



Return To: All American Foreclosure Service  
1363 Marsh Street  
San Luis Obispo CA 93401  
Telephone (805) 543-7088

Today's Date: \_\_\_\_\_

From: \_\_\_\_\_ (Print Name)

## **Start a Foreclosure Instructions and Declaration of Default and Demand for Sale**

### Instructions for Starting a Foreclosure

- Complete this form, sign the last page, and return to us with the following:
- Attach ORIGINAL signed Note and ORIGINAL Deed of Trust and any Assignments, Modifications, Forbearance Agreements. (Make certain the recording information on any copies is readable.)
- Attach a copy of the Loan History or Payment History
- If the beneficiary/lender is not a natural person (Trust, Corporation, LLC, Partnership, etc.) attach a copy of documents showing signer is authorized to sign for entity. (Trust Certification, Articles of Inc, LLC Operating Agreement, Corp Resolution, etc.)
- Include a deposit payable to All American Foreclosure Service in the amount discussed. (AAFS is unable to accept credit cards.)
- Send information listed above by certified mail, overnight mail, or by personal delivery to All American Foreclosure Service, 1363 Marsh Street, San Luis Obispo, CA 93401.
- Do you have or are you the Loan Servicing Agent?** If so, provide us with their name, address and contact information and the representative's name. We will prepare documents for the signature of the Loan Servicing Agent acting pursuant to a Loan Servicing Agreement.

After review of the documents we receive, we will send you

- A Substitution of Trustee form will be sent to you for signature and must be signed IN FRONT OF A NOTARY and the original signed document must be returned to AAFS before we can record the Notice of Default.
- A Declaration to be attached to the Notice of Default will be sent to you for completion and the original signed document must be returned to AAFS prior to recording the Notice of Default.

**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(s) executed by:

Borrower(s)/Trustor(s) Name: \_\_\_\_\_

1. Enclosed are copies of the following documents:

- |                                       |  |   |
|---------------------------------------|--|---|
| <input type="checkbox"/> Note(s)      | <input type="checkbox"/> Deed of Trust                         | <input type="checkbox"/> Assignments      |
| <input type="checkbox"/> Modification | <input type="checkbox"/> Balloon Pmt or other required Notices | <input type="checkbox"/> Additional Notes |

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

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. \_\_\_\_\_

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

- Late Payments. The installment of interest/principal which became due on \_\_\_\_\_ and all subsequent installments.
- Matured Loan. The balance of the principal sum (balloon payment) which became due by maturity of the note(s) on \_\_\_\_\_ together with interest due thereon.
- Delinquencies due on a Senior Encumbrance.
- Delinquencies due on Real Estate Taxes/Fire Insurance, etc.
- Other \_\_\_\_\_

6. Advances have been made in the following amounts:

- Senior Trust Deed(s) \$ \_\_\_\_\_ Date: \_\_\_\_\_
- Insurance \$ \_\_\_\_\_ Date: \_\_\_\_\_
- Taxes \$ \_\_\_\_\_ Date: \_\_\_\_\_
- Other \$ \_\_\_\_\_ Date: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. The Property Address is:

a. \_\_\_\_\_

The property is:  Improved  Vacant  Under Construction

Type of Improvements: \_\_\_\_\_ (Residence, Apt, Condo, Commercial, etc.)

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

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10. What is your loan's Lien Position? (First, Second....) \_\_\_\_\_

11. Is this loan secured by property that is RESIDENTIAL 1-4 Dwellings??  Yes  No

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

13. Is the property occupied by the owner their principal place of residence?  Yes  No

14. Is the property occupied? (If yes, state who and their capacity, renters, lease.)  Yes  No

15. What was the purpose of the loan? (What was the money used for?):

16. Who arranged the loan? \_\_\_\_\_

17. Who prepared note and deed of trust? \_\_\_\_\_

(Mortgage Loan Broker, Seller Carry Back/Real Estate Broker, Escrow/Title Company, Attorney, Private Party)

18. Is your deed of trust insured?  Yes  No

19. If not, why not? \_\_\_\_\_

20. Are you using a collection agency or service to receive payments, send them to you and offer an accounting?  Yes  No

a. If so, state name, address, phone number of agency/Service

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

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21. Is there a Balloon Payment Notice or any other "Notice" required?  Yes  No

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

22. Are you aware of any bankruptcy, restraining orders or legal action involving the property in question?  Yes  No

23. Has this loan ever been in foreclosure before?  Yes  No

24. Who has possession of the ORIGINAL SIGNED promissory note? \_\_\_\_\_

25. Who has possession of the ORIGINAL RECORDED deed of trust? \_\_\_\_\_

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

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**DECLARATION OF DEFAULT AND DEMAND FOR SALE**

NOTICE IS HEREBY GIVEN TO ALL AMERICAN FORECLOSURE SERVICE: 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: Original Trustor Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Recorded on \_\_\_\_\_, as Instrument No. \_\_\_\_\_ Official Records in the office of the Recorder of \_\_\_\_\_ County, California

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

**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 principle 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.

**Please forward a deposit of \$\_\_\_\_\_ towards fees and costs in the estimated amount of \$\_\_\_\_\_ made payable to All American Foreclosure Services.**

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 All American Foreclosure Service (hereinafter called "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 does 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 attorney, 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 AN 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.**

Date: \_\_\_\_\_ X \_\_\_\_\_  
(Print Name) \_\_\_\_\_

Date: \_\_\_\_\_ X \_\_\_\_\_  
(Print Name) \_\_\_\_\_