

MINA' TRENTAI UNU NA LIHESLATURAN GUÅHAN
2012 (SECOND) Regular Session

2012 JAN 27 14:45
MUN

Bill No. 411-31 (Cor)

Introduced by:

T. R Muña Barnes

AN ACT TO AUTHORIZE *I MAGA'LAHEN GUÅHAN* TO TRANSFER ABANDONED PROPERTIES LOCATED WITHIN TRACT NUMBER 1113 ALSO KNOWN AS THE SAGAN LINAHYAN SUBDIVISION, FROM THE *DIPÅTTAMENTON MINANEHAN TÅNO'* (DEPARTMENT OF LAND MANAGEMENT) TO THE GUAM HOUSING CORPORATION FOR THE PURPOSE OF AFFORDABLE HOUSING

1 **BE IT ENACTED BY THE PEOPLE OF GUAM:**

2 **Section 1. Legislative Findings.** *I Liheslaturan Guåhan* finds that
3 Public Laws 21-60, 21-72, and 21-146, gave the Department of Land
4 Management the authority to transfer certain property belonging to the
5 Government of Guam to qualified individuals for residential use. Pursuant
6 to this authority, the Government entered into various conditional contracts
7 to deed residential property. By the terms of these contracts, if the
8 qualifying individuals paid to the Government the amount of \$2500.00,
9 amortized over a ten year period, they would receive a deed to the property
10 in fee simple.

11 *I Liheslaturan Guåhan* further finds that while the program is in many
12 respects successful, it is also true that some qualifying individuals were
13 unable to meet their obligations under the contracts. Accordingly, as a result
14 of default, at least ten of these conditional contracts to deed were terminated.

1 These various residential properties have now come back to the Government
2 of Guam.

3 *I Liheslaturan Guåhan* further finds that there still exists an urgent
4 need to increase the inventory of safe, affordable housing for low and
5 moderate income families on Guam. *I Liheslaturan Guåhan* is aware that
6 the mission of the Guam Housing Corporation is to address these very needs
7 and that it is therefore desirable that these ten parcels be transferred to the
8 Guam Housing Corporation for its use and administration.

9 **Section 2. Approved transfer.** Notwithstanding any other
10 provision of law and pursuant to §60112 of Chapter 60 of Title 21 Guam
11 Code Annotated, *I Maga'lahaen Guåhan* is hereby authorized to transfer the
12 below described parcels of real property located within the Sagan Linahyan
13 Subdivision, Dededo, Guam, from the Department of Land Management to
14 the Guam Housing Corporation; the Guam Housing Corporation to possess
15 and own each and all of them in fee simple absolute;

16 (a) Lot No. 5, Block No. 10, Tract No. 1113, GOV/FEMA
17 Emergency Housing Project, Government of Guam Subdivision,
18 Municipality of Dededo, containing an area 603± square meters or
19 6,487± square feet, as shown on a map prepared by Land
20 Management, No. I4-94T561, L.M. Check No. 214FY94, Subdivision
21 Survey Map of Tract 1113, formerly Lot No. 10125-11-1, recorded
22 under Document No. 503994, Certificates of Title No. 35085, Estate
23 No. 22092 together with a three (3) bedroom structure. Water and
24 power (electricity) and sewer are immediately available or within a
25 distance of 100 feet from the property.

26 (b) Lot No. 12, Block No. 12, Tract No. 1113, GOV/FEMA
27 Emergency Housing Project, Government of Guam Subdivision,

1 Municipality of Dededo, containing an area 564± square meters or
2 6,068± square feet, as shown on a map prepared by Land
3 Management, No. I4-94T561, L.M. Check No. 214FY94 Subdivision
4 Survey Map of Tract 1113, formerly Lot No. 10125-11-1, recorded
5 under Document No. 503994, Certificates of Title No. 35085, Estate
6 No. 22092 together with a three (3) bedroom structure. Water and
7 power (electricity) and sewer are immediately available or within a
8 distance of 100 feet from the property.

9 (c) Lot No. 14, Block No. 12, Tract No. 1113, GOV/FEMA
10 Emergency Housing Project, Government of Guam Subdivision,
11 Municipality of Dededo, containing an area 564± square meters or
12 6,068± square feet , as shown on a map prepared by Land
13 Management, No. I4-94T561, L.M. Check No. 214FY94, Subdivision
14 Survey Map of tract 1113, formerly lot No. 10125-11-1, recorded
15 under Document No. 503994, Certificates of Title No. 35085, Estate
16 No. 22092 together with a three (3) bedroom structure. Water and
17 power (electricity) and sewer are immediately available or within a
18 distance of 100 feet from the property.

19 (d) Lot No. 17, Block No. 12, Tract No. 1113, GOV/FEMA
20 Emergency Housing Project, Government of Guam Subdivision,
21 Municipality of Dededo, containing an area 564± square meters or
22 6,068± square feet, as shown on a map prepared by Land
23 Management, No. I4-94T561, L.M. Check No. 214FY94, Subdivision
24 Survey Map of Tract 1113, formerly Lot No. 10125-11-1, recorded
25 under Document No. 503994, Certificates of Title No. 35085, Estate
26 No. 22092 together with a one (1) bedroom structure. Water and

1 power (electricity) and sewer are immediately available or within a
2 distance of 100 feet from the property.

3 (e) Lot No. 21, Block No. 12, Tract No. 1113, GOV/FEMA
4 Emergency Housing Project, Government of Guam Subdivision,
5 Municipality of Dededo, containing an area 564± square meters or
6 6,068± square feet, as shown on a map prepared by Land
7 Management, No. I4-94T561, L.M. Check No. 214FY94, Subdivision
8 Survey Map of Tract 1113, formerly Lot No. 10125-11-1, recorded
9 under Document No. 503994, Certificates of Title No. 35085, Estate
10 No. 22092 together with a one (1) bedroom structure. Water and
11 power (electricity) and sewer are immediately available or within a
12 distance of 100 feet from the property.

13 (f) Lot No. 14, Block No. 7, Tract No. 1113, GOV/FEMA
14 Emergency Housing Project, Government of Guam Subdivision,
15 Municipality of Dededo, containing an area 529± square meters or
16 5,698± square feet, as shown on a map prepared by Land
17 Management, No. I4-94T561, L.M. Check No. 214FY94, Subdivision
18 Survey Map of Tract 1113, formerly Lot No. 10125-11-1, recorded
19 under Document No. 503994, Certificates of Title No. 35085, Estate
20 No. 22092 together with a one (1) bedroom structure. Water and
21 power (electricity) and sewer are immediately available or within a
22 distance of 100 feet from the property.

23 (g) Lot No. 18, Block No. 7, Tract No. 1113, GOV/FEMA
24 Emergency Housing Project, Government of Guam Subdivision,
25 Municipality of Dededo, containing an area 482± square meters or
26 5,189± square feet, as shown on a map prepared by Land
27 Management, No. I4-94T561, L.M. Check No. 214FY94, Subdivision

1 Survey Map of Tract 1113, formerly Lot No. 10125-11-1, recorded
2 under Document No. 503994, Certificates of Title No. 35085, Estate
3 No. 22092 together with a one (1) bedroom structure. Water and
4 power (electricity) and sewer are immediately available or within a
5 distance of 100 feet from the property.

6 (h) Lot No. 1, Block No. 8, Tract No. 1113, GOV/FEMA Emergency
7 Housing Project, Government of Guam Subdivision, Municipality of
8 Dededo, containing an area 624± square meters or 6,719± square feet,
9 as shown on a map prepared by Land Management, No. I4-94T561,
10 L.M. Check No. 214FY94, Subdivision Survey Map of Tract 1113,
11 formerly Lot No. 10125-11-1, recorded under Document No. 503994,
12 Certificates of Title No. 35085, Estate No. 22092 together with a three
13 (3) bedroom structure. Water and power (electricity) and sewer are
14 immediately available or within a distance of 100 feet from the
15 property.

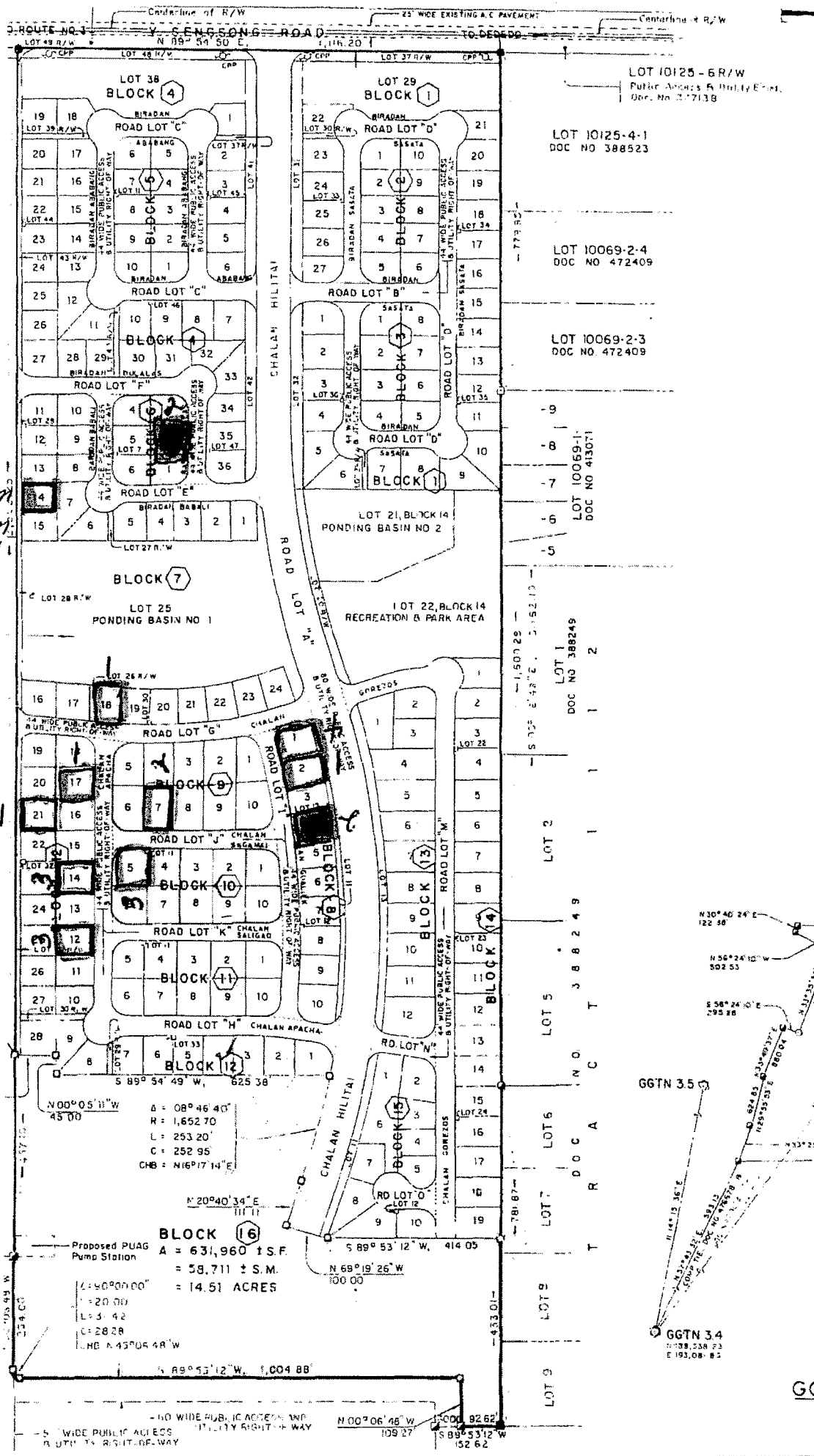
16 (i) Lot No. 2, Block No. 8, Tract No. 1113, GOV/FEMA Emergency
17 Housing Project, Government of Guam Subdivision, Municipality of
18 Dededo, containing an area 552± square meters or 5,947± square feet,
19 as shown on a map prepared by Land Management, No. I4-94T561,
20 L.M. Check No. 214FY94, Subdivision Survey Map of Tract 1113,
21 formerly Lot No. 10125-11-1, recorded under Document No. 503994,
22 Certificates of Title No. 35085, Estate No. 22092 together with a one
23 (1) bedroom structure. Water and power (electricity) and sewer are
24 immediately available or within a distance of 100 feet from the
25 property.

26 (j) Lot No. 7, Block No. 9, Tract No. 1113, GOV/FEMA Emergency
27 Housing Project, Government of Guam Subdivision, Municipality of

1 Dededo, containing an area 661± square meters or 7,112± square feet,
2 as shown on a map prepared by Land Management, No. I4-94T561,
3 L.M. Check No. 214FY94, Subdivision Survey Map of Tract 1113,
4 formerly Lot No. 10125-11-1, recorded under Document No. 503994,
5 Certificates of Title No. 35085, Estate No. 22092 together with a two
6 (2) bedroom structure. Water and power (electricity) and sewer are
7 immediately available or within a distance of 100 feet from the
8 property.

9 **Section 3. Property Use.** The Guam Housing Corporation is
10 authorized to employ or use property herein transferred in any manner not
11 inconsistent with Chapter 4 of Guam Code Annotated Title 12.

12 **Section 4. Effective Date.** This Act shall be effective upon
13 enactment into law.



