



Employers urged to promote PWDs' welfare in workplaces



MANILA - The Department of Labor and Employment (DOLE) on Wednesday reminded employers to uphold the protection of the rights of persons with disabilities (PWDs) to make workplaces more inclusive.

The Department issued the reminder

ahead of the observance of the 45th National Disability Prevention and Rehabilitation (NDPR) Week from July 17 to 23.

In Labor Advisory No. 15, the DOLE urged companies to promote laws, policies and programs that will integrate PWDs into mainstream society.

It also reminded establishments to "provide equal opportunity for employment (private corporations with more than 100 employees are encouraged to reserve at least one percent [1 percent] of all positions for persons with disabilities);"

The DOLE urged

companies to prohibit discrimination against a qualified person by reason of disability in regard to job application, hiring, job training, promotion, compensation or discharge of employees, and other terms, conditions, and privileges of employment;

(cont. P.5)

4,208 Gentriseño college students na existing scholars ng Pamahalaang Lungsod ang tumanggap ng P3,000 Educational Assistance para sa 2nd Semester ng School Year 2022-2023, sa payout na isinagawa kahapon sa General Trias Sports Park, Barangay Santiago. Ang programang ito ay bahagi ng patuloy na suportang ibinibigay ng ating LGU sa sector ng edukasyon, lalo na sa ating mga mag-aaral.

Hangad po ng inyong lingkod Mayor Jon-Jon Ferrer, ni Cong. Ony, Vice-Mayor Jonas at ng buong Team GenTri na maging kaagapay ng mga kabataang Gentriseño sa pag-abot ng kanilang mga pangarap sa buhay. Let's Join Forces for a More Progressive City of General Trias!

Inauguration at Blessing ng City of Imus Birthing Home



LAUNCHING OF GIFT OF BENEVOLENCE AND LOVE CARD (GREEN CARD)



no. 2022-025 ito ay ang FREE MEDICAL SERVICES at napapaloob dito ang LIBRENG KONSULTASYON, ECG, XRAY, BLOOD TEST, CT SCAN at ULTRASOUND para sa ating mga minamahal na

Handog ng pangunguna ng inyong miyembro ng Transport Pamahalaang Lungsod lingkod Mayor Gemma ng Trece Martires sa Lubigan, ang ordinance

(cont. P.2)

LAUNCHING...

(from p. 1)

and tricycle drivers)

Antayin niyo po ang pagbisita namin sa bawat barangay upang personal na maiabot sa lahat ng miyembro ng nasabing transport sector ang green

card upang ma avail ang serbisyong ito. Maraming salamat konsehal AJ HUMARANG sa pag akda ng nasabing ordinansa. Salamat din sa ating mga konsehal na miyembro

ng 11th Sangguniang ng ordinansang ito. Be Panlungsod sa pangunguna blessed, Be a blessing! ni Vice Mayor Bobby Bagong Trece, Puso ng Montehermoso para sa Cavite, Lungsod ng Pag agarang pagpapatupad Asa!

BFP BALAYAN CONDUCTS FIREFIGHTING AND BUCKET RELAY TO OJT'S



The Bureau of Fire Protection Balayan Municipal Fire Station headed by FSINSP

CHRISTIAN LEO O CAMO, MDRM, Municipal Fire Marshal (cont. P.4)

Humanity news publication is an English/Filipino Weekly Published every Monday Province of Cavite



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PRIME ALLIANCE OF PUBLISHERS, EDITORS, & REPORTERS of the Philippines Inc.



Subscription Rates: 1 year 52 Issues = Php 520.00
Legal Notices: 1 col. Per cm. rates = Php 160.00
Advertisement Rate: Per column = Php 200.00

REPUBLIC OF THE PHILIPPINES
FOURTH JUDICIAL REGION
REGIONAL TRIAL COURT
OFFICE OF THE CLERK OF COURT
TRECE MARTIRES CITY

GOVERNMENT SERVICE INSURANCE SYSTEM,
Mortgagee,

-versus- FORECLOSURE CASE NO. F-152-23

ALFREDO M. MACARAEG,
Mortgagor/s.

NOTICE OF EXTRA-JUDICIAL SALE

Upon Extra-Judicial Petition for Sale under Act 3135, as amended by Act 4118, filed by Mortgagee, GOVERNMENT SERVICE INSURANCE SYSTEM, with business address at GSIS Headquarters, Financial Center, Roxas Boulevard, Pasay City, against the Mortgagor/s, ALFREDO M. MACARAEG, with residence and postal addresses at (1) 2054 Avenida St., corner Yuseco, Sta. Cruz, Manila 1000, to satisfy the mortgage indebtedness which as of 31 March 2023 amounts to **FOUR MILLION NINETY NINE THOUSAND FIVE HUNDRED TWENTY EIGHT PESOS AND 23/100 (Php4,099,528.23)** excluding penalties, charges, attorney's fees and expenses of foreclosure, the undersigned Sheriff will set at public auction on 03 AUGUST 2023 at 10:00 o'clock in the morning until 12:00 noon at the main entrance of the Government Center Building located at the Provincial Capitol Compound, Trece Martires City, to the highest bidder for CASH and in Philippine Currency the following described property with all the improvements thereon, to wit:

TRANSFER CERTIFICATE OF TITLE
No. T-57373

A parcel of land (lot 20, blk. 17, of the cons/subd. plan. Pcs-04-013723, being a portion of lots. 3525-A to C, 3525-E to J, 3525-L, Psd-04-020462 & 3523, Fis-1839, Sta Cruz de Malabon Estate, LRC. Rec.No.), situated in the Bo. of Luciano, Mun. of Trece Martires, Prov. of Cavite, Is. of Luzon. Bounded on the NW., along line 1-2 by lot 12, blk. 17; on the NE., along line 2-3 by Lot 19, blk. 17; on the SE., along line 3-4 by Rd. lot 16 (6.50 m. wide) & on the SW., along line 4-1 by Lot 21, blk. 17; all of the cons/subd. plan. Beginning at a pt .marked "1" on plan xxx CONTAINING AN AREA OF THIRTY SIX (36)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 and time, it shall be held on 17 AUGUST 2023 without further notice.

