

KNOW ALL MEN THESE PRESENTS:

Reference PN# \_\_\_\_\_ Date \_\_\_\_\_

That We/I all of legal age, Filipino/s, do hereby guaranty to pay loan/s of the principal debtor/maker named below and for this purpose, we expressly hereby authorized Barangka Credit Cooperative (BCC) to automatically debit an amount equivalent to seventy percent (70%) per month of our respective deposits with BCC as well as an amount equivalent to seventy percent (70%) of our respective monthly incomes from our employer/s/business and to credit the said amounts as payment to BCC of the loan/s specified below until the same is fully paid.

- a. \_\_\_\_\_ Monthly Net Income/Deposits \_\_\_\_\_ Contact nos. \_\_\_\_\_
- b. \_\_\_\_\_ Monthly Net Income \_\_\_\_\_ Contact nos. \_\_\_\_\_
- c. \_\_\_\_\_ Monthly Net Income \_\_\_\_\_ Contact nos. \_\_\_\_\_
- d. \_\_\_\_\_ Monthly Net Income \_\_\_\_\_ Contact nos. \_\_\_\_\_

1. That i hereby expressly waive the benefits of excussion under Art. 2058, to 2065 of the code which states as follow:  
Art. 2058 "The guarantor cannot be compelled to pay the creditor unless the latter has exhausted all the property of the debtor, and has resorted to all legal remedies against the debtor.(1830a) "Art. 2059" This excussion shall not take place:  
(1) If the guarantor has expressly renounced it;  
(2) If he has bound himself solidarily with the debtor,  
(3) In case of insolvency of the debtor,  
(4) When he has absconded, or cannot be sued within the Philippines unless he has left a manager or representative;  
(5) If it may be presumed that an execution on the property of the principal debtor would not result in the satisfaction of the obligation (1831a).  
Art. 2060" in order that the guarantor may make use of the benefit of excussion he must set ut up against the credit upon the latter's demand for payment from him and point out to the creditor available property of the debtor within Philippine territory, sufficient to cover the amount of debt.  
Art. 2061" The guarantor having fulfilled all conditions required in the preceding article, the credit who is negligent in exhausting the property pointed out shall suffer the loss, to the extend of said property, for the insolvency of the debtor resulting from such negligence (1833a).  
Art. 2062" In every action by the creditor, which must be against the principal debtor alone, except in the cases mentioned in article 2059, the former shall ask the court to notify the guarantor of the action.  
The guarantor may appear so that he may, if he so desire, set up such defense as are granted him by the law. The benefit of excussion mentioned in article 2058 Shall always be unpaired, even if judgment should be rendered against the principal debtor and the guarantor in case of appearance by the latter (1835a).  
Art. 2063" A compromise between the creditor and the principal debtor and the guarantor but does not prejudice the principal debtor (1835a).  
Art. 2065" A should there be several guarantors of onyl one debtor and for the same debt; the obligation to answer for the same divided among all. The creditor cannot claim from the guarantor except the shares which they are respectively bound to pay, unless solidarity has been expressly stipulated.  
The benefit of division against the co-guarantors ceases in the same case and for the same reasons the benefit of excussion against the principal debtor (1837).

2. THAT We/I hereby guaranty the payment of the debts of the following principal debtor/Maker until fully paid;
- |    | NAME             | AMOUNT PER MONTH                                       |
|----|------------------|--|
| a. | _____            | PHP._____ plus interest of ____%/annum, fines 2%/month |
| b. | _____            | PHP._____ plus interest of ____%/annum, fines 2%/month |
| c. | _____            | PHP._____ plus interest of ____%/annum, fines 2%/month |
| d. | _____            | PHP._____ plus interest of ____%/annum, fines 2%/month |
|    | TOTAL PHP. _____ |  |

We are executing and affixing our signatures over printed name to prove that we fully understood and have read this instrument;

_____	_____	_____
BCC Member /Maker (Print & Sign Above)	# St. Name/Blk.#Lot#/Purok#	Barangay/ Town, City
_____	_____	_____
Guarantor/Co-Maker/Member of the Family (Print and Sign above)	# St. Name/Blk.#Lot#/Purok#	Barangay/ Town, City
_____	_____	_____
Guarantor/Co-Maker/Member of the Family (Print and Sign above)	# St. Name/Blk.#Lot#/Purok#	Barangay/ Town, City
_____	_____	_____
Guarantor/Co-Maker/Member of the Family (Print and Sign above)	# St. Name/Blk.#Lot#/Purok#	Barangay/ Town, City
_____	_____	_____
Guarantor/Co-Maker/Member of the Family (Print and Sign above)	# St. Name/Blk.#Lot#/Purok#	Barangay/ Town, City
_____	_____	_____
(Witness)	(Witness)	

ACKNOWLEDGEMENT

Republic of the Philippines)  
Marikina City ) S.S.

BEFORE ME, a Notary Public for and in Marikina City, this \_\_\_\_ day of \_\_\_\_\_,\_\_\_\_\_, personally appeared the parties, both known to me and to me known to be the same persons who executed the foregoing instrument and presented to me competent proof of their identities, and they acknowledged the same to be their free act and deed.

WITNESS MY HAND AND SEAL

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

Notary Public