



Foreclosure by Email Fax Mail

TRUSTEE CORPS

Foreclosure Department
2112 Business Center Drive
2nd Floor-Suite 201
Irvine, CA 92612
(949) 252-8300//Fax (949) 252-8330
E-mail: rjohnsen@TRUSTEECORPS.COM

Thank you for selecting TRUSTEE CORPS to process your foreclosure requests. Included in this package are the following items:

Facsimile Cover Sheet (1 Page)
Declaration of Default and Demand For Sale (2 Pages)
General Information (2 Pages)
(IF YOU DID NOT RECEIVE ALL OF THESE ITEMS, CONTACT OUR OFFICE)

This unique service has been provided to lessen the start up for your foreclosure action and to provide you with the highest degree of service and professionalism.

As soon as possible, please send to our office, via facsimile, the following items:

- A copy of the Note and Deed of Trust (or other Security Instrument)*
- The signed Declaration of Default and Demand For Sale(2 pages)*
- Modification and/or Change of Terms Agreements (If Any)*

 Fax these documents to: Rande Johnsen
Fax (949) 252-8330

Mail the originals to: ***TRUSTEE CORPS***
FORECLOSURE DEPARTMENT
2112 Business Center Drive Suite 201
Irvine, CA 92612
ATTN: Rande Johnsen



2112 Business Center Drive
2nd floor, Suite 201
Irvine, CA 92612

Phone (949) 252-8300 Fax (949) 252-8330

Thank you for contacting Trustee Corps to process your foreclosure action. Our company is well versed in the field of foreclosure with the ability to process foreclosure actions, not only in the state of California, but in Arizona, Nevada, Washington, Oregon, Idaho and Montana as well.

To start a foreclosure action, the necessary document has been enclosed. This document is called a "Declaration of Default and Demand for Sale". Once completed and signed, it should be returned to our office along with a clear copy of the Note, Deed of Trust. If the terms of the Note have been modified, please include copies of said changes.

Please forward the Declaration and loan documents to us via facsimile at (949) 252-8300 and the copies to our address contained herein.

If you should have any questions, please feel free to contact our office.

Sincerely,
Rande Johnsen

Rande Johnsen
Director

[Enc:]



2112 Business Center Drive
2nd Floor-Suite 201
Irvine, CA 92612
(949) 252-8300 Fax (949) 252-8330

Declaration of Default and Demand For Sale

Date:

Reference:

Loan #:

We hereby instruct you as trustee/substituted trustee/agent to initiate foreclosure proceedings on the Deed of Trust and Note or other Security Document executed by:

1. Enclosed are copies/originals (circle one) of the following documents:

Note Land Contract Substitution of Trustee
 Deed of Trust Additional Notes Correspondence(s)
 Assignment(s) Modification Agreements Other

2. Unpaid principal balance \$ _____ Maturity Date(if any) _____
Oldest monthly payment due: _____ Monthly Payment: _____

3. Interest Rate: _____ Fixed/Variable Date Interest Paid To: _____
Monthly Late Charge: _____ Accumulated unpaid late charges: _____

4. A Default exist because of the following reason(s):

_____ The installment of principal and interest which became due _____ and all subsequent installments of principal and interest.
_____ The balance of the principal sum(balloon payment) which due by maturity of the note
_____ Delinquencies due on a prior encumbrance(senior lien)/Real Estate Taxes/Fire Insurance.
_____ Other _____

5. Advances have been made by me/us in the following amounts:

_____ Senior Trust Deed \$ _____ Date: _____
_____ Taxes \$ _____ Date: _____
_____ Other \$ _____ Date: _____

6. The names and all known addresses of the present owner of the property:

_____ ssn#: _____
_____ ssn#: _____

7. The property address is: _____
Type of property: _____

8. Send additional copies of all correspondence to: _____

9. Additional Information:

Are you aware of any bankruptcy proceedings, restraining orders or legal action(s) involving the property?
in question ? yes no

Has this loan ever been in foreclosure? yes no

Are you using a loan servicing company to collect your payments? yes no
(If yes, please inform them, in writing not to accept payment while the loan is in foreclosure)

How were you referred to our company?

Per the terms of the Deed of Trust, Note or other Security Agreement, the Beneficiary and their Agent certify that the required notification provisions as may be applicable to this loan have been complied with. The Beneficiary and/or Agent agree to provide any and all documentation in conjunction with the foreclosure action, as required by Trustee Corps (TC), their successors, agents, employees or officers. Also, the Beneficiary and their Agent(s) irrevocably indemnify and hold harmless and indemnifies Trustee Corps, its Agents, Employees, Corporation, Subagents, Officers, Principals and any successors in interest, from any and all matters concerning the execution of the loan documents, assignments, modifications and the continuance of foreclosure proceedings, including the computation or correctness of any and all amounts stated as being due to the Beneficiary and / or any other matters of record or off record which may, or may not, have been brought to the attention of Beneficiary or TC. The Beneficiary and their Agent also indemnifies TC from any and all liability, including reasonable attorney's fees and cost incurred in defending a legal action naming TC or their officers, employees or agent as a defendant, which might arise during the course of or subsequent to TC execution of its duties hereunder, unless said liability arises due to TC's own negligence or mistake as determined by a court of competent jurisdiction. The undersigned person and/or company authorizing the foreclosure does acknowledge that they are authorized to start foreclosure based on documentation and / or authority bestowed on them. All fees and charges incurred by and owed to Trustee Corps during the foreclosure and collection proceeding will be guaranteed by the beneficiary and their agent to be paid upon demand by TC. All unpaid balances not paid after 15 days will be subject to a 1.5% charge on the remaining balance per month. In addition, the beneficiary and their agent will be fully liable to pay all costs of collections including legal fees. The Agent and Beneficiary also represent that they have no knowledge of any bankruptcy or legal action pending against the trustors or themselves. The Beneficiary or their Agent have possession of the original documents and, if not tendered to TC, will produce them upon demand. TC shall be entitled to act pursuant to this authorization unless and until Beneficiary gives written notice to TC countermanding or canceling this Agreement, which shall be effective only from the date of receipt of such notice and upon paying any and all amounts due to TC. Until they are paid in full, TC shall have a lien on the note and deed of trust in an amount equal to any amount owed to them.

