

**DECLARATION OF DEFAULT AND DEMAND FOR SALE**

The attached Note and Deed of Trust are in default and we are electing to begin Non-Judicial Foreclosure proceedings.

**UNPAID PRINCIPAL BALANCE** \$ \_\_\_\_\_.  
**DATE INTEREST IS PAID TO:** \_\_\_\_\_.  
**MATURITY DATE:** \_\_\_\_\_.  
**PAYMENT AMOUNT** \$ \_\_\_\_\_ **DUE DATE:** \_\_\_\_\_  
**MONTHLY** \_\_\_\_\_ **Other** \_\_\_\_\_.  
**LATE CHARGE** \$ \_\_\_\_\_ **AFTER** \_\_\_\_\_ **DAYS.** Number of **LATE CHARGES DUE** \_\_\_\_\_.  
**HAVE YOU ACCEPTED ANY PARTIAL PAYMENTS?** \_\_\_ **YES** \_\_\_ **NO**.  
**If yes, the amount received** \$ \_\_\_\_\_, **Date** \_\_\_\_\_

**REASON FOR COMMENCING FORECLOSURE PROCEEDINGS**  
**(Check all that apply)**

\_\_\_ **PAYMENTS:** Borrower, (Trustor), failed to pay the installment that became due on \_\_\_\_\_, and all subsequent installments.

\_\_\_ **LATE CHARGES** due.

\_\_\_ **NOTE HAS MATURED:** The entire unpaid principal balance, together with interest due and late charges due. Has the Balloon Payment notice been given? \_\_\_ **Yes** \_\_\_ **No**.

\_\_\_ **FIRE INSURANCE:** Failure to provide evidence of satisfactory fire insurance coverage.

\_\_\_ **SENIOR LIEN:** Delinquent payment(s) due on a senior Deed of Trust.

\_\_\_ **PROPERTY TAXES / ASSESSMENTS:** Delinquent property taxes and/or assessments.

\_\_\_\_ **OTHER:**

**ADVANCES:**

I, the undersigned, have advanced \$\_\_\_\_\_, on date\_\_\_\_\_,  
to \_\_\_\_\_, for payment of \_\_\_\_\_.

(Attach any additional advances, if any, and provide any future advances  
to Foreclosure Specialists, as they are made).

**INFORMATION REGARDING THE PROPERTY:**

TYPE OF PROPERTY:

\_\_\_\_ 1 to 4 Single Family Residence-Owner Occupied? \_\_\_\_ Yes  
\_\_\_\_ No.

\_\_\_\_ Mobile / Manufactured home? (Provide Registration and  
Certificate of Title). Is the unit to be included in the Trustee's  
Sale? \_\_\_\_ Yes \_\_\_\_ No

\_\_\_\_ Multiple Units: Number of Units\_\_\_\_\_.

\_\_\_\_ Commercial Property: Type?\_\_\_\_\_

\_\_\_\_ Vacant Land: (Bare land, no structures). If vacant land, provide  
general directions, or any information that could help locate property.

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PROPERTY ADDRESS: \_\_\_\_\_

IS THE SUBJECT PROPERTY USED FOR RENTAL / LEASED PURPOSES?  
(income property) \_\_\_\_ Yes \_\_\_\_ No.

**INFORMATION REGARDING THE TRUSTOR (BORROWER), AND / OR PRESENT PROPERTY OWNER:**

The names and all addresses known for the Borrower and/or current property owner are as follows:

Phone number(s):

**OTHER INFORMATION:**

Is the present property owner in the military? \_\_\_\_\_ Yes \_\_\_\_\_ No. If yes, did the present property owner acquire the property prior to entering military service? \_\_\_\_\_ Yes \_\_\_\_\_ No.

Was the loan negotiated in a foreign language? \_\_\_\_\_ Yes \_\_\_\_\_ No

Have you been notified of any Bankruptcy filing? \_\_\_\_\_ Yes \_\_\_\_\_ No. If yes, Case No. \_\_\_\_\_ District \_\_\_\_\_.

Is there any current litigation concerning the subject property? \_\_\_\_\_ Yes \_\_\_\_\_ No.

