



## Declaration of Default and Demand For Sale

Rev: 9/08

Date: \_\_\_\_\_ Your loan #: \_\_\_\_\_

We hereby instruct you, **Trustee Corps** as Trustee/Substituted Trustee/Agent for Beneficiary to initiate foreclosure proceedings on the Deed of Trust and Note or other Security document executed by (Trustor's name(s)):

1. Enclosed are copies of the following documents:

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

2. Unpaid principal balance: \$ \_\_\_\_\_ Maturity date (if any): \_\_\_\_\_  
 Oldest monthly payment due date: \_\_\_\_\_ Monthly payment amount: \$ \_\_\_\_\_

3. Interest rate: \_\_\_\_\_ % fixed (or) variable Date interest paid to: \_\_\_\_\_  
 Monthly late charge amount: \$ \_\_\_\_\_ 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 (if any):

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

6. The name(s), social security number(s) and all known addresses of the present owner of the property:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Social/TIN: \_\_\_\_\_

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

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Social/TIN: \_\_\_\_\_

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

7. The property address is: \_\_\_\_\_

8. Type of property: \_\_\_\_\_

9. Send additional copies of all correspondence to: \_\_\_\_\_

10. Additional Information (if any): \_\_\_\_\_

**Additional questions / comments:**

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 payments 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 Trustor's 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.

The Beneficiary and their agents agree this agreement shall be governed by California Law. The venue and jurisdiction for any disputes shall be Orange County, California.

I hereby certify that I have read and understand this "Declaration of Default and Demand for Sale" 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: \_\_\_\_\_

Printed name of Beneficiary or Beneficiaries agent: \_\_\_\_\_

Signature of Beneficiary or Beneficiaries agent: \_\_\_\_\_

Company name (or if acting as an individual) your name: \_\_\_\_\_

Contact person: \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_