

AGREEMENT FOR TRANSFER OF POST-DATED CHECK(S)

RIZAL COMMERCIAL BANKING CORPORATION

For value received, I/we hereby transfer, negotiate, set over, deliver and indorse to you, your successors and assigns, the post-dated check(s), hereinafter (collectively) called "Check(s)" listed or described below:

BANK	CHECK NO.	DATE	AMOUNT

together with all sums owing or to become due thereon and all our rights, powers, liens, remedies and incidents thereto, including but not limited to all our rights and remedies to the collateral contracts and securities relating to the Check(s).
In connection with the transfer or negotiation of the Check(s) to you, we hereby confirm, undertake, warrant, and agree as follows:

- Entries have been made in my/our books disclosing the absolute and unconditional transfer of the check(s) to you.
- I/We have made no prior transfer, negotiation, assignment thereof or any other encumbrance thereon.
- I/We will immediately advise you, as agreed herein, of any occurrence that may, in any way, impair the validity of the Check(s) or tend to reduce the amount(s) thereof.
- I/We are aware of our warranties and liabilities to you as endorser(s) of the Check(s).
- I/We hereby warrant that we are of legal age, with full capacity to contract, if (an) individual(s), or duly authorized and empowered to contract, if a corporation, partnership or other entity.
- Presentment for payment, presentment for acceptance, notice of dishonor, protest and all other rights under applicable laws and regulations are hereby waived.
- In case of non-payment or dishonor of the Check(s) due to forgery or nullity thereof, or a stop-payment order thereon, or any other reason, I/we shall pay, upon demand, the face amount(s) of the Check(s), with interest at _____ per cent (_____ %) per annum, computed from the respective date(s) of the Check(s) until all amounts due are fully paid, plus penalty at _____ per cent (_____ %) per annum and your expenses for collection.
- In case the Check(s) is/are returned to you after it/they is/are paid due to forgery, alteration, or any other defect thereof, I/we shall immediately pay you the face amount(s) of the Check(s), upon demand, with interest at _____ per cent (_____ %) per annum, computed from the date(s) said amount(s) are charged back to you, or the date your account is debited for the amount(s) thereof, plus penalty at _____ per cent (_____ %) per annum and your expenses for collection.
- In case of non-payment, upon demand, of my/our obligations hereunder or any other transaction I/we have with you now or hereafter, or in the event of my/our death (for individuals) or cessation of business operations (for corporations, partnerships, or other entities), or in case of any breach of my/our warranties, you are hereby authorized:
 - to apply immediately to the payment of said obligations all my/our moneys with you, on deposit or otherwise; and/or
 - in case death or cessation of business operations occurs before the date(s) of the Check(s), to immediately charge the amount(s) thereof plus interest and charges thereon, if any, against said moneys, which charge for the amount(s) of the Check(s) shall be released upon payment by the drawee bank(s) of said Check(s); and/or
 - to sell, by public or private sale, at such price and terms, deemed best by you, all my/our securities and things of value which may be in your hand on deposit or otherwise, and apply the net proceeds from said sale (after deducting the amounts for taxes, fees and other related expenses) to the payment of said obligations, or charge against the net proceeds the amount(s) of the Check(s) plus interest and charges thereon, as provided in item 9(b) above, as the case may be.
- Should there be any deficiency after the application of payment provided herein, said deficiency shall immediately be paid upon demand.
- All rights, remedies, and powers granted to you hereunder or under the law shall be cumulative and may be exercised, singly or concurrently, on any one or more occasions, and shall include, among others, the right to a court injunction to restrain a breach or threatened breach by me/us under this letter-agreement.
- No delay or omission on your part in exercising any right hereunder or under the law shall operate as a waiver of such right or any other rights.
- All actions arising from the transaction shall be brought in the proper courts of Metro Manila or in the place of your payment of the value of the Check(s), at your option. I/We hereby submit myself/ourselves to the jurisdiction of the proper courts of Metro Manila or the place of your payment of the value of the Check(s), as the case may be.
- In case it shall be necessary to utilize the services of a lawyer to enforce collection of my/our obligations, I/we shall pay the Bank the sum equivalent to 20% of the amount due as attorney's fees, but in no case less than Five Thousand Pesos (P5,000.00). I/We shall also pay the Bank all costs and expenses for collection, whether or not the services of a lawyer are utilized or court action is instituted.
- We agree that should any of the stipulations herein be held invalid, the legality and enforceability of the remaining stipulations shall not in any way be affected or impaired.
- It is understood, that all collateral contracts and securities in my/our favor relating to the Check(s) are transferred to you upon my/our negotiations of the Check(s) in your favor.

