其他約定事項(消費者貸款專用)

Other Matters Agreed (for consumer loans)

- 一、債務人及擔保物提供人,切實聲明所提供之擔保物為擔保物提供人合法所有,他人對之並無任何權利,如有不實,債務人及 擔保物提供人除應即另行提供抵押權人認可之其他相同或較高價值之擔保物或立即清償債務外,債務人及擔保物提供人並均 願連帶負責賠償抵押權人因此所受之損害。
- 1 · The debtor and the collateral provider hereby declare that the collateral provided is legally owned by the collateral provider and that no other person has any rights over it. In the event of any inaccuracy, the debtor and the collateral provider shall, in addition to providing other collateral that is the same or of higher value as approved by the mortgagee or immediately repaying the loan, jointly and severally liable to indemnify the mortgagee for any damage suffered as a result.
- 二、擔保物因天災、事變或第三人行為等不可歸責於雙方當事人之事由致毀損、滅失或價值貶落時,債務人或擔保物提供人應即 通知抵押權人,抵押權人得定相當期限請求主債務人提出與減少價額相當之擔保或清償減少價額相當之債務,債務人逾期不 提出或清償者,抵押權人得請求主債務人清償全部債務。債務人及擔保物提供人,非經抵押權人書面同意,不得擅自將擔保 物之全部或一部轉讓、出租、設定典權及出借與第三人或供第三人設定地上權。擔保物之變更、改良、增設及廢棄等情事, 亦須先經抵押權人書面同意。如需要辦理變更登記時,債務人及擔保物提供人願立即辦理。
- Where the collateral provided is damaged, destroyed, or depreciated due to events not attributable to both parties, such as natural disasters, accidents, or third-party acts, the debtor or the collateral provider shall immediately notify the mortgagee. The mortgagee may request the principal debtor to provide the collateral equivalent to the price-reduced value or repay the debt in an amount equivalent to the price-reduced value within a reasonable period of time; in the event that the debtor fails to do so within the specified period, the mortgagee may request the principal debtor to pay off all debt. The debtor and the collateral provider shall not, without the written consent of the mortgagee, dispose of the entire or part of the collateral provided, lease it out, create a dien over it, or lend it to a third party or allow a third party to create a superficies on it. Any changes, improvements, additions, or abandonment of the collateral provided shall also require the prior written consent of the mortgagee. If necessary, the debtor and the collateral provider agree to immediately proceed with the change registration of the collateral provided.

債務人及擔保物提供人,對於抵押物願以善良管理人之注意,妥善使用及慎重保管,並不得怠於修理等保存上必要之行為,擔保物之稅捐、修理等一切費用,概由債務人及擔保物提供人連帶負責。

The debtor and the collateral provider are willing to exercise the due care of a good administrator to properly use and carefully keep the collateral provided, and shall not neglect to repair and other acts necessary for its preservation. The debtor and the collateral provider are jointly and severally liable for all the expenses of the collateral provided incurred, such as taxes and repairs.

- 三、擔保物應由債務人、擔保物提供人,按抵押權人規範之擔保品應投保保險金額向保險公司投保適當火險或(及)抵押權人認為必要之其他保險,前述保險之保單應載明抵押權人,並聲請保險公司在保險單上加註抵押權特約條款,一切費用概歸債務人及擔保物提供人連帶負責。如債務人或擔保物提供人怠於辦理續保、加保手續時,抵押權人得代為辦理及墊付費用,抵押權人所墊付保險費用應由債務人或擔保物提供人立即償還,否則應自墊付日起按墊付日抵押權人牌告放款基準利率-季調加年率四·五%計息。惟抵押權人並無代為投保或墊付保險費之義務。
- 3 ·The collateral provided shall be insured by the debtor and the collateral provider with appropriate fire insurance or (and) other insurance deemed necessary by the mortgagee according to the insurance amount specified by the mortgagee. The foregoing insurance policy shall specify the mortgagee and request the insurance company to add a mortgage clause to the insurance policy, with all the costs incurred thereof being jointly and severally liable by the debtor and the collateral provider. Where the debtor or the collateral provider fails to renew or add insurance coverage against the collateral provided, the mortgagee may proceed with such renewal or addition of insurance coverage, and advance the insurance on behalf of the debtor or the collateral provider and pay the costs incurred thereof. The debtor or collateral provider shall immediately reimburse the insurance premiums and any other expenses paid by the mortgagee; otherwise, the mortgagee may charge interest on the amount paid from the date of payment at the Base Rate-quarterly adjustment announced by the mortgagee plus 4.5% per annum. However, the mortgagee is not obligatory to insure or pay insurance premiums and other related expenses on behalf of the debtor or the collateral provider.

