS, the Borrower has applied for a loan with the Bank/Financial Institution and the latter has agreed to grant said loan to the Borrower subject to the execution of a real estate mortgage by the Mortgagor in favor of the Bank/Financial Institution and upon terms and conditions set out in this Agreement and its Supplemental Terms and Conditions.

ACCORDINGLY, the parties agree as follows:

FOR VALUE RECEIVED and for other valuable consideration, the Borrower unconditionally promises to pay to the order of the Bank/Financial Institution the Principal Amount, interest, penalty charges, taxes, fees and expenses due thereon (described below and collectively hereinafter referred to as the "Loan") in the manner and subject to the terms and conditions provided below and in the **Supplemental Terms and Conditions**:

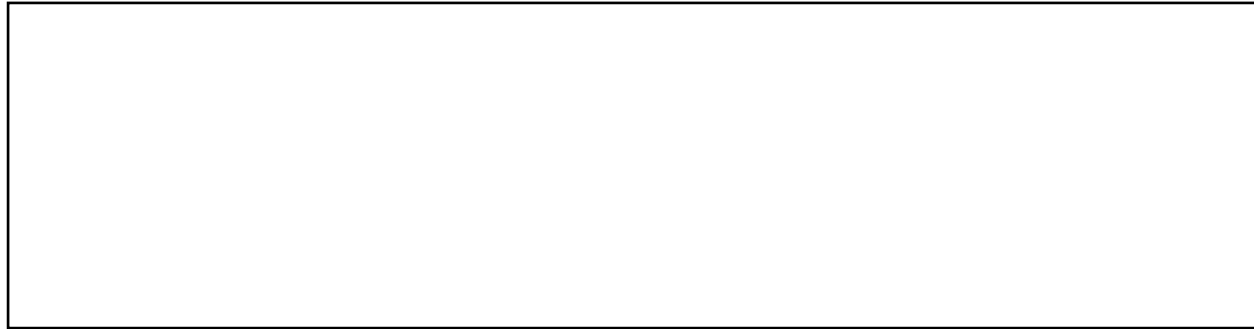
Principal Loan Amount	()
Purpose of Loan	<input type="checkbox"/> PURCHASE HOUSE & LOT <input type="checkbox"/> PURCHASE OF LOT <input type="checkbox"/> PURCHASE OF CONDOMINIUM / TOWNHOUSE UNIT <input type="checkbox"/> REFINANCING <input type="checkbox"/> RENOVATION <input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> OTHERS:
Loan Term	TEN (10) YEARS
Interest Rate	() PERCENT % PER ANNUM FIXED FOR () YEARS SUBJECT TO ANNUAL REPRICING THEREAFTER



Interest Fixing Date	For period of () months commencing on the date indicated in the Disclosure Statement, and annually thereafter until the Loan is fully paid. In case of nonpayment of amortization, interest re-pricing may be suspended.
Repayment Dates	<p><input checked="" type="checkbox"/> Installment loans:</p> <ul style="list-style-type: none"> ▪ In One Hundred Twenty (120) equal consecutive monthly installments of Principal and Interest commencing on the date indicated in the Disclosure Statement. ▪ Subsequent installments shall be determined every Interest Fixing Date and paid in similar manner until the Loan is fully paid. <p><input type="checkbox"/> Others: Equal monthly payment of principal plus interest to begin one month after the last release or on the 13th month from the first drawdown date, whichever comes first. The amortization shall be based on the total loan released and interest rate to be based on the weighted average interest rate of all the releases. Payments to be adjusted periodically based on the bank's prevailing market rates. Interest due on a release shall be deducted from the</p>
Penalty for Late Payment	<ul style="list-style-type: none"> ▪ Past Due Interest = Net Amortization x No. of Days Past Due x Interest Rate / 360 ▪ Penalty Charges = Gross Amortization x No. of Days Past Due x 0.36 / 360
Other Bank Fees	<ul style="list-style-type: none"> ▪ 3% of the Outstanding Principal and ▪ P 3,500.00 Full Payment Processing Fee
Release of Proceeds	<p><input type="checkbox"/> MANAGER'S CHECK PAYABLE TO</p> <p><input type="checkbox"/> CREDIT TO ACCOUNT IN THE NAME OF RCBC CA/ SA/ NO. BRANCH</p> <p><input type="checkbox"/> OTHERS / PER DEVELOPER INSTRUCTIONS</p>
Manner of Release	Single Release: The Bank is authorized to release the proceeds of the Loan on a one-time drawdown:
Manner of Payment	<p><input type="checkbox"/> Post Dated Checks <input type="checkbox"/> Others:</p> <p><input type="checkbox"/> Automatic Debit Authorization (details below)</p>
Automatic Debit Authorization	<p>Borrower authorizes Bank/Financial Institution to debit or cause the debiting of the following deposit account for principal, interest and other payments as well as other advances made by the Bank/Financial Institution under this Agreement:</p> <p>Name of Bank: Rizal Commercial Banking Corporation</p> <p>S/A or C/A No.:</p>