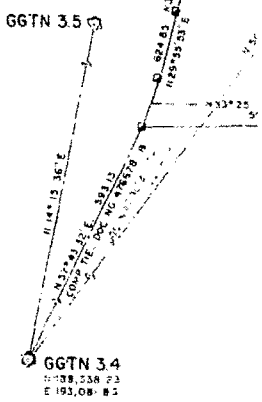
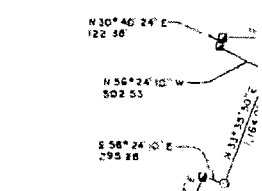
2 BEDROOM
2 BEDROOM
EXTENSION
WITH TIN
ROOF

$\Delta = 08^{\circ}46'40''$
 $R = 1,652.70$
 $L = 253.20'$
 $C = 252.95$
 $CHB = N16^{\circ}17'14''E$

BLOCK 16
 $A = 631,960$ T.S.F.
 $= 58,711 \pm$ S.M.
 $= 14.51$ ACRES

Proposed PUAG
 Pump Station

$4:50^{\circ}00'00''$
 $L = 20.00$
 $L = 31.42$
 $C = 28.28$
 $CHB = N43^{\circ}04'48''W$



GG

Island of Guam, Government of Guam
Department of Land Management Office of the Recorder

File for Record, Instrument No. **828556**

On the Year 11 Month 11 Day 01 Time 12:39

Recording Fee **DE-OFFICIO** Receipt No. _____

Deputy Recorder [Signature] Manqaw

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

TERMINATION OF CONDITIONAL CONTRACT TO DEED

WHEREAS, the GOVERNMENT OF GUAM, SELLER, and **Jesus Zamora Castro and Rosalia M. Castro**, PURCHASERS, entered into a Conditional Contract to Deed on the 22 day of August 1994, to purchase the following described property:

Lot No. 17, Block No.12, Tract No. 1113, GOV/FEMA Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo, containing an area 564± square meters or 6,068± square feet, as shown on map prepared by Land Management No. I4-94T561, L.M. Check No. 214FY94, Subdivision Survey Map of Tract 1113, formerly Lot No. 10125-11-1, recorded under Document No. 503994, Certificates of Title No. 35085, Estate No. 22092 together with a One (1) bedroom structure. Water and power (electricity) and sewer are immediately available or within a distance of 100 feet from the property.

WHEREAS, the PURCHASERS agreed to purchase the property for Two Thousand Five Hundred Dollars (\$2,500.00) on August 22, 1994. The PURCHASERS paid the ten percent (10%) down payment of the agreed purchase price. The remaining balance to be paid annually starting on March 11, 1995 and expires on March 11, 2004.

WHEREAS, the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) has been applied to the principal due under the Conditional Contract to Deed, and shall be retained by the Government as liquidated damages.

In accordance with Section 4 of the Conditional Contract to Deed attached as EXHIBIT "A", pursuant to Public Law 21-60, 21-72 & 21-146, I, **Monte Mafnas**, the Acting Director of Land Management exercises the right to terminate the *unrecorded* Conditional Contract To Deed executed by the Governor Joseph F. Ada on August 22, 1994 and enter upon and take possession of the premises.

GOVERNMENT OF GUAM:

Monte Mafnas

Monte Mafnas, Acting Director
Department of Land Management

Date: 10-28-11

ACKNOWLEDGEMENT

CITY OF TAMUNING) ss

On this 31st day of October, 2011, before me the undersigned notary, personally appeared **Monte Mafnas**, Acting Director, Department of Land Management, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Tamuning, Guam the day and year first above written.

Teresita A.C. Toves

NOTARY

TERESITA A.C. TOVES
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **Aug. 03, 2013**
P. O. Box 2950 Hagatna, Guam 96932

CONDITIONAL CONTRACT TO DEED

THIS AGREEMENT, entered into this 22nd day of August, 1994, by the GOVERNMENT OF GUAM, hereinafter known as the GOVERNMENT and JESUS ZAMORA CASTRO and ROSALIA M. CASTRO, Husband and Wife, Community Property; S/S Nos. 586-03-5554 and 586-70-3921; P.O. Box 26491, GMF, Barrigada, Guam 96921, residents of Guam, Municipality of DEDEDO, hereinafter known as the PURCHASERS.

WITNESSETH:

WHEREAS, the GOVERNMENT is the owner of certain property located in the Municipality of DEDEDO, Guam, hereinafter known as the premises, more particularly described as follows:

Lot No. 17, Block No. 12, Tract No. 1113, Gov/Fema Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo containing an area of 564± Square Meters or 6,068± Square Feet as shown on MAP L.M. Check No. 214FY94, Drawing No. I4-94T561, Recorded under Document No. 503994, together with a one (1) bedroom structure. Water, power (Electricity), and sewer are immediately available or within a distance of 100 feet from the property.

WHEREAS, the PURCHASERS have fulfilled the statutory and regulatory prerequisites to the acquisition of and from the GOVERNMENT OF GUAM.

NOW THEREFORE, the PURCHASERS and the GOVERNMENT agrees as follows:

Interest payment is an additional amount that is due at same time as the principal amount.

This amount will vary depending upon when payment is made.

1. That the total purchase price is TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) payable as follows:

The down payment of TWO HUNDRED FIFTY DOLLARS (\$250.00) which constitutes Ten Percent (10%) of the agreed purchase price, receipt of which is hereby acknowledged; and the balance of the principal as follows:

On 3/11/95	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/11/96	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/11/97	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/11/98	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/11/99	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/11/2000	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/11/2001	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/11/2002	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/11/2003	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/11/2004	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)

EXHIBIT A Page 1 of 6

CONDITIONAL CONTRACT TO DEED - Jesus Zamora Castro
Rosalia M. Castro

The PURCHASERS shall pay interest on the unpaid balance at the rate of Six Percent (6%) per year, with accrued interest due and payable at the time of principal payments on the unpaid balance.

The PURCHASERS shall have the right to make payments at anytime before payments become due, with the total amount of interest due reduced accordingly, provided, that the amount paid at any given time equals or exceeds the amount of the principal due in the next installment plus any interest due at the time payment is made.

2. The PURCHASERS may immediately occupy the premises. The PURCHASERS agree to permit no waste upon the premises and to pay all taxes and assessments thereon.

3. Because this contract is available only to persons eligible under the applicable laws and regulations, the GOVERNMENT shall have the right of first refusal, as provided for in Section 7 of this contract.

4. All payments due, including interest and any other charges, under this contract must be made to the GOVERNMENT. If the PURCHASERS fail to meet any payment obligations under this contract on the dates established herein, whether the unpaid obligation constitutes interest or principal, the PURCHASERS shall be in default. Upon failure to cure such default within three (3) months after the due date of any payment, the Director of Land Management may terminate the contract and enter upon to take possession of the premises. Upon recovery of possession, the Director shall retain all payments made as liquidated damages. In the case of hardship, the Director may grant an extension of time as any payment or payments due, but in no case shall such extension be for a period of two (2) years.

CONDITIONAL CONTRACT TO DEED - Jesus Zamora Castro
Rosalia M. Castro

5. The PURCHASERS must use the premises for residential purposes only. PURCHASERS must, within three (3) years of the availability of water and power by the government for immediate residential usage construct a residential building on the premises, in conformity with the residential construction requirements of the Department of Public Works in effect at the time of construction. The residence constructed on the premises must be regularly occupied by members of the immediate family PURCHASERS and no others.

6. The title to the premises shall remain in the GOVERNMENT until the completion of the above conditions. Upon such completion, the GOVERNMENT agrees to deliver to the PURCHASERS fee simple title to the premises with the following reservations:

a. All rights title and interest in, and to adjoining streets and alleyways shall be specifically reserved to the GOVERNMENT.

b. The Government will reserve for itself easements and right-of-way, in perpetuity, in, under, through, over and across the above described parcel of land, except where the residence is actually located, for the purpose at any time, of constructing, placing, maintaining, repairing and operating sewage, drainage, and utility lines of any nature whatsoever, together with all rights and privileges, including the rights of ingress to and from the parcel of land inherent in the use and exercise of such easements and rights-of-way, and including the right to make reasonable changes and alterations in connection with the locations, sizes or types of said sewage, drainage, or utility lines as the GOVERNMENT may from time to time, in its sole discretion, deem appropriate.

CONDITIONAL CONTRACT TO DEED - Jesus Zamora Castro
Rosalia M. Castro

c. The GOVERNMENT will reserve for itself water and mineral rights in the property.

d. The deed shall contain a restriction prohibiting the sale, assignment, lease or transfer, or any other alienation of the property, or any interest therein, within a period of TEN (10) years from the date of delivery of the deed unless the PURCHASERS receive prior written approval of such transaction from the Governor of Guam. The restriction on alienation shall provide that any transaction in violation thereof shall result in the immediate reversion to the GOVERNMENT of all right, title, and interest to the premises.

7. Government's First Right of Refusal. In the event an original purchaser desires to sell his or her title, right and interest in any lot purchased under this Act within ten (10) years of the original date of purchase, the Government of Guam shall have the first right of refusal. The original purchaser shall declare to the government, no less than one hundred twenty (120) days prior to the intended sale, any intent to sell such lot and the government of Guam shall either waive its right or give notice of its intent to exercise the right of first refusal, within thirty (30) days of notification by the original purchaser.

This Conditional Contract to Deed is not binding until the final approval of the Governor.

IN WITNESS WHEREOF, we have executed this Contract on the dates below written.

GOVERNMENT OF GUAM



F.L.G. CASTRO, Director
Department of Land Management

Date: 7/25/94

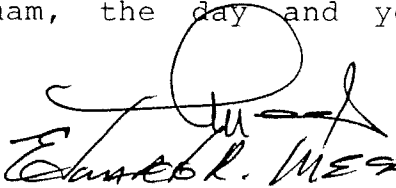
Conditional Contract to Deed - Jesus Zamora Castro
Rosalia M. Castro

ACKNOWLEDGMENT

TERRITORY OF GUAM)
)SS
CITY OF AGANA)

On this 25th day of July, 19 94, before me, the undersigned notary, personally appeared F. L.G. CASTRO, Director of Land Management, the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Agana, Guam, the day and year first above written.



Edmundo R. Mesa

Notary Public
In and for the Territory of Guam
My Commission Expires: Oct 17, 1996

PURCHASER

PURCHASER



JESUS ZAMORA CASTRO



ROSALIA M. CASTRO

DATE: 7-20-94

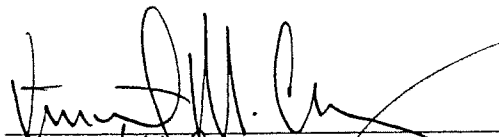
DATE: 7-20-94

ACKNOWLEDGMENT

TERRITORY OF GUAM)
)SS
CITY OF AGANA)

On this 20th day of July, 19 94, before me the undersigned notary, personally appeared JESUS ZAMORA CASTRO and ROSALIA M. CASTRO, the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as eligible purchasers for Lot No. 17, Block No. 12, Tract No. 1113, Gov/Fema Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo pursuant to Public Laws 21-60, 21-72 and 21-146, as further amended.

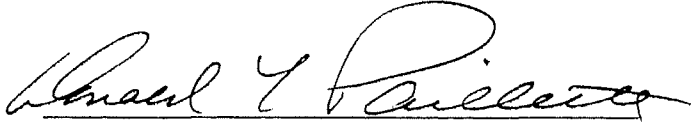
IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Agana, Guam, the day and year first above written.



Vincent M. Cruz
Notary Public
In and for the Territory of Guam
My Commission Expires: 10/6/96

Conditional Contract to Deed - Jesus Zamora Castro
Rosalia M. Castro

APPROVED AS TO FORM:



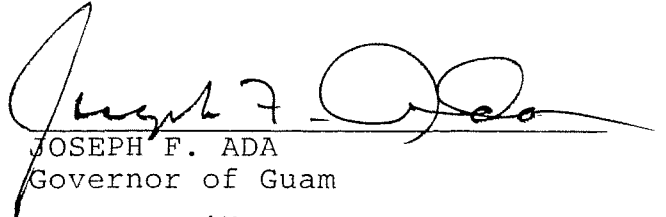
DONALD L. PAILLETTE, Acting
Attorney General

Date: 7/29/94

RECEIVED

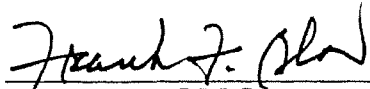
JUL 28 1994
Denise
ATTORNEY GENERAL'S OFFICE

GOVERNMENT OF GUAM


JOSEPH F. ADA
Governor of Guam

Date: AUG 22 1994

ATTESTED:



FRANK F. BLAS
Lieutenant Governor

Date: AUG 22 1994

RECEIVED
DEPARTMENT OF
LAND MANAGEMENT
Aug 24 9 23 AM '94
MMB

GOVERNMENT OF GUAM
AGANA

I/WE, CHIGUINA, BERNADITA B. / RAFAEL C. BABAUTA

acknowledged the terms and conditions contained in the Conditional Contract to Deed and Conditional Deed of Conveyance for the purchase of Lot No. 5, Block No. 10, FEMA ^{TRACT 1113} ASTUMBO / DEDEDO Subdivision, were explained to me/us by the Staff of Land Administration Division. They explained in detail and in "Layman's terms", of my/our obligations under the contract, including:

1. The purchase price of the lot is Two Thousand Five Hundred Dollars (\$2,500.00).
2. The minimum down-payment is ten percent (10%) of the purchase price.
3. Unpaid principal can be paid by installments of up to ten (10) years at six percent (6%) simple interest.
4. Installment payments may be made at any time provided it is equal to or more than principal due on next installments.
5. Purchaser(s) may pay in full at any time the unpaid balance without penalty.
6. Purchaser(s) may immediately occupy lot and agrees to pay all taxes and assessments thereon upon effective date of contract.
7. Payment default must be cured within three (3) months from due date of payment. Hardship cases will be given up to one (1) year grace period. Failure to cure default will terminate contract and all payments will be retained as liquidation damages.
8. Lot must be used for residential purposes by only the purchaser(s).
9. Title to lot remains with Government of Guam until satisfaction of contract terms and conditions.

10. Upon satisfaction of Item 9, government conveys title to purchaser(s) reserving for itself:
- From time to time sewage, drainage or utility easements in perpetuity.
 - Adjoining streets and alleyways.
 - Water and mineral rights in the premises.
 - Restrictions for 10 years on the alienation of the premises violation of which, results in reversion to Government. This does not apply to mortgages with local lending institutions. Foreclosure of such mortgage, lender may dispose property at his sole discretion.
11. The Conditional Contract to Deed and Conditional Deed of Conveyance becomes binding upon signature of the Governor.

