



Declaration of Default and Demand for Sale

We hereby instruct MGR Foreclosure Services, as Substituted Trustee/Agent for Beneficiary to initiate foreclosure on the Deed of Trust and Promissory Note executed

Borrower(s)/Trustor(s) Name:		Loan Number:	
Subject Property Address (address, city, state zip):			
APN:		County:	
<input type="checkbox"/> Improved (Structure on Site) <input type="checkbox"/> Commercial (5+ units/non-residential) <input type="checkbox"/> Residential (1-4 unit) <input type="checkbox"/> Mobile/Manufactured Home OR <input type="checkbox"/> Bare Land/Building Lot (No Structure)		<input type="checkbox"/> Vacant Property <input type="checkbox"/> Occupied By Tenant (third party) <input type="checkbox"/> Occupied by Owner/Borrower	
<input type="checkbox"/> Property Under Construction (explain)			
Property Type & Use (please be as descriptive as possible; i.e. residential condo, commercial retail, mobile/manufactured home on lot, etc.)			
Is this loan the Senior Deed of Trust?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
If no, is the Senior Deed of Trust current?		<input type="checkbox"/> UNKNOWN	<input type="checkbox"/> YES <input type="checkbox"/> NO
Was this loan arranged by a licensed lender/company?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Have any changes in Beneficiary Interest been made (i.e. Assignment of Interest, Successor Trustee/Death, etc.) since origination?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
If mobile/manufactured home was checked above, is there a 433A on record with the County?		<input type="checkbox"/> YES <input type="checkbox"/> NO	

Original Principal Balance at Closing:		Current Unpaid Principal Balance Owed:	
Note Type: <input type="checkbox"/> Interest Only <input type="checkbox"/> Amortized <input type="checkbox"/> Other (Explain on Pg 3)		Interest Rate:	Interest Rate after default (if applicable):
The last regular monthly payment was received on (date) _____, in the amount of \$ _____. This payment paid interest accrued for which month? _____. Were there any miscellaneous and/or irregular payments made AFTER the last regular monthly payment noted above? Please list any/all payments and explain what they were for (i.e. principal pay down, irregular interest payment, reimbursement for advance from beneficiary, etc.)			
Oldest Monthly Payment Due (date or N/A):	Balloon Payment Due (maturity date):	Monthly Payment Amount Per Note:	
Monthly Late Charge (\$ or %):		Accumulated Late Charges (and dates/months payment was applied to):	

Default exists because payment has not been made of:

- Late Payments: The installment of principal and/or interest which became due on _____ (date) and all subsequent installments.
- Matured Loan: The balance of the principal sum (balloon payment) which became due by the maturity date of the Note(s) on _____ (maturity date) together with interest due thereon.
- Delinquencies due on a Senior encumbrance, Real Estates taxes, and/or Fire Insurance.
- Other: _____



Advances have been made to and for the following amounts:

	Amount:	Date Paid:	Charge Interest on Advances (per Note)?		Include in Default Amt?	
<input type="checkbox"/> Senior Trust Deed			<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<input type="checkbox"/> Insurance			<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<input type="checkbox"/> Property Taxes			<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<input type="checkbox"/> Legal Fees			<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<input type="checkbox"/> Other			<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO

Additional Noticing to be sent to the following:

Name:	Address:
Name:	Address:
Name:	Address:

Please answer the following questions:

1. Is this a residential loan occupied by the borrower? YES NO
 If yes, is this property the borrower's PRIMARY residence? YES NO
2. Has the borrower surrendered the property by letter or delivery of the keys? YES NO
3. Is the borrower's billing address different than the property address? YES NO
**If yes, please provide known billing address(es) in Additional Noticing section above*
4. Was there a Balloon Payment Notice required prior to filing this foreclosure? YES NO
**Please provide a copy of Notices mailed to borrower.*
5. If Owner- Occupied property, was there any "Pre-Noticing" required prior to filing this foreclosure? YES NO
**Please provide a copy of Notices mailed to borrower.*
6. Are you aware of any bankruptcy proceedings, restraining order or legal action(s) involving the property in question? YES NO
**If yes, please provide further explanation below.*
7. If you haven't started legal proceedings, do you plan to? YES NO
8. Has this loan ever been in foreclosure before? YES NO
9. Has the borrower contracted with a foreclosure avoidance company? YES NO
10. Are you using a loan servicing company to collect payments? YES NO
11. If personal property was used as collateral, do you want MGR to include as part of this foreclosure (i.e. Unified Sale)? YES NO
**If yes, please provide a list of personal property below and provide copy of Recorded UCC Financing Statement.*
12. Was this Deed of Trust cross collateralized or cross defaulted? YES NO
**If yes, please provide further explanation below.*
13. Has the legal description on the Deed of Trust been modified during the term of the loan? YES NO
14. Are any structures on the property occupied as a residence? YES NO
 If yes, who is currently collecting rents (i.e. Beneficiary, Borrower, Property Management Company, etc.)?
**If third party collecting rents, please provide company name and address in Additional Noticing section above*



15. If Rental Property:

- (a) Is the property securing the loan occupied by a tenant as their primary residence under a lease in effect on or before March 4, 2020? YES NO
- (b) Does the individual owner (or owners) of the property securing the loan own no more than three (3) residential properties, each with no more than four (4) dwelling units? YES NO
- (c) Is/are the tenant(s) unable to pay rent due to a reduction in income resulting from the COVID-19 pandemic? YES NO

***If answers to a, b or c above is fully documented to be "NO", please provide copies of documents to substantiate the answer**