To secure the full and prompt payment of the Loan and the "Secured Obligations" (as defined herein), the Mortgagor hereby constitutes a first and preferred mortgage over the real estate property(ies) described below, together with all improvements existing or that may be erected thereon, including all fruits and rent, free and clear of all liens and encumbrances (the "Mortgaged Property"), in favor of the Bank/Financial Institution, its successors and assigns, including its subsidiaries and affiliates:

LOCATION	AREA IN SQ. M.	TCT/CCT NOS / REGISTRY OF DEEDS	REGISTERED OWNER



“SECURED OBLIGATIONS” shall mean and include a) all increases, renewals, amendments, conversions, novations, extensions or restructurings of this Loan; b) all other loans, obligations and credit accommodations which may now be existing or which may hereinafter be obtained by the Borrower and/or the Mortgagor from the Bank/ Financial Institution, its subsidiaries and affiliates including the Borrower’s or Mortgagor’s obligations as surety; c) advances made by the Bank/Financial Institution for insurance premiums, taxes, expenses and fees incurred for or in connection with this Agreement and the Mortgaged Property; and d) attorney’s fees, taxes, legal and other expenses incurred for the collection and enforcement of the Bank/Financial Institution’s rights under this Agreement.

Restriction on Sale, Lease and Mortgage. The Mortgagor shall not sell, dispose, transfer, lease out, encumber or further mortgage the Mortgaged Property without the prior written consent of the Bank/Financial Institution.

Events of Default. The Bank/Financial Institution shall have the right, at its option, to declare the Loan and Secured Obligations immediately due and demandable, accelerate the maturity thereof and to foreclose the mortgage constituted herein judicially or extra-judicially in accordance with Act No. 3135, as amended, or such other applicable laws, in any of the following events of default and the Mortgagor herein grants the Bank/ Financial Institution a special power to sell the Mortgaged Property in accordance with Act No. 3135, as amended, or such other applicable laws:

[i] Payment Default. Borrower fails to pay any installment, amortization or sum due on the Loan or advances made by the Bank/Financial Institution under this Agreement;

[ii] Cross Default. Borrower defaults or fails to pay the Secured Obligations or any loan or credit accommodation with the Bank/Financial Institution’s subsidiaries or affiliates or any third party or creditor, whether as borrower, surety or guarantor ;

[iii] General Default. Borrower or Mortgagor violates or fails to perform any of the terms and conditions of this Agreement, the Supplemental Terms and Conditions or any other loan or credit document covering the Secured Obligations;

[iv] Representations/ Warranties. Borrower or Mortgagor provides information, or makes any representation or warranty in this Agreement, the loan application, or any credit or loan documents that are incorrect or untrue in any material respect;

[v] Impairment. The mortgage constituted herein is not promptly registered in the appropriate Registry of Deeds for causes not attributable to the Bank/Financial Institution or the lien in favor of the Bank/Financial Institution shall become ineffective, impaired, depreciate in value, cease to be first ranking and preferred, is disaffirmed by the Borrower or Mortgagor, is nullified or cease to be effective;

[vi] Death or Incapacity. Borrower or Mortgagor dies or becomes incapacitated or insolvent or a guardian/administrator is appointed over his person or properties;

[vii] Loss of License, Authorization or Registration. Borrower or Mortgagor is dissolved or its corporate registration or business license with the Securities and Exchange Commission or relevant government agency is cancelled or revoked;

[viii] Bankruptcy. If a juridical entity, the Borrower or Mortgagor becomes insolvent, bankrupt or unable to pay its debts, or applies for suspension of payments or corporate rehabilitation or, whether a natural or juridical person, is unable to pay its debts as they mature, or take advantage of insolvency, bankruptcy, or applicable laws for the relief of debtors;

[ix] Involuntary Proceedings. Borrower or Mortgagor shall be subject to or is a respondent to any proceeding for insolvency, bankruptcy, guardianship, receivership, suspension of payments, corporate rehabilitation, or any similar process;

[x] Material Adverse Change. Borrower or Mortgagor becomes subject to any material adverse change in his / its condition or circumstances, including a finding of probable cause against the Borrower or Mortgagor or against any member of its Board of Directors/ partners/trustees/ stockholders or officers [if the Borrower or Mortgagor is a juridical entity] for offenses involving moral turpitude, or an order is issued by any competent government authority or court freezing, preserving or forfeiting the accounts, money or property of the Borrower or Mortgagor, which in the opinion of the Bank/Financial Institution may impair the ability or willingness of the Borrower or Mortgagor to perform



or pay for his / its obligations under this Agreement or such other credit agreements.

