

**DEFAULT PREPARATION REQUEST**

You are hereby requested to prepare Notice of Default based upon the following:

A default exists because of:

Failure to make the payment due on \_\_\_\_\_

Other defaults: \_\_\_\_\_

The current principal balance of the secured note is \$ \_\_\_\_\_

Charge interest at the rate of: \_\_\_\_\_ % from \_\_\_\_\_

Has the loan interest rate changed? (if so, please attach loan history) \_\_\_\_\_

Per diem interest \_\_\_\_\_

Late charges total \$ \_\_\_\_\_ calculated as follows: \_\_\_\_\_

The loan matures on \_\_\_\_\_ (if applicable was balloon notice given?) \_\_\_\_\_

Any modifications or extensions  no  yes (attach)

Advances for attorneys' fees or to protect the security have been made as follows:

\$ \_\_\_\_\_ for \_\_\_\_\_ incurred on \_\_\_\_\_

\$ \_\_\_\_\_ for \_\_\_\_\_ incurred on \_\_\_\_\_

\$ \_\_\_\_\_ for \_\_\_\_\_ incurred on \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

BORROWER: \_\_\_\_\_ TAX ID#s : \_\_\_\_\_

Does the lender have any additional real or personal property security for this debt? (attach description) \_\_\_\_\_

Are there any guarantors of the loan? (if answer is yes, please attach loan guarantees.)

Type of property and number of units: \_\_\_\_\_

Other known addresses for borrowers? \_\_\_\_\_

In what position is your lien? 1<sup>st</sup>? 2<sup>nd</sup>?, etc. \_\_\_\_\_

Is the property the principal residence of the borrower? \_\_\_\_\_

Was the loan made for personal, family or household purposes? \_\_\_\_\_

**DECLARATION OF DEFAULT AND DEMAND FOR SALE**

The undersigned holder of the beneficial interest of the deed of trust referred to herein, hereby makes this declaration of default and elects to have the trust property sold by the duly appointed trustee to satisfy the secured indebtedness. The undersigned hereby promises to pay the trustee's fees and costs as permitted by law. All such fees must be deposited within 30 days of billing. Discounts from the statutory fees are base upon timely payment of fees. Discounts will be lost and the statutory fees will be charged on any accounts more than 30 days overdue. Failure to make payment will result in refusal to render further services. The undersigned agrees to indemnify and defend the trustee and its employees and agents against any costs, claims, damages, attorneys' fees, judgments and other liabilities of any kind which they may incur in the performance of their authorized duties.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
Beneficiary or Authorized Agent

Beneficiary: \_\_\_\_\_

Attorney: \_\_\_\_\_

Send correspondence to: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_