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

Trece Martires City, 27 JUNE 2023.

(sgd.)REYNALDO L. SALOMA
Sheriff IV

Copy Furnished:

GOVERNMENT SERVICE INSURANCE SYSTEM

GSIS Headquarters, Financial Center, Roxas Boulevard, Pasay City

ALFREDO M. MACARAEG

1. 2054 Avenida St., corner Yuseco, Sta. Cruz, Manila 1000

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 3,10 & 17,2023



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

PAGBABAGO NG BABAE

1. Ang batang babae'y mahilig sa laro,
Dala ang manika sa lahat ng dako,
Kung minsan kay Nanay tumulong sa luto,
Maglinis ng bahay at sa ibang dako.
2. Dumating ang oras na nais mag-ayos,
Palaging mabango't mahinhin ang kilos,
May napupusuan dalagitang bubot,
At luha lang pala ang maidudulot.
3. Pinahid ang luha at muling lumakad,
Isa pang binata yaong nakatapat,
Ngayon ay hindi na naging kulang-palad,
At napangasawa ang binatang tapat.
4. Nang dalaga pa siya'y isa nang prinsesa,
At nang mag-asawa, siya ay naging reyna,
Unti-unti siya ay nagbagong porma,
Naging emperatriz nang magka-anak na.
5. Tumibay ang loob nitong dating bata,
Naging tila muog na merong bandila,
Sa kanya pamilya ay umasang lubha
Na ang desisyon niya sa bahay ay tama.
6. Ang kanyang asawa ay nagpaubaya,
Dahil sa paghubog nitong mga bata,
Ina ang malimit kasama sa gawa,
At laging subaybay na mali'y itama.
7. Ang batang nang una'y mahilig sa laro,
Ngayon ay Lola nang mahilig magturo,
Kanyang mga apo'y kinupkop sa dako,
At sila ang sentro sa lahat ng kuro.
8. Ang isang babae'y ganyan nagbabago,
At kahit patuloy ang ikot ng mundo,
Di rin nagbabago yaong papel nito,
Babae'y babae, guro at modelo.

Inauguration at Blessing ng City of Imus Birthing Home

(from p. 1)

Republic of the Philippines
Fourth Judicial Region
REGIONAL TRIAL COURT
Branch 130, Trece Martires City
rtc1tmt130@judiciary.gov.ph
09198753023

IN RE: PETITION FOR THE ISSUANCE OF NEW OWNER'S DUPLICATE OF TRANSFER CERTIFICATE OF TITLE NO. T- 1075160, IN LIEU OF SAID LOST CERTIFICATE,

AMALIA S. ALMENDRAS,
Petitioner,

LRC CASE NO. 6832-006-23

-versus-

REGISTRY OF DEEDS FOR THE PROVINCE OF CAVITE,
Respondent

x-----x

ORDER

Filed before this Court is a verified Petition for the Issuance of New Owner's Duplicate of Transfer Certificate of Title No. T-1075160, in lieu of said lost certificate, issued by the Registry of Deeds for the Province of Cavite in the name of **AVEEMAR REALTY AND DEVELOPMENT CORPORATION** (Aveemar), the previous registered owner.

After being satisfied that the petition is sufficient in form and substance, the same is hereby set for initial hearing on **September 7, 2023 and November 9, 2023 both at 8:30 o'clock in the morning**, at which date, hour, and place, any and all interested persons are required to appear and show cause why the petition should not be granted.

Let a copy of this Notice of Hearing be published for three (3) consecutive weeks, at the expense of the petitioner, in a newspaper of general circulation and be posted at the Tanza Municipal Public Market, Municipal and Barangay Hall where the property is situated, as well as on the land itself located at Brgy. Julugan 8, Tanza, Cavite and other copies be furnished to the Registry of Deeds for the Province of Cavite, Office of the Solicitor General, petitioner and its counsel.

The Sheriff of this Court is hereby directed to post copies of this Notice accordingly. The petitioner is likewise directed to submit a copy of the petition with its annexes to the Registry of Deeds for the Province of Cavite and the Office of the Solicitor General

Send a copy of this Order to the Office of the Clerk of Court (OCC) Trece Martires City, Cavite for raffle of the publication.

SO ORDERED.

Trece Martires City, Cavite, May 3, 2023.

(sgd) **GAYSOL C. LUNA**
Presiding Judge

Copy Furnished:
ATTY. CESARIO G. GONZALES, JR.
C.G.GONZALES, JR. & ASSOCIATES LAW OFFICES
Counsel for Petitioner
111 Sta. Cruz St. Poblacion I,
Tanza, Cavite
czarlaw@gmail.com

AMALIA S. ALMENDRAS
Petitioner
Lot 15, Block 7 Chateau Ville Subdivision,
Brgy. Julugan 8, Tanza, Cavite

REGISTRY OF DEEDS FOR THE PROVINCE OF CAVITE
Trece Martires City, Cavite

OFFICE OF THE SOLICITOR GENERAL
134 Amorsolo St., Legaspi Village Makati City

OFFICE OF THE CLERK OF COURT
Regional Trial Court
Trece Martires City Cavite

Humanity News
July 3, 10 & 17, 2023



Pinangunahan ni Mayor Alex Advincula ang Inauguration at Blessing ng City of Imus Birthing Home na magagamit ng mga mamayang Imuseño ng libre sa tulong ng PhilHealth. Umasa po kayo na patuloy po ang mga ganitong serbisyo upang guminhawa ang buhay ng bawat Imuseño.



