

**DECLARATION OF DEFAULT
AND REQUEST TO PREPARE NOTICE OF DEFAULT**



Date _____

Loan No. _____

The following described note and deed of trust are in default and we are electing to sell the property. Please use the following documents (photocopies) to institute foreclosure proceedings:

- Note for the sum of \$ _____, dated _____
- Deed of Trust, Instr # / Book _____, Page _____ Official Records of _____ County.
- Assignment of Deed of Trust.
- Other: _____
- Please prepare a Substitution of Trustee naming Mortgage Lender Services, Inc.

UNPAID PRINCIPAL BALANCE \$ _____

PAYMENT AMOUNT \$ _____ Monthly Quarterly Semi-Annually Annually

DATE INTEREST IS PAID TO: _____ **INTEREST RATE** _____

The interest rate is variable. Yes No If yes, total amount of interest through today is \$ _____

Number of LATE CHARGES DUE _____ LATE CHARGE AMOUNT \$ _____ AFTER _____ DAYS.

TOTAL AMOUNT TO REINSTATE/REDEEM AS OF _____ IS \$ _____

The undersigned declares that a breach of, and default in, the obligation has occurred in that payment has not been made of: (check all appropriate boxes)

- PAYMENTS: The installment of principal and/or interest which became due _____ and all subsequent installments.
- LATE CHARGES due.
- NOTE HAS MATURED:
The entire unpaid principal balance, plus accrued and subsequent interest that became due and payable on _____.
- FIRE INSURANCE: Failure to provide evidence of satisfactory fire insurance coverage.
- SENIOR LIEN: Delinquent payment due on a prior Deed of Trust.
- TAXES: Delinquent property taxes.
- Other: _____
- Other: _____

ADVANCES: We will notify you of any additional advances as they are made. To date advances are:

DATE	AMOUNT	TO	FOR

The names and address of the current owners of the property are as follows:

The purported street address of the property is:

Subject property is: residential commercial property unimproved other _____

The subject loan is secured as 1st position 2nd position other _____ on property.

Borrowers Social Security #(s) his _____ hers _____

Additional information:

The undersigned or party submitting this form electronically declares that there are no judicial actions pending against the owner(s) of the property by this beneficiary or authorized agent and further represents that all contractual and statutory notices have been given as required. We shall notify you immediately of any bankruptcy. Additionally, we hereby promise and agree to pay the trustee's fee in the amount permitted by law or separate agreement together with all costs and expenses incidental to these proceedings. It is agreed that Mortgage Lender Services, Inc. (MLS) may not proceed with the sale and/or deliver the Trustee's Deed until all fees and costs have been paid. Beneficiary or authorized agent for the beneficiary hereby agrees to defend, indemnify and hold harmless Vendor against any and all Claims, judgments, losses, payments, costs (including costs related to the provision of notices to customers and/or consumers, and ongoing credit monitoring services), expenses (including but not limited to expenses related to investigation and reasonable attorneys' fees), damages, settlements, liabilities, fines and penalties of Vendor arising from or relating to any misrepresentation made by beneficiary or authorized agent for the beneficiary in the Declaration of Default form submitted to Vendor by beneficiary or authorized agent for the beneficiary with respect to any account(s) that beneficiary or authorized agent for the beneficiary has placed with Vendor, unless said liability arises due to Vendor's own negligence or mistake as determined by a court of competent jurisdiction.

RETURN CORRESPONDENCE TO:

Telephone #

Fax #

Email Address

Email Address

BY: _____

BY: _____