Very truly yours,

For Corporations:

By:

For Individuals:

Signed in the Presence of:

REPUBLIC OF THE PHILIPPINES)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the abovenamed locality, personally appeared the following, with their respective Residence Certificates to wit: _____

Name

Res. Cert. No.

Date/Place of Issue

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

I FURTHER CERTIFY that this instrument refers to an Agreement for Transfer of Post-dated Check(s) consisting of _____ (_____) pages including this page wherein the acknowledgment is written and signed by the herein parties and their instrumental witnesses on all pages.

WITNESS MY HAND AND SEAL on this _____ day of _____, 19____ at _____, Philippines.

Doc. No. _____
Page No. _____
Book No. _____
Series of 19____
11-LD-31 (1999) TAPP

Notary Public
Until December 31, 19____
PTR No. _____
Issued at _____
Issued on _____



DISCLOSURE STATEMENT ON LOAN/CREDIT TRANSACTION
(As Required under R.A. 3765: Truth in Lending Act)

NAME OF BORROWER _____

ADDRESS: _____

1. LOAN GRANTED (Amount to be financed) _____ P _____ (A)
2. FINANCE CHARGES: _____ Not Deducted _____ Deducted _____
From _____ From _____

Proceeds of Loans

a. Interest _____ % p.a. from _____ to _____ P _____
() Simple () Monthly
() Compound () Quarterly
() Semi-Annual
() Annual

b. Non-Interest charges _____
c. Commitment fee _____
d. Guarantee fee _____
e. Other charges incidental to the extension of credit (Specify) _____

Total Finance Charges _____ P _____ (B)
3. NON-FINANCE CHARGES _____ P _____

a. Insurance Premium _____ P _____
b. Taxes _____
c. Documentary Stamps _____
d. Notarial fees _____
e. Others (Specify) _____

Total Non-Finance Charges _____ P _____ (C)
4. TOTAL DEDUCTIONS FROM PROCEEDS OF LOAN (B plus C) _____ P _____ (D)

5. NET PROCEEDS OF LOAN (A Less D) _____
6. PERCENTAGE OF FINANCE CHARGES TO TOTAL AMOUNT FINANCED (Computed in accordance with Sec. 2(i) of CB Circular 158) _____ %

7. EFFECTIVE INTEREST RATE _____ % p.a.
(Method of computation attached)

8. SCHEDULE OF PAYMENT

a. Single payment due on _____ P _____ (Date)
b. Installment Information
Payable in _____ Installment(s)
(no. of payments) (payment frequency)
c. Payment Details

9. COLLATERAL

This loan is ☐ unsecured ☐ secured wholly/partly by ☐ real estate ☐ government securities ☐ chattels
Per Deed dated _____

10. ADDITIONAL CHARGES IN CASE CERTAIN STIPULATIONS ARE NOT MET BY THE BORROWER

NATURE	AMOUNT/PERCENTAGE
a. Penalty _____ (_____ %)	_____
b. Others (Specify) _____	_____

CERTIFIED CORRECT:

(Signature of Creditor/Authorized Representative Over Printed Name & Position)

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT PRIOR TO THE CONSUMMATION OF THE CREDIT TRANSACTION AND THAT I UNDERSTAND AND FULLY AGREE TO THE TERMS AND CONDITIONS THEREOF.

DATE _____

(Signature of Borrower Over Printed Name)

NOTICE TO BORROWER: YOU ARE ENTITLED TO A COPY OF THIS PAPER WHICH YOU SHALL SIGN.