Explained by:

Tony Tenorio

Purchaser(s):

Bernadita B. Chiquena

Date: 3/9/94

Time: 10:00 AM

Date: 3/9/94

Time: 10:00 AM

Date: 3/9/94

Time: 1005

Receipt No. A4719054

Amount \$ 250⁰⁰

A 4 719654, GOVERNMENT OF GUAM

DEPARTMENT OF ADMINISTRATION
AGANA, GUAM

DATE 3/9/ 1994
NO. #66 BE 4

OFFICIAL RECEIPT

<u>010057207 SALE OF GOVT LAND</u>	<u>250</u>	
<u>TRACT 1113 BLK 10 LOT 5</u>		
<u>ASTUMBO DEPEDO</u>		
PLEASE PAY TO TREASURER OF GUAM	<u>250</u>	

PAYER BERNADITA CHIGUINA
 ADDRESS BELDEL
BMF

NOT VALID
 UNLESS
 OVERPRINTED
 BY OUR
 REGISTER

DATE	SER. NO.	DOCUMENT NO.	CLASS.	AMOUNT
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Island of Guam, Government of Guam
Department of Land Management, Office of the Recorder

828557

File for Record or Instrument No.

On the Year 11 Month 11 Day 01 Year 1998

DE-OFFICIO

Recording Fee Receipt No.

Deputy Recorder *Jose C. Mangar*

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

TERMINATION OF CONDITIONAL CONTRACT TO DEED

WHEREAS, the GOVERNMENT OF GUAM, SELLER, and **Jose C. Naputi and Magdalena Castro Naputi**, PURCHASERS, entered into a Conditional Contract to Deed on the 22 day of August 1994, to purchase the following described property:

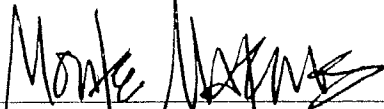
Lot No.1, Block No.8, Tract No. 1113, GOV/FEMA Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo, containing an area 624+ square meters or 6,719+ square feet, as shown on map prepared by Land Management No. I4-94T561, L.M. Check No. 214FY94, Subdivision Survey Map of Tract 1113, formerly Lot No. 10125-11-1, recorded under Document No. 503994, Certificates of Title No. 35085, Estate No. 22092 together with a Three (3) bedroom structure. Water and power (electricity) and sewer are immediately available or within a distance of 100 feet from the property.

WHEREAS, the PURCHASERS agreed to purchase the property for Two Thousand Five Hundred Dollars (\$2,500.00) on August 8, 1994. The PURCHASERS paid the ten percent (10%) down payment of the agreed purchase price. The remaining balance to be paid annually starting on April 02, 1995 and expires on April 02, 2004.

WHEREAS, the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) has been applied to the principal due under the Conditional Contract to Deed, and shall be retained by the Government as liquidated damages.

In accordance with Section 4 of the Conditional Contract to Deed attached as EXHIBIT "A", pursuant to Public Law 21-60, 21-72 & 21-146, I, **Monte Mafnas**, the Acting Director of Land Management exercises the right to terminate the *unrecorded* Conditional Contract To Deed executed by the Governor Joseph F. Ada on August 8, 1994 and enter upon and take possession of the premises.

GOVERNMENT OF GUAM:



Monte Mafnas, Acting Director
Department of Land Management

Date: 10/31/11

ACKNOWLEDGEMENT

CITY OF TAMUNING) ss

On this 31st day of October, 2011, before me the undersigned notary, personally appeared **Monte Mafnas**, Acting Director, Department of Land Management, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Tamuning, Guam the day and year first above written.



NOTARY

TERESITA A.C. TOVES
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **Aug. 03, 2013**
P. O. Box 2950 Hagatna, Guam 96932

CONDITIONAL CONTRACT TO DEED

THIS AGREEMENT, entered into this 8th day of August 19 94, by the GOVERNMENT OF GUAM, hereinafter known as the GOVERNMENT and JOSE C. NAPUTI and MAGDALENA CASTRO NAPUTI, Husband and Wife, Community Property; S/S Nos. 562-48-2890 and 586-70-0009; P.O. Box 6368, Inarajan, Guam 96917, resident(s) of Guam, Municipality of DEDEDO, hereinafter known as the PURCHASER(S).

WITNESSETH:

WHEREAS, the GOVERNMENT is the owner of certain property located in the Municipality of DEDEDO, Guam, hereinafter known as the premises, more particularly described as follows:

Lot No. 1, Block No. 8, Tract No. 1113, Gov/Fema Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo containing an area of 624± Square Meters or 6,719± Square Feet as shown on MAP L.M. Check No. 214FY94, Drawing No. I4-94T561, Recorded under Document No. 503994, together with a three (3) bedroom structure. Water, power (Electricity), and sewer are immediately available or within a distance of 100 feet from the property.

WHEREAS, the PURCHASER(S) have fulfilled the statutory and regulatory prerequisites to the acquisition of and from the GOVERNMENT OF GUAM.

NOW THEREFORE, the PURCHASER(S) and the GOVERNMENT agrees as follows:

Interest payment is an additional amount that is due at same time as the principal amount.

This amount will vary depending upon when payment is made.

1. That the total purchase price is TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) payable as follows:

The down payment of TWO HUNDRED FIFTY DOLLARS (\$250.00) which constitutes Ten Percent (10%) of the agreed purchase price, receipt of which is hereby acknowledged; and the balance of the principal as follows:

On 4/02/95	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 4/02/96	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 4/02/97	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 4/02/98	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 4/02/99	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 4/02/2000	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 4/02/2001	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 4/02/2002	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 4/02/2003	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 4/02/2004	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)

EXHIBIT ~~12~~ **A**

CONDITIONAL CONTRACT TO DEED - Jose C. Naputi
Magdalena Castro Naputi

The PURCHASER(S) shall pay interest on the unpaid balance at the rate of Six Percent (6%) per year, with accrued interest due and payable at the time of principal payments on the unpaid balance.

The PURCHASER(S) shall have the right to make payments at
b.

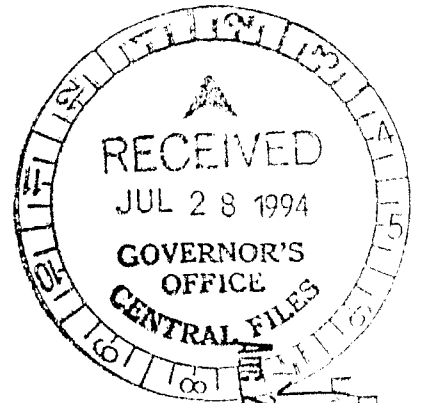
D-94-2407



No PHONE

GOVERNMENT OF GUAM
AGANA, GUAM 96910

July 27, 1994



Handwritten notes and signatures:
JUL 27 8 52 AM '94
OFFICE OF THE GOVERNOR

Memorandum (Informational) Ref: DLM 94-0971

To: The Governor of Guam

From: Attorney General

Subject: Conditional Contract to Deed for Jose C. and
Magdalena C. Naputi

We have reviewed the attached deed and have approved the deed, as evidenced by my signature, subject to your proclamation and declaration as required by Section 8 of Public Law 22-18.

DONALD L. PAILLETTE
Acting

Attachment

CONDITIONAL CONTRACT TO DEED - Jose C. Naputi
Magdalena Castro Naputi

5. The PURCHASER(S) must use the premises for residential purposes only. PURCHASER(S) must, within three (3) years of the availability of water and power by the government for immediate residential usage construct a residential building on the premises, in conformity with the residential construction requirements of the Department of Public Works in effect at the time of construction. The residence constructed on the premises must be regularly occupied by members of the immediate family PURCHASER(S) and no others.

6. The title to the premises shall remain in the GOVERNMENT until the completion of the above conditions. Upon such completion, the GOVERNMENT agrees to deliver to the PURCHASER(S) fee simple title to the premises with the following reservations:

a. All rights title and interest in, and to adjoining streets and alleyways shall be specifically reserved to the GOVERNMENT.

b. The Government will reserve for itself easements and right-of-way, in perpetuity, in, under, through, over and across the above described parcel of land, except where the residence is actually located, for the purpose at any time, of constructing, placing, maintaining, repairing and operating sewage, drainage, and utility lines of any nature whatsoever, together with all rights and privileges, including the rights of ingress to and from the parcel of land inherent in the use and exercise of such easements and rights-of-way, and including the right to make reasonable changes and alterations in connection with the locations, sizes or types of said sewage, drainage, or utility lines as the GOVERNMENT may from time to time, in its sole discretion, deem appropriate.

CONDITIONAL CONTRACT TO DEED - Jose C. Naputi
Magdalena Castro Naputi

c. The GOVERNMENT will reserve for itself water and mineral rights in the property.

d. The deed shall contain a restriction prohibiting the sale, assignment, lease or transfer, or any other alienation of the property, or any interest therein, within a period of TEN (10) years from the date of delivery of the deed unless the PURCHASER(S) receive(s) prior written approval of such transaction from the Governor of Guam. The restriction on alienation shall provide that any transaction in violation thereof shall result in the immediate reversion to the GOVERNMENT of all right, title, and interest to the premises.

7. Government's First Right of Refusal. In the event an original purchaser desires to sell his or her title, right and interest in any lot purchased under this Act within ten (10) years of the original date of purchase, the government of Guam shall have the first right of refusal. The original purchaser shall declare to the government, no less than one hundred twenty (120) days prior to the intended sale, any intent to sell such lot and the government of Guam shall either waive its right or give notice of its intent to exercise the right of first refusal, within thirty (30) days of notification by the original purchaser.

This Conditional Contract to Deed is not binding until the final approval of the Governor.

IN WITNESS WHEREOF, we have executed this Contract on the dates below written.

GOVERNMENT OF GUAM


F.L.G. CASTRO, Director
Department of Land Management

Date: 7/15/94

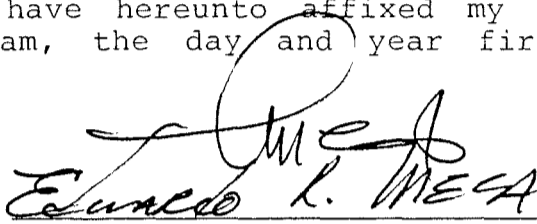
Conditional Contract to Deed - Jose C. Naputi
Magdalena Castro Naputi

ACKNOWLEDGMENT

TERRITORY OF GUAM)
)SS
CITY OF AGANA)

On this 15~~th~~ day of July, 1994, before me, the undersigned notary, personally appeared F. L.G. CASTRO, Director of Land Management, the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

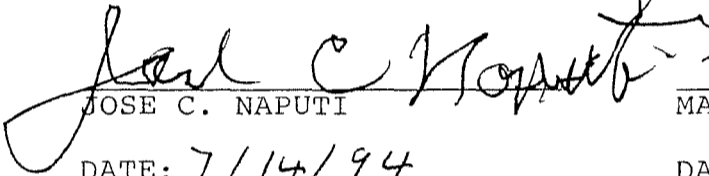
IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Agana, Guam, the day and year first above written.

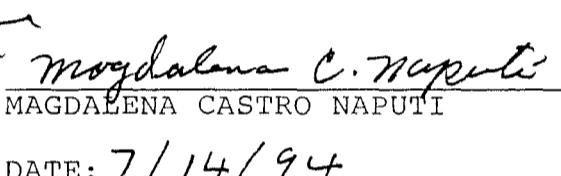

Eduardo L. MESA

Notary Public
In and for the Territory of Guam
My Commission Expires: Oct 17, 1996

PURCHASER

PURCHASER


JOSE C. NAPUTI


MAGDALENA CASTRO NAPUTI

DATE: 7/14/94

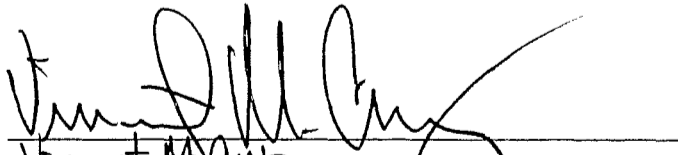
DATE: 7/14/94

ACKNOWLEDGMENT

TERRITORY OF GUAM)
)SS
CITY OF AGANA)

On this 14th day of July, 1994, before me the undersigned notary, personally appeared JOSE C. NAPUTI and MAGDALENA CASTRO NAPUTI, the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as eligible purchasers for Lot No. 1, Block No. 8, Tract No. 1113, Gov/Fema Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo pursuant to Public Laws 21-60, 21-72 and 21-146, as further amended.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Agana, Guam, the day and year first above written.


Vincent M. Cruz
Notary Public
In and for the Territory of Guam
My Commission Expires: 10/16/96

Conditional Contract to Deed - Jose C. Naputi
Magdalena Castro Naputi

APPROVED AS TO FORM:

Donald L. Paillette

DONALD L. PAILLETTE, Acting
Attorney General

Date: 7/27/94

RECEIVED

JUL 25 1994

Case
ATTORNEY GENERAL'S OFFICE

GOVERNMENT OF GUAM

Joseph F. Ada

JOSEPH F. ADA
Governor of Guam

Date: AUG 08 1994

ATTESTED:

Frank F. Blas

FRANK F. BLAS
Lieutenant Governor

Date: AUG 10 1994

RECEIVED
DEPARTMENT OF
LAND MANAGEMENT
Aug 24 9 22 AM '94

Island of Guam, Government of Guam
Department of Land Management Office of the Recorder

File for Record is Instrument No. 828206
On the Year 11 Month 10 Day 24 Time 8:07
DE-OFFICIO

Recording Fee _____ Receipt No. _____

Deputy Recorder Susa O. Manggar

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

TERMINATION OF CONDITIONAL CONTRACT TO DEED

WHEREAS, the GOVERNMENT OF GUAM, SELLER, and **Raymond J.D. Borja and Laura A. Borja**, PURCHASERS, entered into a Conditional Contract to Deed on the 5TH day of August 1994, to purchase the following described property:

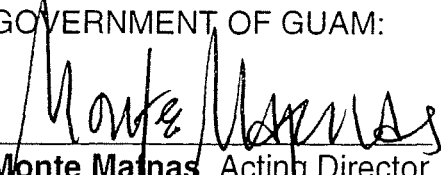
Lot No.12, Block No.12, Tract No. 1113, GOV/FEMA Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo, containing an area 564± square meters or 6,068± square feet, as shown on map prepared by Land Management No. I4-94T561, L.M. Check No. 214FY94, Subdivision Survey Map of Tract 1113, formerly Lot No. 10125-11-1, recorded under Document No. 503994, Certificates of Title No. 35085, Estate No. 22092 together with a Three (3) bedroom structure. Water and power (electricity) and sewer are immediately available or within a distance of 100 feet from the property.

