



# OLD REPUBLIC TITLE COMPANY

A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

1000 Burnett Avenue, Suite 400, Concord, CA 94520  
p: (925) 363-2226 f: (925) 798-3283 ortc.com

## Declaration of Default and Request to Prepare Notice of Default

To: Old Republic Title Company, Trustee Services Division, a California Corporation, as Trustee

Dated: \_\_\_\_\_

Trustor(s) Name(s): \_\_\_\_\_ Loan Number: \_\_\_\_\_

SSN /Tax ID# of Trustor/Owner: \_\_\_\_\_

Property Address(es): \_\_\_\_\_ APN#(s) \_\_\_\_\_

NOTICE IS HEREBY GIVEN that the above-referenced Trustor(s) are in breach of and default in the obligations secured by that certain Deed of Trust (or other security instrument(s)) attached hereto.

**The following documents are enclosed:**

- Promissory Note(s)
- Assignments
- Substitution of Trustee
- Deed(s) of Trust
- Servicing Agreements
- Modification Agreements

**The Breach and Default which has occurred is as follows:**

- Failure to make payment pursuant to Note that came due
- Failed to make installments in the amount of \$ \_\_\_\_\_ that became due: \_\_\_\_\_ and totaling \$ \_\_\_\_\_
- Failure to pay formal demand dated (attach copy)
- Failure to provide evidence of satisfactory fire insurance
- Failure to pay property taxes on the Trust Property
- Failure to make payments on senior lien beginning
- Failure to make balloon payment which came due on
- Other breach or default (specify)

**At the present time there is due and outstanding the following amounts:**

Unpaid Principal balance: \$ \_\_\_\_\_ Total Monthly Payment \$ \_\_\_\_\_

Late Charges owed: \$ \_\_\_\_\_ (include impounds)  
Late Charge Amount: \$ \_\_\_\_\_

Interest Rate: \_\_\_\_\_ Interest Paid To: \_\_\_\_\_

Other Charges owed: \_\_\_\_\_

Adjustable Interest Rate  Yes  No Date Rate Adjust(ed)s \_\_\_\_\_

Explain Adjustable Rate Calculation \_\_\_\_\_

Prepayment penalty of \$\_\_\_\_\_ is in effect until this date \_\_\_\_\_.

Any Funds Advanced by Beneficiary?  Yes  No

Amount Advanced:\$\_\_\_\_\_ Date:\_\_\_\_\_ To whom:\_\_\_\_\_

Amount Advanced:\$\_\_\_\_\_ Date:\_\_\_\_\_ To whom:\_\_\_\_\_

**List All Additional Requirements for Reinstatement (current taxes, senior encumbrances, fire insurance):**

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

**Name and last known business and residential mailing address for the current property owner(s):**

Residential or  Business

Name:
Address:
City:
State:
Zip:

Residential or  Business

Name:
Address:
City:
State:
Zip:

To your knowledge does the Owner have an active Bankruptcy pending?  Yes  No

Bankruptcy Court Info:\_\_\_\_\_

Are you aware of any Temporary Restraining Orders, or other actions involving the property that is encumbered by the Deed of Trust? Yes  No

Is the present Owner in the Military Service? Yes  No

Was the loan that is secured by the Deed of Trust principally negotiated in Spanish? Yes  No

Did the Deed of Trust arise as a result of a contract for goods, services, such as the purchase of a new roof, pool, siding or air conditioning? Yes  No

In addition to the property described in the Deed of Trust, was any personal property granted as security for the loan? Yes  No

If Yes, would you like us to include said property in the foreclosure? Yes  No

The Property is:  Improved  Unimproved

The Property is:  1-4 Residential  Office  Retail  Multi-family  Agricultural  Vacant Land

Additional Persons to be Noticed

Name:
Address:
City:
State:
Zip:

By reason of the defaults referred to herein and/or in Exhibit "A" attached hereto, the Beneficiary has executed and delivered to the Trustee this Declaration of Default and Demand for Sale Under Deed of Trust, and has declared and does hereby declare all sums secured by the Deed of Trust immediately due and payable and has elected and does hereby elect to cause the Trust Property to be sold to satisfy the obligation secured thereby.

You are, therefore hereby requested and instructed to execute on behalf of the Beneficiary and record in the Official Records of said County and State, the Notice of Default and Election to Sell. I/We hereby guarantee payment of all expenses of these proceedings, including attorney fees and costs of collection.

In the event legal action is instituted to enjoin these proceedings to nullify said Note and Deed of Trust, or for any other reason, including any claim of invalidity of this foreclosure proceeding or any Trustee's Deed executed pursuant hereto, not caused wholly by your negligence or error, I/we agree to indemnify you against any costs, fees or expenses that you may incur, and/or I/we will have our attorney respond to the suit on your behalf, without expense to your company. I/We have made and/or given all notices which may have been required pursuant to the terms of the Note, Deed of Trust, etc., and/or in accordance with any requirements set forth in state, local, or federal law, including but not limited to, California Civil Code Section 2923.5, if applicable.

Your Name/Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Name (print): \_\_\_\_\_

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