



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:	
Property Address:			
APN:		County:	
<input type="checkbox"/> Improved	<input type="checkbox"/> Vacant	<input type="checkbox"/> Occupied	<input type="checkbox"/> Under Construction
Property Type & Use <i>(please be as descriptive as possible; i.e. residential condo, commercial retail, etc...)</i>			
Is this the borrower's primary residence?		<input type="checkbox"/> YES	NO <input type="checkbox"/>
Is this loan the Senior Deed of Trust?		<input type="checkbox"/> YES	NO <input type="checkbox"/>
Do you have any knowledge of a bankruptcy filing?		<input type="checkbox"/> YES	NO <input type="checkbox"/>
Unpaid Principal Balance:		Interest Paid to date:	
Note Type: <input type="checkbox"/> Interest Only <input type="checkbox"/> Amortized		Interest Rate:	Interest Rate after default (if applicable):
Date of Last Payment Made and Month payment was applied towards:			
Oldest Monthly Payment Due:		Monthly Payment Amount:	
Monthly Late Charges:		Accumulated Late Charges:	

Default exists because payment has not been made of:

- Late Payments; The installment of principal and/or interest which became due on _____ and all subsequent installments.
- Matured Loan; The principal balance which became due by the maturity of the Note on _____ together with interest due thereon
- Delinquencies due on a Senior encumbrance, Real Estate taxes, and/or Fire Insurance
- Other _____

Advances have been made to and for the following amounts:

	Amount:	Date Paid:	Include in Default Amt?	
<input type="checkbox"/> Senior Trust Deed			<input type="checkbox"/> YES	<input type="checkbox"/> NO
<input type="checkbox"/> Insurance			<input type="checkbox"/> YES	<input type="checkbox"/> NO
<input type="checkbox"/> Other			<input type="checkbox"/> YES	<input type="checkbox"/> NO

The name(s) and all known mailing addresses of the Present Owner/Trustor is/are:

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



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
2. Are any structures on the property occupied as a residence? YES NO
 If yes, is the beneficiary or servicing agent collecting rents? YES NO
3. Is the borrower's billing address different than the property address? YES NO
4. Is there a Balloon Payment Notice or any other "Notice" required? YES NO
 **Please provide a copy of Notices mailed to borrower.*
5. Are you aware of any bankruptcy proceedings, restraining order or legal action(s) involving the property in question? YES NO
6. Has this loan ever been in foreclosure before? YES NO
7. Are you using a loan servicing company to collect payments? YES NO
8. If personal property was used as collateral, do you want MGR to include as part of this foreclosure? YES NO
9. Was this Deed of Trust cross collateralized or cross defaulted? YES NO
 **If yes, please provide further explanation below*
10. If you haven't started legal proceedings, do you plan to? YES NO
11. Has the legal description on the Deed of Trust been modified during the term of the loan or has part of the legal (collateral) been reconveyed? YES NO

Additional Info/Explanation(s)/Special Requests:

Please check off what documents are being submitted with this order (if applicable):

- | | | |
|---|--|--|
| <input type="checkbox"/> Promissory Note | <input type="checkbox"/> Deed of Trust/Assignment(s) | <input type="checkbox"/> Itemized Payoff Statement |
| <input type="checkbox"/> Modification(s) | <input type="checkbox"/> Land Contract | <input type="checkbox"/> Loan History |
| <input type="checkbox"/> Copies of delinquent/collection notices sent to borrower | | <input type="checkbox"/> Copies of Paid Advances |
| <input type="checkbox"/> Required Noticing to owner occupied/consumer loans | | <input type="checkbox"/> Other |

Beneficiary Contact:		Email:
Phone:	Mobile:	Fax:



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

Deed of Trust dated _____, Recorded on _____ in the County of _____

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 agree 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 expensed 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 made.

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).

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: _____