BFP CABUYAO CITY RECEIVES 1000-GALLONS-FIRETRUCK DURING TURN OVER CEREMONY



The Bureau of Fire Protection Cabuyao City Fire Station headed by FCINSP CESAR ARJAY A REYES, City Fire Marshal, together with SFO3 Aileen P Castillo, Chief Fire Safety

Pagbati Mula kina:



Mayor Alex "AA" Advincula
Imus City, Cavite



Board Member Ony Cantimbuhan
Imus City, Cavite

(cont. P.5)

**REPUBLIC OF THE PHILIPPINES
REGIONAL TRIAL COURT
FOURTH JUDICIAL REGION
BRANCH 131
TRECE MARTIRES CITY CAVITE**

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.

REGISTRY OF DEEDS FOR THE PROVINCE OF CAVITE,
Respondent.

x-----x

IN RE: PETITION FOR ISSUANCE OF NEW OWNER'S COPY OF TRANSFER CERTIFICATE OF TITLE NO. T-607075 ISSUED BY THE REGISTER OF DEEDS FOR THE PROVINCE OF CAVITE

LRC CASE NO.6832-034-23

NUVEN GLOBAL ENTERPRISE CORPORATION,
Petitioner.

REGISTRY OF DEEDS FOR THE PROVINCE OF CAVITE,
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 REGISTER OF DEEDS FOR THE PROVINCE OF CAVITE.**

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, MUNICIPALITY OF TANZA, PROVINCE OF CAVITE** 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

REGISTER OF DEEDS FOR THE PROVINCE OF CAVITE
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

BFP BALAYAN... (from p. 2)

and its Personnel conducts Firefighting and Bucket Relay to BSU ARASOF NASUGBU AND PABLO BORBON Criminology Students as part of their OJT and Community Immersion. In the said activity, they were taught about how fire trucks work, the mandates of BFP, PPE's and Basic Fire Suppression Technique. The BFP is Committed to Provide an Efficient and Quality Service for a Fire-Safe and Disaster community towards resiliency. (Bfpphoto/Renante Arjay Jarobel/Marjorie Mahusay)

SM City Baguio set to convert rainwater to potable water

SM City Baguio can process 50.9M liters of rainwater in a year* for the mall's re-use. The rainwater treatment facility can supply the mall with potable water – leaving more water supply for the Baguio community to use.

HOW IT'S DONE?
Multimedia Filtration
Water Softener
Activated Carbon
Ultra Filtration
Reverse Osmosis
Ozonization

To make the rainwater safe for use, the harvested rainwater goes through a 6-step treatment process before it is re-distributed for use by the mall.

Supports 13 SUSTAINABLE DEVELOPMENT GOALS

BAGUIO CITY – SM City Baguio launched today the first of its kind in a mall-setting facility that will convert rainwater to potable water and help contribute to the city's water conservation and recycling efforts.

"The mall's Rainwater Filtration facility will supply the mall with enough potable water that can be redistributed to mall tenants for various uses including washing, cleaning and safe for drinking, to help reduce sourcing from the communities' water table, leaving more water supply for the Baguio community to use," SM Supermalls Senior Vice President Bien C. Mateo disclosed.

While SM has been recycling water for decades since the 1990's, the water-saving

innovation is part of SM Prime's sustainability program towards responsible consumption and carbon footprint reduction, according to Mr. Mateo. "We invest in water conservation technology to eliminate water wastage and adopt stricter measures to reduce consumption. More innovations are being done to recycle more water and filter more rainwater across the properties and estates of SM Prime."

In 2022, the real estate developer has recycled a total of 3.58 million cubic meters of water across its properties in the Philippines.

As of June 2023, SM Prime has already installed water catchment basins in 25 malls to help prevent flooding as well as soil erosion during sudden high volumes of rainfall.

The rainwater catchment system installed in SM City Baguio can draw and store a total of 51 million liters of rainwater in a year, based on 2022 PAGASA rainfall volume

for Baguio City. This is equivalent to 20 Olympic-size swimming pools, 13.4M gallons of drinking water, 373,510 full baths and 672,318 10-minute showers.

How does it work?
(cont. P.5)

CAVITE HIGHLIGHTS

By: **Yna Palparan Bautista**

Luis Parang - Isa siyang mestisong Kastila na inalisang sakahang bukid dahil hindi nakabayad sa renta. Siya ay naging tulisan subali't pinatawad ng Gobernador-Heneral sa Malakanyang. Muli siyang naakusahang tulisan, nahuli at pinatay.

PANGIL BAY BRIDGE PROJECT 73% ACCOMPLISHED-DPWH



The 3.17-kilometer Panguil Bay Bridge Project of the Department of Public Works and Highways (DPWH) in Northern Mindanao is nearing the next phase of both approaches from Tangub City, Misamis Occidental and Tubod, Lanao del Norte meeting in the extra-dosed type center main bridge.

In his inspection, DPWH Senior Undersecretary Emil K. Sadain reported to Secretary Manuel M. Bonoan that the two (2)-lane inter-island bridge project across Panguil Bay is already more than 73 percent completed.

“With the project target to achieve 86 percent toward the end of this year 2023 and full completion by the first half of year 2024, over 400 manpower are deployed on-site working round the clock 24/7”, said Senior Undersecretary Sadain.

