

CHATTEL MORTGAGE

HIPOTECA DE BIENES MUEBLES

11th day of May 1951

THIS MORTGAGE, made this 11th day of May 1951, at **Corordo Avenue, Cebu City**, by **VIRILLO R. GONZALEZ** of legal age, mayor(es) de edad.

("MORTGAGOR(S)") to **INTERNATIONAL HARVESTER COMPANY OF PHILIPPINES**, a domestic corporation, domiciled in the City of Manila, ("MORTGAGEE") — ("DEUDOR(ES) HIPOTECARIO(S)") a favor de **INTERNATIONAL HARVESTER COMPANY OF PHILIPPINES**, una corporación doméstica, domiciliada en la Ciudad de Manila ("ACREEDORA HIPOTECARIA") —

WITNESSETH: That the MORTGAGOR(S) hereby convey(s) to the MORTGAGEE, its successors and assigns, by way of mortgage, all of the following described personal property, with all the improvements and accessories that may hereafter be incorporated therewith, or attached thereto, situated at No. **Jagna** Street, in the Municipality of **Bohol**, Province of **Bohol**, Philippines, belonging to and now in the possession of the MORTGAGOR(S), to wit:

One (1) McCormick International Farnall "M" Tractor with pneumatic tires.

**ENGINE NO. FBKM-21959243
SERIAL NO. FBK-22859243**

This mortgage is given as security for the payment by the MORTGAGOR(S) to the MORTGAGEE of the sum of **FOUR THOUSAND FOUR HUNDRED TEN AND 00/100** Pesos (P. 4,410.00).

in which sum the MORTGAGOR(S) acknowledge(s) himself (themselves) to be (jointly and severally) indebted to the MORTGAGEE, and which represents the balance due from the MORTGAGOR(S) to the MORTGAGEE on the purchase price of the said property, and is payable in installments, at the offices of the MORTGAGEE in the City of Manila, or at any of its branch offices designated by the MORTGAGEE, with interest thereon, at the rate of eight per cent (8%) per annum, as follows:

Amount	Interest	Payment Date
300.00	30.38	June 11, 1951
67.50	6.75	" 16 "
300.00	30.38	July 11 " "
67.50	6.75	" 16 "
300.00	30.38	Aug. 11 " "
67.50	6.75	" 16 "
300.00	30.38	Sept. 11 " "
67.50	6.75	" 16 "
300.00	30.38	Oct. 11 " "
67.50	6.75	" 16 "
300.00	30.38	Nov. 11 " "
67.50	6.75	" 16 "
300.00	30.38	Dec. 11 " "
67.50	6.75	" 16 "
300.00	30.38	Jan. 11, 1952
67.50	6.75	" 16 "
300.00	30.38	Feb. 11 " "
67.50	6.75	" 16 "
300.00	30.38	Mar. 11 " "
67.50	6.75	" 16 "
300.00	30.38	Apr. 11 " "
67.50	6.75	" 16 "
300.00	30.38	May 11 " "
67.50	6.75	" 16 "

The above schedule of interest payable applies only to payments made not later than date of maturity; additional interest at the stipulated rate will be charged on all delayed payments.

In case the MORTGAGOR(S) fail(s) to make any of the payments as hereinbefore provided, or to pay any interest that may be due hereunder, the whole amount remaining unpaid under this mortgage shall immediately become due and payable, and this mortgage may be foreclosed, or the MORTGAGEE may institute an action against the MORTGAGOR(S) for the recovery thereof, and in such cases, the MORTGAGOR(S) further agree(s) to pay to the MORTGAGEE, its successors or assigns, an additional sum of ten per cent (10%) of the whole amount due and unpaid, as liquidated damages, in addition to the Sheriff's fees and expenses, and the legal costs as provided in the Code of Civil Procedure, which said sum shall be added to the principal sum secured by this mortgage and shall become a part thereof, and the aggregate of all sums due hereunder shall, in case of default by the MORTGAGOR(S), bear interest at the rate of eight percent (8%) per annum, from the date of such default until paid.