WHEREAS, the PURCHASERS agreed to purchase the property for Two Thousand Five Hundred Dollars (\$2,500.00) on August 5, 1994. The PURCHASER paid the ten percent (10%) down payment of the agreed purchase price. The remaining balance to be paid annually starting on March 11, 1995 and expires on March 11, 2004.

WHEREAS, the sum of TWO HUNDRED FIFTY DOLLARS, (\$250.00) has been applied to the principal due under the Conditional Contract to Deed, and shall be retained by the Government as liquidated damages.

In accordance with Section 4 of the Conditional Contract to Deed attached as EXHIBIT "A", pursuant to Public Law 21-60, 21-72 & 21-146, I, **Monte Mafnas**, the Acting Director of Land Management exercises the right to terminate the right to your Contract recorded under Document No. 518440.

GOVERNMENT OF GUAM:


Monte Mafnas, Acting Director
Department of Land Management


Date: 10-21-11

ACKNOWLEDGEMENT

CITY OF TAMUNING) SS

On this 21st day of October, 2011, before me the undersigned notary, personally appeared **Monte Mafnas**, Acting Director, Department of Land Management, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Tamuning, Guam the day and year first above written.



NOTARY

TERESITA A.C. TOVES
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **Aug. 03, 2013**
P. O. Box 2950 Hagatna, Guam 96932

94-0918

515888

CONDITIONAL CONTRACT TO DEED

THIS AGREEMENT, entered into this 5th day of August 19 94, by the GOVERNMENT OF GUAM, hereinafter known as the GOVERNMENT and RAYMOND J.D. BORJA and LAURA A. BORJA, Husband and Wife, Community Property; S/S Nos. 586-05-3005 and 586-62-5274; P.O. Box 20174, GMF, Barrigada, Guam 96921, resident(s) of Guam, Municipality of DEDEDO, hereinafter known as the PURCHASER(S).

WITNESSETH:

WHEREAS, the GOVERNMENT is the owner of certain property located in the Municipality of DEDEDO, Guam, hereinafter known as the premises, more particularly described as follows:

Lot No. 12, Block No. 12, Tract No. 1113, Gov/Fema Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo containing an area of 564± Square Meters or 6,068± Square Feet as shown on MAP L.M. Check No. 214FY94, Drawing No. I4-94T561, Recorded under Document No. 503994, together with a three (3) bedroom structure. Water, power (Electricity), and sewer are immediately available or within a distance of 100 feet from the property.

WHEREAS, the PURCHASER(S) have fulfilled the statutory and regulatory prerequisites to the acquisition of and from the GOVERNMENT OF GUAM.

NOW THEREFORE, the PURCHASER(S) and the GOVERNMENT agrees as follows:

Interest payment is an additional amount that is due at same time as the principal amount.

This amount will vary depending upon when payment is made.

i. That the total purchase price is TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) payable as follows:

The down payment of TWO HUNDRED FIFTY DOLLARS (\$250.00) which constitutes Ten Percent (10%) of the agreed purchase price, receipt of which is hereby acknowledged; and the balance of the principal as follows:

On 3/11/95	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/11/96	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/11/97	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/11/98	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/11/99	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/11/2000	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/11/2001	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/11/2002	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/11/2003	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/11/2004	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)

CONDITIONAL CONTRACT TO DEED - Raymond J.D. Borja
Laura A. Borja

The PURCHASER(S) shall pay interest on the unpaid balance at the rate of Six Percent (6%) per year, with accrued interest due and payable at the time of principal payments on the unpaid balance.

The PURCHASER(S) shall have the right to make payments at anytime before payments become due, with the total amount of interest due reduced accordingly, provided, that the amount paid at any given time equals or exceeds the amount of the principal due in the next installment plus any interest due at the time payment is made.

2. The PURCHASER(S) may immediately occupy the premises. The PURCHASER(S) agree(s) to permit no waste upon the premises and to pay all taxes and assessments thereon.

3. Because this contract is available only to persons eligible under the applicable laws and regulations, the GOVERNMENT shall have the right of first refusal, as provided for in Section 7 of this contract.

4. All payments due, including interest and any other charges, under this contract must be made to the GOVERNMENT. If the PURCHASER(S) fail(s) to meet any payment obligations under this contract on the dates established herein, whether the unpaid obligation constitutes interest or principal, the PURCHASER(S) shall be in default. Upon failure to cure such default within three (3) months after the due date of any payment, the Director of Land Management may terminate the contract and enter upon to take possession of the premises. Upon recovery of possession, the Director shall retain all payments made as liquidated damages. In the case of hardship, the Director may grant an extension of time as any payment or payments due, but in no case shall such extension be for a period of two (2) years.

CONDITIONAL CONTRACT TO DEED - Raymond J.D. Borja
Laura A. Borja

5. The PURCHASER(S) must use the premises for residential purposes only. PURCHASER(S) must, within three (3) years of the availability of water and power by the government for immediate residential usage construct a residential building on the premises, in conformity with the residential construction requirements of the Department of Public Works in effect at the time of construction. The residence constructed on the premises must be regularly occupied by members of the immediate family PURCHASER(S) and no others.

6. The title to the premises shall remain in the GOVERNMENT until the completion of the above conditions. Upon such completion, the GOVERNMENT agrees to deliver to the PURCHASER(S) fee simple title to the premises with the following reservations:

a. All rights title and interest in, and to adjoining streets and alleyways shall be specifically reserved to the GOVERNMENT.

b. The Government will reserve for itself easements and right-of-way, in perpetuity, in, under, through, over and across the above described parcel of land, except where the residence is actually located, for the purpose ~~at~~ any time, of constructing, placing, maintaining, repairing and operating sewage, drainage, and utility lines of any nature whatsoever, together with all rights and privileges, including the rights of ingress to and from the parcel of land inherent in the use and exercise of such easements and rights-of-way, and including the right to make reasonable changes and alterations in connection with the locations, sizes or types of said sewage, drainage, or utility lines as the GOVERNMENT may from time to time, in its sole discretion, deem appropriate.

CONDITIONAL CONTRACT TO DEED - Raymond J.D. Borja
Laura A. Borja

c. The GOVERNMENT will reserve for itself water and mineral rights in the property.

d. The deed shall contain a restriction prohibiting the sale, assignment, lease or transfer, or any other alienation of the property, or any interest therein, within a period of TEN (10) years from the date of delivery of the deed unless the PURCHASER(S) receive(s) prior written approval of such transaction from the Governor of Guam. The restriction on alienation shall provide that any transaction in violation thereof shall result in the immediate reversion to the GOVERNMENT of all right, title, and interest to the premises.

7. Government's First Right of Refusal. In the event an original purchaser desires to sell his or her title, right and interest in any lot purchased under this Act within ten (10) years of the original date of purchase, the government of Guam shall have the first right of refusal. The original purchaser shall declare to the government, no less than one hundred twenty (120) days prior to the intended sale, any intent to sell such lot and the government of Guam shall either waive its right or give notice of its intent to exercise the right of first refusal, within thirty (30) days of notification by the original purchaser.

This Conditional Contract to Deed is not binding until the final approval of the Governor.

IN WITNESS WHEREOF, we have executed this Contract on the dates below written.

GOVERNMENT OF GUAM


F.L.G. CASTRO, Director
Department of Land Management

Date: July 14, 1994

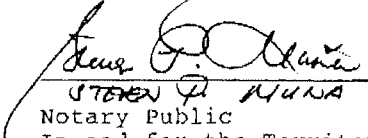
Conditional Contract to Deed - Raymond J.D. Borja
Laura A. Borja

ACKNOWLEDGMENT

TERRITORY OF GUAM)
)SS
CITY OF AGANA)

On this 14th day of July, 19 94, before me, the undersigned notary, personally appeared F. I.G. CASTRO, Director of Land Management, the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

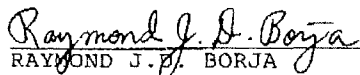
IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Agana, Guam, the day and year first above written.



STEVEN P. NUNA
Notary Public
In and for the Territory of Guam
My Commission Expires: 12/17/94

PURCHASER

PURCHASER



RAYMOND J.D. BORJA



LAURA A. BORJA

DATE: 7-7-94

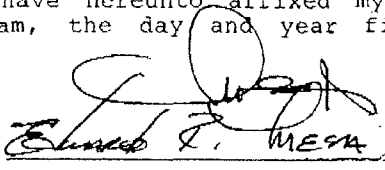
DATE: 7-7-94

ACKNOWLEDGMENT

TERRITORY OF GUAM)
)SS
CITY OF AGANA)

On this 7th day of July, 19 94, before me the undersigned notary, personally appeared RAYMOND J.D. BORJA and LAURA A. BORJA, the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as eligible purchasers for Lot No. 12, Block No. 12, Tract No. 1113, Gov/Pema Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo pursuant to Public Laws 21-60, 21-72 and 21-146, as further amended.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Agana, Guam, the day and year first above written.

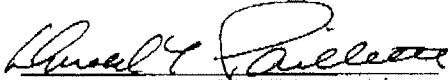


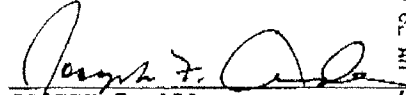
Ernest T. MESA
Notary Public
In and for the Territory of Guam
My Commission Expires: 04/17, 1996

CONDITIONAL CONTRACT TO DEED - Raymond J.D. Borja and
Laura A. Borja

APPROVED AS TO FORM:

GOVERNMENT OF GUAM:


DONALD L. PAILLETTE, Acting
Attorney General


JOSEPH F. ADA
Governor of Guam

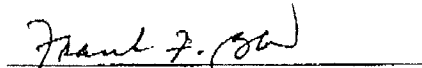
Date: 7/19/94

Date: AUG 05 1994

AUG 10 11 02 AM '94

ATTESTED:

RECEIVED


FRANK F. BLAS
Lieutenant Governor

JUL 18 1994
Denise
ATTORNEY GENERAL'S OFFICE

Date: AUG 08 1994

Island of Guam, Government of Guam
Department of Land Management Office of the Recorder
828205

File for Record is Instrument No. _____
On the Year 11 Month 0 Day 24 Time 8:00

Recording Fee _____ DE-OFFICIO Receipt No. _____

Deputy Recorder Sisa O. Manggur

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

TERMINATION OF CONDITIONAL CONTRACT TO DEED

WHEREAS, the GOVERNMENT OF GUAM, SELLER, and **Jose Delgado Pangelinan and Juanita Cruz Pangelinan**, PURCHASERS, entered into a Conditional Contract to Deed on the 13TH day of July 1994, to purchase the following described property:

Lot No.7, Block No.9, Tract No. 1113, GOV/FEMA Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo, containing an area 661± square meters or 7,112± square feet, as shown on map prepared by Land Management No. I4-94T561, L.M. Check No. 214FY94, Subdivision Survey Map of Tract 1113, formerly Lot No. 10125-11-1, recorded under Document No. 503994, Certificates of Title No. 35085, Estate No. 22092 together with a Two (2) bedroom structure. Water and power (electricity) and sewer are immediately available or within a distance of 100 feet from the property.

WHEREAS, the PURCHASERS agreed to purchase the property for Two Thousand Five Hundred Dollars (\$2,500.00) on July 13, 1994. The PURCHASER paid the ten percent (10%) down payment of the agreed purchase price. The remaining balance to be paid annually starting on March 08, 1995 and expires on March 08, 2004.

WHEREAS, the sum of FOUR HUNDRED SEVENTY FIVE DOLLARS, (\$475.00) has been applied to the principal due under the Conditional Contract to Deed, and shall be retained by the Government as liquidated damages.

In accordance with Section 4 of the Conditional Contract to Deed attached as EXHIBIT "A", pursuant to Public Law 21-60, 21-72 & 21-146, I, **Monte Mafnas**, the Acting Director of Land Management exercises the right to terminate the right to your Contract recorded under Document No. 576014.

GOVERNMENT OF GUAM:

Monte Mafnas
Monte Mafnas, Acting Director
Department of Land Management

Date: 10-21-11

ACKNOWLEDGEMENT

CITY OF TAMUNING) SS

On this 21st day of October, 2011, before me the undersigned notary, personally appeared **Monte Mafnas**, Acting Director, Department of Land Management, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Tamuning, Guam the day and year first above written.

Teresita A.C. Toves

NOTARY

TERESITA A.C. TOVES
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **Aug. 03, 2013**
P. O. Box 2950 Hagatna, Guam 96932

CONDITIONAL CONTRACT TO DEED

94-0747

576914

THIS AGREEMENT, entered into this Bth day of July, 19 94, by the GOVERNMENT OF GUAM, hereinafter known as the GOVERNMENT and Jose Delgado Pangelinan and Juanita Cruz Pangelinan; Husband and Wife, Community Property; S/S Nos. 586-03-4762 and 586-03-3656; 428 Lemai Ct. Sinajana, Guam 96926, resident(s) of Guam, Municipality of DEDEDO, hereinafter known as the PURCHASER(S).