擔保物如遭受損失,在未經領受賠償價款以前,抵押權人如認為必要時,得要求另行提供相當擔保物,債務人及擔保物提供 人亦願照辦。

Where the collateral provided suffers losses, and the insurance proceeds have not been received yet, the mortgagee may deem necessary to require the debtor or the collateral provider to provide additional equivalent collateral as an instead, which is to be complied with by the debtor and the collateral provider.

- 四、本件擔保物之土地及房屋之抵押權效力及於抵押權設定前與設定後之該土地上水利權、建築物(包括本抵押不動產附連之建築物)、地上物、花園、樹木及附屬該房屋之全部設備,即自來水、煤氣、電氣、冷暖氣暨衛生設施等一切物件。
- 4 · The validity of the mortgage on the land and house in this collateral provided shall extend to the water rights, buildings (including buildings attached to this mortgaged real property), land improvements, gardens, trees, and all equipment attached to the house, namely, everything such as, water, gas, electricity, heating and cooling, and sanitary facilities, both before and after the mortgage is established.

本件對擔保物中之機械、器具、水電及交通等設備之抵押權效力,及於其主物、附屬物、貯藏於廠內或倉內之零件、備用品及工具等與主物有關連之一切物品。

The validity of the mortgage on the machinery, equipment, water and electricity, and transportation equipment in this collateral provided shall extend to the principal thing, accessories, spare parts, supplies and tools stored in the factory or warehouse, as well as everything related to the principal thing.

五、如擔保物之全部或一部因徵用、徵收或其他原因,使債務人或擔保物提供人得領取補償價款時,抵押權人得代理債務人或擔保 物提供人直接領取,以資優先抵還已到期或未到期之債務。此項代理權之委任,以本契約書為委任之證明,不另立委任書狀。 5 · Where the collateral provided, in whole or in part, is expropriated, requisitioned, or for other reasons, causing the debtor or the collateral provider to be entitled to receive compensation, the mortgagee, acting as the proxy of the debtor or the collateral provider, may directly collect the compensation to repay preferentially the debt, whether due or not due. This proxy, evidence by this deed, requires no separate power of attorney. 六、債務人及擔保物提供人同意抵押權人得將本件擔保物全部或一部轉抵押。 6 · The debtor and the collateral provider agree that the mortgagee may re-mortgage the entire or part of the collateral provided. 七、抵押權設定契約書內土地及建物限定擔保債權金額欄所載之每筆金額,僅表示每筆登記書狀費計算上之大概金額,本件全部 不動產應屬總債務之共同擔保。抵押權人得就各筆不動產賣得價金之全部或一部,受債權全部或一部之清償,不受所載每筆 限定擔保債權金額範圍之限制。 7 · The amounts listed in the "Limited Secured Claim Amount" column for land and buildings in the Deed of Mortgage Creation are only approximate amounts for calculating the registration fees for each document. All of the real properties in the collateral provided shall be jointly and severally secured for the total claim. The mortgagee may be fully or partially repaid from the sale proceeds of all or any one of the real properties, without being subject to the limited secured claim amounts listed in the foregoing document. 八、本契約所約定各條款以抵押權人所在地為履行地。如債務人及擔保物提供人不依約履行其責任而涉訟時,均願以 地方法院為第一審管轄法院。其訴訟費用(包括債權人律師費)均由債務人及擔保物提供人連帶負責賠償。 8 · It is agreed that the place of performance of various clauses in this deed shall be the location of the mortgagee. Where the debtor and the collateral provider fail to perform their obligations under this deed, they agree that the ______ District Court be the court of jurisdiction for the first instance over any law suit in connection with this deed. The litigation costs incurred thereof (including the creditor's attorney fees) shall be borne jointly and severally by the debtor and the collateral provider. 九、本契約項下擔保物抵押權設定、變更等應繳納之登記規費(含相關費用),約定由 9 · The registration fees (including other related expenses) to be paid for the creation and change of the mortgage on the collateral under this deed shall be borne by 十、擔保物提供人向抵押權人第一商業銀行股份有限公司(包括總行及所屬各分支機構)提供本擔保物設定抵押權,擔 保物提供人並確認所設定抵押權之種類及擔保範圍依照下列第()款之約定辦理: 10 · Providing the collateral for the mortgage created to the mortgagee, First Commercial Bank Co., Ltd. (including its head office and all branches), the collateral provider shall confirm that the type and scope of the mortgage to be created shall be implemented in accordance with what is agreed in the Paragraph () listed below: (一)普通抵押權 1) General Mortgages 擔保物提供人 月 日 _______(**擔保物提供人簽名)**為債務人對抵押權人於**民國 所簽立之金錢消費借貸契據發生之債務**,並包括本抵押權設定契約書約定之其他擔保範圍。 The collateral provider, whose name is ______ (the collateral provider's signature), is liable for the debt incurred by the deed of monetary consumption loan executed by the debtor and the mortgagee on _(MM) _____(DD), ____(YYYY), and for other secured claims agreed in this Deed of Mortgage Creation. (二)最高限額抵押權 2) Line of Credit Mortgages 擔保物提供人 **(擔保物提供人簽名)**確認所設定抵押權之擔保範圍為債務人對 抵押權人**現在(包括過去所負現在尚未清償)及將來**在本抵押權設定契約書約定最高限額內所負之債務·包括_____、 ,並包括本抵押權設定契約書約定之其他擔保範圍。 The collateral provider, whose name is (the collateral provider's signature),