Status of litigation:

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The undersigned Beneficiary does hereby make the following representations, which will be relied upon by Foreclosure Specialists in performing a Non-Judicial foreclosure:

1. A default has occurred on the subject loan, and all information about the loan and said default has been accurately related to Foreclosure Specialists, on this form.
2. Beneficiary will immediately notify Foreclosure Specialists in writing of any further advances made on the loan.
3. Beneficiary will immediately notify Foreclosure Specialists in writing of any payments received from the Trustor, (Borrower), owner, or other party.
4. Beneficiary has complied with all notification provisions as may be applicable to this loan.
5. Beneficiary has provided Foreclosure Specialists all known mailing addresses for the current property owners.
6. Beneficiary authorizes Foreclosure Specialists to act as my agent and to attach a Declaration of Beneficiary, from the information I have provided, to the Notice of Default.
7. Beneficiary has possession of the original documents, and will produce them upon demand. In the event the original documents cannot be located, the Beneficiary will provide a "Lost Note / Document Bond", or sign an indemnity agreement provided by Foreclosure Specialists. Foreclosure Specialists will make the decision whether to require the Lost Note Bond, or accept an Indemnity Agreement.
8. Beneficiary agrees to pay a cancellation fee if the foreclosure is cancelled prior to recording of the Notice of Default.
9. Beneficiary understands that the \$1,000.00 initial deposit held by Foreclosure Specialists is **only** a deposit, and is not sufficient to cover the Trustee's fees, costs, and expenses incurred by the recording of the Notice of Default.

The undersigned hereby declares all sums secured by the Deed of Trust immediately due and payable. You are requested and directed to sell the property now covered thereby to satisfy the obligations so secured by the Deed of Trust. If, prior to sale, payment in full be made of all sums herein declared to be due, as well as any advances hereafter property made, of which you have been advised, together with your fees and expenses, you shall cancel the Note(s) and Reconvey, or Rescind said property as provided in the Deed of Trust. The undersigned hereby guarantees payment of all fees and expenses of said Trustee pertaining to said sale. If a Trustee's Sale Guarantee is ordered and issued prior to recording a Notice of Default, the undersigned hereby guarantees payment of said Guarantee, and also agrees to pay on demand, as well as indemnify and hold harmless from and against all costs, damages, attorney fees, expenses, obligations and liabilities of any kind which you may incur or sustain by reason of this default and foreclosure proceeding and/or the sale of the trust property by reason of any act of omission or commission on the part of others and the undersigned for whom you are acting as an agent. Without

limitations Beneficiary shall pay the attorney's fees and costs incurred by Foreclosure Specialists preparing and filing a Declaration of Non-Monetary Status.

I hereby certify and declare that we have read and fully understand the entire contents and do attest that all of the statements and information provided on this form are true and correct.

Dated: \_\_\_\_\_

Signature of Beneficiary:

\_\_\_\_\_

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

Phone Number: \_\_\_\_\_

\_\_\_\_\_

Fax / Cell Number \_\_\_\_\_

Email Address: \_\_\_\_\_

Preferred method for receiving documents from us:

\_\_\_\_\_ Email

\_\_\_\_\_ U.S. Mail

## Declaration of Beneficiary Pursuant to Civil Code 2923.5(b)

Borrower:

Property Address / APN:

TS No.:

The undersigned Beneficiary named below declares that:

1.  The Beneficiary has contacted the borrower pursuant to California Civil Code 2923.5(a)(2) "to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure". Thirty (30) days, or more, have passed since the initial contact was made.
2.  Despite the exercise of due diligence pursuant to California Civil Code 2923.5(e), the Beneficiary has been unable to contact the borrower "to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure". Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3.  No contact was required by the Beneficiary because the individual(s) did not meet the definition of "borrower" pursuant to subdivision (c) of Section 2920.5.
4.  The requirements of California Civil Code 2923.5 do not apply because the loan is not secured by a first mortgage or first deed of trust that secures a loan, or that encumbers real property, described in Civil Code 2924.15(a).

I certify that this declaration is accurate, complete and supported by competent and reliable evidence to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

The undersigned authorizes the trustee and/or their authorized agent to sign, on behalf of the Beneficiary, the Notice of Default containing this declaration required pursuant to California Civil Code 2923.5 (b), and hereby certifies under penalty of perjury under the laws of the State of California that the above is true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_