



ALL AMERICAN FORECLOSURE SERVICE
1363 MARSH STREET, SAN LUIS OBISPO, CA 93401
(805) 543-7088 PHONE (805) 543-7332 FAX EMAIL: INFO@AAFORECLOSURE.COM

DECLARATION OF DEFAULT AND DEMAND FOR SALE

We hereby instruct All American Foreclosure Service (AAFS), as Substituted Trustee/Agent for Beneficiary to initiate foreclosure on the Deed of Trust and Promissory Note executed by:

(Borrower(s)/Trustor(s) Name)

1. Enclosed are copies of the following documents:

- Note, Modification, Deed of Trust, Balloon Pmt or other required Notices, Assignments, Additional Notes

2. Unpaid Principal Balance is: \$ Interest Rate %
Maturity Date of Note:

3. Oldest Monthly Payment Due Interest Paid To Date MO DAY YR
Monthly Payment Amount \$ Monthly Late Charge \$
Accumulated/Unpaid Late Charges, if any, Prior to Delinquency \$

4. Default exists because payment has not been made of:

- Late Payments, Matured Loan, Delinquencies due on a Senior Encumbrance, Delinquencies due on Real Estate Taxes/Fire Insurance, etc, Other

5. Advances have been made in the following amounts:

- Senior Trust Deed(s), Insurance, Taxes, Other with corresponding Date fields

(Loan Brokers: Do not include advances made by the company for the benefit of investors.)

6. The name and all known addresses of the Present Property Owner (Borrower/Trustor) :

Blank lines for providing the name and addresses of the Present Property Owner.

7. The Property Address is/are:

1) \_\_\_\_\_

The property is:  Improved  Vacant  Construction Type \_\_\_\_\_  
(Residence, Apt, Condo, Commercial, etc.)

2) \_\_\_\_\_

The property is:  Improved  Vacant  Construction Type \_\_\_\_\_  
(Residence, Apt, Condo, Commercial, etc.)

8. Send Additional Copies of Correspondence to:

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

9. Beneficiaries Name, Address, Phone Number and Fax Number: *(Loan Servicing Agent, contact person)*

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

Email: \_\_\_\_\_ Email: \_\_\_\_\_

10. Is this a RESIDENTIAL loan occupied by the borrower? \_\_\_\_\_ Yes \_\_\_\_\_ No

11. Was this loan made between Jan 1, 2003 and Dec 31, 2007? \_\_\_\_\_ Yes \_\_\_\_\_ No

12. Are any structures on the property occupied as a residence? \_\_\_\_\_ Yes \_\_\_\_\_ No

13. Is the billing address different than the property address? \_\_\_\_\_ Yes \_\_\_\_\_ No

14. Is there a Balloon Payment Notice or any other "Notice" required? \_\_\_\_\_ Yes \_\_\_\_\_ No

15. If Balloon Payment Notice or any other notice has been mailed, provide this office with a copy.

16. Are you aware of any bankruptcy proceedings, restraining orders or legal action(s) involving the property in question? \_\_\_\_\_ Yes \_\_\_\_\_ No

17. Has this loan ever been in foreclosure before? \_\_\_\_\_ Yes \_\_\_\_\_ No

18. Are you using a loan servicing company to collect payments? \_\_\_\_\_ Yes \_\_\_\_\_ No

*(If yes, please inform them in writing not to accept payments while the loan is in foreclosure).*

19. Special Requests or Comments: \_\_\_\_\_

\_\_\_\_\_

**DECLARATION OF DEFAULT**

NOTICE OF HEREBY GIVEN: That as duly appointed or substituted Trustee you are notified of a breach of and default in the obligations secured by that certain

Deed of Trust dated \_\_\_\_\_, Recorded on \_\_\_\_\_ in the County of \_\_\_\_\_.

Executed by (Name of Borrower/Trustor)

BREACH AND DEFAULT HAS OCCURRED FOR NON PAYMENT OF THE FOLLOWING:

\_\_\_ Payments \_\_\_ Maturity of Note \_\_\_ Delinquent Property Taxes/Insurance \_\_\_ Advances by Beneficiary

By reason of this default the undersigned, who holds the beneficial interest, makes this declaration of default and elects to cause the trust property to be sold to satisfy the obligations secured by this Deed of Trust.

Now owing the unpaid principal balance of \$\_\_\_\_\_ with interest from \_\_\_\_\_ and all sums advanced or expended as per the terms of this Deed of Trust, together with interest as provided.

I/We hand you herewith a copy of the said Deed of Trust and Note together with any assignments and will provide upon our demand the original note, deed of trust and any subsequent assignments and/or modifications.

Per the terms of the Deed of Trust and Promissory Note, the Beneficiary and their Agent certify that the required notification provisions as may be applicable to this loan have been complied with. The Beneficiary and/or Agent agree to provide any and all documentation in conjunction with the foreclosure action as required by AAFS, their Successors, Agents, Employees or Officers. Also, the Beneficiary and their Agents(s) irrevocably indemnify and hold harmless and indemnifies AAFS, its Agents, Employees, LLC, Subagents, Officers, Principals and any Successors In Interest from any and all matters concerning the execution of the loan documents, assignments, modifications and the continuance of foreclosure proceedings, including the computation of correctness of any and all amounts stated as being due to the Beneficiary and / or any other matters of record or off record which may, or may not, have been brought to the attention of Beneficiary or AAFS. The Beneficiary and their Agent also indemnifies AAFS from any and all liability, including reasonable attorney's fees and cost incurred in defending a legal action naming AAFS or their Officers, Employees or Agents as a defendant which might arise during the course of or subsequent to AAFS's execution of its duties hereunder, unless said liability arises due to AAFS's own negligence or mistake as determined by a court of competent jurisdiction. The undersigned person and/or company authorizing the foreclosure do acknowledge that they are authorized to start foreclosure based on documentation and / or authority bestowed on them. All fees and charges incurred by and owed to AAFS during the foreclosure and collection proceedings will be guaranteed by the beneficiary and their agent to be paid upon demand by AAFS. In addition, any legal fees or costs to collect such fees and charges shall be paid by the Beneficiary or Agent. The Beneficiary or Agent also represent that they have no knowledge of any bankruptcy or legal action pending against the Trustors or themselves. The Beneficiary or their Agent have possession of the original documents and, if not tendered to AAFS, will produce them upon demand. AAFS shall be entitled to act pursuant to this authorization unless and until Beneficiary gives written notice to AAFS countermanding or canceling this agreement, which shall be effective only from the date of receipt of such notice and upon paying any and all amounts due AAFS. Until they are paid in full, AAFS shall have a lien on the Deed of Trust and Promissory Note in an amount equal to any amount owed to them.

I hereby certify that I have read and understand this **DECLARATION OF DEFAULT and DEMAND FOR SALE** agreement. I also certify that I am the Beneficiary or the representative and agent of all beneficiaries under the subject Deed of Trust and Promissory Note, as such, have legal authority to commit each Beneficiary to the payment, jointly and severally, of the total charges, cost and expenses to perform the foreclosure. **AT THE OPTION OF ONLY AAFS AND WITHOUT FURTHER NOTICE, IT IS HEREBY UNDERSTOOD AND AGREED UPON THAT AAFS WILL NOT CONDUCT THE TRUSTEE'S SALE AND/OR RECORD A TRUSTEE'S DEED UNTIL ALL FEES DUE AAFS ARE PAID IN THEIR ENTIRETY.**

\_\_\_\_\_  
Beneficiary or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Beneficiary or Agent

\_\_\_\_\_  
Date