

CONTRACT TO SELL

Lot No. - 10 -
Block No. 12

Subdivision 467-C

THIS AGREEMENT made and entered into this 11th day of January, 1955, by and between the HEIRS OF MR. VIRGILIO R. GONZALEZ; Homero Gonzalez, Violeta G. Calvez, Florencia J. Belo, Imelda G. Cancio and Leticia G. de Padua, all of legal ages, and Rosario S. de Gonzalez as heir and by her own right as the surviving spouse of the said Mr. Virgilio R. Gonzalez, represented by Rosario S. de Gonzalez, with postal address at 326 Cororodo Avenue, Cebu City, Philippines, as Administratrix of the Intestate Estate of Mr. Virgilio R. Gonzalez, Special Proceedings No. 1221-R, Court of First Instance, 14th Judicial District, Cebu, and by Authority of the Court issued on June 15, 1954, hereinafter known as the FIRST PARTY, and MACARIA NATAD ALCORDO, of legal age, Filipino, married to Adriano Alcorido, resident of and with postal address at 615 J. P. del Rosario Extension, Cebu City, Philippines, hereinafter referred to as the SECOND PARTY,

W I T N E S S E T R:

1. That the FIRST PARTY hereby promises to sell to the SECOND PARTY, Lot No. 10, Block No. 12, Subdivision of Lot No. 467-C of which the FIRST PARTY is the registered owner under Transfer Certificate of Title No. RT-9347 in the Office of the Register of Deeds for the City and Province of Cebu, containing an area of One Hundred Fifty Nine (159 Sq. M.) Square Meters, more or less;
2. That the SECOND PARTY hereby agrees, binds and obligates himself to pay to the FIRST PARTY, its successors or assigns, the amount of ONE THOUSAND FOUR HUNDRED THIRTY ONE PESOS (P1,431.00), as its price, within Sixty Two (62) instalments or months at Twenty Pesos (P20.00) per month to be paid at the every end of the month at the Office of the FIRST PARTY, and the latter hereby acknowledges the receipt of the sum of TWO HUNDRED PESOS (P200.00) as down payment.
3. That the SECOND PARTY shall pay for the taxes and assessments imposed on the land and should he fail to pay said taxes, the FIRST PARTY may advance the same in which case the SECOND PARTY shall reimburse the FIRST PARTY with one (1%) per cent interest monthly until paid;
4. That upon the completion of the payment of the price, with the SECOND PARTY faithfully living up to the terms and conditions herein stipulated, the FIRST PARTY, shall transfer and convey the property hereinabove mentioned unto the SECOND PARTY, or his heirs, executing an absolute deed of sales thereof;
5. That the FIRST PARTY shall remain the absolute owner of the above-mentioned property before complete payment of its price is made, and said FIRST PARTY, or its legal representatives shall, at any time, have the right to enter into the land for purpose of inspection, measurement, laying out lines for water, light, telephone and/or for any other lawful purposes;
6. That all improvements now existing and/OR MAY BE placed thereon during the effectivity of this agreement, shall be considered as part of the realty and upon the cancellation of this contract due to failure of the SECOND PARTY to comply with any of the terms and conditions herein stipulated shall become the exclusive properties of the FIRST PARTY or its successors;

7. That should the SECOND PARTY for any reason, fail to pay any one of the monthly rental within sixty (60) days after due date or fail to comply with and/or violate any of the terms and conditions herein stipulated, this agreement shall AUTOMATICALLY become terminated, null and void and the money paid till then under this contract, shall be considered as ground rent and the SECOND PARTY shall immediately vacate the premises;

8. That the SECOND PARTY, his heirs or assigns, shall not sell, transfer, assign, encumber or in any manner effect his right under this contract without the written consent of the FIRST PARTY;

9. That all terms and conditions agreed upon between the parties hereto on this transaction, are embodied in this contract, and any other conditions or considerations which either party may claim hereinafter shall not be binding unless they appear in writing duly signed by the party charged thereof.

10. That this contract takes effect beginning from the date of the signing of the same.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands of this 11th day of January, A. D., 1955, in the City of Cebu, Province of Cebu, Philippines.

