

# HUMANITY NEWS

TOWARDS THE FRIENDSHIP OF CITIZENRY

Vol. VII No.34 July 24-30, 2023 P 10.00 ISSN No.: 2672-3034

## DepEd all set for LearnCon PH 2023



MANILA – A wide set of opportunities await education stakeholders joining the Learners' Convergence (LearnCon) PH 2023 of the Department of Education (DepEd) which will be held simultaneously with the 2023 Palarong Pambansa from July 29 to Aug. 3 in Marikina City. DepEd on Monday said the conference will gather select high school learners and youth leaders, among others, (cont. P.11)

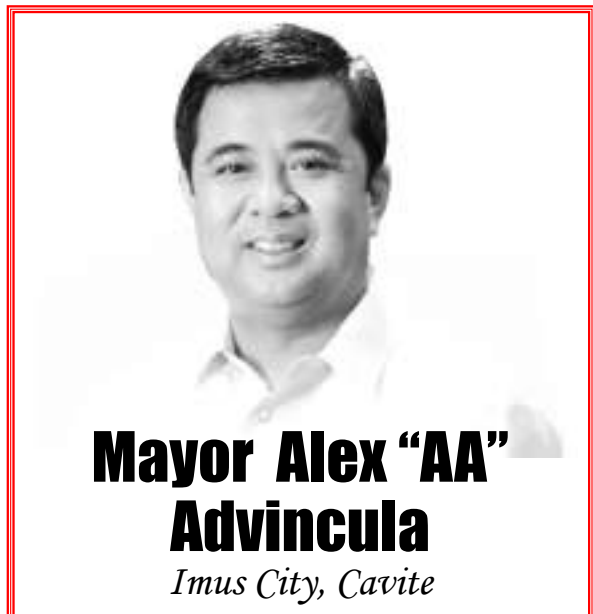
**Binisita at ininspeksyon ni Mayor Alex Avincula ang pagpapatayo ng bagong City of Imus Public Market sa Barangay Tanzang Luma kasama ang Economic Enterprise and Management Office (EEMO) Head na si Mr. Nestor Camantigue.**



**Asahan po ninyong marami pang susunod na proyekto ang isasagawa natin sa ating lungsod dahil sa nagkakaisang Imus, lahat tayo ay aangat!**



**Hangad po ng inyong lingkod at ng buong Team GenTri na mapangalagaan at maging kaagapay ang bawat sektor ng ating lipunan. Kabilang po diyan ang mga minamahal nating Senior Citizens. Kung kaya ang ating Pamahalaang Lungsod ay patuloy sa paghahatid ng mga programa at serbisyo na makakabuti sa ating mga lolo at lola.**  
Let's Join Forces for a More Progressive City of General Trias!



## Ugnayan sa Barangay in City of Bacoor:



Fostering community unity and empowerment. In an effort to promote community development and strengthen bonds among residents, the Cavite Provincial Government has launched again the Ugnayan sa Barangay program in the City of Bacoor on July 6, 2023 at the Strike Gymnasium. This program serves as a platform for fostering unity, empowering individuals, and enhancing the overall quality of life within the barangay and aims to create a thriving and harmonious community.

During the program, Governor Jonvic C. Remulla actively interacted with the residents of Barangay Talaba 4, 5, and 6, together with the local officials headed by Mayor Strike Revilla. Also in attendance were 2nd District Representative Lani Revilla and Agimat Partylist Representative Bryan Revilla.

In summary, through its active engagement of residents and promotion of open communication, the program has emerged as a powerful catalyst for driving positive transformation within the barangay(picad)





Isang malaking karangalan ang naging pagdalo ni Vice Mayor Jun Dualan sa ginanap na ikalawang taong ng "Sagisag ng Angking Galing at Wastong Aksyon na Natatangi" GAWAD SAGWAN ng mga kaguruan mula Naic Coastal Integrated National High School (NCINHS).

Sinaksihan ng ating Bise Alkalde at personal na naggawad ng mga parangal para sa mga natatanging guro ng Naic. Kung saan kinilala si Mrs. Dorina I. Llano bilang Most Outstanding Teacher at sa hindi matatawarang serbisyo nito sa loob ng 22-taon sa pagtuturo.

Nagpapasalamat ang mahal na Bise Alkalde sa mga guro ng Naic Coastal Integrated National High School (NCINHS) sa pagkilala sakanya bilang panauhing pandangal sa araw na ito.

## BFP PASAY CITY RECEIVES MEDICAL SUPPLIES AND PERSONAL PROTECTIVE GEARS FROM PASAY CITY LGU

The Bureau of fire Protection Pasay City Fire Station headed by FSUPT MARIANO S TAGUIAM, City Fire Marshal and its Personnel recently attended the official turnover of Medical Supplies and Emergency

Equipments from Pasay City Government LGU held at the Office of the City Mayor..

Upon receiving the emergency equipments during the event FSUPT TAGUIAM handed (cont. P.4)



Bureau of Fire Protection Pasay City Fire Station Public Information Unit | BFP-NCR Pasay City | (02)- 8-844-212-0 | #BFPNCRDailyUpdates #SaveLivesandProperties



Bureau of Fire Protection Pasay City Fire Station Public Information Unit | BFP-NCR Pasay City | (02)- 8-844-212-0 | #BFPNCRDailyUpdates #SaveLivesandProperties



Bureau of Fire Protection Pasay City Fire Station Public Information Unit | BFP-NCR Pasay City | (02)- 8-844-212-0 | #BFPNCRDailyUpdates #SaveLivesandProperties

**MAKATANG KABITENYO**  
**DLSU-DASMARIÑAS AWARDEE**  
**MAKATANG KABITENYO 1999**  
**F&A.M LINCOLN LODGE # 34**  
**DOCTOR OF HUMANITIES (HONORIS CAUSA)**  
**DR. AURELIO PAREDES BAUTISTA**

## PAGBALIK SA PINANGGALINGAN

1. Lahat nagbabalik sa pinanggalingan,  
Tulad sa magbiyahe ka nang pasilangan,  
Sa tuloy na lakbay dinatnan kanluran,  
Hanggang sa sumapit sa pinanggalingan.
2. Sapagka't ang tuwid na akalang lakbay,  
Lumiliko ito na wala kang malay,  
Layo mo sa lupa ay singtaas lamang,  
Kaya umikot kang di mo namalayan.
3. Yaong liwanag din na akala'y tuwid,  
May kurbang maliit na napakakitid,  
Sinag ng bituin sa mundo'y sumapit,  
Tingin mo'y direktso sa mali mong titig.
4. Nguni't ating lakbay paikot sa araw,  
Alam nating ligid lamang pag tinanaw,  
Lakbay nati'y ligoy na ang babalikan  
Ay ating simula sa pinanggalingan.
5. Merong nagsasabi na ang ating Big Bang  
Ay naging simula nitong Sanlibutan,  
May nagsabing tuwid ang sabog na ganyan,  
Kaya lumalayo sa pinanggalingan.
6. Subalit hula ko na merong batayan,  
Di tuwid ang sabog, lumiko din naman,  
At spiral galaxy ang pinagtularan,  
Ruweda ng fireworks, hugis ng larawan.
7. Habang sumasabog palayo sa gitna,  
Umiikot naman ang gitnang simula,  
Pagmasdan ang bilog, papalaking lubha,  
At pabilog pa rin ang buo niyang mukha.
8. Sabi ng scientist, Universe daw natin,  
Wala itong sentro't lahat palayo rin,  
Di ito ang hulag aking sasabihin,  
Meron itong sentrong ating liliguyin.

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**ANTHONY LUMAS**  
ACCOUNT EXECUTIVE

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# Let your kids shine the brightest at SM Little Stars 2023



SM Supermalls' search for the next biggest, brightest, and most talented kids in the country is back! On July 6, SM Supermalls opened the pre-registration for SM Little Stars—the annual nationwide talent search for kids aged four to seven.

Now in its 14th year, SM Little Stars has become a platform for some of the country's biggest stars who are excelling in singing, acting, and modeling including 2013 Boy Grand Winner Nihkzy Calma, 2014 Girl Grand Winner Chun Sa Jung, 2013 3rd Runner-Up Esang De Torres, and 2017 Grand Girl

Winner Gaea Salipot. "SM is and will always be a safe and nurturing place for the kids. Through SM Little Stars, we are staying true to our commitment to making the kids' mall experience fun, memorable, and rewarding for them and their families. We want to make sure that this will be worth remembering for them," said SM Supermalls

Senior Vice President for Marketing Joaquin San Agustin.

SM Little Stars Project Head Hanna Carinna Sy also said, "After an absence of three years, we are happy to be together again to launch what is undoubtedly the biggest kiddie talent search in the country, which will be held in 70 malls from Baguio and Tuguegarao to Davao and Cagayan de Oro in Mindanao."

The kids who will make the Grand Finals will be trained by celebrity mentors in a series of workshops to develop their talents and confidence on stage. The workshops will also encourage them to bond and make new friends with their co-participants.

Stakes are higher in this year's SM Little Stars with over P9 Million in cash and prizes starting with a brand new Suzuki S-presso Special Edition MT MC

# PBBM OPENS 11.6-KILOMETER SAMAR PACIFIC COASTAL ROAD



President Ferdinand R. Marcos Jr. recently led the inauguration of the much-awaited Samar Pacific Coastal Road Project that is expected to improve travel and stimulate the local

economy in Northern Samar. "With the opening of this road and its bridges, the development of Northern Samar's rich agricultural lands and bountiful fishing grounds

will follow suit," President Marcos said in his speech during the inauguration of the project in Palapag,

Northern Samar. The President was joined in the inauguration ceremony by South Korean Ambassador to

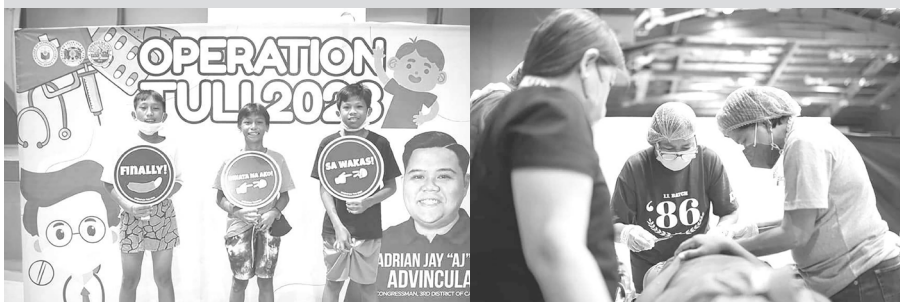
(cont. P.10)



## ONWARD FORWARD GEN. TRIAS CITY

CONG. ONY FERRER

# LIBRENG TULI PARA SA MGA KABATAANG IMUSEÑO!



Matagumpay pong naisagawa kahapon ang libreng Operation Tuli sa mga kabataang Imuseño sa Imus City Sports Complex. 206 pong batang lalaki ang ating nabigyan ng libreng serbisyo katuwang ang Provincial Health Office, City Health Office at mga volunteers. Pagkatapos po ng pagtutuli ay binigyan po natin sila ng kumpletong antibiotic at pain reliever para masigurong maghihilom ang kanilang mga sugat.

Abangan po ang muling pag-arangkada ng ating Operation Tuli 2023 sa mga susunod pang mga araw. (Adrian Jay "AJ" Advincula)

worth over P600,000; one-year talent contract at Sparkle GMA Artist Center; 100% Discount on college tuition fee and miscellaneous fees at National University; a five-day and four-night trip for two (2) to Hong Kong; a total of Php100,000 worth of cash and SM gift certificates (Php50,000

cash and Php50,000 worth of SM gift certificates); Php 30,000 worth of Toy Kingdom gift cards; an annual pass certificate for unlimited bowling game and skating admission valid for one (1) year; 30 regular ride tickets at SM by the Bay Amusement Park / Sky Ranch and gift vouchers for a two-

night stay with breakfast for two (2) at Radisson Blu Cebu await one lucky boy and lucky girl winners!