WITNESSETH:

WHEREAS, the GOVERNMENT is the owner of certain property located in the Municipality of DEDEDO, Guam, hereinafter known as the premises, more particularly described as follows:

Lot No. 7, Block No. 9, Tract No. 1113, Gov/Fema Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo containing an area of 661± Square Meters or 7,112± Square Feet as shown on MAP L.M. Check No. 214FY94, Drawing No. I4-94T561, Recorded under Document No. 503994, together with a two (2) bedroom structure. Water, power (Electricity), and sewer are immediately available or within a distance of 100 feet from the property.

WHEREAS, the PURCHASER(S) (has) (have) fulfilled the statutory and regulatory prerequisites to the acquisition of and from the GOVERNMENT OF GUAM.

NOW THEREFORE, the PURCHASER(S) and the GOVERNMENT agrees as follows:

Interest payment is an additional amount that is due at same time as the principal amount.

This amount will vary depending upon when payment is made.

1. That the total purchase price is TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) payable as follows:

The down payment of TWO HUNDRED FIFTY DOLLARS (\$250.00) which constitutes Ten Percent (10%) of the agreed purchase price, receipt of which is hereby acknowledged; and the balance of the principal as follows:

On 3/08/95	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/08/96	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/08/97	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/08/98	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/08/99	TWO HUNDRED TWENTY FIVE DOLLARS	(\$225.00)
On 3/08/2000	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/08/2001	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/08/2002	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/08/2003	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/08/2004	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)

CONDITIONAL CONTRACT TO DEED - Jose Delgado Pangelinan
Juanita Cruz Pangelinan

The PURCHASER(S) shall pay interest on the unpaid balance at the rate of Six Percent (6%) per year, with accrued interest due and payable at the time of principal payments on the unpaid balance.

The PURCHASER(S) shall have the right to make payments at anytime before payments become due, with the total amount of interest due reduced accordingly, provided, that the amount paid at any given time equals or exceeds the amount of the principal due in the next installment plus any interest due at the time payment is made.

2. The PURCHASER(S) may immediately occupy the premises. The PURCHASER(S) agree(s) to permit no waste upon the premises and to pay all taxes and assessments thereon.

3. Because this contract is available only to persons eligible under the applicable laws and regulations, the GOVERNMENT shall have the right of first refusal, as provided for in Section 7 of this contract.

4. All payments due, including interest and any other charges, under this contract must be made to the GOVERNMENT. If the PURCHASER(S) fail(s) to meet any payment obligations under this contract on the dates established herein, whether the unpaid obligation constitutes interest or principal, the PURCHASER(S) shall be in default. Upon failure to cure such default within three (3) months after the due date of any payment, the Director of Land Management may terminate the contract and enter upon to take possession of the premises. Upon recovery of possession, the Director shall retain all payments made as liquidated damages. In the case of hardship, the Director may grant an extension of time as any payment or payments due, but in no case shall such extension be for a period of two (2) years.

CONDITIONAL CONTRACT TO DEED - Jose Delgado Pangelinan
Juanita Cruz Pangelinan

5. The PURCHASER(S) must use the premises for residential purposes only. PURCHASER(S) must, within three (3) years of the availability of water and power by the government for immediate residential usage construct a residential building on the premises, in conformity with the residential construction requirements of the Department of Public Works in effect at the time of construction. The residence constructed on the premises must be regularly occupied by members of the immediate family PURCHASER(S) and no others.

6. The title to the premises shall remain in the GOVERNMENT until the completion of the above conditions. Upon such completion, the GOVERNMENT agrees to deliver to the PURCHASER(S) fee simple title to the premises with the following reservations:

a. All rights title and interest in, and to adjoining streets and alleyways shall be specifically reserved to the GOVERNMENT.

b. The Government will reserve for itself easements and right-of-way, in perpetuity, in, under, through, over and across the above described parcel of land, except where the residence is actually located, for the purpose at any time, of constructing, placing, maintaining, repairing and operating sewage, drainage, and utility lines of any nature whatsoever, together with all rights and privileges, including the rights of ingress to and from the parcel of land inherent in the use and exercise of such easements and rights-of-way, and including the right to make reasonable changes and alterations in connection with the locations, sizes or types of said sewage, drainage, or utility lines as the GOVERNMENT may from time to time, in its sole discretion, deem appropriate.

CONDITIONAL CONTRACT TO DEED - Jose Delgado Pangelinan
 Juanita Cruz Pangelinan

c. The GOVERNMENT will reserve for itself water and mineral rights in the property.

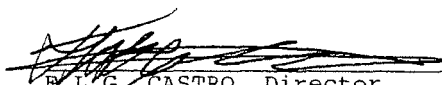
d. The deed shall contain a restriction prohibiting the sale, assignment, lease or transfer, or any other alienation of the property, or any interest therein, within a period of TEN (10) years from the date of delivery of the deed unless the PURCHASER(S) receive(s) prior written approval of such transaction from the Governor of Guam. The restriction on alienation shall provide that any transaction in violation thereof shall result in the immediate reversion to the GOVERNMENT of all right, title, and interest to the premises.

7. Government's First Right of Refusal. In the event an original purchaser desires to sell his or her title, right and interest in any lot purchased under this Act within ten (10) years of the original date of purchase, the government of Guam shall have the first right of refusal. The original purchaser shall declare to the government, no less than one hundred twenty (120) days prior to the intended sale, any intent to sell such lot and the government of Guam shall either waive its right or give notice of its intent to exercise the right of first refusal, within thirty (30) days of notification by the original purchaser.

This Conditional Contract to Deed is not binding until the final approval of the Governor.

IN WITNESS WHEREOF, we have executed this Contract on the dates below written.

GOVERNMENT OF GUAM


 E.L.G. CASTRO, Director
 Department of Land Management

Date: 6-7-94

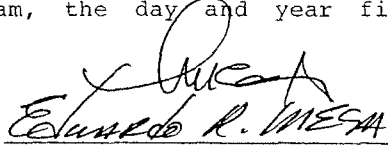
Conditional Contract to Deed - Jose Delgado Pangelinan
Juanita Cruz Pangelinan

ACKNOWLEDGMENT

TERRITORY OF GUAM)
)SS
CITY OF AGANA)

ON THIS 7 day of June, 1994, before me, E.R. MESA, a Notary Public, personally appeared F. L.G. CASTRO, Director of Land Management, the person(s) whose name(s) (is) (are) signed on the preceding or attached document, and acknowledged to me that (he) (she) (they) signed it voluntarily for its stated purpose.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Agana, Guam, the day and year first above written.


Eduardo R. MESA

Notary Public
In and for the Territory of Guam
My Commission Expires: Oct 17, 1996

PURCHASER

PURCHASER

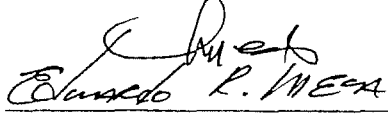
Juanita Cruz Pangelinan Juanita Cruz Pangelinan
for JOSE DELGADO PANGELINAN JUANITA CRUZ PANGELINAN
DATE: 6/7/94 DATE: 6/7/94

ACKNOWLEDGMENT

TERRITORY OF GUAM)
)SS
CITY OF AGANA)

On this 7 day of June, 1994, before me the undersigned notary, personally appeared JOSE DELGADO PANGELINAN and JUANITA CRUZ PANGELINAN the person(s) whose name(s) (is) (are) signed on the preceding or attached document, and acknowledged to me that (he) (she) (they) signed it voluntarily for its stated purpose as eligible purchaser(s) for Lot No. 7, Block No. 9, Tract No. 1113, Gov/Fema Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo pursuant to Public Laws 21-60, 21-72 and 21-146, as further amended.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Agana, Guam, the day and year first above written.


Eduardo R. MESA

Notary Public
In and for the Territory of Guam
My Commission Expires: Oct 17, 1996

Island of Guam, Government of Guam
Department of Land Management Office of the Recorder

828555

File for Record is Instrument No. _____

On the Year 11 Month 11 Day 01 Time 12:38

Recording Fee DE-OFFICIO

Receipt No. _____

Deputy Recorder Lisa S. Manggar

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

TERMINATION OF CONDITIONAL CONTRACT TO DEED

WHEREAS, the GOVERNMENT OF GUAM, SELLER, and **Arthur F. Camacho** and **Mary E. Mantanona**, PURCHASERS, entered into a Conditional Contract to Deed on the 9th March 2000, to purchase the following described property:

Lot No.18, Block No.7, Tract No. 1113, GOV/FEMA Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo, containing an area 482± square meters or 5,189± square feet, as shown on map prepared by Land Management No. I4-94T561, L.M. Check No. 214FY94, Subdivision Survey Map of Tract 1113, formerly Lot No. 10125-11-1, recorded under Document No. 503994, Certificates of Title No. 35085, Estate No. 22092 together with a One (1) bedroom structure. Water and power (electricity) and sewer are immediately available or within a distance of 100 feet from the property.

WHEREAS, the PURCHASERS agreed to purchase the property for Two Thousand Five Hundred Dollars (\$2,500.00) on March 9th 2000. The PURCHASERS paid the ten percent (10%) down payment of the agreed purchase price. The remaining balance to be paid annually starting on March 4th 2000 and expires on March 3th, 2009.

WHEREAS, the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) has been applied to the principal due under the Conditional Contract to Deed, and shall be retained by the Government as liquidated damages.

In accordance with Section 4 of the Conditional Contract to Deed attached as EXHIBIT "A", pursuant to Public Law 21-60, 21-72 & 21-146, I, **Monte Mafnas**, the Acting Director of Land Management exercises the right to terminate the *unrecorded* Conditional Contract To Deed executed by the Governor Carl T.C. Guterrez on March 9th 2000 and enter upon and take possession of the premises.

GOVERNMENT OF GUAM:

Monte Mafnas
Monte Mafnas, Acting Director
Department of Land Management

Date: 10-28-11 - 10-28-11

ACKNOWLEDGEMENT

CITY OF TAMUNING) ss

On this 31st day of October, 2011, before me the undersigned notary, personally appeared **Monte Mafnas**, Acting Director, Department of Land Management, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Tamuning, Guam the day and year first above written.

Teresita A.C. Toves

NOTARY

TERESITA A.C. TOVES
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **Aug. 03, 2013**
P. O. Box 2950 Hagatna, Guam 96932

CONDITIONAL CONTRACT TO DEED

THIS AGREEMENT, entered into this 9th day of March, 2000, by the DEPARTMENT OF LAND MANAGEMENT, GOVERNMENT OF GUAM, whose address is P.O. Box 2950, Hagatna, Guam 96932, hereinafter known as the GOVERNMENT and ARTHUR F. CAMACHO and MARY E. MANTANONA, Joint Tenants with Full Rights of Survivorship; S/S Nos. 586-07-9135 and 586-05-6527; P.O. Box 288, Dededo, Guam 96912, residents of Guam, Municipality of DEDEDO hereinafter known as the PURCHASERS.

WITNESSETH:

WHEREAS, the GOVERNMENT is the owner of certain property located in the Municipality of DEDEDO, Guam, hereinafter known as the premises, more particularly described as follows:

Lot No. 18, Block No 7, Tract No. 1113, GovGuam/FEMA Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo, Estate No. 22092, Suburban, containing an area of 482± Square Meters or 5,189± Square Feet as shown on Map L.M. Check No. 214FY94, Drawing No. I4-94T561, Subdivision Survey Map of Tract 1113, formerly Lot No. 10125-11-1, Dededo, recorded under Document No. 503994. Certificate of Title No. 35085. Together with a one (1) bedroom structure. Water and power (electricity) are immediately available or within a distance of 100 feet from the property.

WHEREAS, the PURCHASERS have fulfilled the statutory and regulatory prerequisites to the acquisition of and from the GOVERNMENT OF GUAM.

NOW THEREFORE, the PURCHASERS and the GOVERNMENT agree as follow:

Interest payment is an additional amount that is due at the same time as the principal amount.

This amount will vary depending upon when payment is made.

Page 1 of 7

EXHIBIT A

CONDITIONAL CONTRACT TO DEED - *Arthur F. Camacho and Mary E. Mantanona*

1. That the total purchase price is TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) payable as follows:

The down payment of TWO HUNDRED FIFTY DOLLARS (\$250.00) which constitutes Ten Percent (10%) of the agreed purchase price, receipt of which is hereby acknowledged. The total payment including interest paid on the following dates:

On 3/4/2000	THREE HUNDRED SIXTY DOLLARS	\$360.00
On 3/3/2001	THREE HUNDRED FORTY-SIX AND 50/100 DOLLARS	\$346.50
On 3/3/2002	THREE HUNDRED THIRTY-THREE DOLLARS	\$333.00
On 3/3/2003	THREE HUNDRED NINETEEN AND 50/100 DOLLARS	\$319.50
On 3/3/2004	THREE HUNDRED SIX DOLLARS	\$306.00
On 3/3/2005	TWO HUNDRED NINETY-TWO AND 50/100 DOLLARS	\$292.50
On 3/3/2006	TWO HUNDRED SEVENTY-NINE DOLLARS	\$279.00
On 3/3/2007	TWO HUNDRED SIXTY-FIVE AND 50/100 DOLLARS	\$265.50
On 3/3/2008	TWO HUNDRED FIFTY-TWO DOLLARS	\$252.00
On 3/3/2009	TWO HUNDRED THIRTY-EIGHT AND 50/100 DOLLARS	\$238.50

The PURCHASERS shall pay interest on the unpaid balance at the rate of Six Percent (6%) per year, with accrued interest due and payable at the time of principal payments on the unpaid balance. If payments are made after the due date but before default and termination of the contract, the amount paid will be the unpaid balance plus six percent (6%) from the last payment.

