

**SPECIAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS:

I/We, \_\_\_\_\_, of legal age, (single/married), \_\_\_\_\_ citizen with postal address at \_\_\_\_\_, do hereby name, constitute and appoint \_\_\_\_\_, of legal age, \_\_\_\_\_ citizen, residing at \_\_\_\_\_ whose specimen signature appears below, to be my true and lawful Attorney-in-fact, for me and in my name, place and stead, and for my own use and benefit to do the following acts and deeds:

Debtor/Mortgagor's signature

Debtor/Mortgagor's signature

1. To acquire a property located at \_\_\_\_\_ presently registered under the name of \_\_\_\_\_, and covered by OCT / TCT / CCT No. \_\_\_\_\_ of the Registry of Deeds of \_\_\_\_\_, and to be registered and transferred in the name/s of \_\_\_\_\_.

2. To apply for, negotiate, and obtain a loan from BDO UNIBANK, INC. ("the Bank") in the principal amount not exceeding \_\_\_\_\_ (Php \_\_\_\_\_), Philippine Currency, (the "Loan"), at such terms and conditions as may be agreed with the Bank:

3. To encumber, or assign and convey by way of FIRST MORTGAGE unto the Bank, its successors and assigns my property/ies located at \_\_\_\_\_ presently covered by OCT / TCT / CCT No. \_\_\_\_\_ now registered under the name of \_\_\_\_\_ and to be registered and transferred in the name/s of \_\_\_\_\_, as per attached photocopy of title, as security for the prompt payment of the said Loan, including its renewals, extensions, rescheduling, restructuring, reavailments or amendments thereof:

Technical Descriptions:

Debtor/Mortgagor's signature

Debtor/Mortgagor's signature

4. To indicate, confirm and instruct the Bank on the mode of payment for my/our above Loan, including without limitation, the authority to automatically debit from my <savings/current> account with the Bank's \_\_\_\_\_ Branch under Account No. \_\_\_\_\_ (the "Account") for any and all payments/amounts which may be due from me/us under the said Loan, as my attorney-in-fact may deem appropriate or necessary;

5. To make, sign, execute, and deliver contracts, documents, agreements, and other writings of whatever nature or kind, such as but not limited to Promissory Note(s), the Deed of Real Estate Mortgage / Mortgage Loan Agreement, Deed of Undertaking, Automatic Debit Authority and all other documents (including without limitation, the enrollment form for any Mortgage Redemption Insurance or other bond/insurance requirements and/or any renewal thereof, and such warranties, representations and undertakings in relation to the condition of the foregoing property and the delivery of title over the same to the Bank, free and clear from any liens and encumbrances), with the Bank, any and all third persons, concerns, or entities, as may be necessary or proper in connection with the foregoing upon the terms and conditions as my said Attorney-in-fact may, in his / her discretion, deem to be in my best interest:

6. To duly receive on our behalf the proceeds of the said Loan as well as legal notices or processes directed to me in the event of foreclosure or other satisfaction of the suit premised on the Deed of Real Estate Mortgage / Mortgage Loan Agreement or any other document, warranty, agreement to be executed by my Attorney-in-fact in favor of the Bank as security for the aforesaid Loan:

7. To claim from the Bank, upon full payment of the credit accommodations / facilities for which my property stands as collateral, the Owner's Duplicate Copy of title aforementioned.

8. To do and perform any and all acts necessary for the faithful execution of the foregoing acts and deeds.

HEREBY GIVING AND GRANTING unto my said Attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could lawfully do if personally present, and hereby ratifying and confirming all that my said attorney-in-fact has done, shall lawfully do or cause to be done by virtue of these presents.

This Special Power of Attorney shall be valid and subsisting and shall remain in full force and effect unless otherwise revoked or amended by me in writing and duly served upon the Bank.

IN WITNESS WHEREOF, I have hereunto set my hand this day of \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Grantor / Principal

\_\_\_\_\_  
Attorney in Fact

**SIGNED IN THE PRESENCE OF :**

\_\_\_\_\_

ACKNOWLEDGMENT AND CERTIFICATE OF OATH

REPUBLIC OF THE PHILIPPINES ) S. S.  
\_\_\_\_\_ )

BEFORE ME, a Notary Public for and in the above jurisdiction personally appeared:

<u>Name</u>	<u>Competent Evidence of Identity</u>	<u>Date &amp; Place Issued</u>
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Personally known to or identified by me to be the same person/s who executed the foregoing instrument and he / she / they acknowledged to me that their signature on the instrument was voluntarily affixed for the purposes stated therein, the same is his / her / their own free and voluntary act and deed and they 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 representation and warranties thereof.

This instrument consisting of \_\_\_\_\_ (\_\_\_\_) pages, including this page on which the Acknowledgment is written, has been signed by the party and their instrumental witnesses on each and every page thereof and relates to a Special Power of Attorney granted in favor of \_\_\_\_\_.

WITNESS MY HAND AND NOTARIAL SEAL on this day of \_\_\_\_\_ at \_\_\_\_\_.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of \_\_\_\_\_;

\_\_\_\_\_  
GRANTOR / PRINCIPAL

\_\_\_\_\_  
ATTORNEY-IN-FACT

Signed in the presence of

\_\_\_\_\_

\_\_\_\_\_