To register, the parent/guardian must bring their child's original and photocopy of their birth certificates as well as two (2) copies of 4R size of their photo

(cont. P.11)

## Pagbati Mula kina:

**Board Member Ony Cantimbuhan**  
*Imus City, Cavite*

**Cong. Adrian Jay 'AJ' Advincula**  
*3rd District of Cavite*





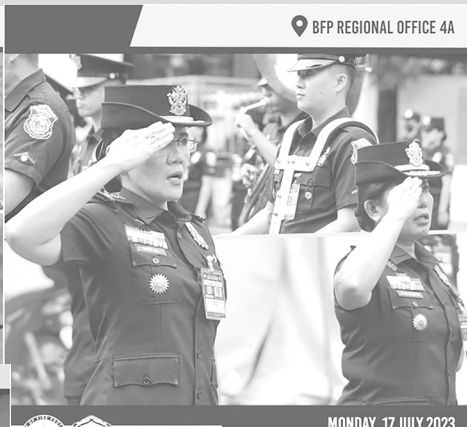
## FAMOUS PERSONALITIES

BY

NICO & NIELSEN BAUTISTA

**JULIUS CEASAR** - - Siya ay isang Roman, General at naging unang Emperador ng Roma. Ang kanyang saklaw sa panahong iyon ay ang buong Kanlurang Europa kabilang ang bahagi ng Silangang Europa, Constantinople, Holy Land at ang North Africa. Pinatay siya sa isang pagtitipon sa Roman Senate.

## BFP SANTA ROSA CITY CFM TALKS "FAME" DURING TROOP INFORMATION AND EDUCATION



The Bureau of Fire Protection Santa Rosa City Fire Station headed by FCINSP MERRY JOY T ASONZA, City Fire Marshal was the speaker during the Troop Information and Education held recently at BFP Regional Office Ground, Camp Vicente Lim Canlubang, Laguna.

During her speech Asonza, shared her personal insights on "FAME" and how it must affect every personnel in the agency.

Fame is what many people pursue with hopes that it will bring them happiness, prosperity, and personal growth. It is, indeed, a powerful tool that could bring benefits to you. Increased visibility may boost your career while opening many doors to the world and connecting you to more people and a larger audience.

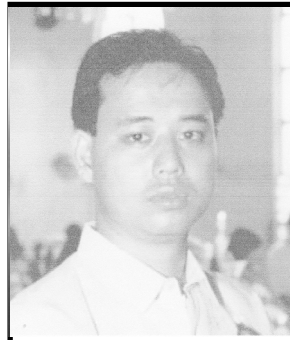
Being in the public eye means that you will have to deal with lots of different people, who may have many and diverse opinions about you, which they may share whether you like it or not. So even if you have thick skin and are not concerned with what others think,



## CAVITE HIGHLIGHTS

By:  
Yna Palparan Bautista

**Artemio Ricarte** - Isa siyang Ilokanong guro sa Malabon at kasama sa pag-aalsa noong rebolusyon. Siya ang unang pangunahing Heneral ng Philippine Army na itinatag ni Aguinaldo. Di siya nanumpa ng katapatan sa mga Amerikano at naging tapon sa Japan. Bumalik siya noong World War II sa Pilipinas at namatay sa Mountain Province. Nakalibing siya sa Libingan ng mga Bayani.



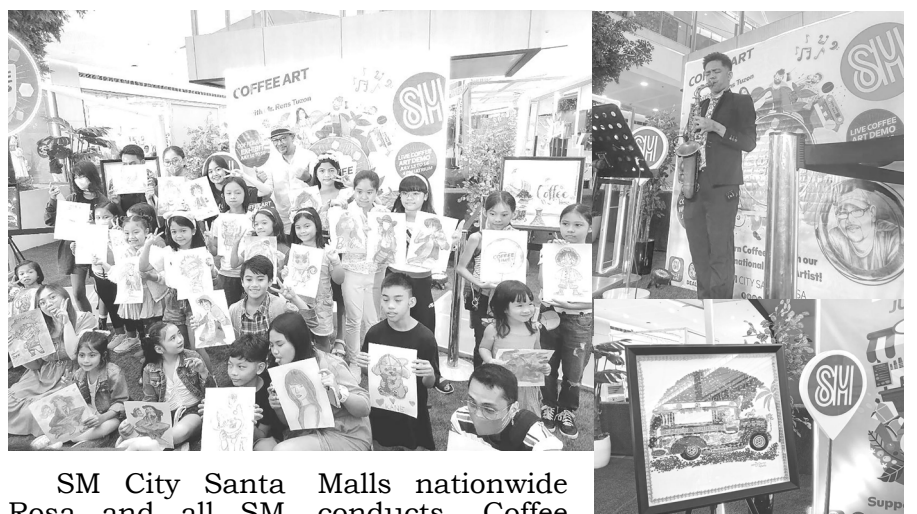
## LET THERE BE LIGHT!

By

Eng'r. Vir Campaña Bautista  
F & A.M. Luis Olimpo Ferrer Lodge 366

**TALISPUNGO** - Ang Talispungo, Maragondon na galing sa "tali" at "pasungay". Ang batang kalabaw ay itinatali hanggang humaba ang sungay.

## SM Coffee Fest 2023 highlights Filipino Coffee Art at SM City Santa Rosa



SM City Santa Rosa and all SM

you may still become vulnerable to the pressure from others' opinions.

So the idea of fame is beautiful until it becomes reality because that is when you face the enormity of it. You know that you influence many people, who may idolize you for your success and that you may be developing a growing number of haters who will never be happy with who you are. That knowledge can make you feel pressured into trying to be perfect. That pressure for perfection could be too much for a single person to handle.

Also during the event, the birthday celebrants of the week was warmly greeted by the Assistant Regional Director for Administration, FSSUPT ARVIN REX A AFALLA, DSC, Assistant Regional Director for Operations, FSSUPT MARIA VICTORIA P BRUAL, and Caretaker, Regional Chief of Staff and Chief, Administrative Division, FSSUPT GAY F FLORENTINO, DSC. (Bfpphoto/Renante Arjay Jarobel/Marjorie Mahusay)

Malls nationwide conducts Coffee Festival this month of July to highlight the vibrant coffee culture in the

Philippines.

"This year's Coffee Fest will showcase chill vibes, (cont. P.11)

### BFP PASAY CITY...

(from p. 2)

over a Certificate of Appreciation to Honorable Imelda "EMI" Calixto-Rubiano, City Mayor in grateful acknowledgement of her outstanding support to Pasay City Fire Station for the improvement of its basic public safety services by donating resources supporting

its emergency and disaster response and in appreciation with the invaluable commitment with mandates of the Bureau of Fire Protection-to Save Lives and Properties towards a resilient society. (Bfpphoto/Renante Arjay Jarobel/Marjorie Mahusay)



## HUMANITY TRIVIA

(IT TELLS THE DATES OF INVENTION, PLACES OF PLANT ORIGIN AND CURES OF DISEASE)

- Stethoscope - 1816
- Syringe - 1835
- Mongo bean - China
- Kidney bean - America
- Avocado - gout



**rEpuBLic OF tHE pHilippinEs  
rEgiOnAL triAL COurt  
FOurTH JuDiCial rEgiOn  
OFFICE OF tHE CLERK OF COurt  
CitY OF imus Ca VitE**

**HOme DEVELOpmEnt mutuaL FunD  
(pag-iBig FunD)**

Mortgagee,

**EXtra-JuDiCial FOreCLOsurE OF  
rEaL EstatE mOrtgaGE unDEr  
aCt 3135 as amENDED BY aCt 4118**

-versus-

**FC Case no. 17949-23**

**JunE rODnEY C. DaLisa Y married to miCHELLE  
B. DaLisa Y,**  
Mortgagors

x-----  
**nOtICE OF EXtra-JuDiCial saLE**

Upon extra-judicial petition for sale under Act 3135 as amended by Act 4118 filed by **HOme DEVELOpmEnt mutuaL FunD (pag-iBig FunD)** mortgagee, with principal place of business at The Petron Mega Plaza Building, No. 358 SenGil Puyat Avenue, Makati City, against **JunE rODnEY C. DaLisa Y married to miCHELLE B. DaLisa Y,** mortgagors with residential and postal address at Lot 302 Almazor St, Gate III, Nichols, Pasay City and/or Lot 16, Block 11, Phase 1 ACM Woodstock Homes Alapan Rd. Imus Cavite to satisfy the mortgage indebtedness which as of March 21, 2023 amounts to **tHrEE HunDrED FiVE tHousanD sEVEn HunDrED ninEtY EighT pEsOs and 37/100 (php305,798.37)** Philippine Currency including interest and penalties but excluding attorney's fees sheriff's fees and all other charges incidental to this foreclosure and sale the undersigned will sell at public auction on **august 29, 2023** at 10:00 o'clock in the morning or soon thereafter at the main entrance of the Office of the Clerk of Court RTC-Imus Hall of Justice Aguinaldo Highway, Imus City Cavite to the highest bidder for CASH and in Philippine Currency, the following property with all improvements thereinto wit

**transFER CErtifiCatE OF titLE  
no. t -659573**

"A parcel of land (Lot 16, Blk. 11 of the subd. plan Psd-04-085471 being a portion of Lot 1577 Imus Estate (RS-04-002152)L.R.C Rec. No), situated in the Brgy of Alapan, Mun of Imus Prov. of Cavite, Island of Luzon Bounded on the N. along line 1-2 by Lot 15; on the E., along line 2-3 by Lot 18, both of Blk. 11; on the S., along line 3-4 by Rd. Lot 11; on the W., along line 4-1 by Lot 14, Blk. 11; all of the subd. plan x x x containing an area of FIFTY TWO (52) SQ. METERS xxx"

All sealed bids must be submitted to the undersigned on the above stated time and date.

In the event the public auction should not take place on the said date, it shall be held on **september 5, 2023** at 10:00 o'clock in the morning without further notice.

Prospective bidders/buyers are hereby enjoined to investigate for themselves the title to the said property and encumbrance therein if any there be.

City of Imus, Cavite, Philippines, May 17, 2023

**(sgd)EmmanuELLE H. FranCisCO**  
Sheriff IV  
Branch 4-FC

APPROVED:

**(sgd)armiE a. FranCisCO**  
Clerk of Court VI

COPY FURNISHED:

**HOme DEVELOpmEnt mutuaL FunD  
(pag-iBig FunD)**

The Petron Mega Plaza Building No 358 SenGil Puyat Avenue Makati City

**attY. mELaniO a. BaDENas Jr**  
ANCHOR COLLECTION SERVICES INC.  
Brgy. #2 Malakas cor. Mapagmahal St. Brgy. Pinyahan, Quezon City

**JunE rODnEY C. DaLisa Y married to miCHELLE  
B. DaLisa Y**  
302 Almazor St Gate III Nichols Pasay City  
Lot 16 Block 11, Phase 1 ACM Woodstock Homes, Alapan Rd., Imus, Cavite

**HumanitY nEWs  
JuLY 24, 31, & august 7, 2023**

**REPUBLIC OF THE PHILIPPINES  
FOURTH JUDICIAL REGION  
REGIONAL TRIAL COURT  
IMUS CITY, CAVITE  
BRANCH 120**

E-mail address: rtc1imu120@judiciary.gov.ph  
Contact No.: 09692172848

IN RE: PETITION FOR CHANGE OF NAME IN THE CERTIFICATE OF LIVE BIRTH OF ONE VAL ALLEN MAGCANTA TO VAL ALLEN MAGCANTA LONTOK

**Val aLLEn magCanta LOnt OK,**  
Petitioner,

**spEC. prOC. nO. 1919-23**

**tHE LOCaL CiViL rEgistrar OF manila,  
FranCia magCanta and pHilippinE  
statistiCs OFFICE,**

Respondents.

X-----X

**OrDEr**

A Petition has been filed in this Court by petitioner through counsel praying that, after due notice and hearing, judgment be rendered ordering the change of surname in the Certificate of Live Birth of Val Allen Magcanta to Val Allen Magcanta Lontok.

Finding the Petition to be sufficient in form and substance, let the same be set for hearing on **December 5, 2023 at 1:30 p.m.** at the Bulwagan ng Katarungan Building, Aguinaldo Highway, Imus City, Cavite, at which date, time, and place, all persons having an interest in the petition must appear and file such comment/opposition as they may have.

