



# S.B.S. TRUST DEED NETWORK

**SIMPLY BETTER SERVICE**

31194 La Baya Drive, Suite 106, Westlake Village, CA 91362

818-991-4600 FAX 818-874-9500

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## Declaration of Default – Request to Commence Foreclosure Proceedings

Loan # \_\_\_\_\_

Loan Type:

\_\_\_\_ VA \_\_\_\_ FHA \_\_\_\_ CONV

\_\_\_\_ Other \_\_\_\_\_

State Property Located \_\_\_\_\_

The undersigned, as beneficiary or as an authorized agent or employee of the mortgage servicer, instructs the trustee to: \_\_\_ record a Notice of default; \_\_\_ record a substitution of trustee; and/or, \_\_\_ record assignment(s) of the deed of trust (copy attached) and has authority as the beneficiary or on behalf of the holder of the beneficial interest to initiate foreclosure and to take actions reasonably necessary to conclude the foreclosure including, but not limited to, retaining a trustee, authorizing the trustee to employ other agents to assist in processing the foreclosure and to distribute any surplus funds that may result from a trustee’s sale as provided by the deed of trust and by law.

### TYPE OF LOAN:

-Deed of Trust Position: ( ) 1<sup>st</sup> ( ) 2<sup>nd</sup> ( ) 3<sup>rd</sup> ( ) 4<sup>th</sup>

-Single Family \_\_\_ Yes \_\_\_ No

-Owner Occupied \_\_\_ Yes \_\_\_ No

Mediation Contact: \_\_\_\_\_ Ph: \_\_\_\_\_

### DOCUMENTS ENCLOSED ( \_\_\_\_\_ ORIGINALS \_\_\_\_\_ COPIES)

_____ Note	_____ Modifications/Extensions
_____ Deed of Trust	_____ Substitution of Trustee
_____ Assignments	_____ Other _____

### NATURE OF DEFAULT

\_\_\_\_\_ Failure to make payment which became due \_\_\_\_\_, and all subsequent payments.

\_\_\_\_\_ Failure to pay the principal balance with interest thereon which became due on \_\_\_\_\_.

\_\_\_\_\_ Other (specify) \_\_\_\_\_

### DEFAULT INFORMATION

Principal Balance	\$ _____	Variable? Yes ___ No ___	(If Yes, please provide accrued interest &/or payment schedule.)
Date Interest Paid To	_____	Interest Rate	_____ %
Monthly P & I Payment	\$ _____	Impound Payment	\$ _____
Monthly Late Charge	\$ _____	Prior Late Charges	\$ _____
Total Amount Due	\$ _____ as of _____ (date)		

**ADVANCES** (COPIES OF RECEIPTS FOR ALL ADVANCES ARE ATTACHED)

Prior Lien Date \_\_\_\_\_ Amount \$ \_\_\_\_\_  
Property Taxes Date \_\_\_\_\_ Amount \$ \_\_\_\_\_  
Insurance Date \_\_\_\_\_ Amount \$ \_\_\_\_\_  
Other \_\_\_\_\_ Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

**NAMES AND ALL KNOWN ADDRESSES FOR TRUSTORS/CURRENT PROPERTY OWNERS**

\_\_\_\_\_  
\_\_\_\_\_

**IS THE BORROWER** \_\_\_\_\_ **ALIVE** \_\_\_\_\_ **DECEASED**

Social Security #'s: 1. \_\_\_\_\_ 2. \_\_\_\_\_

Property Address \_\_\_\_\_

Beneficiary \_\_\_\_\_

Address \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_

Contact \_\_\_\_\_ Dept. \_\_\_\_\_

Email \_\_\_\_\_

The undersigned certifies, after his or her personal review of the mortgage servicer's file, that each statement in this declaration is accurate, complete and supported by competent and reliable evidence which the undersigned, an employee or authorized agent for the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status foreclosure prevention alternatives and loan information. In addition, the undersigned certifies based upon his or her personal review of the mortgage servicer's records that if the borrower submitted prior to the date of execution of this document a complete application for a first lien loan modification that the borrower has been provided with a written denial regarding the borrower's eligibility and there is no foreclosure prevention alternative pending such as a trial loan modification, forbearance or repayment plan. The mortgage servicer understands that S.B.S. Trust Deed Network is relying upon the accuracy of the above information so that it can legally initiate the referred foreclosure under Nevada law. Any inaccuracies in the foregoing information provided by the mortgage servicer may result in serious legal consequences, for which the mortgage servicer shall be solely responsible for any damages, losses or attorney's fees incurred by S.B.S. Trust Deed Network resulting or arising from any inaccuracy.

The undersigned hereby promises and agrees to pay, on demand, the trustee's fee in the amount permitted by law, together with all costs and expenses incidental to these proceedings. It is agreed and understood that S.B.S. Trust Deed Network, may not proceed with the sale and/or deliver the trustee's deed until all fees and costs have been paid. I/we also agree to indemnify and hold S.B.S. Trust Deed Network, its agents, officers or employees, harmless from and against all costs, damages, attorney's fees, expenses, obligations and liabilities of any kind which you may incur or sustain by any reason of this default and foreclosure proceeding and/or the sale of the trust property by reason of any act of omission or commission on the part of others and the undersigned, for whom you are acting as an agent.

Date: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_