

# WT CAPITAL LENDER SERVICES

7522 NORTH COLONIAL AVENUE, SUITE 101, FRESNO, CA 93711 TELEPHONE: (559) 228-8393 FACSIMILE: (559) 224-1861

## DECLARATION OF DEFAULT AND INSTRUCTIONS TO FORECLOSE

### **Section I**

**Please enclose all applicable loan documents (including Promissory Notes, Deeds of Trust, Security Agreements, Modification or Extension Agreements, Guaranties, Assignments, Mobile Home Title Certificate, UCC Financing Statements) and complete the following:**

Property Address \_\_\_\_\_ Loan No. \_\_\_\_\_

The Security Property consists of:  Real Property  Personal Property  Mobile or Manufactured Home

Does this property consist of vacant land only?  Yes  No Is this Loan Subject to Loss Share?  YES  NO

Proceed with a Unified Trustee's Sale (both real and personal property)?  YES  NO

Loan Type:  FNMA  Conventional  FHLMC  VA  HUD  Other FNMA/FHLMC No.: \_\_\_\_\_

Current Unpaid Principal Balance \$ \_\_\_\_\_ Date Interest is Paid to: \_\_\_\_\_

Maturity Date: \_\_\_\_\_ (as extended, if applicable) Due Date of First Missed Payment: \_\_\_\_\_

Current Monthly Payments are: \$ \_\_\_\_\_ Late Charges are: \_\_\_\_\_ % after \_\_\_\_\_ Days

Fixed  Variable Interest Rate: \_\_\_\_\_ % Is Default Interest Rate in Effect?  Yes  No Interest Per Diem: \$ \_\_\_\_\_

Outstanding Loan Balance (As of \_\_\_\_\_):

Unpaid Principal:	\$ _____
Unpaid Interest:	\$ _____
Unpaid Late Charges:	\$ _____
Monies Advanced by Beneficiary for Fire Insurance:	\$ _____
Monies Advanced by Beneficiary for Property Taxes:	\$ _____
Other Monies Advanced by Beneficiary for _____:	\$ _____
Other Unpaid Amounts for _____:	\$ _____
TOTAL Outstanding Loan Balance:	\$ _____

Past-Due Amounts (As of \_\_\_\_\_) (Do Not Complete If Loan Has Matured):

Missed Payment Due _____:	\$ _____
Missed Payment Due _____:	\$ _____
Missed Payment Due _____:	\$ _____
Missed Payment Due _____:	\$ _____
Missed Payment Due _____:	\$ _____
Missed Payment Due* _____:	\$ _____
Total Unpaid Late Charges:	\$ _____
Total Monies Advanced by Beneficiary:	\$ _____
Total Other Amounts Due:	\$ _____
TOTAL PAST-DUE AMOUNT:	\$ _____

\*Attach list of additional missed payments, as may be necessary.

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## Section II

*The loan is in default for (check all that apply):*

Failure to pay monthly installments when due.

Failure to maintain adequate fire insurance.

Failure to pay principal when loan is due in full.

Failure to make payments to senior lienholder.

Failure to pay taxes/bonds/assessments when due.

Failure to comply with other terms as follows:

*List all known names and addresses for the borrowers/trustors/owners/guarantors, including any post office box addresses:*

**Section III**

(Homeowner's Bill of Rights Compliance)

A. Does the property contain a residence containing no more than four dwelling units?  Yes  No  
If "Yes", please describe:  SFR  Mixed Use  Farm house  Mobile home  Other \_\_\_\_\_

B. Brief description of the type of property: \_\_\_\_\_

C. Is the property now, or has it ever been, owner-occupied as defined in Civil Code section 2924.15?  Yes  No

D. The purpose of this loan was for  business purposes – or –  personal, family or household purposes

E. Is the subject deed of trust in first lien position?  Yes  No

F.  Beneficiary is a Contract Client. The information requested below is provided in the Contract and updated annually.

-or-

Beneficiary does **not** have a Contract with WT Capital Lender Services, and:

During the last fiscal year, Beneficiary has foreclosed on more than 175 residential real properties

-or-

Other: (Explain)

***If this property does consist of owner-occupied residential property containing no more than four dwelling units and the subject deed of trust is in first lien position, please complete the remainder of this Section III by checking and completing those items that apply. Otherwise, proceed to Section IV:***

Please check only one of the following:

A.  The Borrower/Trustor has **not** submitted an application for a first lien loan modification or Foreclosure Prevention Alternative as defined in Civil Code section 2923.55(b)(1) or 2924.18(a).

-or-

B.  The Borrower/Trustor's application for a first lien loan modification or foreclosure preservation alternative pursuant to Civil Code section 2924.18(a)  
(1) has been denied (Date of Denial \_\_\_\_\_)  
(2) the Borrower/Trustor was timely notified in writing of the denial (Date of Notification of Denial \_\_\_\_\_); and  
(3) The Borrower/Trustor's time for appeal of the denial has expired.

-or-

C.  The Borrower/Trustor is in default under an approved Foreclosure Preservation Alternative pursuant to Civil Code section 2924.18(a).