Let this Order be published, at the expense of petitioner, once a week for three (3) consecutive weeks in a newspaper of general circulation published in the Province of Cavite, the last publication of which should be at least four (4) months before the scheduled date of hearing. Accordingly, let a copy of this Order be furnished to the Office of the Clerk of Court- Regional Trial Court (RTC), Imus City, Cavite for the inclusion of the petition in the raffle of judicial and legal notices for publication.

The Branch Sheriff is DIRECTED to furnish a copy of this Order to the Office of the Solicitor General (OSG), the Office of the City Prosecutor (OCP) of Imus City, Cavite, the Philippine Statistics Authority, the National Statistician/ Civil Registrar General, and the Civil Registrar of the City of Manila and to post the same on the main entrance of Imus City-RTC Hall of Justice, Cavite Provincial Capitol building, Imus City Hall building, and barangay hall where the petitioner resides at least four (4) months prior to the hearing. The OSG and/or OCP of Imus City, Cavite are DIRECTED to submit a comment/opposition, if there is any, before the scheduled date of hearing.

The Petitioner shall, at the hearing, submit proof of publication and posting of this Order.

Let a copy of this Order and the Notice of Hearing be sent to all the parties concerned.

**sO OrDErED.**

June 30, 2023, Imus City, Cavite.

**(sgd)EmmanuEL s. OCsing**  
Presiding Judge

Copy Furnished:

Val Affen Magcanta Lontok - Block 6 Lot 10, Dexterville Legacy Main, Imus City, Cavite  
Francia Magcanta - Block 6 Lot 10, Dexterville Legacy Main, Imus City, Cavite  
Michael Castañeda Lontok - Block 6 Lot 10, Dexterville Legacy Main, Imus City, Cavite  
Atty. Paolo Miguel G. Riguerra - DOJ, PAO, Imus City District Office, Old Imus City Hall, Maestro G. Tiron St., Brgy. Poblacion IV-B, Imus City, Cavite  
Office of the Local Civil Registrar - Ground Floor, City Hall, Manila  
Philippine Statistics Authority - PSA Complex, East Avenue, Diliman, Quezon City  
Office of the National Statistician and Civil Registrar General - 12th Floor, Eton Centris Cyberpod Five, EDSA corner Quezon Avenue, Diliman, Quezon City 1101  
Office of the Solicitor General - 134 Amorsolo St., Legaspi Village, Makati City  
Office of the City Prosecutor - Imus City, Cavite  
Office of the Clerk of Court - Regional Trial Court, Imus City, Cavite

**HumanitY nEWs  
JuLY 24, 31, & august 7, 2023**

**REPUBLIC OF THE PHILIPPINES  
REGIONAL TRIAL COURT  
FOURTH JUDICIAL REGION  
OFFICE OF THE CLERK OF COURT  
CITY OF IMUSCAVITE**

**HOme DEVELOpmEnt mutuaL FunD  
(pag-iBig FunD)**

Mortgagee,

-versus- **EXTRA-JUDICIAL FORECLOSURE  
OF REAL ESTATE MORTGAGE UNDER  
ACT 3135 AS AMENDED BY ACT 4118**

**miCHELLE g. DE LEOn married to angELO r.  
DE LEOn,**  
Mortgagors.

**FC Case no. 18049-23**

x-----  
**nOtICE OF EXtra-JuDiCial saLE**

Upon extra-judicial petition for sale under Act 3135 as amended by Act 4118 filed by **HOme DEVELOpmEnt mutuaL FunD (otherwise known as pag-iBig FunD)** mortgagee, with principal office at The Petron Mega Plaza Building, No. 358 Sen. Gil Puyat Avenue, Makati City against **miCHELLE g. DE LEOn married to angELO r. DE LEOn,** mortgagors, with residence and postal address 1992 Tramo Pasay City and/or Lot 41 Blk. 1 The Legian Imus Two-C Subdivision, Calsadang Bago Imus, Cavite to satisfy the mortgage indebtedness which as of April 17, 2023 amounts to **ninE HunDrED tHirtY tWO tHousanD siX HunDrED tWENTY FOuR pEsOs and 88/100 (p932,624.88)** Philippine Currency, including interest and penalty charges but excluding attorney's fees sheriff's fees and all other charges incidental to this foreclosure and sale the undersigned Sheriff IV will sell at public auction on **august 22, 2023** at 10:00 a.m. or soon thereafter at the main entrance of the Office of the Clerk of Court RTC-Imus Bulwagan Ng Katarungan Aguinaldo Highway, Imus Cavite to the highest bidder, for CASH and in Philippine Currency, the following property with all the improvements thereinto wit;

**transFER CErtifiCatE OF titLE nO.  
057-2018028112**

"X X X  
LOT NO: 41 BLOCK NO:1 PLAN NO: PCS-04-028753  
PORTION OF: LOT 1, BLK. 12, PCS-04-027047, LOT 1304-B-2, PSD-04-112598, LOTS 1297-B-1 TO 1297-B-5, PSD-04-034140 & LOT 1 BLK. 34, PCS-04-026819  
LOCATION: CALSADANG BAGO, IMUS, CAVITE, ISLAND OF LUZON

BOUNDARIES:

LINE	DIRECTION	ADJOINING LOT (S)
1-2	SW	ROAD LOT I
2-3	NW	LOT 40, BLOCK 1, PCS-04-028753
3-4	NE	LOT 1282, IMUS ESTATE
4-1	SE	LOT 42, BLOCK 1, PCS-04-028753

XXX  
**arEa: FiFtY (50) sQuarE mEtErs**

All sealed bid must be submitted to the undersigned on the above stated time and date.

In the event the public auction should not take place on the said date it shall be held on **august 29, 2023** without prior notice.

Prospective bidders/buyers are hereby enjoined to investigate for themselves the title to the said property and encumbrances thereon if any there be.

Imus Cavite, Philippines, May 24 2023.

**(sgd) israEL s. mEDina**  
Sheriff IV

APPROVED:

**(sgd) armiE a. FranCisCO**  
Clerk of Court VI

Copy Furnished:

**Home Development mutual Fund (otherwise known as pag-ibig Fund)**  
The Petron Mega Plaza Building, No. 358 SenGil Puyat Avenue, Makati City

**miCHELLE g. DE LEOn married to angELO r.  
DE LEOn,**  
1992 Tramo, Pasay City and/or Lot 41 Blk. 1 The Legian Imus Two-C Subdivision, Calsadang Bago, Imus, Cavite

**attY. CaEsar s. EurOpa**  
Attorney-In-fact  
3F Fass Inteli College Bldg No. 11, Pittsburgh St., Brgy. Silangan, Cubao, Quezon City

**HumanitY nEWs  
JuLY 24, 31, & august 7, 2023**



REPUBLIC OF THE PHILIPPINES  
FOURTH JUDICIAL REGION  
**rEgiOnaL triaL Court**  
BRANCH 123  
CITY OF IMUS, CAVITE  
*rtc 1 imu 123@judiciary.gov.ph*

**EXtraOrdinar Y**  
**DEVELOpmEnt CorpOratiOn**  
*Plaintiff.*

**CiViL CasE nO:** 6604-17  
**FOR:** Reconveyance

-versus-

**sps. CEsar and maria insuY a and**  
**rEgistrar OF DEEDs OF trECE**  
**martirEs CitY**  
*Defendants.*

x-----x

**summOns**  
**(By publication)**

To: **spOusEs CEsar insuY a and maria insuY a**  
73 Cleofer St, StaQuiteria, Baesa, Quezon City

**grEEtings:**

An Amended Petition was filed in this Court  
which avers that:

Petitioner, **EXtraOrdinar Y DEVELOpmEnt**  
**CorpOratiOn**, through counsel, and unto the Honorable  
Court, most respectfully states that:

**nature OF tHE pEtitiOn**

1. This is a *Petition* for: a) annulment of *Deed of Absolute Sale*; b) cancellation of the *Contract to Sell* dated 17 January 2006; and c) reconveyance of the parcel of land located at Block 32 Lot 37, Grand Parkplace Vill., Imus, Cavite to Petitioner herein.

**partiEs**

2. Petitioner, **EXtraOrdinar Y DEVELOpmEnt CorpOratiOn** is a domestic corporation duly organized and existing by virtue of Philippine Laws with office address at 39/F Joy-Nostalg Center, ADB AveNo17, Pasig CityFor purposes of the instant case it is represented by the following: i) GERALDIN M. ANOG; ii) CARMELA CONCEPCION and iii) ELSIE PENAFIEL pursuant to the *Secretary's Certificate* attached hereto as **annex "a"** and made integral part of this *Petition*. It may be served with orders, summons, and other court processes through the undersigned counsel with office address at 3103- A West Tower Phil. Stock Exchange Centre, Exchange Road, Ortigas Center, Pasig City.

3. Respondent **sps. CEsar and maria insuY a** ("Spouses Insuya") are Filipinos, both of legal age, and with residential address at 73 Cleofer St., Sta. Quiteria, Baesa, Quezon City, where they may be served with orders, summons, and other court processes.

4. Public Respondent **rEgistrar OF DEEDs OF trECE martirEs** is herein being impleaded in his official capacity, being that the Transfer Certificate of Title sought to be cancelled is registered before the Public Respondent's office. Public Respondent may be served with orders, summons, and other court processes at Capitol Bldg., Trece Martires City, Cavite, and through his statutory counsel, the **OFFICE OF tHE sOLiCit Or gEnErAL**, with office address at 134 Amorsolo St., Legaspi Village, Makati City.

**statEmEnt OF FaCts**

5. Petitioner herein is the owner of a parcel of land located at Block 32, Lot 37, Grand Parkplace Village, Imus, Cavite ("Subject Property"), and covered by Transfer Certificate of Title No. T-903427.

6. On 17 January 2006, Petitioner and Respondent Spouses Insuya executed a *Contract to Sell*<sup>1</sup> whereby the latter agreed to purchase the Subject Property for a purchase price of Two Million One Hundred Thirty Five Thousand Pesos (P2,135,000.00), to be paid in installments.

6.1. Thereafter, Respondent Spouses Insuya paid the down payment in the amount of Four Hundred Twenty Seven Thousand Pesos (P427,000.00).

6.2. As for the remaining balance of the purchase price, Petitioner and Respondent Spouses Insuya agreed that the latter would settle the same through bank financing by the Philippine National Bank ("PNB").

7. On 2 January 2008, PNB issued a *Letter Guaranty*

<sup>2</sup> addressed to Petitioner herein, informing the latter that it has approved the housing loan application of Respondent Spouses Insuya in the amount of One Million Six Hundred Thousand Pesos (P1,600,000.00).

7.1. However, as a condition for the release of the proceeds of the loan to the Petitioner, PNB required the petitioner to submit the following documents: i) owner's duplicate copy of the Transfer Certificate of Title in the name of the Respondent Spouses Insuya; ii) certified true copy of the Tax Declaration in the name of the Respondent Spouses Insuya; iii) latest real estate tax receipts; iv) tax clearance or certificate of tax non- delinquency; v) duly notarized Deed of Absolute Sale between Petitioner and Respondent Spouses Insuya; and vi) updated statement of account of Respondent Spouses Insuya.

7.2. Notably, the 2 January 2008 *Letter of Guaranty* also stated that it will only be valid for thirty (30) days from Petitioner's receipt thereof.

7.3. As a sign of their conformity to the terms of the *Letter of Guaranty*, Petitioner and Respondent Spouses Insuya signed the same.

8. Solely pursuant to PNB's condition in the 2 January 2008 *Letter of Guaranty*, and in order to secure the release of the proceeds of the loan from PNB, Petitioner herein executed a *Deed of Absolute Sale*<sup>3</sup> over the Subject Property in favor of Respondent Spouses Insuya on 24 April 2009.

9. Thereafter, and by virtue of the said *Deed*, executed solely for reasons stated in number 8 above, Petitioner caused the cancellation of Transfer Certificate of Title No. T-903427, and the issuance of a new title in the name of Respondent Spouses Insuya.