Others present at the project inspection are Unified Project Management Office (UPMO) Project Directors Sharif Madsmo H. Hasim and Benjamin A. Bautista; Stakeholders Relations Service Director Randy R. Del Rosario; and Project Managers Marlon B. Galerio, Reyderick Siozon, and Samuel Bayot.

A DPWH flagship infrastructure project, the construction of Panguil Bay Bridge is being

implemented by UPMO - Roads Management Cluster II (Multilateral) headed by Project Director Hasim and direct project supervision of Project Manager Teresita V. Bauzon.

Costing 7.37 Billion, the bridge project made of pre-stressed concrete girders and an approach road is funded by a loan agreement between Government of the Philippines (GOP) and Export-Import Bank of Korea (Korea Eximbank).

Supporters of the DPWH INFRAgenda 2028 Strategic Plan of reducing travel time, the design and build of Panguil Bay Bridge will enhance transportation capacity and efficiency in contributing to Mindanao socio-economic development.

The project aims to have a seven (7)-minute inter-island connectivity with Tubod, Lanao del Norte and Tangub, Misamis Occidental as opposed to the present connectivity between Ozamiz City/ Tangub City and Tubod through Roll-On, Roll-Off (RoRo) vessel which has a travel time of about two (2) hours to two and a half (2.5) hours including loading and unloading time.

On the other hand, the current land travel traffic over a distance of 100 kilometers is at

two (2) hours to 2.5 hours.

Started on February 2020, the project is under the joint venture group of contractors composed of Namkwan Engineering & Construction Corp together with Gumgwang Construction Co., Ltd and Kukdong Engineering & Construction Co., Ltd.

The project engineering consultants are Yooshin Engineering Corporation, Kyong-Ho Engineering & Architects Co., Ltd, and Pyunghwa Engineering Consultants Ltd. (Dpwhphoto/Renante Arjay Jarobel)

BFP CABUYAO...

(from p. 3)

Enforcement Section and Hon. Dennis Felipe C Hain, City Mayor attended the Turnover Ceremony of the 56 Units Newly procured Firetrucks recently held at the Bureau of Fire Protection National Headquarters, Agham Road, Quezon City led by FDIR LOUIE S PURACAN, CEO VI, Chief BFP, FCSUPT JESUS P FERNANDEZ, CESO, Deputy Chief For Administration, FCSUPT JAIME DOLLETERAMIREZ, DSC, Regional Director 4A and Hon. Benjamin C. Abalos, Jr., Secretary, DILG as Guest of Honor

and Speaker with other Local Chief Executives from the particular regions of the country to receive the said emergency vehicles.

The City of Cabuyao is a recipient of 1000-Gallons Firetruck to be utilized in fire suppression towards a resilient community. The said equipment is part of the BFP Modernization program to enhance more the capability of the firefighters in fighting destructive fires, saving lives and property. (Photobfp/Renante Arjay Jarobel/Marjorie Mahusay)

Employers urged...

(from p. 1)

The companies are asked to secure barrier-free environment to have access to public and private buildings per Batas Pambansa Bilang 344, otherwise known as "An Act to Enhance the Mobility of Disabled Persons by Requiring Certain Buildings, Institutions, Establishments and Public Utilities to install Facilities and Other Devices."

Likewise, the employers were urged to facilitate PWDs' access to express lanes in all commercial and government establishments; in the absence thereof, priority shall be given to them.

It also called on companies to support, protect and promote the rights of persons with disabilities.

This year's NDPR celebration carries the theme "Persons with Disabilities Accessibility and Rights: Towards A Sustainable Future where No One is Left Behind (Aksesibilidad at Karapatan ng mga Taong may Kapansanan: Daan tungo sa Sustenableng Kinabukasan na Walang Maiiwan)." (PNA)



FAMOUS PERSONALITIES

BY

NICO & NIELSEN BAUTISTA

ALEXANDER THE GREAT - *Siya ay isang Griyego na sumakop sa Persia, Afghanistan, bahagi ng India, Syria, Ehipto at Mesopotamia. Namatay siya sa gulang na 32 taon.*

SM City Baguio...

(from p. 4)

During rain fall, rainwater is collected in the tank and treated for reuse within the mall. To make rainwater safe for use, the harvested water goes through a 6-step treatment processes - Multimedia Filtration, Water Softener, Activated Carbon, Ultra Filtration,

Reverse Osmosis and Ozonization - the treated rainwater from the tank will be re-distributed as supply for the mall tenants for various uses including washing, cleaning and safe for drinking.

Working towards a better tomorrow for its communities, officials from the Department of Environment and Natural Resources of Cordillera Administrative Region (DENR-CAR) have acknowledged the efforts of the mall in providing a long-term solution amidst the growing concern on water security.

“We are grateful for your attention to the predicament on water scarcity in Baguio City,” DENR Regional Director of CAR Engineer Jean Borromeo in a message to SM Prime. “Water scarcity is one of the biggest issues that Baguio is facing today because deep wells have already dried up the city’s water table. It is good to see how SM Prime is taking its responsibility to the environment seriously, practically addressing the

biggest environmental threat to Baguio City.”

“This will greatly help reduce sourcing from the city’s water table and more water supply for the community to use. Not only does SM considers what’s best for its shopping customers, but also take into consideration the importance of water security as one of its priorities,” RD Borromeo added. The Rainwater Filtration facility is one of SM Prime Holding’s initiatives to its commitment towards sustainable development in the communities it serves.

