



Date submitted:

TS#

DECLARATION OF DEFAULT AND REQUEST TO PREPARE NOTICE OF DEFAULT

The following described note and Deed of Trust are in default and we are electing to proceed with foreclosure and enforce the power of sale. Please use the following documents to institute foreclosure proceedings:

- | | |
|--|---|
| <input type="checkbox"/> Promissory Note
<input type="checkbox"/> Deed of Trust
<input type="checkbox"/> Assignment(s) #: _____
<input type="checkbox"/> Other: _____ | <input type="checkbox"/> Please prepare a Substitution of Trustee and send to us for execution
<input type="checkbox"/> Substitution is being prepared and will be forthcoming to MDS
<input type="checkbox"/> Modification Agreement
<input type="checkbox"/> Mortgage/Security Deed/Contract |
|--|---|

Please send Demand Notice prior to commencement of action and/or review documents to determine if necessary

UNPAID PRINCIPAL BALANCE: \$ _____ **LOAN#:** _____
TOTAL PAYMENT AMOUNT: \$ _____ **P&I:** _____ **ESCROW:** _____

Monthly Quarterly Semi-Annually Annually **Lien position:** _____ 1st _____ 2nd

Failure to pay the installment due on _____ and all subsequent installments

- This interest rate is fixed **Note Rate:** _____ %
 This interest rate is variable/adjustable and the variable interest due through today is \$ _____

AMOUNT OF LATE CHARGES DUE \$ _____ **LATE CHARGE AMOUNT \$** _____
AFTER _____ DAYS

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 (including the above date and all subsequent payments). Demand/default letter sent on: _____
 Late charges
 Delinquent property taxes
 Fire Insurance: Failure to provide evidence of satisfactory fire insurance coverage
 Senior Lien: Delinquent payment due on prior Deed of Trust or Mortgage
 Note has matured: The entire unpaid principal balance, plus accrued and subsequent interest that became due and payable on: _____ Balloon notice/demand letter sent on: _____

ADVANCES: We will notify you of any additional advances as they are made. To date **“non-escrow”** advances are:

DATE	AMOUNT	TO WHOM	FOR

Loan Insurer: VA FHA FNMA FHLMC PMI Copy Loan Insurer? Yes No
 Loan Insurer's address is: _____ File Number: _____

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

Name(s) of Occupant(s) if known: _____
 Social security numbers: #1 _____ #2 _____ #3 _____
 The street address of the property is: _____

Vacant land? Yes No Mobile home? Yes No If so, is it affixed/real property and included in the DOT? Yes No *Provide a copy of the mobile home title if possible

We shall notify you immediately of any bankruptcy. The undersigned declares that there are no judicial actions pending against the owner(s) of the property by this beneficiary and further represents that all contractual and statutory notices have been given as required.

Additionally, we hereby promise and agree to pay the trustee's fees in the amount permitted by law, together with all costs and expenses incidental to these proceedings. It is agreed and understood that Mortgage Default Services, LLC (MDS), may not proceed with the sale and/or deliver the Trustee's Deed until all fees and costs have been paid. We also agree to pay on demand, indemnify and hold (MDS) it's Agents or Counsel harmless from and against all costs, damages, attorney's fees, expenses, obligations and liabilities of any kind which (MDS) 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 (MDS) is acting as Agent.

Return Correspondence to and Action Requested by:

Signed: _____

Attn/contact: _____

Phone: _____

Fax: _____

E-mail: _____

File No.: _____

Notes (additional information): _____