10. On 10 September 2009, a new title covering the Subject Property was issued in the name of Respondent Spouses Insuya.<sup>4</sup>

11. However, by the time the said new title was issued, PNB's 2 January 2008 *Letter of Guaranty* had already expired. This prompted Petitioner to send a letter dated 2 May 2014<sup>5</sup> to PNB, requesting for an extension or renewal of the *Letter of Guaranty*.

12. As a condition for the said extension or renewal, PNB required Petitioner herein to submit the updated income documents of Respondent Spouses Insuya (i.e. job contract, special power of attorney, latest pay slips, etc.).

13. Pursuant thereto, Petitioner immediately sent a Notice of Compliance dated 11 August 2014<sup>6</sup> to Respondent Spouses Insuya, requesting that they coordinate with PNB to secure the renewal of the *Letter of Guaranty* to avoid the cancellation of the *Contract to Sell* dated 17 January 2006. However, Respondent Spouses Insuya failed to comply therewith.

14. Having failed to submit the income documents, the *Letter of Guaranty* was neither renewed nor extended by PNB, and Respondent Spouses Insuya's obligation remained unpaid, notwithstanding the execution of the *Deed of Absolute Sale* dated 24 April 2009 solely for the reasons stated in number 8 above.

15. Due to Respondents Spouses Insuya's failure to pay the balance on the purchase price of the Subject Property, notwithstanding the execution of the *Deed of Absolute Sale* dated 24 April 2009 solely for the reasons stated in number 8 above, Petitioner herein, through its officer Ms. Nancy Vasquez ("Ms. Vasquez"), sent *Notices of Cancellation* dated 10 September<sup>7</sup> and 2 October 2014<sup>8</sup>, respectively, to Respondent Spouses Insuya in compliance with Section 16.1 of the Contract to Sell dated 17 January 2006<sup>9</sup>, and Section 4 of Republic Act No. 6552 10 ("RA 6552") otherwise known as the Maceda Law.

15.1. In the said *Notices*, Petitioner informed the Respondent Spouses Insuya that the former is giving them until 17 October 2014 within which to submit the documents required by the PNB for the renewal of the *Letter of Guaranty* Otherwise, their reservation of the Subject Property shall be automatically cancelled without the necessity for any further notice.

15.2. Notably, the said *Notices* were sent to the address supplied by Respondent Spouses Insuya themselves when they executed the *Contract to Sell* dated 17 January 2006 with Petitioner.

15.3. However, no response from Respondent Spouses Insuya was ever received by the Petitioner herein.

16. Still hoping that Respondent Spouses Insuya would be able to settle their obligation, sometime in 2015, Petitioner, through Ms. Vasquez, visited the Respondent Spouses Insuya at their residence at 73 Cleofer Street, Sta. Quiteria Caloocan

City. However, Ms. Vasquez was informed by Respondent Spouses Insuya's son, Christian Insuya ("Christian"), that his parents were working abroad at the time.

17. Due to the said situation, MsVasquez discussed the possibility of having Petitioner herein transfer the rights of Respondent Spouses Insuya in the *Contract to Sell* dated 17 January 2006 to ChristianThe latter agreed and promised to submit the documents necessary to effect the said transfer.

18. In June 2015, MsVasquez paid another visit to Respondent Spouses Insuya's house in order to follow up with Christian. However, Ms.Vasquez was greeted by Cleo Insuya ("Cleo")who claimed to be the daughter of Respondent Spouses Insuya, and who asked for additional time for Christian to submit the required documents. Wanting to maintain good relations with Respondent Spouses Insuya and their children, and to give them yet another chance to comply with their obligation under the *Contract to Sell* dated 17 January 2006, MsVasquez obliged.

19. However, even after giving Christian the extension he requested for, he still failed to comply.

20. In July 2015, Petitioner was informed by Cleo that Respondent Cesar Insuya would make a brief return to the country. Verily, Ms. Vasquez met with Respondent Cesar Insuya and handed him the copies of the documents that would validly effect the transfer of rights to the 17 January 2006 *Contract to Sell* to Christian. However, to date, the said documents have not been signed nor returned to Petitioner herein.

21. In January 2017 Ms. Vasquez made several follow-ups with Cleo, but to no avail.<sup>11</sup>

22. To date, Respondent Spouses Insuya have not made any form of payment, or any form of response to Petitioner's demands and notices.

23. Hence, this petition.

**CausE OF aCtiOn**

**a. tHE DEED OF ABSOLUTE SALE DatED 24 april 2009 is VOiD, and sHOuLD BE annuLLED**

24. Article 1318 of the New Civil Code lays down the essential elements of a contract, as follows-

Art. 1318. There is no contract unless the following requisites concur:

- (1) Consent of the contracting parties;
- (2) Object certain which is the subject matter of the contract;
- (3) Cause of the obligation which is established.

25. In *Clemente vsCourt of Appeals*,<sup>12</sup> the Supreme Court explained that the absence of any of the essential elements renders the contract void, to wit-

All these elements must be present to constitute a valid contract; the absence of one renders the contract void XXX

26. In this case, the *Deed of Absolute Sale* dated 24 April 2009 lacks two (2) essential elements, which undeniably renders the said *Deed* void as will be discussed below.

**i. the Deed of absolute sale dated 24 april 2009 lacks the essential element of consent**

27. Articles 1330 and 1339 of the New Civil Code provides that a contract is voidable when it is entered into by a party whose consent is vitiated by mistake, to wit-

Art. 1330. A contract where consent is given through mistake, violence, intimidation, undue influence or fraud is voidable.

Art. 1339. The following contracts are voidable or annullable, even though there may have been no damage to the contracting parties:

- (1) Those where one of the parties is incapable of giving consent to a contract;
- (2) Those where the consent is vitiated by mistake, violence, intimidation, undue influence or fraud.

28. Relatedly, Article 1331 of the New Civil Code provides for the definition of mistake that will render a contract voidable, viz-

Art. 1331. In order that mistake may invalidate consent, it should refer to the substance of the thing which is the object of the contract, or to those conditions which have principally moved one or both parties to enter into the contract.



Mistake as to the identity or qualifications of one of the parties will vitiate consent only when such identity or qualifications have been the principal cause of the contract.

A simple mistake of account shall give rise to its correction.

29. Further, Black's Law Dictionary<sup>13</sup> provides for the definition of mistake, thus-

**mistake.** Some unintentional act, omission, or error arising from ignorance, surprise, imposition, or misplaced confidence. A mistake exists when a person, under some erroneous conviction of law or fact, fors, or omits to do some act which, but for the erroneous conviction, he would not have done or omitted. It may arise either from unconsciousness, ignorance, forgetfulness, imposition, or misplaced confidence.

30. In this case, it has been established that Petitioner herein executed the *Deed of Absolute Sale* dated 24 April 2009, in all good faith, solely on the basis of its belief that the proceeds of Respondent Spouses Insuya's housing loan will be transmitted to it upon its compliance with PNB's requirement that the title be transferred to Respondent Spouses Insuya.

31. However, as previously discussed, by the time the new title was issued in the name of Respondent Insuya, PNB's 2 January 2008 Letter of Guaranty had already expired.

32. Despite exerting earnest efforts to have Respondent Spouses Insuya secure the renewal or extension thereof through the submission of their updated income documents Respondent Spouses Insuya failed to comply. Thus, the *Letter of Guaranty* was neither renewed nor extended, and Respondent Spouses Insuya's outstanding obligation to Petitioner herein remained unsettled.

33. From the foregoing it is clear that the impending release of the proceeds of the housing loan is the principal condition that impelled Petitioner herein to execute the *Deed of Absolute Sale* dated 24 April 2009.

34. However, Petitioner herein was mistaken, in that despite its execution of the said *Deed*, the proceeds of the housing loan were not released to it.

35. Had it known that such would be the case, then it would not have executed the same.

36. This, it is respectfully submitted constitutes a clear case of a mistake that invalidates consent, as the same refers to the condition that principally moved Petitioner herein to enter into the contract.

37. Thus, the annulment of the *Deed of Absolute Sale* dated 24 April 2009 is warranted.

#### ii. the Deed of absolute sale dated 24 april 2009 lacks the essential element of cause

38. Aside from the foregoing, the *Deed of Absolute Sale* dated 24 April 2009 also lacks the essential element of cause or consideration.

39. In *Heirs of Intac vs. Mendoza-Intac*<sup>14</sup> the Supreme Court explained that where the deed of sale states that the purchase price has been paid but in fact has never been paid, the deed of sale is null and void ab initio for lack of consideration, to wit-

There can be no doubt that the contract of sale or *Kasulatan* lacked the essential element of consideration. It is a well-entrenched rule that where the deed of sale stated that the purchase price has been paid but in fact has never been paid, the deed of sale is null and void ab initio for lack of consideration. Moreover, Art. 1471 of the Civil Code, which proved that "if the price is simulated, the sale is void," also applies to the instant case, since the price purportedly paid as indicated in the contract of sale was simulated for no payment was actually made.

40. In this case, the *Deed of Absolute Sale* dated 24 April 2009 categorically stated that the purchase price has already been paid in full by Respondent Spouses Insuya herein, to wit-

That, for and in consideration of the sum of **OnE miLLiOn ninE HunDrED siX tHOusanD tWO HunDrED FiFtY pEsOs OnLY (1,906,250)** Philippine Currency, receipt of which is hereby acknowledged from the **BuYER** to the entire satisfaction of the **sELLER** xxx

41. However, as previously discussed, that is clearly not true as Respondent Spouses Insuya was only able to pay for Four Hundred Twenty Seven Thousand Pesos (P427,000.00) as down payment, and not for the full purchase price of Two Million One Hundred Thirty Five Thousand Pesos (P2,135,000.00).

42. In fact this is precisely the reason why Petitioner herein exerted earnest efforts to secure the renewal or extension of PNB's *Letter of Guaranty* - for the proceeds of Respondent Spouses Insuya's housing loan to be released, so that the same can be applied as payment for their purchase of the Subject Property.

43. Verily, it is clear that the *Deed of Absolute Sale* dated 24 April 2009 is void for lack of consideration.

44. In *Heirs of Intac vs. Mendoza-Intac*,<sup>15</sup> the Supreme Court emphasized the fundamental rule that consideration and consent are essential elements in a contract of sale, and the lack thereof renders the contract null and void ab initio, viz-

Consideration and consent are essential elements in a contract of sale. Where a party's consent to a contract of sale is vitiated or where there is lack of consideration due to a simulated price, the contract is null and void ab initio.

45. In this case, it has been established that Petitioner's consent is vitiated by mistake, and that the *Deed of Sale* dated 24 April 2009 lacks consideration. Verily, the said *Deed* is void and should be annulled.

**B. tHE COntRaCt t O sELL DatED 17 Januar Y 2006 sHOuLD BE CanCElLED DuE t O rEspOnDent spOusEs insuY a's FaiLurE t O pa Y FO r tHEir OBLigatiOn**

46. Aside from the foregoing, it is respectfully submitted that the *Contract to Sell* dated 17 January 2006 should be cancelled.

47. Section 16.1 of the said Contract states that the seller may resort to cancellation in the event that there is refusal or failure on the part of the buyer to pay the installments due, to wit-

16.1. The **BuYER** recognizes and affirms the right of the **sELLER** to automatically and extrajudicially cancel the Contract to Sell after thirty (30) calendar days from receipt by the **BuYER** of a Notice of Cancellation and forfeit as liquidated damages all payments made in accordance with Republic Act No. 6552, including any improvements on the **prOpErty**, in **anY** of the following events: -

16.1.1. Failure/Refusal of the **BuYER** to pay the unpaid installments due as required and scheduled in this Contract to Sell and within the period provided under Republic Act No. 6552;

XXX

48. In this case, it has been repeatedly established that Respondent Spouses Insuya failed to pay for the outstanding balance of the purchase price for the Subject Property in clear violation of the *Contract to Sell* dated 17 January 2006, since the proceeds of their housing loan were never transmitted to Petitioner herein.

49. Verily, due to the said failure to pay by Respondent Spouses Insuya, the cancellation of the 17 January 2006 is warranted.