- 16. Did you deny a COVID-related forbearance request for this loan by an owner occupant or a 1-4 unit landlord borrower between 9/1/2020 and 12/20/2021?** YES NO

***If yes, please provide a copy of the denial correspondence.**

Further Explanation required from above:

All documents listed below are REQUIRED unless not applicable:

<input type="checkbox"/> Executed Promissory Note	<input type="checkbox"/> Recorded Deed of Trust
<input type="checkbox"/> Executed Modification of Note and/or Recorded Modification of Deed of Trust	<input type="checkbox"/> Itemized Payoff Statement of ALL monies currently due and payable (i.e. interest, late fees, advances, principal paydown within term, balloon payment due, etc.)
<input type="checkbox"/> Loan Payment History in Excel Format	<input type="checkbox"/> Loan Amortization Schedule
<input type="checkbox"/> Escrow Final Closing Statement	<input type="checkbox"/> Copies of Paid Invoices/Receipts of Beneficiary Advances
<input type="checkbox"/> Documentation pertaining to changes in Beneficiary Interest	<input type="checkbox"/> Recorded 433A
<input type="checkbox"/> Required Owner-Occupied (Consumer) "Pre-Noticing" Letter Sent	<input type="checkbox"/> Balloon Payment Notice Sent
<input type="checkbox"/> Delinquent/collection notices sent to borrower	<input type="checkbox"/> Lender's Title Insurance Policy from Loan Closing
<input type="checkbox"/> Rental Property COVID Documentation/Forbearance Denial Correspondence	<input type="checkbox"/> Other

Beneficiary Contact:	Email:
Phone:	Other:



DECLARATION OF DEFAULT

NOTICE OF HEREBY GIVEN: That as duly appointed or substituted Trustee you are notified of a breach of a default in the obligations secured by that certain

Executed by (Name of Borrower/Trustor): _____

BREACH AND DEFAULT HAS OCCURRED FOR NON PAYMENT OF THE FOLLOWING:

___ Payments ___ Maturity of the Note ___ Delinquent Property Taxes/Insurance ___ Advances by Beneficiary ___ Other

By reason of this default the undersigned, who holds the beneficial interest, makes this declaration of default and elects to cause the trust property to be sold to satisfy the obligations secured by the Deed of Trust.

Now owing the unpaid principal balance of \$ _____ with interest from _____ and all sums advanced or expended as per the terms of this Deed of Trust, together with interest as provided.

I/We hand you herewith a copy of the said Deed of Trust and Note together with any assignments and will provide upon our demand the original note, deed of trust and any subsequent assignments and/or modifications. Per the terms of the Deed of Trust and Promissory Note, 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 agrees to provide any and all documentation in conjunction with the foreclosure action as required by MGR Foreclosure Services ("MGR") their Successors, Agents, Employees or Officers. Also, the Beneficiary and their Agent(s) irrevocably indemnify and hold harmless MGR, its Agents, Employees, LLC, 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 of correctness and 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 the Beneficiary or MGR. The Beneficiary and their Agent also indemnifies MGR from any and all liability, including reasonable attorney's fees and costs incurred in defending a legal action naming MGR or their Officers, Employees, or Agents as a defendant which might arise during the course of or subsequent to MGR's execution of its duties hereunder, unless said liability arises due to MGR's own negligence or mistake as determined by a court of competent jurisdiction. The undersigned person and/or company authorizing the foreclosure do 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 MGR Foreclosure Services during the foreclosure and collection proceedings will be guaranteed by the Beneficiary and their agent to be paid upon demand by MGR. In addition, any legal fees or costs to collect such fees and charges shall be paid by the Beneficiary or Agent. The Beneficiary or Agent 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 MGR will produce them upon demand. MGR shall be entitled to act pursuant to this authorization unless and until the Beneficiary gives written notice to MGR 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 MGR. Until they are paid in full, MGR shall have a lien on the Deed of Trust and Promissory Note in an amount equal to any amount owed to them.

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 beneficiaries under the subject Deed of Trust and Promissory Note, as such, have legal authority to commit each Beneficiary to the payment, jointly and severally, of the total charges, cost and expended to perform the foreclosure. ONLY at the option of MGR AND WITHOUT FURTHER NOTICE, IT IS HEREBY UNDERSTOOD AND AGREED UPON THAT MGR WILL NOT CONDUCT THE TRUSTEE'S SALE AND/OR RECORD A TRUSTEES DEED UNTIL ALL FEES DUE MGR ARE PAID IN THEIR ENTIRETY.

Beneficiary or Agent

Date

Beneficiary or Agent

Date



Declaration of Mortgage Servicer Pursuant to Civil Code §2923.5 (b)

Borrower(s): _____

Mortgage Servicer: _____

Property Address: _____

Loan No.: _____

The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares that:
[Check one of the following]

The mortgage servicer 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.

The mortgage servicer has exercised due diligence to contact the borrower pursuant to California Civil Code §2923.5(e) 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.

No contact was required by the mortgage servicer because the individual(s) did not meet the definition of “borrower” pursuant to subdivision (c) of Section 2920.5.

The requirements of Cal. Civil Code §2923.5 do not apply because the loan is not secured by a first lien mortgage or first deed of trust that secures a loan, or that encumbers real property, described in Civil Code §2924.15(a).

With respect to Cal. Civil Code §3273.10:

The mortgage servicer received a request for a forbearance in connection with COVID-19 from the borrower, and such request was denied. A copy of the written notice is attached; AND forbearance was or was not subsequently provided.

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

Dated: _____

By: _____
(Printed Name of Signer)

Title: _____