



Foreclosure Processing Services For Commercial and Residential Properties sm

Assured Lender Services, Inc. 111 Pacifica, Suite 140, Irvine, CA 92618
Phone: 714/508-7373 Fax: 714/505-3831

- * COMPLETE THIS FORM
- * HAVE ALL PARTIES SIGN
- * ATTACH COPY OF NOTE, DEED OF TRUST, COPIES OF ALL ASSIGNMENTS OF DEED OF TRUST AND PAYMENT HISTORY (MAKE CERTAIN RECORDING INFORMATION ON COPIES IS READABLE)

DECLARATION OF DEFAULT AND DEMAND FOR SALE

Date: _____ Your File# _____ Loan# _____

We hereby instruct you as trustee/substituted trustee/agent to initiate non-judicial foreclosure proceedings on the Deed of Trust and Note or other Security Document executed
By _____ (Borrower Name(s))

General Information:

Current Property Owner's Name(s) _____
SSN# _____ SSN# _____
Subject Property Address
City _____ State _____ Zip _____ County _____

VERY IMPORTANT: Provide all known mailing addresses for current owner(s) (other than subject property address provided above)

Name of Current Beneficiary(ies) (if different than on Deed of Trust) **---please attach copies of all assignments** (if available) _____

Loan Specifications:

Original Principal Amount \$ _____
Interest Rate _____ Late
Charge of \$ _____
Total Number of Late Charges Now Due _____ Unpaid
Principal Balance \$ _____
Monthly Payment \$ _____
Maturity Date _____
Interest Paid to _____
Due Date of First Missed Payment _____
Advances have been made by me/us in the following amounts:
Senior Trust Deed \$ _____ Date _____ Interest Rate on Advances _____
Taxes \$ _____ Date _____ Interest Rate on Advances _____



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Other \$ _____ Date _____ Interest Rate on Advances _____

Interest Calculation please check one:
360/360 365/365 360/365

Prepayment Penalty: Yes No if yes, please list amount _____

Does Payment include impounds: Yes No

Other Amounts Due _____

Reason for Default (check all that apply):

- Failure to pay monthly installments when due
- Failure to pay principal when loan is due in full, plus accrued interest
(If loan is due in full, has a 90-day balloon payment notice been sent? Yes No)
- Failure to pay taxes, bonds, assessments, etc. when due
- Failure to maintain adequate fire insurance
- Failure to comply with other terms as follows: _____

Loan type:

- Conventional VA
- FNMA HUD
- FHLMC Other

Bankruptcy Information:

Has a bankruptcy been filed? Yes No Where _____ Case# _____
Date filed _____ Chapter# _____

Has Relief been obtained Yes No (If yes, attach copy of Order on relief from stay)

Your attorney's name: _____ Phone: _____

Litigation Information:

Is there currently litigation concerning the subject property? Yes No

Was there litigation previously on this property? Yes No

Status of any litigation: _____

Type of Property:

- 1-4 Single Family owner occupied Yes No
- Vacant land Yes No
- Non-owner occupied Yes No
- Commercial 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)

Insured Transaction:

Was your Deed of Trust insured through a title insurance company? Yes No

How were you referred to our company? _____

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The undersigned, as Beneficiary or Beneficiary's authorized representative, hereby makes the following representations, each of which is material to and will be relied upon by Assured Lender Services, Inc. (ALSI), in performing the services described herein:

1. A default has occurred on the subject loan and the reason for the default, the specific amounts and terms causing said default, and all other information about the loan have been accurately related to Assured Lender Services, Inc. on this form.
2. Beneficiary has no knowledge of any bankruptcy proceeding affecting the trustor or successor owner (other than noted above) of the subject property, and Beneficiary will immediately inform ALSI in writing of any knowledge or notice of any such proceeding subsequently received.
3. To the best of the Beneficiary's knowledge and belief, the present owner of the subject property is not entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and Beneficiary will execute and deliver to ALSI an affidavit to such effect.
4. Beneficiary will immediately inform ALSI in writing of any further advances made.
5. Beneficiary will immediately inform ALSI in writing of any subsequent payments received from the trustor, owner, lessee or other party.
6. Beneficiary has complied with all notification provisions as may be applicable to this loan.
7. Beneficiary has provided to ALSI all known mailing addresses for the current property owners on the first page of this form.
8. Beneficiary has possession of original documents (including, but not limited to the Promissory Note(s), Deed of Trust and assignments) and, if not tendered herewith, will produce them upon demand.

Beneficiary further directs ALSI to act as its agent in all respects in order to complete a non-judicial foreclosure sale and, without limiting other acts, specifically authorizes ALSI or its agents as follows:

1. To sign and to record Notices(s) of Default and to include the charges therefore as part of the Trustee's fees and expenses.
2. To order a Trustee's Sale Guarantee and to include the charges therefore as part of the Trustee's fees and expenses.
3. To post and publish a Notice of Trustee's Sale and to include the charges therefore as part of the Trustee's fees and expenses. Beneficiary understands that when ALSI requests a bid, Beneficiary is responsible to provide the bid amount, in writing, to ALSI at least one full business day prior to the scheduled foreclosure sale. If Beneficiary fails to provide the bid as and when required, then ALSI at its sole discretion, may postpone the Trustee's Sale with no liability or recourse.
4. To conduct and/or continue a Trustee's Sale and to include the charges therefore as part of the



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Trustee's fees and expenses. Client shall pay such Trustee's fees and expenses immediately on demand as a condition of ALSI being required to continue or complete its services hereunder. In the event the foreclosure sale generates surplus sales proceeds, ALSI shall be entitled to recover, from the surplus sales proceeds, a Trustee's fee equal to one-percent (1%) of the unpaid principal balance of the foreclosed upon loan, less the Trustee's fee charged to Beneficiary.

ALSI shall be entitled to act pursuant to this authorization unless and until Beneficiary gives written notice to ALSI terminating this Agreement, which shall be effective only from the date of receipt of such notice and upon paying any and all amounts due ALSI. Until all amounts due are paid in full, ALSI shall have a lien on the Note and Deed of Trust in an amount equal to any amount owned to ALSI. Should ALSI ascertain that certain facts have arisen or have been suppressed, or information is received which would necessitate the canceling of the file, Beneficiary hereby authorizes ALSI to do so without any liability to ALSI and without approval from Beneficiary.

Beneficiary and its/their Agent(s) hereby irrevocably defend, indemnify and hold harmless ALSI from and against any and all costs, filing fees, expenses, damages, attorneys' fees, obligations and liabilities of any kind, whether or not actually incurred (collectively "Expenses") by or in any action, claim, cause of action, injunctive relief, demand, complaint or application, arising out of or related to the Subject Property, the foreclosure proceedings, the foreclosure sale, post-sale proceeding, and as may arise or actually arise during the course of or subsequent to ALSI's performance of its duties hereunder, including but not limited to claims for active negligence or passive negligence, unless said liability arises due solely to ALSI's gross negligence or willful misconduct as determined by a court of competent jurisdiction.

I hereby certify that I have read and understood 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 and, as such, have legal authority to commit each Beneficiary to the payment, jointly and severally, of the total charges, costs and expenses to perform the foreclosure.

Date

Signature of Beneficiary or Beneficiary's Agent

Company Name _____ SSN or Fed. ID# _____

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

Address _____ City _____

State _____ Zip _____ Tel _____ Fax _____ E-mail _____