Additional Consequence of Default. The Borrower agrees that the Bank/Financial Institution may, without need of prior notice to the Borrower, set off, debit or cause the debiting of any and all of the Borrower's accounts or credits held by the Bank/ Financial Institution, its parent corporation or any of its subsidiaries or affiliates and apply the same in payment of the Loan and Secured Obligations. The Bank/Financial Institution may likewise hold any personal property, securities, monies or funds, except property in safe deposit boxes, belonging to the Borrower in the possession of the Bank/Financial Institution, its parent corporation, subsidiaries and affiliates and sell said property or securities in a public or private sale, without need of prior notice to the Borrower. The proceeds thereof may be applied in partial payment of the Loan and Secured Obligations without prejudice to the foreclosure of the mortgage constituted herein. For this purpose, the Borrower hereby irrevocably appoints the Bank/ Financial Institution as its Attorney-in-Fact with full power of substitution, to negotiate for and sell said property or securities. The Bank/ Financial Institution shall notify the Borrower in writing at his last given address about the set-off or debit conducted.

The Mortgagor warrants that he/it has absolute ownership and title over the Mortgaged Property and fully acknowledges that this Agreement and the Supplemental Terms and Conditions shall be read and construed as one integral document and agree to be bound thereby.

IN WITNESS WHEREOF, this Agreement is signed at _____, Philippines, on this _____.

Signature of Borrower/Mortgagor Over Printed Name

Rizal Commercial Banking Corporation
Name of Bank / Financial Institution

Signature of Co-Borrower/Mortgagor/Spouse Over Printed Name

Signature of Authorized Representative Over Printed Name

Signature of Authorized Representative Over Printed Name

SIGNED IN THE PRESENCE OF:

Signature of Witness Over Printed Name

Signature of Witness Over Printed Name



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
 _____) S. S.

BEFORE ME, a Notary Public for and in the above jurisdiction on this day of _____ personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY		COMMUNITY TAX CERTIFICATE		PLACE
	NO.	DATE	NO.	DATE	

personally known to or identified by me to be the same person/s who executed the foregoing instruments, including the attached Disclosure Statement and Schedules and he / she / they acknowledged to me that his / her / their signatures on the instrument was / were voluntarily affixed for the purposes stated therein, that the same is his / her / their own free and voluntary act and deed and he / she / they was / were duly authorized to sign for the person/s or Corporation/s herein represented, and he / she / they further made oath as to the truth of the representations and warranties thereof.

This instrument which consists of 6 pages, inclusive of Schedules / Annexes refers to a Mortgage Loan Agreement signed by the parties and the instrumental witnesses on each and every page.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on _____, in the above jurisdiction.

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



DISCLOSURE STATEMENT ON LOAN/CREDIT TRANSACTION
(As Required Under R.A. 3765, Truth in Lending Act)

1. LOAN AMOUNT	PHP	
TERM OF LOAN (months)	Not Deducted from Proceeds	Deducted from Proceeds
2. FINANCE CHARGES	_____	_____
(a) Interest ____% p.a. fixed for the first ____ month/s	P _____	P _____
(b) Other charges incidental to the extension of credit	P _____	P _____
Total Finance Charges	P _____	P _____
3. NON-FINANCE CHARGES		
(a) Appraisal Fee	P _____	P _____
(b) Processing and Handling Fee	P _____	P _____
(c) Registration & Filing Fees	P _____	P _____
(d) Notarial Fee	P _____	P _____
(e) Documentary Stamps	P _____	P _____
(f) Fire/Property Insurance	P _____	P _____
(g) Credit Life Insurance	P _____	P _____
(h) Others	P _____	P _____
Total Non-Finance Charges	P _____	P _____
4. TOTAL DEDUCTION FROM PROCEEDS OF LOANS		P _____

5. NET PROCEEDS OF LOAN

6. EFFECTIVE INTEREST RATE _____ %
 Explanation: The effective interest rate is higher than the contractual interest rate of ____% because of items (2) and (3) deductions above.

7. SCHEDULE OF PAYMENT		
A. Single Payment due on _____	P	P
B. Installment Payments: (Please see attached amortization schedule)		

8. COLLATERAL
 The Loan is wholly/partly secured by: Real Estate Unsecured Government Securities Others:

9. ADDITIONAL CHARGES IN CASE CERTAIN STIPULATIONS ARE NOT MET BY THE BORROWER	
NATURE	AMOUNT
(a) Late Payment Charge	Past Due Interest = Net Amortization x No. of Days Past Due x Interest Rate / 360 Penalty Charges = Gross Amortization x No. of Days Past Due x 0.36 / 360
(b) Attorney's Fee	20% of the Total Obligation Due
(c) Liquidated Damages	25% of the Total Amount Due
(d) Collection and Legal Costs	Actual Cost Incurred
(e) Other Bank Fees	3% of the Outstanding Principal and P 3,500.00 Full Payment Processing Fee
(f) Others	N/A

CERTIFIED CORRECT:

_____ Signature of Creditor/Authorized Representative Over Printed Name	_____ Position
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I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT PRIOR TO THE CONSUMMATION OF THE CREDIT TRANSACTION AND CERTIFY THAT I UNDERSTAND AND FULLY AGREE TO THE TERMS AND CONDITIONS THEREOF.

_____ Signature of Borrower Over Printed Name / Date	_____ Signature of Co-Borrower/Spouse Over Printed Name / Date
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NOTICE TO BORROWER: YOU ARE ENTITLED TO A COPY OF THIS PAPER WHICH YOU SHALL SIGN.