



## DECLARATION OF DEFAULT AND REQUEST TO PREPARE NOTICE OF DEFAULT

Date: \_\_\_\_\_

Loan no.: \_\_\_\_\_

FHLMC: \_\_\_\_\_ FNMA: \_\_\_\_\_

VA: \_\_\_\_\_ FHA: \_\_\_\_\_

CONV: \_\_\_\_\_

Investor Loan/LHG No.: \_\_\_\_\_

Unpaid principal balance: \_\_\_\_\_

Date interest paid to: \_\_\_\_\_ Current interest rate: \_\_\_\_\_

Total monthly payment (include any impounds): \_\_\_\_\_

Monthly late charge: \_\_\_\_\_

If adjustable, new interest rate: \_\_\_\_\_ as of: \_\_\_\_\_

New monthly payment: \_\_\_\_\_

New late charge: \_\_\_\_\_

The following documents and information are provided:

- Note(s)             Additional Note(s)
- Deed of Trust       Modification/Extension Agreements
- Assignment(s)     Social Security Number: \_\_\_\_\_

The undersigned declares all sums secured immediately due and payable by reason of the below stated breach. A default exists in that payment has not been made of:

- The installment of principal and interest which became due \_\_\_\_\_ and all subsequent installments of principal and interest.
- Failure to pay that formal demand dated \_\_\_\_\_ (copy enclosed)
- Failure to provide evidence of satisfactory fire insurance.
- Delinquencies due on a prior Deed of Trust.
- Delinquent real estate taxes.
- Funds advanced?     Yes     No    if yes, to whom:

Person	Amount	Date Paid
_____	\$ _____	_____
_____	\$ _____	_____

See Schedule A

### SPECIAL INSTRUCTIONS

### INVESTOR NOTIFICATION

### ADDRESS INFORMATION

Name and last known business and/or residence mailing address of the present property owner(s):

Property address:

Property type:

- Improved             Unimproved/land
- 1-4 residential     Office             Retail
- Multi-family       Agricultural

### TERMS AND CONDITIONS

You are hereby requested and directed to prepare a Notice of Default and, if necessary, to sell the secured property in accordance with the power of sale contained in the Deed of Trust to satisfy the outstanding unpaid obligation. The undersigned hereby promises and agrees to pay your trustee's fee in the amount permitted by law, together with all cost and expenses incidental to these proceedings. It is agreed and understood that you may not proceed with the sale and/or deliver your trustee's deed until all fees and costs have been paid. I/We also agree to pay on demand, as well as, indemnify and hold you harmless from and against all costs, damages, attorney's 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 agent/trustee.

- I have read the above statement and I have agreed to said terms and conditions.
- I do not agree to the above statement.

Present beneficiary: \_\_\_\_\_

c/o: \_\_\_\_\_

Attention: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

By: \_\_\_\_\_



## SCHEDULE A

### DEFAULTS:

Please complete each applicable field.

The total of all sums detailed should total the amount you would demand if the default was to be cured on the date of this Declaration of Default. If the Note has not matured you can only demand the amounts required to reinstate the loan pursuant to California Civil Code 2924C (a) (1). Any other monetary or non-monetary default not itemized below should be detailed on a separate attachment.

#### 1. Delinquent Installment(s):

The trustor has failed to pay the installment plus late charges in the amount of \$ \_\_\_\_\_ which became due \_\_\_\_\_, and all subsequent installments plus late charges, which total, in the aggregate, \$ \_\_\_\_\_.

The trustor has failed to pay late charges in the amount of \$ \_\_\_\_\_, which became due \_\_\_\_\_, and all subsequent late charges, which total, in the aggregate, \$ \_\_\_\_\_.

#### 2. Note Matured:

The trustor failed to pay the balance of the principal sum which became due \_\_\_\_\_, together with interest due thereon. The principal balance is \$ \_\_\_\_\_. The interest due thereon, accrued through the date of the Declaration is \$ \_\_\_\_\_.

#### 3. Other Possible Defaults:

The trustor failed to pay previously assessed late charges (i.e. previous installments were paid but the applicable late charges were not) which total, in the aggregate, \$ \_\_\_\_\_.

The trustor failed to pay default rate interest which totals, in the aggregate, \$ \_\_\_\_\_.

The trustor failed to pay attorney's fees and expenses which have been incurred by the beneficiary in connection with protecting the security of the Note and/or Deed of Trust, or the Trustor and/or the Trust Property, and which attorney's fees and expenses total, in the aggregate, \$ \_\_\_\_\_.

The trustor failed to pay advances made by the Beneficiary under the terms of the Deed of Trust for \_\_\_\_\_, (real estate taxes, hazard insurance, delinquencies due under a senior encumbrance), and which advances total, in the aggregate, \$ \_\_\_\_\_.

#### 4. Other Monetary Defaults:

Other monetary defaults which defaults total, in the aggregate, \$ \_\_\_\_\_ representing \_\_\_\_\_.

5. See attached sheet for other defaults:  Yes  No

TOTAL DUE THE BENEFICIARY AS OF THE DATE OF THIS REQUEST TO PREPARE DECLARATION OF DEFAULT IS: \$ \_\_\_\_\_;

IF PERSONAL PROPERTY IS ALSO SECURED AND YOU WISH TO REQUEST A UNIFIED FORECLOSURE PLEASE CHECK ONE:  Yes  No