#### iii. petitioner sent two (2) notices of Cancellation to respondent spouses insuya

50. Notably, Section 16.1 of the *Contract to Sell* dated 17 January 2006 quoted above requires that a Notice of Cancellation be sent first to the buyer, Respondent Spouses Insuya, and that they be given a thirty (30) day grace period from receipt thereof before the said *Contract* is cancelled.

51. In this case, it must be underscored that two (2) *Notices of Cancellation* were sent by Petitioner, through its officer Ms. Vasquez, to Respondent Spouses Insuya on 10 September and 2 October 2014. Notably, the said *Notices* were sent to the address supplied by Respondent Spouses Insuya themselves when they executed the *Contract to Sell* dated 17 January 2006 with Petitioner. Since then, almost five (5) years have lapsed, which is significantly more than the thirty (30) day grace period required under the *Contract to Sell* dated 17 January 2006.

52. Verily it is respectfully submitted that Petitioner herein has complied with the said requirement.

#### iv. respondent spouses insuya are not entitled to cash surrender value

53. Aside from the Notices of Cancellation, Section 16.2 of the *Contract to Sell* dated 17 January 2006 provides that in the event of cancellation the **BuYER** if qualified, may collect cash surrender value under the provisions of RA 6552.

54. Under Section 3(b) of RA 6552, if a contract is

cancelled but the buyer has paid at least two years of installments, the seller is required to refund the cash surrender value of the payments on the property equivalent to fifty percent of the total payments made viz-

**section 3.** In all transactions or contracts involving the sale or financing of real estate on installment payments including residential condominium apartments but excluding industrial lots, commercial buildings and sales to tenants under Republic Act Numbered Thirty-eight hundred forty-four, as amended by Republic Act Numbered Sixty-three hundred eighty-nine, where the buyer has paid at least two years of installments, the buyer is entitled to the following rights in case he defaults in the payments of succeeding installments:

XXX

(b) If the contract is canceled the seller shall refund to the buyer the cash surrender value of the payments on the property equivalent to fifty percent of the total payments made and, after five years of installments, an additional five percent every year but not to exceed ninety percent of the total payments made: Provided, That the actual cancellation of the contract shall take place after thirty days from receipt by the buyer of the notice of cancellation or demand for rescission of the contract by a notarial act and upon full payment of the cash surrender value to the buyer.

Down payments, deposits or options on the contract shall be included in the computation of the total number of installment payments made.

55. In *Orbe vs. Filinvest Land Inc.*,<sup>16</sup> the Supreme Court, in clarifying how Section 3 of RA 6552's injunction that "down payments, deposits or options on the contract shall be included in the computation of the total number of installment payments made" should operate, explained that the down payments should be included in the total amount paid, and that the same should be divided using the amount of the monthly amortization as the divisor, to wit-

Reckoning payment of "at least two years of installments" on the basis of the regular, fractional payments due from the buyer was demonstrated in *Marina Properties Corp v. Court of Appeals*. There, the monthly amortization of P67,024.22 was considered in determining the validity of the cancellation of the contract by the seller:

We likewise uphold the finding that MARINA's cancellation of the Contract to Buy and To Sell was clearly illegal. Prior to MARINA's unilateral act of rescission, H.L. CARLOS had already paid P1,810,330.70, or more than 50% of the contract price of P3,614,000.00. Moreover the sum H.L. CARLOS had disbursed amounted to more than the total of 24 installments, i.e., two years' worth of installments computed at a monthly installment rate of P67,024.22, inclusive of the downpayment.

In *Jestra Development and Management Corporation v. Pacifico*, where down payment was itself payable in portions, this Court reckoned the monthly installment payment for the down payment amounting to P121,666.66, rather than the monthly amortization. This Court justified this by referencing Section 3's injunction that "down payments, deposits or options on the contract shall be included in the computation of the total number of installment payments made":

The total purchase price of the property is P2,500.00. As provided in the Reservation Application, the 30% down payment on the purchase price or P750,000 was to be paid in six monthly installments of P121,666.66. Under the Contract to Sell, the 70% balance of P1,750,000.00 on the purchase price was to be paid in 10 years through monthly installments of P34,983, which was later increased to P39,468 in accordance with the agreement to restructure the same.

While under the above-quoted Section 3 of R.A.No. 6552, the down payment is included in computing the total number of installment payments made, the proper divisor is neither P34,983 nor P39,468, but P121,666.66, the monthly installment on the down payment.

The P750,000 down payment was to be paid in six monthly installments. If the down payment of P750,000 is to be deducted from the total payment of P846,600, the remainder is only P96,600. Since respondent was able to pay the down payment in full eleven (11) months after the last monthly installment was due, and the sum of P76,600 representing penalty for delay of payment is deducted from the remaining P96,600, only a balance of P20,000 remains.

As respondent failed to pay at least two years of installments, he is not, under above-quoted Section 3 of R.A. No. 6552, entitled to a refund of the cash surrender value of his payments.

Jestra was wrong to use the installment payments



on the down payment as divisor. It is an error to reckon the payment of two (2) years' worth of installments on the apportionment of the down payment because, even in cases where the down payment is broken down into smaller, more affordable portions, payments for it still do not embody the ratable apportionment of the contract price throughout the *entire* duration of the contract term. Rather than the partial payments for the down payment, it is the partition of the contract price into monthly amortizations that manifests the ratable apportionment across a complete contract term that is the essence of sales on installment. The correct standard is that which was used in *Marina, not in Jestra*.

*Marina* also correctly demonstrated how Section 3's injunction that "down payments, deposits or options on the contract shall be included in the computation of the total number of installment payments made" should operate. In *Marina* the total amount of P1,810,330.70 paid by the buyer was inclusive of payments for down payment worth P1,034,200.00 and cash deposit worth P50,000.00. In concluding that the buyer in *Marina* had paid more than two (2) years' or 24 months' worth of installments, what this Court considered was the total amount of P1,810,330.70 and not merely the payments on amortizations.

Following *Marina*, this Court reckons petitioner's satisfaction of the requisite two (2) years' or 24 months' worth of installments using as divisor the monthly amortizations due from petitioner. However, this Court notes that the monthly amortizations due from petitioner were stipulated to escalate on a yearly basis. In keeping with the need to construe the Maceda Law in a manner favorable to the buyer, this Court uses as basis the monthly amortizations set for the first year, *i.e.*, P27,936.84. With this as the divisor, it shall appear that petitioner has only paid 21.786 months' worth of installments. This falls short of the requisite two (2) years' or 24 months' worth of installments.

56. In this case, Respondent Spouses Insuya were only able to pay the down payment for the Subject Property in the amount of Four Hundred Twenty Seven Thousand Pesos (P427,000.00), and completely defaulted on the monthly installments. In fact, this is precisely the reason why Petitioner herein seeks the cancellation of the *Contract to Sell* dated 17 January 2006.

57. Applying the Supreme Court's ruling in the discussed *Orbe* case, in order to determine whether Respondent Spouses Insuya are entitled to a refund of the cash surrender value of the payments on the Subject Property under Section 3 (b) of RA 6552, the total amount paid in the amount of Four Hundred Twenty Seven Thousand Pesos (427,000.00) should be divided by the amount of the monthly amortization under the *Contract to Sell* dated 17 January 2006, which is Thirty Five Thousand Eight Hundred Ninety Eight Pesos and Seventy Four Centavos (35,898.71), viz-

2. **Final Balance Payment**. The BUYER agrees that the FINAL BALANCE PAYMENT of the FINAL CONTRACT PRICE shall be in the amount of Pesos **One million Seven Hundred Eight Thousand Only (php 1,708,000.00)**. Philippine Currency. The FINAL BALANCE PAYMENT shall be subject to the following terms:

2.1. A FIXED interest rate of EIGHTEEN percent (18%) per annum and shall be paid through post dated checks submitted upon Official Reservation in **sixty (60)** consecutive and equal MONTHLY BALANCE PAYMENTS in the amount of Pesos **thirty Five Thousand Eight Hundred Ninety Eight and 74/100 (Php 35,898.74)**, Philippine Currency and shall be paid on every **fourteen (14)** day of the month beginning **August 14, 2006** and ending on **July 14, 2011**.

58. With the abovementioned amount as the divisor, however it is clear that Respondent Spouses Insuya only paid Eleven and Eighty Nine Hundredths (11.89) months' worth of installments, which falls short of the requisite Twenty Four (24) monthsworth of installments.

59. Clearly, Respondent Spouses Insuya are not entitled to cash surrender value under RA 6552.

60. From the foregoing, it is undeniable that Petitioner herein has complied with the requirements for the cancellation of the *Contract to Sell* dated 17 January 2006.

61. Verily, Petitioner respectfully prays that the Honorable Court declare the said 17 January 2006 *Contract* as cancelled.

**C. RECONVEYANCE is proper under**

#### **THE Circumstances**

62. Having established that the *Deed of Absolute Sale* dated 24 April 2009 should be annulled, and that the *Contract to Sell* dated 17 January 2006 should be cancelled, then it is respectfully submitted that it is a necessary and unavoidable consequence thereof that the Subject Property be reconveyed to Petitioner herein.

63. In *Paceta vs. Asotigue*,<sup>17</sup> the Supreme Court explained that an action for reconveyance is a remedy available to a person whose property has been wrongfully registered in another's name, to wit-

An action for reconveyance is an action in personam available to a person whose property has been wrongfully registered under the Torrens system in another's name. Although the decree is recognized as incontrovertible and no longer open to review, the registered owner is not necessarily held free from liens. As a remedy, an action for reconveyance is filed as an ordinary action in the ordinary courts of justice and not with the land registration court. Reconveyance is always available as long as the property has not passed to an innocent third person for value. In a number of cases, the Court has ordered reconveyance of property to the true owner or to the one with a better right, where the property had been erroneously or fraudulently titled in another person's name.

64. Moreover, in *Heirs of Concha vs. Sps Lumocso* \*, the Supreme Court explained further that the fact that the aggrieved party has a legal claim on the property superior to that of the registered owner is enough grounds for an action for reconveyance, viz-

There is no special grounds for an action for reconveyance. It is enough that the aggrieved party has a legal claim on the property superior to that of the registered owner.

65. In this case, due to the annulment of the *Deed of Absolute Sale* dated 24 April 2009, and the cancellation of the *Contract to Sell* dated 17 January 2006, Respondent Spouses Insuya no longer have any claim to the Subject Property.

66. In fact, it cannot be gainsaid that Petitioner is the true owner of the Subject Property considering that the title over the same was only erroneously registered in the name of Respondent Spouses Insuya by virtue of the void *Deed of Absolute Sale* dated 24 April 2009.

67. Verily, the reconveyance of the Subject Property to Petitioner herein is proper.

68. Relatedly, it bears emphasis that the Subject Property has not been passed on to an innocent third person for value thereby making reconveyance as an available and viable remedy in this case.

69. From the foregoing it is respectfully submitted that the Subject Property should be reconveyed to Petitioner herein, and accordingly, Transfer Certificate of Title No. 1296967 covering the Subject Property and registered in the name of Respondent Spouses Insuya should be cancelled, and Transfer Certificate of Title No. T-600156 in the name of Petitioner should be reinstated.

#### **D. Jurisdiction of the Regional Trial Court**

70. On a final note, the applicable law to determine which court has jurisdiction in the instant case is Section 19 (2) of B.P.129, as amended by R.A. No.7691, which states, as follows-

Section 19. Jurisdiction in Civil Cases- Regional Trial Court shall exercise exclusive original jurisdiction:

X x x

(2) In all civil actions which involve the title to, or possession of, real property, or any interest therein, where the **assessed value** of the property involved exceeds Twenty thousand pesos (P20,000.00) of for civil actions in Metro Manila, where such value exceeds Fifty thousand pesos (P50,000.00) except actions for forcible entry into and unlawful detainer of lands or buildings, original jurisdiction over which is conferred upon the Metropolitan Trial Courts, Municipal Trial Courts, and Municipal Circuit Trial Courts; [Emphasis ours.]

