

**EXTRA-JUDICIAL SETTLEMENT OF ESTATE WITH
SPECIAL POWER OF ATTORNEY**

KNOWN ALL MEN BY THESE PRESENTS:

This Extra-Judicial Settlement of Estate with Special Power of Attorney is entered by and between:

_____ of legal age, Filipino, single/married to
_____ with address at _____.

_____, of legal age, Filipino, single/married to
_____ with address at _____.

WITNESSETH:

Whereas, the above named parties are the only surviving legal heirs of _____, who died on _____ at _____, married to _____ who died on _____ at _____ (hereafter, the "Decedents"), being the legitimate child/children of the decedents (A copy of the respective death certificate/s of the Decedent/s is/are attached as Annex "A");

Whereas, the Decedent/s died without leaving any last will and testament and likewise without any debts or obligations whatsoever;

Whereas, the Decedent/s left a parcel of land, situated in _____, covered by an Original/Transfer Certificate of Title No. _____ of the Registry of Deeds for _____ and is more particularly described as follows:

Original/Transfer Certificate of Title No: _____

(Technical Description)

Whereas, it is to the best interests of the parties hereto to divide, partition, and adjudicate among themselves the entire estate, particularly the properties described above extra-judicially in the manner and form hereinafter set forth;

Now, in consideration of the foregoing premises, the following are covenanted:

1. Invoking the provisions of Section 1, Rule 74, of the Rules of Court, the parties do by these presents agree to divide the entire estate left by the decedents, as follows:

a. All of the above described properties are hereby adjudicated to and among the heirs in accordance with the provisions of law and in equal ratio *pro indiviso*;

- b. That the foregoing divisions, partitions, and adjudications shall be subject to contingent liabilities to creditors, or other persons who might have been deprived of lawful participation in the estate of the Decedent/s, for a period of two years from and after the settlement and distribution thereof, in accordance with the provision of Section 4, Rule 74 of the Rules of the Court; and
 - c. That in the remote event that any other property of the Decedent should ever be found which is not included hereinabove, the parties hereto further agree as they do so agree to settle and distribute the same in like manner and proportion as herein established and disposed.
2. The parties likewise hereby name, constitute and appoint _____, as their true and lawful attorney-in-fact, for them and in their names, place and stead, to do any and all of the following acts and deeds:
- a. To pay for any and all taxes, fees and assessments on the estate of the Decedent, as well as any and all taxes, fees, and assessments on the sale, lease, and/or encumbrance on the properties belonging to the estate of the Decedents;
 - b. To sign, execute and deliver any and all agreements, deeds, contracts and documents and in general to do any and all acts or deeds which are proper, necessary or required to implement and give full force and effect to the foregoing.

The parties hereby GIVE and GRANT unto the said ATTORNEY-IN-FACT full power and authority to do and perform all and every act and deed whatsoever requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as they may lawfully do if personally present with all the power of substitution or revocation and hereby RATIFYING and CONFORMING all that their ATTORNEY-IN-FACT can lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands at _____, on this _____ day of _____ 20____.

Heirs

Heirs

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

_____) SS.

BEFORE ME, a Notary Public for and in _____, Metro Manila, on this _____ day _____, 20____, personally appeared:

NAMES

GOVERNMENT ID

WITNESS MY HAND AND SEAL

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20 _____.

Notary Public