SM Prime is committed to supporting the United Nations in achieving its Sustainable Development Goals (SDG), including SDG 6: Clean Water and Sanitation, SDG 9: Industry, Innovation and Infrastructure, SDG 11: Sustainable Cities and Communities, SDG 12: Responsible Consumption and Production and SDG 13: Climate Action which aims to ensure the availability and sustainable management of water and sanitation for all. (NINA WONG)



ENGR. VIR CAMPAÑA BAUTISTA (TWIN BROTHER OF VER)

HUMANITY TRIVIA

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

- Lithography - 1796
- Parachute - 1797
- Asparagus - Europe, Asia
- Eggplant - Africa, Asia
- Saging - ulcer

REPUBLIC OF THE PHILIPPINES
FOURTH JUDICIAL REGION
REGIONAL TRIAL COURT
BRANCH 123
CITY OF IMUS, CAVITE
rtc 1 imu 123@judiciary.gov.ph

**EXTRAORDINARY
DEVELOPMENT CORPORATION**
Plaintiff.

-versus-

CIVIL CASE NO: 6604-17
FOR: Reconveyance

**SPS. CESAR AND MARIA INSUYA and
REGISTRAR OF DEEDS OF TRECE
MARTIRES CITY**
Defendants.

x-----x

**SUMMONS
(By Publication)**

To: **SPOUSES CESAR INSUYA and MARIA INSUYA**
73 Cleofer St, StaQuiteria, Baesa, Quezon City

GREETINGS:

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

Petitioner, **EXTRAORDINARY 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, **EXTRAORDINARY 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 City for 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 INSUYA** ("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 SOLICITOR 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*¹ 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*

² 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*³ 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.⁴

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 2014⁵ 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 2014⁶ 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 September⁷ and 2 October 2014⁸, respectively, to Respondent Spouses Insuya in compliance with Section 16.1 of the *Contract to Sell* dated 17 January 2006⁹, 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, Ms. Vasquez discussed the possibility of having Petitioner herein transfer the rights of Respondent Spouses Insuya in the *Contract to Sell* dated 17 January 2006 to Christian. The latter agreed and promised to submit the documents necessary to effect the said transfer.

18. In June 2015, Ms. Vasquez 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, Ms. Vasquez 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.¹¹

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 vs Court of Appeals*,¹² 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 annulable, 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 Dictionary¹³ 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*¹⁴ 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*,¹⁵ 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 TO SELL DATED 17 JANUARY 2006 SHOULD BE CANCELLED DUE TO RESPONDENT SPOUSES INSUYA'S FAILURE TO PAY FOR 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.*,¹⁶ 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*,¹⁷ 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

PRAYER

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 NoT-600156 covering the parcel of land located at Block 32, Lot 37, Grand Parkplace Vill., ImusCavite 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

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By:

MARIANO SARMIENTO 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-Nostalg, 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-Nostalg 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

SECRETARY'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 **EXTRAORDINARY 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. serve. 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 No146-376-919.

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

(Sgd)

JUAN CARLOS DMENDOZA

Notary Public for Pasig City
Appointment No39 until Dec. 31, 2019
Roll of Attorney Number 60353
PTR No5174448/Pasig City/01-05-19
IBP No. 063766/RSM/01-07-19
Office Address: 3103-A West TowerPSE 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. EDORIA-GATCHALIAN
Presiding Judge

HUMANITY NEWS
JULY 17, 24, & 31, 2023

Republic of the Philippines
Fourth Judicial Region
REGIONAL TRIAL COURT
OFFICE OF THE CLERK OF COURT
Email: rtcbcrocc@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 I, 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 BACORON 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 I, 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
 FOURTH JUDICIAL REGION
 REGIONAL TRIAL COURT
 BRANCH 15, NAIC, CAVITE
 rtc1na015@judiciary.gov.ph
 rtcbranch15naicavite@gmail.com
 09171146230

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
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

A 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
 Sabang (Formerly Timalan), Naic, Cavite

REPUBLIC OF THE PHILIPPINES
 REGIONAL TRIAL COURT
 FOURTH JUDICIAL REGION
 OFFICE OF THE CLERK OF COURT
 TRECE MARTIRES CITY

NATIONAL HOME MORTGAGE FINANCE CORPORATION (NHMFC)
 Mortgagee,

-versus- Foreclosure Case No. F-132-23

ARMIN C. CARAS
 Mortgagor/s.

-----X
NOTICE OF EXTRA-JUDICIAL SALE

Upon Extra-Judicial Petition for Sale under Act 3135, as amended by Act 4118, filed by Mortgagee, **NATIONAL HOME MORTGAGE FINANCE CORPORATION (NHMFC)**, with business address at 104 Amorsolo St, Legaspi Village, Makati City, against the Mortgagor/s, **ARMIN C. CARAS** with residence and postal address at Capitol Hills Exec. Subd. Lot 13 Blk. 34 Trumpet Flower St., Trece Martires City, Cavite and 3207 Kalayaan Ave., Pinagkaisahan Makati, Metro, Manila to satisfy the mortgage indebtedness which as of 31 March 2023 amounts to **FIVE HUNDRED FORTY NINE THOUSAND EIGHT HUNDRED NINETY SEVEN PESOS AND 16/100 (P549,897.16)**, excluding penalties, charges, attorney's fees and expenses of foreclosure, the undersigned Sheriff will set at public auction on **03 AUGUST 2023** at 10:00 o'clock in the morning until 12:00 noon at the main entrance of the Government Center Building located at the Provincial Capitol Compound, Trece Martires City, to the highest bidder for CASH and in Philippine Currency the following described property with all the improvements thereon, to wit:

TRANSFER CERTIFICATE OF TITLE NO. T-11494-

A parcel of land (Lot 13, Blk. 34 of the cons./subd. plan, Pcs-042122-008951, being a portion of the cons. of Lots 1 & 2, Blk. 26; Pcs-004133; Lot 3394-A & 3394-B (LRC) Psd-114503, Lot 3353 & Lot 3354, Fls-2316, situated in the Bo. of Lapidario, City of Trece Martires, Prov. of Cavite, Is. of Luzon. Bounded on the SE., along line 1-2 by Rd. Lot 34 (8 m. wide); on the SW., along line 2-3 by Lot 14, Blk. 34; on the NW., along line 3-4 by Lot 43, Blk. 34; & on the NE., along line 4-1 by Lot 12, Blk. 34, all of the cons. /subd. plan. Beginning at a pt. marked "1" on plan XXX containing an area of SEVENTY FIVE (75) 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 and time, it shall be held on 17 AUGUST 2023 without further notice.