71. To determine the assessed value, the fair market value is multiplied by the assessment level, which in this is 20%, as the Subject Property is a residential land.

72. In the latest Tax Declaration of the Subject Property, its market value is P317,000.00 as such, its assessed value is P63,400.00.

73. Thus, and in accordance with the above-quoted provision, jurisdiction over this case lies with the Regional Trial Court

**pra Yer**

WHEREFORE, premises considered, it is respectfully prayed that the Honorable Court issue an *Order-*

A. **ANNULING** the *Deed of Absolute Sale* dated 24 April 2019;

B. **CANCELLING** the *Contract to Sell* dated 17 January 2016;

C. **DIRECTING** the Registry of Deeds for the Province of Cavite to cancel Transfer Certificate of Title No. 1296967; and

D. **DIRECTING** the Registry of Deeds for the Province of Cavite to reinstate Transfer Certificate of Title No. T-600156 covering the parcel of land located at Block 32, Lot 37, Grand Parkplace Vill., Imus-Cavite in the name of Petitioner.

Other forms of relief, just and equitable under the circumstances, are likewise prayed for.

Pasig City for Imus, Cavite, 23 August 2019

**YORAC sarmiEnt O arrOYO CHua\***  
**CORonEL & rEYEs Law Firm**

Unit 3103-A West Tower  
Philippine Stock Exchange Centre  
Exchange Road Ortigas Center Pasig  
Tel. No. (632)633-5981 Fax No. (632)633-2820  
Email: aacclaw1@aacclaw.com  
By:

**mariano sarmiEnt O ii**  
Roll No. 27341  
IBP No. 063762/Q.C./01-07-19  
PTR No. 5174444/Pasig City/01-05-19  
MCLE No. VI-0020583/03-18-19

**FELiCitas aQuinO-arrOYO**  
Roll No. 32182  
IBP No. 063763/Makati City/01-07-19  
PTR No. 5174445/Pasig City/01-05-19  
MCLE No. VI-0020468/03-18-19

**sanDra mariE OLasCO-CORONEL**  
Roll No. 40316  
IBP No. 063764/RSM/01-07-19  
PTR No. 5174446/Pasig City/01-05-19  
MCLE No. VI-0027363/06-18-19

(Sgd)  
**grACE VEroniCa C. rEYEs**  
Roll No. 52698  
IBP No. 063765/RSM/01-07-19  
PTR No. 5174447/Pasig City/01-05-19  
MCLE No. VI-0025133/04-15-19

(Sgd)  
**ana aLEXandra C. CastrO**  
Roll No. 71102  
IBP No. 063769/Quezon City/01-07-19  
PTR No. 5174451/Pasig City/01-05-19  
MCLE No. VI-0024463/04-10-19

\*Haydee BYorac (1941-2005).  
\*William TChua (1955-2004).

REPUBLIC OF THE PHILIPPINES)  
PASIG CITY )S.S

#### **VERIFICATION AND CERTIFICATION OF NON-FORUM SHOPPING**

I, **geraldin m. anog**, of legal age, Filipino, and with office address at 41/F Joy-Nostalga, ADB Avenue No.17, Pasig City, under oath hereby depose and state that:

1. **EXtraOrdinarY DEVELOpmEnt CorpOratiOn** (hereinafter referred to as the "Corporation") is a domestic corporation duly organized and existing under Philippine Laws with office address at 41/F Joy-Nostalga Center, ADB Avenue No.17, Pasig City;

2. Pursuant to the *Secretary's Certificate* attached hereto as "**Verification-1**" and made an integral part hereof, I have been appointed as one of the duly authorized representatives of the Corporation, with authority to file the instant *Petition*;



3. I have read and understood the contents of the *Petition* and the facts alleged therein are true and correct of my own knowledge and/or based on authentic records;

4. I further certify that no other action has been commenced with any other court or tribunal involving the same issues arising in the instant case, and to the best of my knowledge, no such action is pending;

5. Should it come to my knowledge that a similar action or proceeding has been filed or pending before the Supreme Court, the Court of Appeals or different Divisions thereof, or any other court, tribunal or agency, I hereby undertake to notify the court or tribunal taking cognizance of the above-captioned case of such fact within five (5) days from receipt of such knowledge;

6. This affidavit is executed to attest to the truth of the foregoing.

IN WITNESS WHEREOF, I have hereunto affixed my signature on this *Verification and Certification of Non-Forum Shopping* this 27 August 2019, at Pasig City.

(sgd) gEraLDin m. anOg  
Affiant

SUBSCRIBED AND SWORN to before me this 27 August 2019 at Pasig City affiant exhibiting to me his identification with details Unified ID #CRN-0111-4701734-0 issued at \_\_\_\_\_ on \_\_\_\_\_.

Doc. No. 28;  
Page No. 7;  
Book No. III;  
Series of 2019.

(sgd) Juan CarLOS D. mEnDOza  
Notary Public for Pasig City  
Appointment No. 39 until Dec. 31, 2019  
Roll of Attorney Number 60353  
PTR No. 5174448/Pasig City/01-05-19  
IBP No. 063766/RSM/01-07-19  
Office Address: 3103-A West Tower, PSE Centre  
Exchange Road, Ortigas Center, Pasig City 1605

rEpuBLiC OF tHE pHilippinEs)  
pasig CitY )S.S

sECrEtar Y's CErtiFiCatE

I, mariE tEs C. LEE, Filipino, of legal age, with office address at 41/F Joy-Nostalg Center, No. 17 ADB Avenue, Ortigas Center, Pasig City, after having been duly sworn to in accordance with law, hereby certify as follows:

1. I am the duly elected and qualified Corporate Secretary of **EXtraOrdinar Y DEVELOpmEnt COrpOratiOn**, a corporation duly organized and existing under the laws of the Philippines, with principal office at 41/F Joy-Nostalg Center, No. 17 ADB Avenue, Ortigas Center, Pasig City;

2. During the special meeting of the Board of Directors of the Corporation held on \_\_\_\_\_ during which a quorum was present and acting throughout, the following resolution was unanimously approved;

“WHEREAS, it is necessary for the Corporation to file a *Petition for Reconveyance* against Spouses Cesar and Maria Insuya and the Register of Deeds of Trece Martires City in relation to a parcel of land situated at Block 32, Lot 37, Grand Parkplace Village, Imus, Cavite, and covered by Transfer Certificate of Title No. 1296967;

RESOLVED AS IT IS HEREBY RESOLVED, that the Board of Directors of EXTRAORDINARY DEVELOPMENT CORPORATION (the “Corporation”) hereby appoints and designates any one of the following: i) **gEraLDin manOg**; ii) **CarmELA CONCEpCiOn**; and iii) **ELSiE pEnaFiEL**, signing singly, to represent the Corporation in filing a *Petition for Reconveyance* against Spouses Cesar and Maria Insuya and the Register of Deeds of Trece Martires City, before the Regional Trial Court of Imus, Cavite and to represent the Corporation in all stages of the aforementioned case, with full authority to sign all pleadings and any other documents may be necessary for the purpose, including the *Verification and Certificate of Non-Forum Shopping*;

RESOLVED FURTHER, that any one of the following: i) GERALDIN MANOG; ii) CARMELA CONCEPCION; and iii) ELSIE PENAFIEL is hereby authorized to appear

in behalf of the Corporation for mediation, pre-trial, trial, and any hearing related to the aforementioned case;

RESOLVED FURTHER, to engage the services of YORAC SARMIENTO ARROYO CHUA CORONEL & REYES LAW FIRM as counsel for the Corporation in litigation of the aforementioned case;

RESOLVED, FINALLY, that the YORAC SARMIENTO ARROYO CHUA CORONEL & REYES LAW FIRM, or any of its partners and associates, be authorized to represent the Corporation, its officers and representatives to sign all forms, affidavits, papers, pleadings and any other documents as may be necessary for the foregoing purpose, and appear for and on behalf of the Corporation at the mediation, pre-trial conference and all hearings of the said case, and to perform the following acts and things;

a. To enter into compromise or amicable settlement and execute or sign pertinent documents, papers or instruments under such terms as said attorney-in-fact may deem reasonable and advantageous for the Corporation;

b. To consider the necessity of amendments to the pleadings or submission of issues to arbitration;

c. To receive summons, pleadings, writs and processes arising out of or relating to or concerning said case;

d. To enter into a stipulation or admission of facts and documents;

e. To consider such matters as may aid the prompt disposition of this case;

f. And generally, to do and perform all and every act and thing which may be requisite and necessary or appropriate to fully implement the foregoing resolution with power of substitution.”

3. I hereby affirm that the foregoing resolution has not been altered, modified, nor revoked, and that the same is now in full force and effect.

4. I am executing this Certificate for whatever legal purpose it may serve

IN WITNESS WHEREOF, I have hereunto affixed my signature this 27 August 2019 at Pasig City.

(Sgd)  
mariE tEs C. LEE  
Corporate Secretary

SUBSCRIBE AND SWORN to before me this 27 August 2019 at Pasig City, affiant exhibiting to me her Tax Identification ID with No. 146-376-919.

DocNo. 27;  
Page No. 7;  
Book No. III;  
Series of 2019.

(Sgd)  
Juan CarLOS D. mEnDOza  
Notary Public for Pasig City  
Appointment No. 39 until Dec. 31, 2019  
Roll of Attorney Number 60353  
PTR No. 5174448/Pasig City/01-05-19  
IBP No. 063766/RSM/01-07-19  
Office Address: 3103-A West Tower PSE Centre  
Exchange Road, Ortigas Center, Pasig City 1605

WHEREAS, in an Order dated May 5, 2023, this Court granted plaintiff’s Compliance with Motion dated March 20, 2023 and directed publication of herein summons once a week for three consecutive weeks in a newspaper of general circulation.

NOW, THEREFORE you are hereby required to file with this Court, within sixty (60) calendar days from last date of publication of this Summons, your Answer to the Amended Complaint

SO ORDERED.

City of Imus, Cavite, May 25, 2023.

BarBra s. EDOrta-gatCHaLian  
Presiding Judge

HumanitY nEWs  
JuLY 17, 24, & 31, 2023

## Health Benefits...

### Kaalaman tungkol sa Paragis bilang halamang gamot

Ang paragis ay isang uri ng damo na karaniwang tumutubo sa mga bakanteng lote at mga gilid ng kalsada. Ang mga dahon, tulad ng karaniwang damo ay pahaba at patulis. Tumutubo naman sa tuktok nito ang mga spikelets na siyang kahali nito ng bulaklak na nagbibigay ng buto ng halaman.



**Scientific name:**  
*Eleusine indica* (Linn.) Gaertn.; *Eleusine barbata* Vidal  
**Common name:**  
Paragis, Sambali (Tagalog); Wire grass, Dog’s Tail (Ingles)

#### Ano ang mga sustansya at kemikal na maaaring makuha sa Paragis?

Ang iba’t ibang bahagi ng paragis ay maaaring makuhanan ng ilang uri ng kemikal at sustansya na maaaring may benepisyo sa kalusugan:

Ang dahon ng paragis ay may taglay na silicon monoxide, calcium oxide, at chlorine

May taglay din na protein ang pinatuyong halaman

#### Anong bahagi ng halaman ang ginagamit bilang gamot, at paano ginagamit ang mga ito?

Ang buong halaman ng paragis ay maaaring gamitin sa panggamot:

**Dahon.** Ang dahon ng paragis ay karaniwang nilalaga upang mainom at makagamot. Maaari ding dikdikin ang dahon upang ipantapal sa ilang kondisyon.

**Tangkay.** Ang malambot na tangkay ng halaman ay karaniwang hinahalo sa mga dahon kapag nilalaga o dinidikdik.

**Ugat.** Iniinom din ang pinaglagaan ng ugat ng halaman upang makagamot.

#### Ano ang mga sakit na maaaring magamot ng Paragis?

Image Source: beyonddeadlines.com

**Bulate sa sikhura.** Ang pag-inom sa pinaglagaan ng dahon at tangkay ng halaman ay mabisang pampurga sa bulate sa tiyan.