Should the mortgaged property be lost, destroyed or damaged from any cause whatsoever, the MORTGAGEE shall immediately have the right to declare the whole amount of the principal and interest secured hereby due and payable, and may proceed at once to foreclose this mortgage, or institute an action against the MORTGAGOR(S). Provided; that if the MORTGAGOR(S) shall, immediately after the loss, destruction, or damage of the said mortgaged property as aforesaid, give additional security, to the satisfaction of, and approved by the MORTGAGEE, to cover the balance of the amount which may at any time be owed to the MORTGAGEE under this mortgage, then and in that case the MORTGAGEE may grant a reasonable extension of time to the MORTGAGOR(S) for the payment of the amount secured by this mortgage. The said property shall be considered as lost, to all intents and purposes, if the MORTGAGOR(S) shall fail to produce the same, or any part thereof, on demand by the MORTGAGEE.

The MORTGAGOR(S), for all the purposes of this mortgage, and for the foreclosure of the same, fix(es) his (their) residence in the City of Manila, and, in the event of foreclosure, the same may be effected in the City of Manila, without regard to the actual residence of the MORTGAGOR(S) or the place where the mortgaged property may be found. In any case of default on the part of the MORTGAGOR(S), the mortgaged property shall, on demand of the MORTGAGEE, be delivered to the latter in the City of Manila, free of all charges, and should the MORTGAGOR(S) not deliver the said property, the MORTGAGEE is hereby authorized to take possession of the said property wherever it may be found, and have the same brought to the City of Manila, and the expenses of locating and bringing the said property to Manila shall be for the account of the MORTGAGOR(S) and form part of the sum secured by this mortgage. Provided, however, that the MORTGAGEE shall have the option of selling the said property, judicially or extra-judicially, at any place where the same may be found outside the City of Manila, or in the City of Manila, as hereinabove provided.

The MORTGAGOR(S) hereby expressly waive(s) the term of thirty days and any other term granted or which may hereafter be granted him (them) by law as the period which must elapse before the MORTGAGEE shall be entitled to foreclose this mortgage, it being expressly agreed that the MORTGAGEE may foreclose this mortgage at any time after the breach of any conditions thereof.

In case of insolvency of the MORTGAGORS, or any one of them, judicially decreed, this obligation shall at once become due and payable as hereinabove provided with respect to default in the payment of any installment, with all the consequences of such default.

It is further agreed that should the property herein mortgaged be used as a public service within the meaning of the Public Service Act, the MORTGAGOR(S) shall do whatever is necessary and requisite in order to secure the approval of the Public Service Commission. Should the MORTGAGOR(S) fail, neglect or refuse to secure the approval of the Public Service Commission within thirty (30) days from the date hereof, then the MORTGAGEE may, at its option, but without any obligation so to do, take the necessary action to secure such approval, and all the expenses incurred by the MORTGAGEE in connection therewith, and the sum of One Hundred Pesos (P100.00) for attorney's fees shall be charged to the MORTGAGOR(S). Such expenses and attorney's fees shall be added to the principal indebtedness hereby secured and shall be paid at the time that second installment shall become due and payable.

It is further agreed that in case of sale at public auction of the property herein mortgaged, or of any part thereof, the MORTGAGEE shall be entitled to bid for the said property, or for any part thereof, and to have the amount of its bid applied to the payment of the obligation secured by this mortgage without paying in cash the amount of its bid. Such the amount realized at such sale or sales not be sufficient to cover the entire indebtedness of the MORTGAGOR(S), together with interest and legal expenses, the MORTGAGEE shall be entitled to institute an action against the MORTGAGOR(S) for any deficiency resulting after the Sheriff's sale.

It is expressly further agreed that this mortgage shall also serve as security for the payment to the Mortgagee of any other indebtedness of the Mortgagor in favor of the Mortgagee incurred in any manner whatever.