-or-

D.  Other: (Explain)

On \_\_\_\_\_ (date), contact was made with the borrower to assess the borrower's financial situation and to explore options for the borrower to avoid foreclosure. During the initial contact, the beneficiary or its authorized agent advised the borrower that he or she has the right to request a subsequent meeting and, if requested, the beneficiary or its authorized agent scheduled the meeting to occur within 14 days. The beneficiary or its authorized agent provided the borrower with the toll-free telephone number made available by the United States Department of Housing and Urban Development (HUD) to find a HUD-certified housing counseling agency.

No contact was made with the borrower despite the due diligence of beneficiary or its authorized agents pursuant to California Civil Code §2923.5 OR 2923.55, which included all of the following: (a) Mailing a first-class letter to the borrower(s) that included a toll-free number made available by HUD to find a HUD-certified housing counseling agency; (b) After the foregoing letter was sent, attempting to contact the borrower(s) by telephone at the primary telephone number on file at least three times at different hours and on different days or determined during such attempts that the primary and secondary phone numbers on file were disconnected; and (c) Having received no response from the borrower(s) within two weeks after the foregoing telephone contact efforts were complete, mailing an additional letter to the borrower(s) via certified mail, with return receipt requested. All of the foregoing due diligence efforts were completed on \_\_\_\_\_ **(indicate date on which second letter was mailed)**. By checking the box at the beginning of this paragraph and indicating the date on which the foregoing due diligence efforts were completed, the beneficiary represents that all of the following are true: (a) The beneficiary or its authorized agent provided a means for the borrower to contact it in a timely manner, including a toll-free number that provided access to a live representative during business hours; and (b) The beneficiary or its authorized agent has posted a prominent link on the homepage of its Internet website, if any, to the following information: (i) Options that may be available to borrowers who are unable to afford their mortgage payments and who wish to avoid foreclosure, and instructions to borrowers advising them on steps to take to explore those options; (ii) A list of financial documents borrowers should collect and be prepared to present to the beneficiary or its authorized agent when discussing options for avoiding foreclosure; (iii) A toll-free telephone number for borrowers who wish to discuss options for avoiding foreclosure with their beneficiary or its authorized agent; and (iv) The toll-free number made available by HUD to find a HUD-certified housing counseling agency.

The borrower has surrendered the Security Property as evidenced by a letter confirming the surrender or by delivery of the keys to the Security Property to the beneficiary or its authorized agent or the trustee.

The beneficiary or its authorized agent has confirmed that the borrower(s) filed for bankruptcy, and the court has not entered an order closing or dismissing the bankruptcy case or granting relief from the automatic stay.

The provisions of California Civil Code §2923.5 or §2923.55 do not apply for some other reason. Specify:

The undersigned makes the above representations with the intent that the trustee proceed with recordation of the Notice of Default and/or Notice of Sale in compliance with California Civil Code §2923.5 and § 2923.55.

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### **Section IV**

The undersigned declares that:

- ❖ A breach of and default in the obligations secured by the above-referenced deed of trust and security agreement, if applicable, has occurred, and WT Capital Lender Services, a California corporation ("WT Capital") is hereby requested and directed to sell the above-referenced Security Property to satisfy the obligations so secured.
- ❖ The undersigned is not aware of any pending bankruptcy or other judicial action or proceeding involving the Security Property or its owner(s) that may affect this foreclosure.
- ❖ All contractual and statutory notices have been given as required.
- ❖ The trustor is not now in the military and has not been in the military within the three-month period of time immediately prior to the date of this Declaration.
- ❖ The subject loan was principally negotiated in English.
- ❖ The original loan documents are in the possession of Beneficiary, if not provided herewith, and Beneficiary will produce them upon demand.
- ❖ The undersigned will notify WT Capital of any payments received or advances made pursuant to the terms of the subject note(s) and deed of trust.
- ❖ The undersigned hereby agrees to pay all costs and trustee's fees to WT Capital upon receipt of its invoice or demand.
- ❖ Beneficiary hereby indemnifies WT Capital from any and all liability, including reasonable attorneys' fees and costs, incurred in defending a legal action naming WT Capital as a defendant, which might arise during the course of or subsequent to WT Capital's performance of its duties hereunder, including WT Capital's reliance on the representations contained in this Declaration of Default and Instructions to Foreclose, above, unless said liability arises due to WT Capital's own negligence or mistake as determined by a court of competent jurisdiction.
- ❖ If any action, suit, arbitration, or other proceeding is instituted to remedy, prevent, or obtain relief from default in the performance by either party of its obligations under this agreement, the prevailing party shall recover its reasonable attorney's fees and costs incurred in each and every such action, suit, arbitration, or other proceeding, including any and all appeals or partitions therefrom.
- ❖ I hereby authorize WT Capital to act as agent for lender to execute a declaration attesting to the above within the Notice of Default and/or Notice of Sale, which I am requesting WT Capital to prepare.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
Beneficiary Name

Account Officer:

\_\_\_\_\_  
Secondary Contact:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

Telephone: (\_\_\_\_\_) \_\_\_\_\_

E-mail address: \_\_\_\_\_

Facsimile: (\_\_\_\_\_) \_\_\_\_\_

Secondary contact E-mail address: \_\_\_\_\_