**Hirap sa pag-ih.** Makatutulong din sa kondisyon ng hirap sa pag-ih ang pag-inom ng pinaglagaan ng mga dahon.

**Altapresyon.** Mabisa din pampahupa ng pagtaas ng presyon ng dugo ang pag-inom sa pinaglagaan ng dahon at tangkay ng paragis.

**Lagnat.** Mapapababa ng pag-inom sa pinaglagaan ng ugat ang mataas na lagnat na nararanasan.

**Pilay.** Pinaniniwalaang makapanlulunas sa pilay ang pagtatapal ng dinikdik na dahon ng paragis sa apektadong bahagi ng katawan.

**Balakubak.** Ihinahalo naman ang dinikdik na dahon at tangkay sa gogo bago gamitin bilang shampoo sa anit na apektado ng balakubak.

**Dysenterya.** Ang matubig na pagtatae na may kasama pang dugo ay maaaring malunasan ng pag-inom sa pinaglagaan ng ugat ng halaman.



REPUBLIC OF THE PHILIPPINES  
FOURTH JUDICIAL REGION  
REGIONAL TRIAL COURT  
BRANCH 15, NAIC, CAVITE  
rtc1na015@judiciary.gov.ph  
rtcbranch15naiccavite@gmail.com  
09171146230

Sabang (Formerly Timalan), Naic, Cavite  
**maria Victoria D. Capiral**  
c/o Atty. Melanio A. Badenas, Jr.  
Attorney-In-Fact, GCCS & Associates Corp.  
Rm. 209 Megastate Bldg.,  
No. 737 G. Araneta Ave.  
Tatalon, Quezon City

Humanity news  
July 10, 17, & 24, 2023

**Home DEVELOpmEnt mutual Fund (pag-iBig FunD),**  
Mortgagee/Petitioner,

-versus- **FnC – 2023-256**  
For: Extra-Judicial Foreclosure of Real Estate Mortgage under Act 3135, as Amended by Act 4118

**ian BERMUDEZ FERNANDEZ, single**  
Mortgagor/Respondent.

X-----X  
**nOtICE OF EXtra-JuDiCial saLE**

Upon Extra-Judicial petition for sale under Act 3135, as amended by Act 4118 filed by **Home DEVELOpmEnt mutual Fund (pag-iBig FunD)**, mortgagee/petitioner, with principal office address at The Petron Mega Plaza Building, No. 358 Sen. Gil Puyat Avenue, Makati City against **ian BERMUDEZ FERNANDEZ, single** with postal address at 21 TUP Compound, Western Bicutan, Taguig City to satisfy the mortgage indebtedness which as of March 15, 2023 amounts to **FOur HunDrED tWentY-tWO tHOusanD sEVEn HunDrED EighTEEn pEsOs anD 47/100 (p 422,718.47)** Philippine currency, inclusive of interest, penalties and other charges, the undersigned Sheriff will sell at public auction on July 25, 2023 at 10:00 o'clock in the morning or soon thereafter at the main entrance of the Office of the Ex-Officio Sheriff at the Hall of Justice formerly Mayor Macario B. Pena Memorial Hall, Naic, Cavite, to the highest bidder, for cash and in Philippine currency, the following described property with all the improvements existing thereon, to wit:

**transFER CErtiFiCatE OF titLE nO.**  
**057-2018032513**

IT IS HEREBY CERTIFIED that certain land situated in Barangay of Sabang (Formerly Timalan) Municipality of Naic, Province of Cavite, Island of Luzon, bounded and described as follows:

**Lot no:** 11, **Block no** :49, **plan no:** PSD-04-246095  
Portion of: Subd. of Lot 2933, FLS-986-D, Naic Estate (VS-04- 000597), L.R.C. No. 8340  
**Location:** Barangay of Sabang (Formerly Timalan) Municipality of Naic, Province of Cavite, Island of Luzon, bounded and described

Boundaries:

LINE	DIRECTION	ADJOINING LOT (S)
1-2	SE	Lot 10, Block 49, PSD-04-246095
2-3	SW	Block 75 (EXCLUDED), PSD-04-246095
3-4	NW	Lot 12, Block 49 PSD-04-246095
4-1	NE	Road Lot 13 PSD-04-246095

x x x x  
**area:** **tWentY-EighT sQuarE mEtErs (28)**, more or less  
Description of Corners: All points are referred to on the plan by P.S. Cyl.  
Conc. Mons. 15x40 cms.

All sealed bids must be submitted to the undersigned on the above-stated time and date.

Prospective bidders or buyers are hereby enjoined to investigate for themselves, the title herein above-described and the encumbrances thereon, if any there be.

In case of the absence of any participating bidder on the above-scheduled date, said auction sale will be reset and finally held on August 01, 2023 at the same place and time above-mentioned.

Naic, Cavite, June 24, 2023

**(sgD)ma. CarOLina m. pOtEntE**  
Sheriff IV

Copy furnished:  
**maria Victoria D. Capiral**  
Home Development Mutual Fund (PAG-IBIG FUND)  
The Petron Mega Plaza Building  
No. 358 Sen. Gil Puyat Avenue  
Makati City, Metro Manila

**ian BERMUDEZ FERNANDEZ, single**  
21 TUP Compound, Western Bicutan, Taguig City/  
Lot 11, Block. 49, Pasinaya Homes Phase 2

**ERRATUM**

This is to correct the error made by this publication dated July 10 & 17, 2023 in Notice of Extra-Judicial Sale filed by **Home DEVELOpmEnt mutual Fund (pag-iBig FunD)**, VERSUS **ian BERMUDEZ FERNANDEZ, single** it should be IT IS HEREBY CERTIFIED that certain land situated in Barangay of Sabang (Formerly Timalan) Municipality of Naic, Province of Cavite, Island of Luzon, bounded and described as follows: and NOT A certain land situated in Barangay of Sabang (Formerly Timalan) Municipality of Naic, Province of Cavite, Island of Luzon, bounded and described as follows: as published.

Humanity nEWs  
July 24-30 2023

**PBBM OPENS... (from p. 3)**

the Philippines Lee Sang-Hwa, Department of Public Works and Highways (DPWH) Secretary Manuel M. Bonoan, Special Assistant to the President Secretary Antonio Ernesto F. Lagdameo Jr., Northern Samar Governor Edwin Marino C. Ongchuan, Presidential Communications Office Secretary Cheloy Velicaria-Garafil, DPWH Senior Undersecretary Emil K. Sadain, DPWH Undersecretaries Carlos G. Mutuc and Roberto R. Bernardo, Export-Import Bank of Korea (KEXIM Bank) Country Director Jaejeong Moon, and other DPWH and local government officials of Northern Samar.

The ₱1.03-Billion Samar Pacific Coastal Road Project was funded by the Government of the Philippines with assistance from the Export-Import Bank of Korea.

The President emphasized the road project will expedite the delivery and movement of basic goods and services, strengthen the government's resolve to improve the peace and order situation in the province, and ensure that the economic gains and basic services are within everyone's reach.

Implemented by the DPWH Unified Project Management Office - Roads Management Cluster II (Multilateral) under overall supervision of Senior Undersecretary Sadain with Project Director Sharif Madsmo H. Hasim and Project Manager Teresita V. Bauzon as project in-charge, work involves the construction of 11.6-kilometer road with three (3) bridges namely: 161-lineal meter Simora Bridge in Barangay EJ Dulay, Laoang, and the 69-lineal meter Jangtud 2 Bridge in Barangay Rombang also in Laoang. The road traverses the coastal areas from Simora Junction in the town of Laoang going to Barangay Mabaras in the municipality of Palapag.

In his project briefing, Secretary Bonoan said that the completion of the coastal road has reduced the travel time from Palapag to Catarman by five (5) hours, providing relief to thousands of motorists.

In addition, Secretary Bonoan announced that the Detailed Engineering Design loan for the Phase 2 of Samar Pacific Coastal Road Project was recently approved by the National Economic Development Authority (NEDA) Investment Coordination Committee.

With a total length of 15.01 kilometers, Phase 2 will upgrade the Laoang-Palapag Road Junction to Catarman-Laoang Road Junction and further extend the project by building two (2) more long-span bridges namely: the 800-meter Laoang Bridge II and 605-meter Calomotan Bridge.

DPWH aims to complete more big-ticket projects that will contribute to the social and economic development across the country. "I know you are all excited for today, but mind you that in the coming months, more and more project will be delivered to you by this administration of President Ferdinand R. Marcos Jr. under the "Build Better More" Program," added Secretary Bonoan. **(Photodpwhpio/Renante Arjay Jarobel)**

REPUBLIC OF THE PHILIPPINES  
REGIONAL TRIAL COURT  
FOURTH JUDICIAL REGION  
NAIC CAVITE  
OFFICE OF THE CLERK OF COURT  
AND EX-OFFICIO SHERIFF

**Home DEVELOpmEnt mutual Fund (HDMF),**  
Petitioner-Mortgagee,

-versus- FNC 2023-321

**maria graCia B. CaLagO, marriED t O miCHaEL p . CaLagO,**  
Respondents-Mortgagors.

X-----X  
**nOtICE OF EXtra-JuDiCial saLE**

WHEREAS, upon Extra-Judicial Petition for Sale under Act No. 3135 as amended by the Act No. 4118, filed by HOME DEVELOPMENT MUTUAL FUND (HDMF) Mortgagee, with postal address at Petron Mega Plaza Building, No. 358 Sen Gil Puyat Avenue, Makati City, against **maria graCia B. CaLagO marriED t O miCHaEL p . CaLagO,** Mortgagors, with postal address at Blk 4 Lot 12 San Pedro St. San Dionisio Village Ups 5, Paranaque City, to satisfy the mortgage indebtedness which as of April 17, 2023 amounted to **FOur HunDrED ninEtY tHrEE tHOusanD OnE HunDrED FiFtY pEsOs & 26/100 (php 493,150.26)** Philippine Currency, excluding penalties, Attorney's Fees and expenses of the foreclosure, the undersigned authorized Sheriff IV, will sell at public auction on **august 22, 2023** at 9:00 in the morning or soon thereafter at the Regional Trial Court, Naic Cavite, to the highest bidder in CASH or MANAGER'S CHECK and in Philippine Currency the property with all the improvements thereon, to wt:

**transFER CErtiFiCatE OF titLE nO.**  
**057-057-2019017302**

IT IS HEREBY CERTIFIED that a certain land situated in BARANGAY OF TIMALAN, MUNICIPALITY OF NAIC, PROVINCE OF CAVITE, ISLAND OF LUZON, bounded and described as follows: LOT NO.5, BLK. NO. 37, PLAN NO. PCS-04-031172 PORTION OF CONS. OF LOTS 2977 AND 2978, FLS-986-D, NAIC ESTATE (VS-04-000597, BRGY. TIMALAN, MUN. OF NAIC, PROV. OF CAV x x x CONTAINING AN AREA OF TWENTY EIGHT SQ. METERS (28) x x x.

Prospective bidders are hereby enjoined to investigate for themselves the title of the above-described property and to the encumbrance existing thereon, if any there be.

All sealed bids must be submitted to the undersigned on the above-stated time and date.

In the event the public auction should not take place on the said date, it shall be held on **august 29, 2023** at same time and at the same place mentioned above without further notice.