HEIRS OF DR. VIRGILIO R. GONZALEZ
By:

Rosario S. de Gonzalez
ROSARIO S. DE GONZALEZ
As Administratrix, heir and in her own behalf--FIRST PARTY

SIGNED IN THE PRESENCE OF:

- 1. *Rafaela O. Cortez*
- 2. _____

Macaria N. Alcorde
MACARIA NATAD ALCORDO
SECOND PARTY

With Marital Consent:

Aldriano Alcorde
ALDRIANO ALCORDO

A C K N O W L E D G M E N T

REPUBLIC OF THE PHILIPPINES
CITY AND PROVINCE OF CEBU) S.S.

pph In the City and Province of Cebu, above-mentioned, this 11th day of January, 1955, Rosario S. de Gonzalez and Macaria Natad Alcorde, appeared before me personally and ratified the above contract to sell, stating that it was an act of their own free will, and voluntary deed. R. de Gonzalez exhibited to me her Res. Cert. No. A-1573085, January 14, 1954, Cebu City and Macaria Natad Alcorde exhibited to me Res. Cert. No. A-1633702 issued in Cebu City, on January 5, 1955.

Doc. No. 847; 2
Page No. 25;
Book No. I;
Series of 1955;

[Signature]
NOTARY PUBLIC
Until December 31st, 1956;

Notarial Register of Mr. Felix A. Savellon
 Registro Notarial del Sr.
 Under appointment made on the 3rd of January, 1955
 Bajo nombramiento hecho el día de

Número	NATURE OF INSTRUMENT Naturaleza del Instrumento (If contract give a brief description of the substance thereof) (Si es contrato, dé una breve descripción de la esencia del mismo)	NAMES OF PERSONS Nombres de las Personas	EXECUTING Que Otorgaron SWEARING TO Que Juraron ACKNOWLEDGING Que Ratificaron	WITNESSES TO THE SIGNATURES Testigos de las Firmas
46-1	Sworn Declaration of Financial Condition, Assets and Liabilities as required by Adm. Order No. 1, dated Jan. 5, 1954.	Eustacia S. Savella	Oath (1)	
47-2	Deed of sale of Lot No. 10, Block No. 12, Subdivision Lot No. 467-C under TCT No. RT-9347 in the Office of the Register of Deeds for the City and Province of Cebu.	Heirs of Dr. Virgilio R. Gonzalez, By: Rosario S. Gonzalez as Administratrix in Sp. Proc. 1221-R, C.F., Cebu as seller & Macaria Natad Alcordo as buyer.	ack. (1)	Rafaela O. Cortez & Rufina R. Espinosa
			(1)	
			(1)	
			(1)	

Reported
10 Feb. 1955

(1) Nature of notarial act, whether oath or acknowledgment
 Naturaleza del acto notarial, si es juramento o ratificación

JUDICIAL FORM No. 143
 of the City of Cebu, Philippines, for the year 1955
 de the City of Cebu, Filipinas, para el año
 and expiring December 31, 1956
 y que expira el 31 de Diciembre de

DATE Fecha	MONTH Mes	FEE Derechos	RESIDENCE CERTIFICATE Certificado de Residencia			REMARKS Observaciones
			NUMBER Número	DATE Fecha	TOWN Pueblo	
18	January		A-1627467	Jan. 11, 1955	Cebu City	
19	January		A-1573085	Jan. 14, 1954	Cebu City	
			A-1633702	Jan. 15, 1955	Cebu City	
I HEREBY CERTIFY THAT			{ 1 }	INSTRUMENTS WERE		{ EXECUTED }
DURING THE PAST WEEK			{ 1 }			{ SWORN TO }
						{ ACKNOWLEDGED }
				CITY OF CEBU, <u>January 24, 1955</u>		BEFORE ME
				<u>F. A. Savellon</u>		
				NOTARY PUBLIC		
I HEREBY CERTIFY THAT			{ NO }	INSTRUMENTS WERE		{ EXECUTED }
DURING THE PAST WEEK			{ NO }			{ SWORN TO }
						{ ACKNOWLEDGED }
				CITY OF CEBU, <u>January 31, 1955</u>		BEFORE ME
				<u>F. A. Savellon</u>		
				NOTARY PUBLIC		
I HEREBY CERTIFY THAT			{ NO }	INSTRUMENTS WERE		{ EXECUTED }
DURING THE PAST WEEK			{ NO }			{ SWORN TO }
						{ ACKNOWLEDGED }
				CITY OF CEBU, <u>February 7, 1955</u>		BEFORE ME
				<u>F. A. Savellon</u>		
				NOTARY PUBLIC		

I HEREBY CERTIFY that during the past week _____ instruments were _____ before me.
 POR LA PRESENTE CERTIFICO que durante la semana pasada _____ instrumentos fueron _____ ante mí.