I hereby certify that I have read and understand this Agreement. I also certify that I am the Beneficiary or the representative and agent of all the Beneficiaries under the subject note and deed of trust or other security instruments, as such, have legal authority to commit each Beneficiary to the payment, jointly and severally, of the total charges, cost and expenses to perform the foreclosure.

Date: _____ Signature of Beneficiary or Beneficiaries Agent: _____
Company Name _____ SSN or Fed. ID# _____

Contact person at company or, if acting, as an individual, your name _____

Address _____
City _____ State _____ Zip _____
Telephone:(____) _____ Fax(____) _____ E-mail _____

General Questions and Answers

Who is Trustee Corps?

Trustee Corps is a non-judicial foreclosure processing company based in Orange, California. We represent mortgage companies, banks, lending institutions, law firms, government agencies, thrift and loans, private investors, homeowner associations and title companies when they need to foreclose and collect on notes and security instruments.

Are all Foreclosure Companies the Same?

No. Trustee Corps is well versed in all fields of foreclosure from simple to difficult. Using state-of-the-art computer processing software and knowledge, the management of Trustee Corps processes thousand of foreclosure actions each year. We are backed by an \$ 1,000,000.00 errors and omission policy issued by an A+ rated carrier and also one the few foreclosure companies, which are bonded.

In California how long does it take to foreclose and what happens during the foreclosure action?

The minimum time frame for foreclosure is detailed in California Civil Code Section 2924. This time period is three (3) months (not 90 days), plus at least twenty-one (21) days. This minimum time does not take into consideration normal delays, which might occur during a normal foreclosure action.

If all documentation is returned to our office when required, the foreclosure action should take approximately 120 days. There is some situation, which would delay a foreclosure. For more information contact Trustee Corps

TIME LINE

^		^		^	
Notice of Default		Notice of Trustee's Sale		Sale Date (Sale Date Can Be postponed)	
1 st 3 months	(next)	At least 21 Days	(next)	1 Day	

The auction location is located in the county where the property is located, usually the entrance to a courthouse or a city or county building.

If the property is desirable and good value, it might be sold or purchased by an outside bidder. If the property is sold the amount demanded by the beneficiary will be paid to them. This situation is rare and should not be counted.

Should the property not sell at the auction ownership will be returned to the foreclosing beneficiary. Ownership does not transfer until that time.

During the foreclosure action, the automated foreclosure processing will provide you with a continuous flow of documents and notices.

Can I shorten the Process or postpone the Sale?

The rules of foreclosure are strict and for the protection of both yourself and the owner of the property. The process cannot be shorten, however, you can postpone a sale date.

Can the property owner cure the foreclosure and get out of foreclosure?

Yes. If the property owner wants to save their property they can bring the past due amounts current or payoff the loan if there is a balloon payment due. They are free to sell the property, or refinance it through another lender.

What are some of the “Red Flag Items” during a foreclosure action?

A very brief list:

Property owners who want to give the property back to you. Taking legal advice from persons with very little foreclosure knowledge. Accepting funds or making deals, from the property owners, during a foreclosure action. Answering demands and pay off letters from escrow or mortgage companies. Ignoring trusts deeds recorded prior to your loan, delinquent property taxes or insurance policies. Ignoring letters sent by the owner of the property. Providing information regarding the property owner to unauthorized persons. Bankruptcy filings. Not providing Trustee Corps with true and accurate information.

If you should have any questions regarding these “Red Flag” items or any other questions please contact the staff of Trustee Corps.

Who Pays For The Foreclosure Action?

According to the Note and Deed of Trust, the trustor (owner of the property) is responsible for the fees and charges incurred during the collection of the past due sums. If the owner of the property desires to cure the foreclosure, all past amounts and foreclosure fees will be collected from them.

During the foreclosure action, the beneficiary will be invoiced for fees and charges incurred. These costs will be reimbursed to the beneficiary if the owner of the property cures the foreclosure action.



Please Note:

We need a deposit will be needed prior to starting the foreclosure action. The amount will be determined based on the unpaid balance and the location where the property is located. Our company will inform you of the amount due prior to the starting of foreclosure action

To start your foreclosure action today, please follow these instructions:

Fax our office (1) a copy of the deposit check, (2) a copy of the note and deed of trust (3) the signed Declaration of Default and Demand for Sale worksheet. Our fax number is (949) 252-8330.

and

Mail or over-night delivery (Federal Express, Express Mail or UPS) said check along with the documents requested.

Do Not send the original note; only send us a clear copy.

The documents will be processed once received in our office.

Please note we will need your deposit check before a Notice of Default can be recorded.

**Thank you,
Trustee Corps**