Municipality of Naic, Province of Cavite, July 10, 2023

**(sgD)JanELLE V. LagaDON, mBa**

Sheriff IV

Copy furnished:

HOME DEVELOPMENT MUTUAL FUND (HDMF)  
- Petron Mega Plaza Building, No. 358 Sen Gil Puyat Avenue, Makati City

Maria Gracia B. Calago married to Michael P. Calago – Blk 4 Lot 12, San Isidro St. San Dionisio Village Ups 5, Paranaque City  
Lot 5 Blk 37 Pasinaya Homes North Phase I Timalan, Naic, Cavite 4110

Maria Victoria D. Capiral c/o Atty. Caesar S. Europa, Attorney-in-Fact,  
24K Accounts Consultant, Inc., 3F Fass Inteli College Bldg., No. 11, Pittsburgh St., Brgy. Silangan, Cubao, Quezon City

Humanity nEWs  
JuLY 24, 31, & august 7, 2023



Republic of the Philippines  
Fourth Judicial Region  
**rEgiOnAL triAL Court**  
**OFFICE OF tHE CLERK OF Court**  
Email: rtbcrocc@judiciary.gov.ph  
Telephone No. 09273707489  
City of Bacoor

**HOme DEVELOpmEnt mutuaL FunD**  
**(otherwise known as pag-iBig Fund),**  
Mortgagee

-versus- Foreclosure No2023-180  
For: Extra-Judicial Foreclosure of  
Real Estate Mortgage

**JOEY a. saBaDO married to mariE antiOnEttE**  
**s. saBaDO,**  
Mortgagors

X-----X  
**nOtICE OF EXtra JuDiCial**  
**FOReCLosurE**

Upon Extra-judicial Petition for Sale under Act 3135 as Amended by Act 4118 filed by the mortgagee, **HOme DEVELOpmEnt mutuaL FunD (otherwise known as pag-iBig Fund)**, at The Petron Mega Plaza Bldg., No. 358 Sen Gil Puyat Avenue, Makati City, and against the mortgagors **JOEY A. SABADO married to MARIE ANTIONETTE S. SABADO** at 2242 Tramo Ext. Street Pasay City and Lot 22 Blk. 5 Greensquare Villas, Brgy. Mambog 1, Bacoor, Cavite; **JOEY A. SABADO** is herein represented by **MARY ANTIONETTE S. SABADO** to satisfy the mortgagee indebtedness which as of April 24, 2023 amounts to **siX HunDrED tWentY FIVE tHousanD siX HunDrED ninEtEen pEsOs & 99/100 (p625,619.99)**, Philippine Currency, inclusive of interest, and penalty charges but exclusive of other fees incident to this foreclosure, the undersigned or her duly authorized representative will sell at the public auction on **august 8, 2023** at 10:00 o'clock in the morning or soon thereafter, at the main entrance of the Hall of Justice of Bacoor City, Cavite, to the highest bidder for CASH and In Philippine Currency, the following described property with all the improvements thereonto wit;

**transFER CertiFiCatE OF titLE**  
**nO167-2017000803**

A PARCEL OF LAND (LOT 22 BLOCK 5 OF THE SUBD. PLAN, PSD-04-212563, BEING A PORTION OF LOT 4746, IMUS ESTATE, L.R.C. RECORD NO. 8843), SITUATED IN BARANGAY OF MAMBOG MUNICIPALITY OF BACOR PROVINCE OF CAVITE ISLAND OF LUZON. X X X, CONTAINING AN AREA OF SIXTY NINE (69) SQM"

"All sealed bid must be submitted to the undersigned on the above stated time and date."

"In the event the public auction should not take place on the said date, it shall be held on **august 15, 2023**, without further notice.

"Prospective buyers or bidders are hereby enjoined to investigate for themselves the title to the said property and encumbrances, if any there be.

City of Bacoor, July 3, 2023.

**(sgD)mELY C. HERmosura-Vista**  
Clerk of Court VI

By:

**(sgD)rOBert JOn a. DELa CruZ**  
Sheriff IV

Copy Furnished:  
**HOme DEVELOpmEnt mutuaL FunD**  
**(otherwise known as pag-iBig Fund)**  
The Petron Mega Plaza Bldg., No. 358 Sen Gil Puyat Avenue, Makati City  
**attY. pauLinO E. CasEs, Jr.**  
c/o Chun Cases & Associates Law Office  
Unit 408 Cityland Condominium 10 Tower II 154 H.V. dela costa St., Salcedo Village, Makati City  
**JOEY a. saBaDO married to mariE antiOnEttE s. saBaDO**  
2242 Tramo Ext. StreetPasay City  
Lot 22 Blk. 5 Greensquare Villas, Brgy. Mambog 1, Bacoor, Cavite

**WARNING:**  
It is absolutely prohibited to remove, deface or destroy this notice of Extra-judicial Sale on or before the date of sale.

**Humanity news**  
**July 10, 17, & 24, 2023**

**rEpuBLic OF tHE pHilippinEs**  
**rEgiOnAL triAL Court**  
**FOurTH JuDiCial rEgiOn**  
**BranCH 131**  
**trECE martirEs CitY Ca VitE**

IN RE: PETITION FOR ISSUANCE OF NEW OWNER'S COPY OF TRANSFER CERTIFICATE OF TITLE NO. T-607080 ISSUED BY THE REGISTER OF DEEDS FOR THE PROVINCE OF CAVITE

LRC CASE NO.6832-033-23

**nuVen gLOBaL EntErprisE**  
**CorpOratiOn,**  
Petitioner.

**rEgistr Y OF DEEDS FOR tHE prOVinCE**  
**OF Ca VitE,**  
Respondent.

x-----x

**in rE: pEtitiOn FOR issuanCE OF**  
**nEW OWnEr's COpy OF transFer**  
**CertiFiCatE OF titLE nO. t -607075**  
**issuED BY tHE rEgistr OF DEEDS FOR**  
**tHE prOVinCE OF Ca VitE**

LRC CASE NO.6832-034-23

**nuVen gLOBaL EntErprisE**  
**CorpOratiOn,**  
Petitioner.

**rEgistr Y OF DEEDS FOR tHE prOVinCE**  
**OF Ca VitE,**  
Respondent.

x-----x

**OrDer**

Filed before this Court is a verified **pEtitiOn FOR issuanCE OF nEW OWnEr's COpy OF transFer CertiFiCatE OF titLE nO. t -607080 and t -607075** issued by **tHE rEgistr OF DEEDS FOR tHE prOVinCE OF Ca VitE.**

Finding the aforementioned petitions to be sufficient in form and substance the same is hereby **set for initial hearing on 07 sEptEmBER 2023 at 8:30 o'clock in the morning / 1:30 o'clock in the afternoon**, where any and/or all parties interested may oppose the said petition.

Let copy of this Order be posted at the Bulletin Board of Government Center Building and at the entrance of the Cavite Provincial Capitol Building, Trece Martires City, Public Market, City and Barangay Hall where the property/ies is/are situated as well as on the land/s itself and all located at **BrgY. CaLiBuYO, muniCipalitiY OF tanZa, prOVinCE OF Ca VitE** and other copies be furnished to the **register of Deeds for the province of Cavite, Office of the Solicitor General (OSG), possible oppositors and their counsels.** For this purpose, the petitioner or his/her duly authorized representative is hereby directed to **immediately coordinate with the sheriff of this Court** as regards the posting of this Order on the land which is the subject of this Petition, within **five (5) days** from receipt hereof.

Let the same order be published in a newspaper of general circulation once a week for **three (3) consecutive issues** at the expense of the petitioner. For this purpose, Petitioner is directed to coordinate **only** with the Office of the Clerk of Court, this jurisdiction.

Let Compliance be submitted by the Petitioner to the Court within **five (5) days** after duly observing the aforementioned procedures.

**sO OrDERED.**

Trece Martires City, June 14, 2023.

**(sgD)JEan DEsuasiDO-giLL**  
Presiding Judge

Copy furnished:

**nuVen gLOBaL EntErprisEs CorpOratiOn**  
c/o **marcelino Chua**  
3RD Floor Octacrom Enterprise Building, No. 340 Protacio, Brgy. 97, Pasay City

**aBEs maLong & assOCiatEs**  
Counsel for Petitioner  
Unit 2302, Antel Global Corporate Center, Doña Julia Vargas Ave., Ortigas Center, Pasig City

**rEgistr OF DEEDS FOR tHE prOVinCE OF**  
**Ca VitE**  
Trece Martires City, Cavite 4109

**Osg**  
efile@osg.gov.ph; docket@osg.gov.ph

**rtC-OFFiCE OF tHE CLERK OF Court**  
Trece Martires City, Cavite 4109

**rEYnaLDO L. saLOma**  
Court Sheriff  
RTC Br-131, Trece Martires City

**Humanity nEWs**  
**JulY 17, 24, & 31, 2023**

**SM Coffee Fest...**

**(from p. 4)**

art and coffee where people can come together. Filipinos love their coffee! It's a staple beverage among Pinoy's "said Ms. Niña Wong PR Manager of SM.

Photo caption as The audience are all smiles as they learn coffee art from Master Visual artists

Ren Tuzon, His artworks feature coffee portraits of famous celebrities and pop culture.

With today's

generation, coffee has not only become a part of our morning ritual, but an everyday routine. SM continues to support the prevalence of this culture as bonding over coffee has always had that interconnection with deeper bonding and fonder conversation.

Coffee Art And Music at SM City Santa Rosa (nina wong)

**Let your kids...**

**(from p. 3)**

taken with light make-up only with one (1) close-up shot and one (1) whole body shot to select SM Supermalls nationwide. This will be attached to their application form which should be filled up and signed by the parents and/or legal guardians. To apply online, go to: <https://www.smsupermalls.com/smlittlestars/register>.

SM Little Stars 2023 will run from July 15 to August 27 so hurry and register your talented little ones! To know more about SM Little Kids and the full list of prizes, visit [smsupermalls.com](https://www.smsupermalls.com) or follow @SMSupermalls on social media.

**DepEd all set...**

**(from p. 1)**

from the 228 schools division offices (SDOs) of 17 regions in the country.

According to the DepEd's Bureau of Learner Support Services, the event will give participants the opportunity to "learn not only from the key speakers and activities, but also by engaging with one another, especially understanding different cultures across regions."

"The LearnCon PH 2023 was developed in response to the DepEd thrust to reassess, realign, and refocus its learner-related initiatives to be more responsive to the needs of the learner," the LearnCon PH 2023 General Administrative

Guidelines read.

During the event, DepEd will communicate to the participants its policy and program priorities and revitalize learners' participation in achieving quality and inclusive education by spearheading conversations about pressing and relevant issues for the learners as emerging youth leaders.

The LearnCon PH 2023 is also expected to provide learners from across SDOs and regions a face-to-face dialogue and to share and collaborate ideas, insights, lessons learned and best practices in learners' involvement in public and civic affairs. (PNA)



# TULONG PANGHANAP BUHAY SA ATING DISADVANTAGE/DISPLACED WORKERS



Ang Pamahalaang Lunsod ng Trece Martires ay muling nakatanggap ng biyaya (TUPAD) mula sa National Government, sa ilalim ng pondo ni Kgg. Senator Joel Villanueva para sa 100 Treceño na walang trabaho at sapat na kita upang tustusan ang pang araw araw na pamumuhay.  
Naging daan ang ating Public Employment Service Office (PESO) sa pangunguna ni Maam Ching Lee Velasco at DOLE Cavite para sa programang ito.  
Be blessed, Be a blessing! Bagong Trece,Puso ng Cavite,Lungsod ng Pag Asa!

See us at General Juan Castafieda street near the Imus Plaza

SEE YOU AT GEN. E. TOPACIO ST. NEAR THE TOPACIO COMPOUND IMUS, CITY

# BFP BACOR CITY AND BFP CALAMBA CITY CONDUCTS TURN-OVER OF COMMAND



The Bureau of Fire Protection CALABARZON Region 4A under the leadership of FCSUPT JAIME

DOLLENTE RAMIREZ, DSC, Regional Director officiates the turn-over of command between the outgoing City Fire

FCINSP ALEXANDER DALE Q BAENA will be the new City Fire Marshal of BFP Bacoor City Fire Station. While outgoing

City Fire Marshal of Bacoor City FCINSP ALMA CASSANDRA A GARDOSE will be the new City Fire Marshal of Calamba City Fire Station. The two officials adhere to continuing serving the society for a better service in terms of fast and efficient performance in dealing with destructive fire, unfortunate event and disasters in saving lives and property towards a safe place to live towards resiliency. (Bfpphoto/ Renante Arjay Jarobel/ Marjorie Mahusay)

## DO YOU KNOW ?

Louis de Corlieu invented Flippers for use underwater in 1927.

(Shared by Fellowship with Humanity)



Province of Cavite

**PRESIDENT: AURELIO PAREDES BAUTISTA**

Fellowship with Humanity is a Family-Based Masonic Charity Group registered in Cavite to help in a small way alleviate the conditions of the poor. The funds come from the family income of the Bautista Family members.