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

Trece Martires City, 27 JUNE 2023.

(sgd.)ANDRES B. ESPINA
 Sheriff IV

Copy Furnished:
NATIONAL HOME MORTGAGE FINANCE CORPORATION (NHMFC)
 104 Amorsolo St., Legaspi Village, Makati City

ARMIN C. CARAS
 Capitol Hills Exec. Subd. Lot 13 Blk. 34 Trumpet Flower St., Trece Martires City, Cavite
 3207 Kalayaan Ave., Pinagkaisahan Makati, Metro, Manila

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 3, 10 & 17, 2023

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 TO MICHAEL P. CALAGO,
 Respondents-Mortgagors.

-----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 TO 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 November 30, 2022, 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 8, 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 wit:

TRANSFER CERTIFICATE OF TITLE NO. 057-2019017302

IT IS HEREBY CERTIFIED that a certain land situated in BARANGAY OF TIMALAN the MUN. OF NAIC PROV. OC CAVITE, bounded and described as follows: A PARCEL OF LAND (LOT 5, BLK. 37 OF THE CONS-SUBD, PLAN, PCS-04-031172 BEING A PORTION OF THE CONS. OF LOTS 2977 AND 2978, FLS-986-D, NAIC ESTATE (VS-04-000597) LRC RECORD NO 8340), SITUATED IN THE 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 15, 2023** at same time and at the same place mentioned above without further notice.

Municipality of Naic, Province of Cavite, June 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 –
 3F Fass Inteli College Bldg., No. 11, Pittsburgh St., Brgy. Silangan, Cubao, Quezon City

Humanity News
 July 3, 10 & 17, 2023

REPUBLIC OF THE PHILIPPINES
FOURTH JUDICIAL REGION
REGIONAL TRIAL COURT
OFFICE OF THE CLERK OF COURT
TRECE MARTIRES CITY

HOME DEVELOPMENT MUTUAL FUND
Mortgagee,

-versus- FORECLOSURE CASE NO. F-174-23

ABRAHAM AGUILAR MOJANA JR.;
ABRAHAM AGUILAR MOJANA JR. IS HEREIN
REPRESENTED BY HIS ATTORNEY-IN-FACT
RUBY S. MONOG

Mortgagor/s.

NOTICE OF EXTRA-JUDICIAL SALE

Upon Extra-Judicial Petition for Sale under Act 3135, as amended by Act 4118, filed by Mortgagee, HOME DEVELOPMENT MUTUAL FUND, with business address at The Petron Mega Plaza Building, No. 358 Sen. Gil Puyat Avenue, Makati City, against the Mortgagor/s, ABRAHAM AGUILAR MOJANA JR.; ABRAHAM AGUILAR MOJANA JR. IS HEREIN REPRESENTED BY HIS ATTORNEY-IN-FACT RUBY S. MONOG with residence and postal address at Lot 15, Blk. 4, Sunshine County, Buenavista II, Gen. Trias, Cavite and Lot 14, Blk. 5, Mayflower County, Brgy. Buenavista, Gen. Trias, Cavite to satisfy the mortgage indebtedness which as of 22 March 2023 amounts to SIX HUNDRED FIFTY SEVEN THOUSAND SIX HUNDRED THIRTY FOUR PESOS AND 41/100 (P657,634.41), excluding penalties, charges, attorney's fees and expenses of foreclosure, the undersigned Sheriff will set at public auction on 03 AUGUST 2023 at 10:00 o'clock in the morning until 12 noon at the main entrance of the Government Center Building located at the Provincial Capitol Compound, Trece Martires City, to the highest bidder for CASH and in Philippine Currency the following described property with all the improvements thereon, to wit:

TRANSFER CERTIFICATE OF TITLE
NO. T-1268897

A PARCEL OF LAND (LOT 14, BLK 5 OF THE CONSOLIDATION-SUBDIVISION PLAN PCS-04-027138, BEING A PORTION OF LOTS 6 TO 14, BLOCK-5, PCS-04-021944, (LRC) REC. NO...), SITUATED IN THE BARANGAY OF BUENAVISTA, MUNICIPALITY OF GENERAL TRIAS, PROVINCE OF CAVITE, ISLAND OF LUZON. BOUNDED ON THE NE., ALONG LINE 1-2 BY LOT 21, BLK. 5 OF THE CONSOLIDATION-SUBDIVISION PLAN; ON THE NE., ALONG LINES 2-3-4 BY ROAD LOT 2, PCS-04-021944; ON THE SE., ALONG LINE 4-5 BY LOT 13, BLK. 5 OF THE CONSOLIDATION-SUBDIVISION PLAN; AND ON THE SW., ALONG LINES 5-6-7-1 BY BLOCK 5, PCS-04-021944. BEGINNING AT A PT. MARKED "1" ON PLAN XXX CONTAINING AN AREA OF EIGHTY (80) SQUARE METERS, MORE OR LESS 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 and time, it shall be held on 17 AUGUST 2023 without further notice.