The MORTGAGOR(S) shall insure the mortgaged property and keep the same insured against the risk of loss or damage by fire and any other cause whatsoever, in a company or companies acceptable to the MORTGAGEE, in a sum of not less than **FOUR THOUSAND FOUR HUNDRED TEN AND 00/100 Pesos (P4,410.00)** and failure of the MORTGAGOR(S) to procure such insurance, or to maintain the same in force, shall render the full amount of principal and interest due under this mortgage payable immediately, and the MORTGAGEE shall have the right to foreclose this mortgage. Provided; that the MORTGAGEE may, at its option, procure the said insurance and pay the premium thereon, and any amount paid by the MORTGAGEE for such purposes shall be added to the principal amount secured by this mortgage, become a part thereof, and bear interest at the rate of eight per cent (8%) per annum from date of payment until repaid by the MORTGAGOR(S).

The MORTGAGOR(S) shall not have any repairs made to the mortgaged property without the written consent of the MORTGAGEE, and notice is hereby given to the world that the MORTGAGEE will not be responsible for, nor shall the said mortgaged property, or any part thereof, be held under lien for any indebtedness whatsoever except the indebtedness hereby secured; and the MORTGAGOR(S) agree(s) not to pass possession of the said mortgaged property to any other party for any purpose whatsoever.

The MORTGAGOR(S) agree(s) to use extraordinary care and diligence in the preservation and maintenance of the mortgaged property, and further agree(s) to pay any and all damages for deterioration, reasonable wear and tear excepted resulting directly or indirectly from carelessness or neglect of any kind on the part of the MORTGAGOR(S).

REPUBLIC
REPUBLICA
OF THE
DE
PHILIPPINES
CITY OF MANILA
CIUDAD DE MANILA

Issued at - Cebu City
On - February 8, 1951
L. D. Harrison

Before me this day personally appeared _____ with Residence Certificate Class _____
No. _____ issued at Manila, P. I., on the _____ day of _____
19____, with Alien Registration Certificate No. _____, issued at _____ on _____ day
of _____, and renewed on _____ day of _____, 19____

in his capacity as _____ of INTERNATIONAL HARVESTER COMPANY OF PHILIP-
PINES, whose Residence Certificate is _____, issued at Manila, on _____, 19____

a domestic corporation, known to me and to me known to be the person who signed the foregoing affidavit and made oath to the
truth of the said affidavit.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this _____ day
of _____, 19____

Document No. _____ Page _____ of my register, Book _____
de mi registro, Libro _____

CUSTODIO O. HERNANDEZ
NOTARY PUBLIC
My commission expires December 31, 19____
Mi nombramiento expira el 31 de Diciembre de 19____

UNDERTAKING OF SURETYSHIP
FIANZA

The undersigned, _____ and _____, of age, and residents
respectively, ("SURETIES"), hereby guarantee, jointly and severally with the MORTGAGOR(S), the faithful performance

by the latter of his (their) obligations under the foregoing chattel mortgage, and agree to pay, on demand, to the MORT-
GAGEE any and all amounts that may be due it from the MORTGAGOR(S) up to the sum of P _____

It shall not be necessary for the MORTGAGEE to proceed against the MORTGAGOR(S) upon his (their) default,
or to exhaust the property of the said MORTGAGOR(S), but the SURETIES' liability hereunder shall be a primary one,
and shall be exigible immediately upon the occurrence of such default.

The SURETIES covenant and agree with the MORTGAGEE that it may from time to time, without the SURETIES,
previous consent, grant extensions of time to the MORTGAGOR(S) for the payment of money; accept notes or other obli-
gations from the MORTGAGOR(S) for money or other things of value due from him (them); and renew said notes or other
obligations from time to time either in whole or in part.

Should the MORTGAGOR(S) at this or at any future time furnish, or should he (they) heretofore have furnished,
another surety or sureties to guarantee the payment of his (their) obligations to the MORTGAGEE under the foregoing chattel
mortgage, the SURETIES hereby expressly waive all benefits to which they might be entitled under the provisions of article
1837 of the Civil Code (beneficio de division), their liability under any and all circumstances being joint and several.

In the event of judicial proceedings being instituted by the MORTGAGEE to enforce any of the covenants or conditions
of this undertaking of suretyship, the SURETIES promise to pay to the MORTGAGEE a reasonable compensation for its
expenses and charges, including attorneys' fees, which shall not in any event be less than ten percent (10%) of the indebted-
ness then outstanding and unpaid.