The PURCHASERS shall have the right to make payments at anytime before payments become due, with the total amount at interest due reduced accordingly, provided, that the amount paid at any given time equals or exceeds the amount of the principal due in the next installment plus any interest due at the time payment is made.

CONDITIONAL CONTRACT TO DEED - *Arthur F. Camacho and Mary E. Mantanona*

2. The PURCHASER may immediately occupy the premises. The PURCHASERS agree to permit no waste upon the premises and to pay all taxes and assessments thereon

3. Because this contract is available only to persons eligible under applicable laws and regulations, the PURCHASERS shall not assign or transfer this contract without the prior written approval of the Governor of Guam. Any assignment or transfer of this contract without such approval shall void this contract.

4. All payments due, including interest and any other charges, under this contract must be made to the GOVERNMENT. If the PURCHASERS fail to meet any payment obligations under this contract on the dates established herein, whether the unpaid obligation constitutes interest or principal, the PURCHASERS shall be in default. Upon failure to cure such default within three (3) months after the due date of any payment, the Director of Land Management may terminate the contract and enter upon to take possession of the premises. Upon recovery of possession, the Director shall retain all payments made as liquidated damages. In the case of hardship, the Director may grant an extension of time as any payment or payments become due, but in no case shall such extension be for a period of two (2) years.

5. The PURCHASERS must use the premises for residential purposes only. The residence constructed on the premises must be regularly occupied by the PURCHASERS and no others.

6. The title to the premises shall remain in the GOVERNMENT until the completion of the above conditions. Upon such completion, the GOVERNMENT agrees to deliver to the PURCHASERS fee simple title to the premises with the following reservations:

CONDITIONAL CONTRACT TO DEED - *Arthur F. Camacho and Mary E. Mantanona*

a. All rights title and interest in, and to adjoining streets and alleyways shall be specifically reserved to the GOVERNMENT.

b. The Government will reserve for itself easement and right-of-way, in perpetuity, in, under, through, over and across the above described parcel of land, except where the residence is actually located, for the purpose at any time, of constructing, placing, maintaining, repairing and operating sewage, drainage and utility lines of any nature whatsoever, together with all rights and privileges, including the rights of ingress to and from the parcel of land inherent in the use and exercise of such easements and rights-of-way, and including the right to make reasonable changes and alterations in connection with the locations, sizes or types of said sewage, drainage, or utility lines as the GOVERNMENT may from time to time, in its sole discretion, deem appropriate.

c. The GOVERNMENT will reserve for itself water and mineral rights in the property.

d. The deed shall contain a restriction prohibiting any alienation of the property, or any interest therein, for a period of ten (10) years from the recordation date of the deed, except that PURCHASER may mortgage the property to obtain a loan to construct or expand a residence, provided the Governor's prior written consent is obtained. Any mortgage to construct or expand a residence may include a consolidation of PURCHASER'S debts. The title conveyed to PURCHASER by GOVERNMENT shall automatically revert back to GOVERNMENT if PURCHASER do not obtain the Governor's prior written consent before mortgaging the property, or if the property is alienated in other way with or without the Governor's consent.

7. Government's First Right of Refusal. In the event an original purchaser desires to sell his or her title, right and interest in any lot purchased under this Act within ten (10) years of the original date of purchase, the Government of Guam shall

CONDITIONAL CONTRACT TO DEED - *Arthur F. Camacho and Mary E. Mantanona*

have the first right of refusal. The original purchaser shall declare to the Government, no less than One Hundred Twenty (120) days prior to the intended sale, any interest to sell such lot and the Government of Guam shall either waive its right or give notice of its intent to exercise the right of first refusal, within thirty (30) days of notification by the original purchaser.

This Conditional Contract to Deed is not binding until the final approval of the Governor.

IN WITNESS WHEREOF, we have executed this Contract on the dates below written.

GOVERNMENT OF GUAM

Carl J.C. Aguon
CARL J.C. AGUON, Director
Department of Land Management
Date: *2/25/2000*

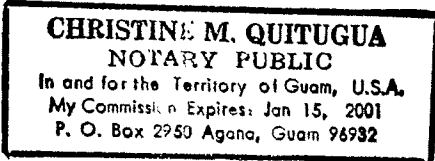
ACKNOWLEDGEMENT

CITY OF HAGATNA) SS

On this *25th* day of *FEBRUARY*, *2000*, before me, the undersigned notary personally appeared CARL J.C. AGUON, Director of Land Management, the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Agana, Guam the day and year first above written.

Christine M. Quitugua



CONDITIONAL CONTRACT TO DEED - Arthur F. Camacho and Mary E. Mantanona

PURCHASER

PURCHASER

Arthur F. Camacho
ARTHUR F. CAMACHO

Mary E. Mantanona
MARY E. MANTANONA

Date: 5/19/99

Date: 3-28-2002

ACKNOWLEDGEMENT

CITY OF HAGATNA) SS

On this 14th day of MAY, 1999, before me the undersigned notary, personally appeared ARTHUR F. CAMACHO, the person whose name is signed on the attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as eligible purchaser for Lot No. 18, Block No. 7, Tract No. 1113, Government of Guam Subdivision, Municipality of Dededo, pursuant to Public Laws 21-60, 21-70 and 21-146, as further amended.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Hagatna, Guam, the day and year first above written.

Christine M. Quitugua

CHRISTINE M. QUITUGUA
NOTARY PUBLIC
In and for the Territory of Guam, U.S.A.
My Commission Expires: Jan 15, 2001
P. O. Box 2950 Agaña, Guam 96932

CONDITIONAL CONTRACT TO DEED - Arthur F. Camacho and Mary E. Mantanona

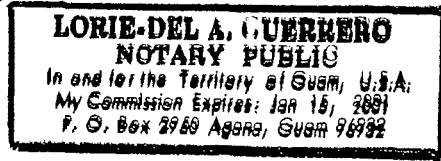
ACKNOWLEDGEMENT

CITY OF HAGATNA) SS

On this 28th day of FEBRUARY, 2000, before me the undersigned notary, personally appeared MARY E. MANTANONA, the person whose name is signed on the attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as eligible purchaser for Lot No. 18, Block No. 7, Tract No. 1113, Government of Guam Subdivision, Municipality of Dededo, pursuant to Public Laws 21-60, 21-70 and 21-146, as further amended.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Hagatna, Guam, the day and year first above written.

Lorie-Del A. Guerrero



APPROVED AS TO FORM:

GOVERNMENT OF GUAM

Robert H. Krebs

JOHN F. TARANTINO, ~~Acting~~
Attorney General

Date: 2/2/00

Carl T.C. Gutierrez

CARL T.C. GUTIERREZ
Governor of Guam

Date: 3.9.00

RECEIVED
3:30 PM
MAR 03 2000
Camacho
ATTORNEY GENERAL'S OFFICE

Island of Guam, Government of Guam
Department of Land Management Office of the Recorder
828204

File for Record is Instrument No. _____
On the Year 11 Month 10 Day 24 Time 8:05
DE-OFFICIO

Recording Fee _____ Receipt No. _____

Deputy Recorder

Sisa O. Mangaw

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

TERMINATION OF CONDITIONAL CONTRACT TO DEED

WHEREAS, the GOVERNMENT OF GUAM, SELLER, and **John C. Perez and Lorraine R. Perez**, PURCHASERS, entered into a Conditional Contract to Deed on the 06TH day of October 1994, to purchase the following described property:

Lot No.14, Block No.12, Tract No. 1113, GOV/FEMA Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo, containing an area 564± square meters or 6,068± square feet, as shown on map prepared by Land Management No. I4-94T561, L.M. Check No. 214FY94, Subdivision Survey Map of Tract 1113, formerly Lot No. 10125-11-1, recorded under Document No. 503994, Certificates of Title No. 35085, Estate No. 22092 together with a Three (3) bedroom structure. Water and power (electricity) and sewer are immediately available or within a distance of 100 feet from the property.

WHEREAS, the PURCHASERS agreed to purchase the property for Two Thousand Five Hundred Dollars (\$2,500.00) on October 06, 1994. The PURCHASER paid the ten percent (10%) down payment of the agreed purchase price. The remaining balance to be paid annually starting on March 09, 1995 and expires on March 09, 2004.

WHEREAS, the sum of TWO HUNDRED FIFTY DOLLARS, (\$250.00) has been applied to the principal due under the Conditional Contract to Deed, and shall be retained by the Government as liquidated damages.

In accordance with Section 4 of the Conditional Contract to Deed attached as EXHIBIT "A", pursuant to Public Law 21-60, 21-72 & 21-146, I, **Monte Mafnas**, the Acting Director of Land Management exercises the right to terminate the right to your Contract recorded under Document No. 518440.

GOVERNMENT OF GUAM:

Monte Mafnas
Monte Mafnas, Acting Director
Department of Land Management

Date: 10-21-11

ACKNOWLEDGEMENT

CITY OF TAMUNING) SS

On this 21st day of October, 2011, before me the undersigned notary, personally appeared **Monte Mafnas**, Acting Director, Department of Land Management, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Tamuning, Guam the day and year first above written.

Teresita A.C. Toves

NOTARY

TERESITA A.C. TOVES
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **Aug. 03, 2013**
P. O. Box 2950 Hagatna, Guam 96932

THIS AGREEMENT, entered into this 6th day of October, 19 94, by the GOVERNMENT OF GUAM, hereinafter known as the GOVERNMENT and JOHN C. PEREZ and LORRAINE R. PEREZ, Husband and Wife, Community Property; S/S Nos. 586-68-2276 and 586-68-2123; P.O. Box 27019, GMF, Barrigada, Guam 96921, resident(s) of Guam, Municipality of DEDEDO, hereinafter known as the PURCHASER(S).

WITNESSETH:

WHEREAS, the GOVERNMENT is the owner of certain property located in the Municipality of DEDEDO, Guam, hereinafter known as the premises, more particularly described as follows:

Lot No. 14, Block No. 12, Tract No. 1113, Gov/Fema Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo containing an area of 564± Square Meters or 6,068± Square Feet as shown on MAP L.M. Check No. 214FY94, Drawing No. I4-94T561, Recorded under Document No. 503994, together with a three (3) bedroom structure. Water, power (Electricity), and sewer are immediately available or within a distance of 100 feet from the property.

WHEREAS, the PURCHASER(S) have fulfilled the statutory and regulatory prerequisites to the acquisition of and from the GOVERNMENT OF GUAM.

NOW THEREFORE, the PURCHASER(S) and the GOVERNMENT agrees as follows:

Interest payment is an additional amount that is due at same time as the principal amount.

This amount will vary depending upon when payment is made.

1. That the total purchase price is TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) payable as follows:

The down payment of TWO HUNDRED FIFTY DOLLARS (\$250.00) which constitutes Ten Percent (10%) of the agreed purchase price, receipt of which is hereby acknowledged; and the balance of the principal as follows:

On 3/09/95	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/09/96	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/09/97	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/09/98	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/09/99	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/09/2000	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/09/2001	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/09/2002	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/09/2003	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/09/2004	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)

CONDITIONAL CONTRACT TO DEED - John C. Perez
Lorraine R. Perez

The PURCHASER(S) shall pay interest on the unpaid balance at the rate of Six Percent (6%) per year, with accrued interest due and payable at the time of principal payments on the unpaid balance.

The PURCHASER(S) shall have the right to make payments at anytime before payments become due, with the total amount of interest due reduced accordingly, provided, that the amount paid at any given time equals or exceeds the amount of the principal due in the next installment plus any interest due at the time payment is made.

2. The PURCHASER(S) may immediately occupy the premises. The PURCHASER(S) agree(s) to permit no waste upon the premises and to pay all taxes and assessments thereon.

3. Because this contract is available only to persons eligible under the applicable laws and regulations, the GOVERNMENT shall have the right of first refusal, as provided for in Section 7 of this contract.

4. All payments due, including interest and any other charges, under this contract must be made to the GOVERNMENT. If the PURCHASER(S) ~~fail~~(s) to meet any payment obligations under this contract on the dates established herein, whether the unpaid obligation constitutes interest or principal, the PURCHASER(S) shall be in default. Upon failure to cure such default within three (3) months after the due date of any payment, the Director of Land Management may terminate the contract and enter upon to take possession of the premises. Upon recovery of possession, the Director shall retain all payments made as liquidated damages. In the case of hardship, the Director may grant an extension of time as any payment or payments due, but in no case shall such extension be for a period of two (2) years.

CONDITIONAL CONTRACT TO DEED - John C. Perez
Lorraine R. Perez

5. The PURCHASER(S) must use the premises for residential purposes only. PURCHASER(S) must, within three (3) years of the availability of water and power by the government for immediate residential usage construct a residential building on the premises, in conformity with the residential construction requirements of the Department of Public Works in effect at the time of construction. The residence constructed on the premises must be regularly occupied by members of the immediate family PURCHASER(S) and no others.

6. The title to the premises shall remain in the GOVERNMENT until the completion of the above conditions. Upon such completion, the GOVERNMENT agrees to deliver to the PURCHASER(S) fee simple title to the premises with the following reservations:

a. All rights title and interest in, and to adjoining streets and alleyways shall be specifically reserved to the GOVERNMENT.

b. The Government will reserve for itself easements and right-of-way, in perpetuity, in, under, through, over and across the above described parcel of land, except where the residence is actually located, for the purpose at any time, of constructing, placing, maintaining, repairing and operating sewage, drainage, and utility lines of any nature whatsoever, together with all rights and privileges, including the rights of ingress to and from the parcel of land inherent in the use and exercise of such easements and rights-of-way, and including the right to make reasonable changes and alterations in connection with the locations, sizes or types of said sewage, drainage, or utility lines as the GOVERNMENT may from time to time, in its sole discretion, deem appropriate.

