



# S.B.S. TRUST DEED NETWORK

**SIMPLY BETTER SERVICE**

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## CALIFORNIA

### Declaration of Default – Request to Commence Foreclosure Proceedings

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

Loan Type:

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

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

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) which is being referred for foreclosure and declares that pursuant to Civil Code §2924(a)(6), the mortgage servicer has authority either as the beneficiary or on behalf of the holder of the beneficial interest(s) 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: HOMEOWNER’S BILL OF RIGHTS STATUS

-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

The referring mortgage servicer has determined through competent and reliable evidence, including a review of its business files, that it is [check only one box]:

\_\_\_\_\_ (a) A depository institution chartered under state or federal law; or (b) a licensed California Finance Lender or Residential Mortgage Lender (Fin. Code §§2200 et seq. and §§5000 et seq.); or (c) a person licensed as a real estate broker (Bus. & Profs Code §§10000 et seq.) that during its immediately preceding annual reporting period, as established with its primary regulator, **foreclosed on 175 or fewer** California residential real properties containing no more than four dwelling units.

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\_\_\_\_\_ **NOT** (a) A depository institution chartered under state or federal law; or (b) a licensed California Finance Lender or Residential Mortgage Lender (Fin. Code §§2200 et seq. and §§5000 et seq.); or (c) a person licensed as a real estate broker (Bus. & Profs Code §§10000 et seq.)

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

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

CONTINUED ON NEXT PAGE

**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 \$ \_\_\_\_\_

**ADVANCES (INCLUDE COPIES OF RECEIPTS FOR ALL ADVANCES)**

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

**TOTAL AMOUNT DUE \$ \_\_\_\_\_ as of \_\_\_\_\_ (date)**

**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 \_\_\_\_\_

**CONTINUED ON NEXT PAGE**

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 California 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: \_\_\_\_\_