IN WITNESS WHEREOF, the SURETIES have executed this instrument at _____
Philippines, this _____ day of _____, 19____

IN THE PRESENCE OF:
"SURETIES"
"FIADORES"

REPUBLIC OF THE PHILIPPINES
REPUBLICA DE FILIPINAS
CITY OF MANILA
CIUDAD DE MANILA

Before me, on this day personally appeared _____ with Residence Certificate Class _____
No. _____ issued at _____, P. I., on the _____ day of _____
19____, and _____ with Residence Certificate Class _____
No. _____ issued at _____, P. I., on the _____ day of _____
19____ to me known and known to me to be the persons who signed the foregoing instrument, and acknowledged to me that
they executed the same as their free and voluntary act and deed for the purpose therein set forth.

In WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this _____ day
of _____, 19____

Document No. _____ Page _____ Book _____ Series of 19____
Documento No. _____ Pagina _____ Libro _____ Serie de 19____

NOTARY PUBLIC
Notario Publico
My commission expires December 31, 19____
Mi nombramiento expira el 31 de Diciembre de 19____

In the event of litigation, the MORTGAGOR(S) agree(s) to submit to the jurisdiction of the Court of the City of Manila, or of those of any province or municipality in which the MORTGAGEE has a branch office.

The expenses for the execution, registration, and cancellation of this mortgage shall be for the account of the MORTGAGOR(S).

The obligations hereby undertaken by the MORTGAGORS are joint and several.

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

If the MORTGAGOR(S), his (their) heirs, executors, or administrators, shall well and truly perform the full obligations above set forth according to the terms thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

In the event of any differences or discrepancies between the English and Spanish versions of this instrument the English version shall control.

EXECUTED BY THE MORTGAGOR(S) at Cebu City Philippines, this 11th day of May 1951

In the presence of: [Signatures] BY: IMELDA G. CANCIO, Atty-in-fact

MORTGAGOR(S) DEUDOR(ES) HIPOTECARIO(S) IMELDA G. CANCIO, Attorney-in-fact

MORTGAGOR(S) severally swear that the foregoing mortgage is made for the purpose of securing the obligations specified in the conditions thereof, and for no other purpose, and that the same is a just and valid obligation, and one not entered into for the purpose of fraud.

By Imelda G. Cancio, Atty-in-fact VIRGILIO R. GONZALEZ BY: IMELDA G. CANCIO, Atty-in-fact

REPUBLIC OF THE PHILIPPINES PROVINCE OF CEBU MUNICIPALITY OF CEBU

Before me this day personally appeared VIRGILIO R. GONZALEZ Residence Certificate Class 4 No. 1632626 issued at Cebu City, P.I., on the 19th day of January 1951

with Residence Certificate Class No. 12881 issued at Cebu City on the 28th day of March 1951

P. I., on the 19th day of January 1951; and with Residence Certificate Class No. 12881 issued at Cebu City, P. I., on the 28th day of March 1951

known to me and to me known to be the person(s) who signed the foregoing affidavit and the foregoing chattel mortgages as MORTGAGOR(S) and made oath to the truth of the said affidavit and acknowledged that he (they) executed the foregoing chattel mortgage as his (their) free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 11th day of May 1951

Document No. 139 page 32 of my register, Book II 8-1951 CUSTODIO C. HERNANDEZ NOTARY PUBLIC My commission expires December 31, 1951

I, L. D. Harrison in my capacity as Agent of the corporation INTERNATIONAL HARVESTER COMPANY OF PHILIPPINES, MORTGAGEE, swear that the foregoing mortgage is made for the purpose of securing the obligations specified in the conditions thereof, and for no other purpose, and that the same is a just and valid obligation, and one not entered into for the purpose of fraud.

L. D. HARRISON



NATIONAL ARCHIVES OF THE PHILIPPINES
Pambansang Sinupan ng Pilipinas

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Manila, November 19, 2025

VICTORINO M. MANALO, C.E.S.E.
Executive Director

By:

for: MA. TERESA A. PAGARAGAN
Chief Archivist, Archives Collection & Access Division

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