CONDITIONAL CONTRACT TO DEED - John C. Perez
Lorraine R. Perez

c. The GOVERNMENT will reserve for itself water and mineral rights in the property.


d. The deed shall contain a restriction prohibiting the sale, assignment, lease or transfer, or any other alienation of the property, or any interest therein, within a period of TEN (10) years from the date of delivery of the deed unless the PURCHASER(S) receive(s) prior written approval of such transaction from the Governor of Guam. The restriction on alienation shall provide that any transaction in violation thereof shall result in the immediate reversion to the GOVERNMENT of all right, title, and interest to the premises.

7. Government's First Right of Refusal. In the event an original purchaser desires to sell his or her title, right and interest in any lot purchased under this Act within ten (10) years of the original date of purchase, the government of Guam shall have the first right of refusal. The original purchaser shall declare to the government, no less than one hundred twenty (120) days prior to the intended sale, any intent to sell such lot and the government of Guam shall either waive its right or give notice of its intent to exercise the right of first refusal, within thirty (30) days of notification by the original purchaser.

This Conditional Contract to Deed is not binding until the final approval of the Governor.

IN WITNESS WHEREOF, we have executed this Contract on the dates below written.

GOVERNMENT OF GUAM


F.L.G. CASTRO, Director
Department of Land Management

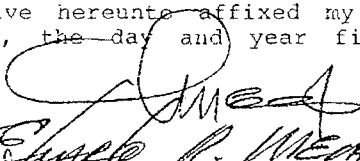
Date: 9/23/97

ACKNOWLEDGMENT

TERRITORY OF GUAM)
)SS
 CITY OF AGANA)

On this 13 day of Sept, 1994, before me, the undersigned notary, personally appeared F. L.G. CASTRO, Director of Land Management, the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Agana, Guam, the day and year first above written.

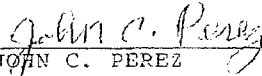


 Edward R. Medina

Notary Public
 In and for the Territory of Guam
 My Commission Expires: Oct 17, 1996

PURCHASER

PURCHASER



 JOHN C. PEREZ



 LORRAINE R. PEREZ

DATE: 9/6/94

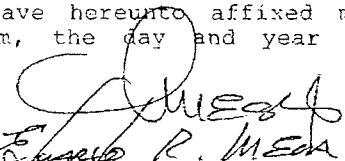
DATE: 9-6-94

ACKNOWLEDGMENT

TERRITORY OF GUAM)
)SS -
 CITY OF AGANA)

On this 6 day of Sept, 1994, before me the undersigned notary, personally appeared JOHN C. PEREZ and LORRAINE R. PEREZ, the person whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as eligible purchasers for Lot No 14, Block No. 12, Tract No. 1113, Gov/Fema Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo pursuant to Public Laws 21-60, 21-72 and 21-146, as further amended.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Agana, Guam, the day and year first above written.



 Edward R. Medina

Notary Public
 In and for the Territory of Guam
 My Commission Expires: Oct 17, 1996

Conditional Contract to Deed - John C. Perez
Lorraine R. Perez

RECEIVED
DEPARTMENT OF
LAND MANAGEMENT

Oct 14 12 32 PM '94

APPROVED AS TO FORM:

Donald L. Paylette

DONALD L. PAYLETTE
Attorney General, Acting

Date: 9/27/94

GOVERNMENT OF GUAM

Joseph F. Ada

JOSEPH F. ADA
Governor of Guam

Date: OCT 06 1994

ATTESTED:

Frank F. Blas

FRANK F. BLAS
Lieutenant Governor

Date: OCT 12 1994

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RECEIVED

SEP 23 1994

Denise
ATTORNEY GENERAL'S OFFICE

Island of Guam, Government of Guam
Department of Land Management Office of the Recorder

File for Record is Instrument No. 828203
On the Year 11 Month 10 Day 24 Time 8:04
DE-OFFICIO

Recording Fee _____ Receipt No. _____
Deputy Recorder Jisa O. Manggar

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

TERMINATION OF CONDITIONAL CONTRACT TO DEED

WHEREAS, the GOVERNMENT OF GUAM, SELLER, and **Betty Mantanona**, PURCHASER, entered into a Conditional Contract to Deed on the 26TH day of August 1994, to purchase the following described property:

Lot No.21, Block No.12, Tract No. 1113, GOV/FEMA Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo, containing an area 564± square meters or 6,068± square feet, as shown on map prepared by Land Management No. I4-94T561, L.M. Check No. 214FY94, Subdivision Survey Map of Tract 1113, formerly Lot No. 10125-11-1, recorded under Document No. 503994, Certificates of Title No. 35085, Estate No. 22092 together with a One (1) bedroom structure. Water and power (electricity) and sewer are immediately available or within a distance of 100 feet from the property.

WHEREAS, the PURCHASER agreed to purchase the property for Two Thousand Five Hundred Dollars (\$2,500.00) on August 26, 1994. The PURCHASER paid the ten percent (10%) down payment of the agreed purchase price. The remaining balance to be paid annually starting on March 02, 1995 and expires on March 02, 2004.

WHEREAS, the sum of TWO HUNDRED FIFTY DOLLARS, (\$250.00) has been applied to the principal due under the Conditional Contract to Deed, and shall be retained by the Government as liquidated damages.

In accordance with Section 4 of the Conditional Contract to Deed attached as EXHIBIT "A", pursuant to Public Law 21-60, 21-72 & 21-146, I, **Monte Mafnas**, the Acting Director of Land Management exercises the right to terminate the right to your Contract recorded under Document No. 523802.

GOVERNMENT OF GUAM:

Monte Mafnas

Monte Mafnas, Acting Director
Department of Land Management

Date: 10-21-11

ACKNOWLEDGEMENT

CITY OF TAMUNING) SS

On this 21st day of October, 2011, before me the undersigned notary, personally appeared **Monte Mafnas**, Acting Director, Department of Land Management, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Tamuning, Guam the day and year first above written.

Teresita A.C. Toves

NOTARY

TERESITA A.C. TOVES
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **Aug. 03, 2013**
P. O. Box 2950 Hagatna, Guam. 96932

CONDITIONAL CONTRACT TO DEED

THIS AGREEMENT, entered into this 26th day of August, 19 94, by the GOVERNMENT OF GUAM, hereinafter known as the GOVERNMENT and BETTY MANTANONA, Single person as her sole and separate property; S/S No. 586-74-8708; P.O. Box 10434, Sinajana, Guam 96926, resident of Guam, Municipality of DEDEDO, hereinafter known as the PURCHASER.

WITNESSETH:

WHEREAS, the GOVERNMENT is the owner of certain property located in the Municipality of DEDEDO, Guam, hereinafter known as the premises, more particularly described as follows:

Lot No. 21, Block No. 12, Tract No. 1113, Gov/Fema Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo containing an area of 564± Square Meters or 6,068± Square Feet as shown on MAP L.M. Check No. 214FY94, Drawing No. I4-94T561, Recorded under Document No. 503994, together with a one (1) bedroom structure. Water, power (Electricity), and sewer are immediately available or within a distance of 100 feet from the property.

WHEREAS, the PURCHASER has fulfilled the statutory and regulatory prerequisites to the acquisition of and from the GOVERNMENT OF GUAM.

NOW THEREFORE, the PURCHASER and the GOVERNMENT agrees as follows:

Interest payment is an additional amount that is due at same time ~~as~~ the principal amount.

This amount will vary depending upon when payment is made.

1. That the total purchase price is TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) payable as follows:

The down payment of TWO HUNDRED FIFTY DOLLARS (\$250.00) which constitutes Ten Percent (10%) of the agreed purchase price, receipt of which is hereby acknowledged; and the balance of the principal as follows:

On 3/02/95	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/02/96	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/02/97	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/02/98	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/02/99	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/02/2000	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/02/2001	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/02/2002	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/02/2003	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/02/2004	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)

CONDITIONAL CONTRACT TO DEED - Betty Mantanona

The PURCHASER shall pay interest on the unpaid balance at the rate of Six Percent (6%) per year, with accrued interest due and payable at the time of principal payments on the unpaid balance.

The PURCHASER shall have the right to make payments at anytime before payments become due, with the total amount of interest due reduced accordingly, provided, that the amount paid at any given time equals or exceeds the amount of the principal due in the next installment plus any interest due at the time payment is made.

2. The PURCHASER may immediately occupy the premises. The PURCHASER agrees to permit no waste upon the premises and to pay all taxes and assessments thereon.

3. Because this contract is available only to persons eligible under the applicable laws and regulations, the GOVERNMENT shall have the right of first refusal, as provided for in Section 7 of this contract.

4. All payments due, including interest and any other charges, under this contract must be made to the GOVERNMENT. If the PURCHASER fails to meet any payment obligations under this contract on the dates established herein, whether the unpaid obligation constitutes interest or principal, the PURCHASER shall be in default. Upon failure to cure such default within three (3) months after the due date of any payment, the Director of Land Management may terminate the contract and enter upon to take possession of the premises. Upon recovery of possession, the Director shall retain all payments made as liquidated damages. In the case of hardship, the Director may grant an extension of time as any payment or payments due, but in no case shall such extension be for a period of two (2) years.

CONDITIONAL CONTRACT TO DEED - Betty Mantanona

5. The PURCHASER must use the premises for residential purposes only. PURCHASER must, within three (3) years of the availability of water and power by the government for immediate residential usage construct a residential building on the premises, in conformity with the residential construction requirements of the Department of Public Works in effect at the time of construction. The residence constructed on the premises must be regularly occupied by members of the immediate family PURCHASER and no others.

6. The title to the premises shall remain in the GOVERNMENT until the completion of the above conditions. Upon such completion, the GOVERNMENT agrees to deliver to the PURCHASER fee simple title to the premises with the following reservations:

a. All rights title and interest in, and to adjoining streets and alleyways shall be specifically reserved to the GOVERNMENT.

b. The Government will reserve for itself easements and right-of-way, in perpetuity, in, under, through, over and across the above described parcel of land, except where the residence is actually located, for the purpose at any time, of constructing, placing, maintaining, repairing and operating sewage, drainage, and utility lines of any nature whatsoever, together with all rights and privileges, including the rights of ingress to and from the parcel of land inherent in the use and exercise of such easements and rights-of-way, and including the right to make reasonable changes and alterations in connection with the locations, sizes or types of said sewage, drainage, or utility lines as the GOVERNMENT may from time to time, in its sole discretion, deem appropriate.

c. The GOVERNMENT will reserve for itself water and mineral rights in the property.

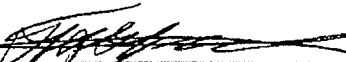
d. The deed shall contain a restriction prohibiting the sale, assignment, lease or transfer, or any other alienation of the property, or any interest therein, within a period of TEN (10) years from the date of delivery of the deed unless the PURCHASER receives prior written approval of such transaction from the Governor of Guam. The restriction on alienation shall provide that any transaction in violation thereof shall result in the immediate reversion to the GOVERNMENT of all right, title, and interest to the premises.

7. Government's First Right of Refusal. In the event an original purchaser desires to sell his or her title, right and interest in any lot purchased under this Act within ten (10) years of the original date of purchase, the Government of Guam shall have the first right of refusal. The original purchaser shall declare to the government, no less than one hundred twenty (120) days prior to the intended sale, any intent to sell such lot and the government of Guam shall either waive its right or give notice of its intent to exercise the right of first refusal, within thirty (30) days of notification by the original purchaser.

This Conditional Contract to Deed is not binding until the final approval of the Governor.

IN WITNESS WHEREOF, we have executed this Contract on the dates below written.

GOVERNMENT OF GUAM



F.L.G. CASTRO, Director
Department of Land Management

Date: 8/10/94

Conditional Contract to Deed - Betty Mantanona

ACKNOWLEDGMENT

TERRITORY OF GUAM)
)SS
 CITY OF AGANA)

On this 10TH day of Aug., 19 94, before me, the undersigned notary, personally appeared F/ L.G. CASTRO, Director of Land Management, the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Agana, Guam, the day and year first above written.

Steven P. Muna
 STEVEN P. MUNA
 Notary Public
 In and for the Territory of Guam
 My Commission Expires: 12/17/96

PURCHASER

Betty Mantanona
 BETTY MANTANONA

DATE: 8/13/94

ACKNOWLEDGMENT

TERRITORY OF GUAM)
)SS
 CITY OF AGANA)

On this 3RD day of August, 19 94, before me the undersigned notary, personally appeared BETTY MANTANONA, the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as eligible purchaser for Lot No. 21, Block No. 12, Tract No. 1113, Gov/Fema Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo pursuant to Public Laws 21-60, 21-72 and 21-146, as further amended.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Agana, Guam, the day and year first above written.

Steven P. Muna
 STEVEN P. MUNA
 Notary Public
 In and for the Territory of Guam
 My Commission Expires: 12/17/94

APPROVED AS TO FORM:

Donald L. Paillette
DONALD L. PAILLETTE, Acting
Attorney General

Date: 8/16/94

GOVERNMENT OF GUAM

Joseph F. Ada
JOSEPH F. ADA
Governor of Guam

Date: AUG 26 1994

ATTESTED:

Frank F. Blas
FRANK F. BLAS
Lieutenant Governor

Date: SEP 01 1994

RECEIVED
DEPARTMENT OF
LAND MANAGEMENT
SEP 14 11 52 AM '94

RECEIVED

AUG 15 1994
Denise
ATTORNEY GENERAL'S OFFICE

Island of Guam, Government of Guam
Department of Land Management Office of the Recorder

File for Record is Instrument No. 828207
On the Year 11 Month 10 Day 24 Time 8:08

Recording Fee DE LOFFICIO Receipt No. _____
Deputy Recorder Susa B. Mangaw

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

TERMINATION OF CONDITIONAL CONTRACT TO DEED

WHEREAS, the GOVERNMENT OF GUAM, SELLER, and **Antonio S. Cabrera and Susan Cabrera**, PURCHASERS, entered into a Conditional Contract to Deed on the 08TH day of August 1994, to purchase the following described property:

Lot No.14, Block No.7, Tract No. 1113, GOV/FEMA Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo, containing an area 529± square meters or 5,698± square feet, as shown on map prepared by Land Management No. I4-94T561, L.M. Check No. 214FY94, Subdivision Survey Map of Tract 1113, formerly Lot No. 10125-11-1, recorded under Document No. 503994, Certificates of Title No. 35085, Estate No. 22092 together with a one (1) bedroom structure. Water and power (electricity) and sewer are immediately available or within a distance of 100 feet from the property.