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

Trece Martires City, 27 JUNE 2023.

(sgd.) JOANNAH AVIGAIL C. TIMKANG
Sheriff IV

Copy Furnished:
HOME DEVELOPMENT MUTUAL FUND
C/O ATTY. RIZALDY F. DE LEON
Bernales & Associates
Suite 6 Third Floor, A. Gold Condominium I,
784 EDSA West Kamias District, Quezon City

ABRAHAM AGUILAR MOJANA JR.
Lot 15, Blk. 4, Sunshine County, Buenavista II, Gen. Trias, Cavite and
Lot 14, Blk. 5, Mayflower County, Brgy. Buenavista, Gen. Trias, Cavite

WARNING: It is absolutely prohibited to remove, deface or destroy this Notice of Extra Judicial Sale on or before the date of sale.

REPUBLIC OF THE PHILIPPINES
REGIONAL TRIAL COURT
FOURTH JUDICIAL REGION
OFFICE OF THE CLERK OF COURT
TRECE MARTIRES CITY

HOME DEVELOPMENT MUTUAL FUND
Mortgagee,

-versus- FORECLOSURE CASE NO. F-226-23

DONALIE P. REY
Mortgagor/s.

NOTICE OF EXTRA-JUDICIAL SALE

Upon Extra-Judicial Petition for Sale under Act 3135, as amended by Act 4118, filed by Mortgagee, HOME DEVELOPMENT MUTUAL FUND, with business address at The Petron Mega Plaza Building, No. 358 Sen. Gil Puyat Avenue, Makati City, against the Mortgagor/s DONALIE P. REY with residence and postal address at #250 Pogi St., Brgy. Medicion I-A, Imus, Cavite and Lot 67 Blk 29, Wellington Tanza Residences, Phase 2, Brgy. Tres Cruces, Tanza, Cavite to satisfy the mortgage indebtedness which as of 22 March 2023 amounts FIVE HUNDRED SIXTY NINE THOUSAND EIGHT HUNDRED FIFTY FOUR PESOS AND 74/100 (P569,854.74), excluding penalties, charges, attorney's fees and expenses of foreclosure, the undersigned Sheriff will sell at public auction on 03 AUGUST 2023 at 10:00 o'clock in the morning until 12 noon at the main entrance of the Government Center Building located at the Provincial Capitol Compound, Trece Martires City, to the highest bidder for CASH and in Philippine Currency the following described property with all the improvements thereon, to wit:

TRANSFER CERTIFICATE OF TITLE
NO. 057-2017042866

LOT NO.67 BLOCK.NO. 29 PLAN NO: PCS-04-028445
PORTION OF: LOTS 1, 2, 3, & 4 (LRA) PCS-31859 & LOTS 3731, 3732, & 3733, FLS-2424;
LOCATION: BARANGAY OF TRES CRUCES, MUNICIPALITY OF TANZA, PROVINCE OF CAVITE, ISLAND OF LUZON
BOUNDARIES:
LINE DIRECTION ADJOINING LOT(S)
1-2 SW LOT 66, BLOCK 29, PCS-04-028445
2-3 NW ROAD LOT 37, PCS-04-028445
3-4 NE LOT 68, BLOCK 29, PCS-04-028445
4-1 SE LOT 13, BLOCK 29, PCS-04-028445
AREA: THIRTY SIX SQUARE METERS (36), MORE OR LESS

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 and time, it shall be held on 07 AUGUST 2023 without further notice.

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

Trece Martires City, 27 JUNE 2023

(sgd.) ANDRES B. ESPINA
Sheriff IV

Copy Furnished:
HOME DEVELOPMENT MUTUAL FUND
C/O ATTY. RIZALDY F. DE LEON
BERNALES & ASSOCIATES
Suite 6 Third Floor, A. Francisco Gold Condominium I,
784 EDSA West Kamias District, Quezon City

DONALIE P. REY
#250 Pogi St., Brgy. Medicion I-A, Imus, Cavite
Lot 67 Blk. 29, Wellington Tanza Residences, Phase 2, Brgy. Tres Cruces, Tanza, Cavite

WARNING: It is absolutely prohibited to remove, deface or destroy this Notice of Extra Judicial Sale on or before the date of sale.

REPUBLIC OF THE PHILIPPINES
REGIONAL TRIAL COURT
FOURTH JUDICIAL REGION
OFFICE OF THE CLERK OF COURT
TRECE MARTIRES CITY

SECURITY BANK CORPORATION
Mortgagee,

-versus- FORECLOSURE CASE NO. F-122-23

SPOUSES ALI VENCI ACUEZA
BAGULBAGUL AND MENCHIE AREJOLA
BAGULBAGUL

Mortgagor/s.

NOTICE OF EXTRA-JUDICIAL SALE

Upon Extra-Judicial Petition for Sale under Act 3135, as amended by Act 4118, filed by Mortgagee, SECURITY BANK CORPORATION, with business address at Security Bank Centre Building, 6776 Ayala Avenue, Makati City, against the Mortgagor/s, SPOUSES ALI VENCI ACUEZA BAGULBAGUL AND MENCHIE AREJOLA BAGULBAGUL with residence and postal address at Block 12 Lot 5, Brighton Phase 4, Brgy. Pasong Camachile, General Trias, Cavite and Dela Paz Street, Brgy. San Antonio, Kalayaan, Laguna to satisfy the mortgage indebtedness which as of 30 March 2023 amounts to ONE MILLION EIGHT HUNDRED SEVENTY TWO THOUSAND ONE HUNDRED FORTY FIVE PESOS AND 03/100 (P1,872,145.03), excluding penalties, charges, attorney's fees and expenses of foreclosure, the undersigned Sheriff will sell at public auction on 03 AUGUST 2023 at 10:00 o'clock in the morning until 12:00 noon at the main entrance of the Government Center Building located at the Provincial Capitol Compound, Trece Martires City, to the highest bidder for CASH and in Philippine Currency the following described property with all the improvements thereon, to wit:

