

County Records Research.com  
Trustee Department  
4952 Warner Avenue, Suite 105  
Huntington Beach, CA 92649  
**START A FORECLOSURE**

\*Complete, print, sign and fax, along with a copy of  
the Note & Deed of Trust, to (714) 846-8720

## Declaration of Default and Demand for Sale

### Beneficiary (Lender) Information

Lender Name:	<input type="text"/>	Contact:	<input type="text"/>
Home phone:	<input type="text"/>	Work phone:	<input type="text"/>
Cell:	<input type="text"/>	Fax:	<input type="text"/>
Email:	<input type="text"/>		
Address:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text"/>
		Zip:	<input type="text"/>

### Property Information

Address:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text"/>
		Zip:	<input type="text"/>

### Trustor (Owner/Borrower) Information

Name:	<input type="text"/>		
Primary Address:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text"/>
		Zip:	<input type="text"/>
Secondary Address:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text"/>
		Zip:	<input type="text"/>
Other Address:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text"/>
		Zip:	<input type="text"/>
Social security number (if known):	<input type="text"/>		

# Declaration of Default and Demand for Sale

## Loan Information

Loan Type: Fully Amortized (Principle & Int.):  Interest Only:

Owner Occupied? YES:  NO:  Assignment:  Modification:

Document #:  County:

Original loan amount:  Remaining balance:

Loan start date:  Final payment date:

Total monthly payment:  P&I:  I/O:

Current interest rate:

Due date of first missed payment:

Monthly late charge:  Ttl Amt Late Charges Due:

Reason for default:  Missed payment:  Ballon due:

Advances made to others:

### Senior deed of trust:

Position:  Date paid:  Amount:

Position:  Date paid:  Amount:

Real Estate Property Taxes:  Date paid:  Amount:

Hazard Insurance:  Date paid:  Amount:

Other:  Date paid:  Amount:

Do you know if the Borrower is currently in Bankruptcy? YES:  NO:

### Special instructions/Comments:

County Records Research.com  
Trustee Department

## Declaration of Default and Demand for Sale

The undersigned, as Beneficiary or Beneficiary's representative, hereby makes the following representations, each of which is material to and will be relied upon by County Records Research in performing the services described herein:

A Breach and 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 relayed to County Records Research on this Declaration of Default. By reason of said default the undersigned instructs County Records Research to cause the trust property to be placed into default and subsequently sold to satisfy the obligations secured by this Deed of Trust, including unpaid principle balance, all outstanding interest owed, and any and all sums advanced or expended as per the terms of this Deed of Trust, together with interest as provided.

I / We hand you or commit to hand to you in a timely manner herewith the said Deed of Trust and Note together with any assignments, substitutions and also receipts for all sums advanced or extended and will further deliver to you all receipts for any additional sums advanced or expended. I / We agree to refuse, and instruct any collection agency to refuse any partial payment from Borrowers without consulting with County Records Research, understanding that acceptance of partial payment may cause Trustee to cancel foreclosure proceedings at Beneficiary's expense.

The undersigned promises to notify County Records Research immediately when any advances and/or expenses are incurred in order to have accurate reinstatement or payoff figures available to Borrowers at all times.

The undersigned promises at all times to keep current all payments owed to senior lien holders to prevent them from foreclosing, thus eliminating this Deed of Trust.

The undersigned promises to contact County Records Research for an accounting of final foreclosure costs before accepting any reinstatement or payoff.

The undersigned affirms that the subject loan was made in full compliance with the state's statutes and regulations.

The undersigned hereby promises and agrees to pay the Trustee's fee in the amount permitted by law, together with all costs and expenses incidental to these proceedings, within 15 days of billing. It is agreed and understood that you may not proceed with the sale and/or deliver your Trustee's Deed until all fees and costs have been paid, and hereby indemnify and hold harmless County Records Research for said delay allowed under the terms of this contract. I / We also agree to pay on demand, as well as indemnify and hold harmless from and against all costs, damages, attorney's fees, expenses, obligations and liabilities of any kind which you may incur or sustain by 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 agent.

"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 charges, costs and expenses to perform the foreclosure."

Name: \_\_\_\_\_

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

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

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