WHEREAS, the PURCHASERS agreed to purchase the property for Two Thousand Five Hundred Dollars (\$2,500.00) on August 08, 1994. The PURCHASERS paid the ten percent (10%) down payment of the agreed purchase price. The remaining balance to be paid annually starting on March 04, 1995 and expires on March 08, 2004.

WHEREAS, the sum of TWO HUNDRED FIFTY DOLLARS, (\$250.00) has been applied to the principal due under the Conditional Contract to Deed, and shall be retained by the Government as liquidated damages.

In accordance with Section 4 of the Conditional Contract to Deed attached as EXHIBIT "A", pursuant to Public Law 21-60, 21-72 & 21-146, I, **Monte Mafnas**, the Acting Director of Land Management exercises the right to terminate the right to your Contract recorded under Document No. 515726

GOVERNMENT OF GUAM:

Monte Mafnas
Monte Mafnas, Acting Director
Department of Land Management

Date: 10-21-11

ACKNOWLEDGEMENT

CITY OF TAMUNING) SS

On this 21st day of October, 2011, before me the undersigned notary, personally appeared **Monte Mafnas**, Acting Director, Department of Land Management, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Tamuning, Guam the day and year first above written.

Teresita A.C. Toves

NOTARY

TERESITA A.C. TOVES
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **Aug. 03, 2013**
P. O. Box 2950 Hagatna, Guam 96932

CONDITIONAL CONTRACT TO DEED

515726

THIS AGREEMENT, entered into this 8th day of August 19 94, by the GOVERNMENT OF GUAM, hereinafter known as the GOVERNMENT and ANTONIO S. CABRERA and SUSAN CABRERA, Husband and Wife, Community Property; S/S Nos. 586-01-4545 and 586-07-2874; P.O. Box 20933, GMF, Barrigada, Guam 96921, residents of Guam, Municipality of DEDEDO, hereinafter known as the PURCHASERS.

WITNESSETH:

WHEREAS, the GOVERNMENT is the owner of certain property located in the Municipality of DEDEDO, Guam, hereinafter known as the premises, more particularly described as follows:

Lot No. 14, Block No. 7, Tract No. 1113, Gov/Fema Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo containing an area of 529± Square Meters or 5,698± Square Feet as shown on MAP L.M. Check No. 214FY94, Drawing No. I4-94T561, Recorded under Document No. 503994, together with a one (1) bedroom structure. Water, power (Electricity), and sewer are immediately available or within a distance of 100 feet from the property.

WHEREAS, the PURCHASERS have fulfilled the statutory and regulatory prerequisites to the acquisition of and from the GOVERNMENT OF GUAM.

NOW THEREFORE, the PURCHASERS and the GOVERNMENT agrees as follows:

Interest payment is an additional amount that is due at same time as the principal amount.

This amount will vary depending upon when payment is made.

1. That the total purchase price is TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) payable as follows:

The down payment of TWO HUNDRED FIFTY DOLLARS (\$250.00) which constitutes Ten Percent (10%) of the agreed purchase price, receipt of which is hereby acknowledged; and the balance of the principal as follows:

On 3/04/95	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/04/96	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/04/97	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/04/98	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/04/99	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/04/2000	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/04/2001	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/04/2002	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/04/2003	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)
On 3/04/2004	TWO HUNDRED TWENTY-FIVE DOLLARS	(\$225.00)

CONDITIONAL CONTRACT TO DEED - Antonio S. Cabrera
Susan Cabrera

The PURCHASERS shall pay interest on the unpaid balance at the rate of Six Percent (6%) per year, with accrued interest due and payable at the time of principal payments on the unpaid balance.

The PURCHASERS shall have the right to make payments at anytime before payments become due, with the total amount of interest due reduced accordingly, provided, that the amount paid at any given time equals or exceeds the amount of the principal due in the next installment plus any interest due at the time payment is made.

2. The PURCHASERS may immediately occupy the premises. The PURCHASERS agree to permit no waste upon the premises and to pay all taxes and assessments thereon.

3. Because this contract is available only to persons eligible under the applicable laws and regulations, the GOVERNMENT shall have the right of first refusal, as provided for in Section 7 of this contract.

4. All payments due, including interest and any other charges, under this contract must be made to the GOVERNMENT. If the PURCHASERS fail to meet any payment obligations under this contract on the dates established herein, whether the unpaid obligation constitutes interest or principal, the PURCHASERS shall be in default. Upon failure to cure such default within three (3) months after the due date of any payment, the Director of Land Management may terminate the contract and enter upon to take possession of the premises. Upon recovery of possession, the Director shall retain all payments made as liquidated damages. In the case of hardship, the Director may grant an extension of time as any payment or payments due, but in no case shall such extension be for a period of two (2) years.

CONDITIONAL CONTRACT TO DEED - Antonio S. Cabrera
Susan Cabrera

5. The PURCHASERS must use the premises for residential purposes only. PURCHASERS must, within three (3) years of the availability of water and power by the government for immediate residential usage construct a residential building on the premises, in conformity with the residential construction requirements of the Department of Public Works in effect at the time of construction. The residence constructed on the premises must be regularly occupied by members of the immediate family PURCHASERS and no others.

6. The title to the premises shall remain in the GOVERNMENT until the completion of the above conditions. Upon such completion, the GOVERNMENT agrees to deliver to the PURCHASERS fee simple title to the premises with the following reservations:

a. All rights title and interest in, and to adjoining streets and alleyways shall be specifically reserved to the GOVERNMENT.

b. The Government will reserve for itself easements and right-of-way, in perpetuity, in, under, through, over and across the above described parcel of land, except where the residence is actually located, for the purpose at any time, of constructing, placing, maintaining, repairing and operating sewage, drainage, and utility lines of any nature whatsoever, together with all rights and privileges, including the rights of ingress to and from the parcel of land inherent in the use and exercise of such easements and rights-of-way, and including the right to make reasonable changes and alterations in connection with the locations, sizes or types of said sewage, drainage, or utility lines as the GOVERNMENT may from time to time, in its sole discretion, deem appropriate.

CONDITIONAL CONTRACT TO DEED - Antonio S. Cabrera
Susan Cabrera

c. The GOVERNMENT will reserve for itself water and mineral rights in the property.

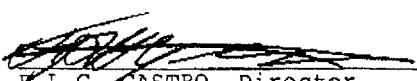
d. The deed shall contain a restriction prohibiting the sale, assignment, lease or transfer, or any other alienation of the property, or any interest therein, within a period of TEN (10) years from the date of delivery of the deed unless the PURCHASERS receive prior written approval of such transaction from the Governor of Guam. The restriction on alienation shall provide that any transaction in violation thereof shall result in the immediate reversion to the GOVERNMENT of all right, title, and interest to the premises.

7. Government's First Right of Refusal. In the event an original purchaser desires to sell his or her title, right and interest in any lot purchased under this Act within ten (10) years of the original date of purchase, the Government of Guam shall have the first right of refusal. The original purchaser shall declare to the government, no less than one hundred twenty (120) days prior to the intended sale, any intent to sell such lot and the government of Guam shall either waive its right or give notice of its intent to exercise the right of first refusal, within thirty (30) days of notification by the original purchaser.

This Conditional Contract to Deed is not binding until the final approval of the Governor.

IN WITNESS WHEREOF, we have executed this Contract on the dates below written.

GOVERNMENT OF GUAM


P.L.G. CASTRO, Director
Department of Land Management

Date: 7/15/94

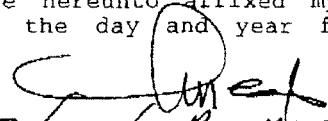
Conditional Contract to Deed - Antonio S. Cabrera
Susan Cabrera

ACKNOWLEDGMENT

TERRITORY OF GUAM)
)SS
CITY OF AGANA)

On this 15~~th~~ day of July, 1994, before me, the undersigned notary, personally appeared F. L.G. CASTRO, Director of Land Management, the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Agana, Guam, the day and year first above written.


Edmundo R. MESA

Notary Public
In and for the Territory of Guam
My Commission Expires: Oct 17, 1996

PURCHASER

PURCHASER


ANTONIO S. CABRERA


SUSAN CABRERA

DATE: July 14, 1994

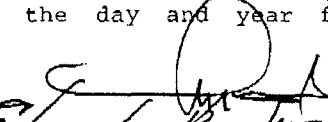
DATE: 7/14/94

ACKNOWLEDGMENT

TERRITORY OF GUAM)
)SS
CITY OF AGANA)

On this 14~~th~~ day of July, 1994, before me the undersigned notary, personally appeared ANTONIO S. CABRERA and SUSAN CABRERA, the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as eligible purchasers for Lot No. 14, Block No. 7, Tract No. 1113, Gov/Fema Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo pursuant to Public Laws 21-60, 21-72 and 21-146, as further amended.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Agana, Guam, the day and year first above written.


Edmundo R. MESA

Notary Public
In and for the Territory of Guam
My Commission Expires: Oct 17, 1996

515726

Conditional Contract to Deed - Antonio S. Cabrera
Susan Cabrera

APPROVED AS TO FORM:

Donald L. Paillette

DONALD L. PAILLETTE
Acting Attorney General

Date: 7/27/94

RECEIVED

JUL 25 1994

John OFFICE

GOVERNMENT OF GUAM

Joseph F. Ada

JOSEPH F. ADA
Governor of Guam

Date: AUG 08 1994

ATTESTED:

Frank F. Blas

FRANK F. BLAS
Lieutenant Governor

Date: AUG 10 1994

RECEIVED
DEPARTMENT OF
LAND MANAGEMENT
AUG 24 9 22 AM '94

GOVERNMENT OF GUAM
AGANA

I/WE, CRUZ, MANUEL C *247*

acknowledged the terms and conditions contained in the Conditional Contract to Deed and Conditional Deed of Conveyance for the purchase of Lot No. 2, Block No. 8, ~~FEENA~~ DEDEDO Subdivision, were explained to me/us by the Staff of Land Administration Division. They explained in detail and in "Layman's terms", of my/our obligations under the contract, including:

1. The purchase price of the lot is Two Thousand Five Hundred Dollars (\$2,500.00).
2. The minimum down-payment is ten percent (10%) of the purchase price.
3. Unpaid principal can be paid by installments of up to ten (10) years at six percent (6%) simple interest.
4. Installment payments may be made at any time provided it is equal to or more than principal due on next installments.
5. Purchaser(s) may pay in full at any time the unpaid balance without penalty.
6. Purchaser(s) may immediately occupy lot and agrees to pay all taxes and assessments thereon upon effective date of contract.
7. Payment default must be cured within three (3) months from due date of payment. Hardship cases will be given up to one (1) year grace period. Failure to cure default will terminate contract and all payments will be retained as liquidation damages.
8. Lot must be used for residential purposes by only the purchaser(s).
9. Title to lot remains with Government of Guam until satisfaction of contract terms and conditions.

10. Upon satisfaction of Item 9, government conveys title to purchaser(s) reserving for itself:

- a. From time to time sewage, drainage or utility easements in perpetuity.
- b. Adjoining streets and alleyways.
- c. Water and mineral rights in the premises.
- d. Restrictions for 10 years on the alienation of the premises violation of which, results in reversion to Government. This does not apply to mortgages with local lending institutions. Foreclosure of such mortgage, lender may dispose property at his sole discretion.

11. The Conditional Contract to Deed and Conditional Deed of Conveyance becomes binding upon signature of the Governor.

Explained by:

John Thomas
John Thomas

Date: 3/8/94

Time: 10:05 AM

Purchaser(s):

James Earl

Date: 3/8/94

Time: 10:05 AM

Date: 3/8/94

Time: 10/0 AM

Receipt No. A4719043

Amount \$ 250⁰⁰

A 4 71904 ~ GOVERNMENT OF GU. A

DEPARTMENT OF ADMINISTRATION
AGANA, GUAM

DATE 6/8/94
NO. #58 BK 4

OFFICIAL RECEIPT

310057207 SALE OF GOVT LAND	250
TRACT 1113 B/K 8 LOT 2	
ASTUMBO DEDEDO	
PLEASE PAY TO TREASURER OF GUAM	250

PAYER MANUEL C. CRUZ
ADDRESS GEN DEL DEDEDO

NOT VALID
UNLESS
OVERPRINTED
BY OUR
REGISTER

DATE	SER. NO.	DOCUMENT NO.	CLASS.	AMOUNT

A 4 719043

PAYER M.C. CRUZ
NO. #39 BK 4

DLM
ISSUING OFFICE
[Signature]
SIGNATURE

RESERVED FOR ISSUING OFFICE		
CREDIT:	<u>250</u>	
<u>310057207</u>		
	<u>250</u>	
NOTES: <u>T 1113</u>		
<u>B/K 8</u>		
<u>LOT 2</u>		

GOVERNMENT OF GUAM
ADMINISTRATION
COPY
RETURN TO ISSUING OFFICE

UNITED STATES POSTAL MONEY ORDER 15 - 800
000

60110747875 940308 969126 *250*00

SERIAL NUMBER YEAR, MONTH, DAY POST OFFICE U.S. DOLLARS AND CENTS

PAY TO <u>Treasurer of Guam</u>	CHECKWRITER IMPRINT AREA
ADDRESS	FROM <u>Manuel Cruz</u>
COD NO. OR USED FOR	ADDRESS

⑆000008002⑆ 60110747875⑆