TRANSFER CERTIFICATE OF TITLE
NO. 057-2021052209

LOT NO. 5 BLOCK.NO. 12 PLAN NO: PCS-04-032024
PORTION OF: LOT 1830, 1831, 1840, 1841, FRS-04-005699, LOT 1839 FRS-04-006068 ALL OF SFDN ESTATE, LOT 1843-S, BSD-04-002119 (OLT) & BLOCK 25, PCS-04-031781; LRC RECORD NO. 5964 DECREE NO. 4270
LOCATION: BARANGAY OF TAPIA, MUNICIPALITY OF GEN. TRIAS, PROVINCE OF CAVITE, ISLAND OF LUZON
BOUNDARIES:
LINE DIRECTION ADJOINING LOT(S)
1-2 SW LOT 7, BLOCK 12, PCS-04-032024
2-3 NW ROAD LOT 13, PCS-04-032024
3-4 NE LOT 3, BLOCK 12, PCS-04-032024
4-1 SE LOT 6, BLOCK 12, PCS-04-032024
AREA: SIXTY (60) SQUARE METERS, MORE OR LESS

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 and time, it shall be held on 17 AUGUST 2023 without further notice.

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

Trece Martires City, 27 JUNE 2023.

(sgd.) ANDRES B. ESPINA
Sheriff IV

Copy Furnished:
SECURITY BANK CORPORATION
LARIBA PEREZ MANGROBANG MIRALLES
DUMBRIQUE FULGENCIO REGONDOLA
RODRIGUEZ AND AYENTO
4th Floor Security Bank Centre Building 6776 Ayala Avenue, Makati City

SPOUSES ALI VENCI ACUEZA BAGULBAGUL AND MENCHIE AREJOLA BAGULBAGUL
Block 12 Lot 5, Brighton Phase 4, Brgy. Pasong Camachile, General Trias, Cavite
Dela Paz Street, Brgy. San Antonio, Kalayaan, Laguna

WARNING: It is absolutely prohibited to remove, deface or destroy this Notice of Extra Judicial Sale on or before the date of sale.

Ceremonial Signing on Multilateral Agreement on Curfew for Minors



Superintendent), Mr. Epimaco Densing III (Under Secretary for School Infrastructure and Facilities), Mr. Lawrence Anthony Diestro (Commissioner - at - Large, National Youth Commission), ABC Pres. Ramon Bautista , SK pres. Mac Raven Espiritu, PLTCOL Jesson Bombasi, at PCOL Christopher Olazo Provincial Director Cavite.

Dinaluhan naman ito ng mga Department and Unit Heads, Sangguniang Panglungsod Members, Liga ng mga Barangay ,SK Members, Teachers from District 1 and 2 at Barangay Officials from District 1 and 2. Yes to Curfew Hours because WE CARE FOR YOU!(City Government of Bacoor)

Formal ng isinagawa ang Ceremonial Signing on Multilateral Agreement on Curfew for Minors na ginanap sa Old SP Session Hall.

Layunin nito na makapagbigay alarma sa ating mamayan na

pryoridad ng mga namumuno ang kaligtasan ng ating kabataan sa banta ng kapahamakan.

Pinaangunahan naman ng ating 24/7 City Mayor Strike B. Revilla ang MOA signing kasama sina Vice Mayor Rowena

Bautista Mendiola, Atty. Aimee Neri,

Ms. Elizabeth Ocampo (Non Academic personnel of public records), Dr. Emiliana Ugalde (Head CSWD), Dr. Babylyn Ambid (OIC School Division

VALIDATION SET 12D PARA SA MGA MAARING MAGING BENEPISYARYO NG 4PS SA BAYAN NG NAIC



Sa patuloy na inisyatibo ng Municipal Social Welfare and Development Office ng Naic ay muling nagkaroon ng Validation ng Set 12D upang mapabilang sa mga potensyal na maging bagong Benepisyaryo ng Pantawid Pamilyang Pilipino Program (4Ps).

TANDAAN: Ito po ay inisyal na pagsusuri pa lamang ng ating Pamahalaang Bayan kahit sila ay dumaan na sa interview ngunit hindi naman pumasa sa Proxy Means Test (PMT) o hindi lumabas na sila ay mahirap wala padin silang pagkakataon na maging 4Ps Beneficiaries.(Municipality of Naic)

TULONG PINANSYAL PARA SA MGA IMUSEÑO!



Nagsagawa si Congressman Adrian Jay "AJ" Advincula muli ng pay-out ngayong araw para sa ating mga kababayan na nangangailangan ng medical at burial assistance.

Sa ating pakikipagtulungan sa tanggapan ng Department of Social Welfare and Development, tayo po ay nakapagbigay ng tulong pinansyal sa 408 nating mga kababayan.

Ang inyong lingkod

ay instrumento lamang po ng pagtulong para sa bawat Imuseño. Kaya naman sinisikap ko pong maibigay ang mga proyekto at programa, para mas maramdaman po ninyo ang pondo na nakalaan para sa ating

distrito.

Salamat po sa inyong buong-pusong suporta at pagtitiwala. Sama-sama po tayo sa patuloy na pag-angat ng ating mahal na Lungsod ng Imus.(Adrian Jay "AJ" Advincula fb page)



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.