confirms that secured claims of the mortgages created are for the debt incurred by the debtor from the mortgagee present

(including past debts currently outstanding) and future not more than a specified maximum amount agreed in this Deed of

※債務擔保類別參考文字 Categories of debts to be secured FYR.:借款 loan、保證 guarantee、透支 overdraft、信用卡契約 credit card contracts、票據 negotiable instrument、衍生性金融商品交易契約 derivatives transaction contracts 、貼現 discount、買入光票 negotiation of clean bills、進出口押匯 import/export negotiations、開發信用狀 issuance of Letters of Credit、承兌 acceptance、墊款 advances、委任保證 mandate for issuance of bank guarantee、特約商店契約 merchant agreements、以債務人為買方或賣方之應收帳款契約 accounts receivable purchase agreements with the debtor as the buyer or the seller。

<u>前述債務擔保類別「保證」之法律關係:係指債務人如擔任他人借款關係之保證人,其所保證之債務,於保證</u>期間,或未獲清償前,此保證債務於該最高限額內,為抵押權擔保範圍,須負擔保責任。

The legal relationship of "Guarantee" defined in the aforesaid categories of debts to be secured: It refers to the fact that a debtor, once acting as a guarantor for another person's loan relationship, shall be subject to guarantee liability for the debt guaranteed by him/her during the guarantee period or until the debt is repaid, with such guaranteed debt securing the scope of mortgage within its maximum amount.

擔保物提供人對於前揭告知事項於抵押權設定時已確認瞭解其意。

The collateral provider has confirmed his/her understanding of the foregoing mattters disclosed at the time of the creation of the mortgage.

擔保物提供人(親簽並蓋章):

Collateral Provider (with personal signature and seal):

Explained and verified the signature in person by

已向擔保物提供人詳細解說「保證」
之法律關係。
The legal relationship of "Guarantee" has been explained in detail to the collateral provider.

- 十一、抵押權種類為最高限額抵押權者,債務人及擔保物提供人同意,債務人之多筆債務均屆清償期時,倘擔保物經處分(含強制執行),抵押權人得就處分後價金指定抵充債務之順序。
- 1 1 · Where the type of mortgage is of Line of Credit Mortgages, the debtor and the collateral provider agree that, upon the debtor's multiple debts being all due for repayment and the collateral provided being disposed of (including compulsory enforcement), the mortgagee may specify the order in which the proceeds from the sale of the collateral provided are used to discharge the debts.
- 十二、本契約之解釋與適用以中華民國法律為準據法,本契約有中、英文兩種版本,此兩種版本有矛盾或牴觸時,悉以 中文版本為準。
- 1 2 · This Deed herein shall be interpreted and applied in accordance with the laws of the Republic of China. This Deed is available in Chinese and English versions. In the event of any inconsistency or conflict between the two versions, the Chinese version shall prevail.
- ◎ 債務人及擔保物提供人茲聲明:對本抵押權設定契約書(包括其他約定事項)全部條款,已於合理期間審閱,且充分瞭 解其內容,並同意蓋章如下:
- We, as the debtor and collateral provider hereby declare that we have reviewed and fully understood all the terms and conditions of this Deed of Mortgage Creation (including Other Matters Agreed) during a reasonable period of time, and agree to put on seals as shown below:

債 務 人(蓋章):

Debtor (with seal):

擔保物提供人(蓋章):

Collateral Provider (with seal):