

LENDER'S FORECLOSURE SERVICES

Tel: (626) 579-5350 Fax: (626) 579-2524

www.lendersforeclosureservices.com

REQUEST TO PREPARE NOTICE OF DEFAULT

Date of Request
Your Reference No.
TS No.:

Ladies and Gentlemen:

Enclosed are copies of the following documents:

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Promissory Note | <input type="checkbox"/> Modification Agreement | <input type="checkbox"/> Security Agreement | <input type="checkbox"/> Change in Terms |
| <input type="checkbox"/> Deed of Trust | <input type="checkbox"/> Amendment to Deed of Trust | <input type="checkbox"/> Loan Agreement | <input type="checkbox"/> Assignment of Rent |
| <input type="checkbox"/> Assignment of Deed of Trust | <input type="checkbox"/> Personal Guarantee/
Continuing Guarantee | <input type="checkbox"/> UCC Filings | <input type="checkbox"/> Other: |

BORROWER INFORMATION Borrower(s)

Last Known Address(es)

Property Address (If different from above)

Any Additional Mailing Addresses

LOAN INFORMATION

Loan Position 1st 2nd 3rd All Inclusive
Property Type Single Family Multi-family Commercial Industrial Vacant Land Other

The Unpaid Principal Balance is \$ _____ as of _____ Note Maturity Date is _____

Note Interest Rate is _____ Fixed Adjustable In the event of default, the default rate is _____

Loan became delinquent on _____ Due to Failure to pay installments Lender's election to accelerate Note

Failure to pay tax/insurance/senior liens Other breaches (specify) _____

Installment payment \$ _____ consisting of Principal and Interest Interest only is due on the _____ day of _____

Every Month Other Intervals (i.e. Every Quarter) _____ commencing (insert a date) _____

Interest Has Been Paid to _____ Accrued Interest in the Amount of _____ is due as of _____

Accrued Late Charges in the Amount of _____ is due as of _____ Each late charge is _____

If Adjustable Rate, Period 1 _____ Interest Rate _____ Amount of Payment _____

Period 2 _____ Interest Rate _____ Amount of Payment _____

Period 3 _____ Interest Rate _____ Amount of Payment _____

Advances Made (Please List in Date Order All Advances, to Whom, Amount Paid and the Purposes)

DEED OF TRUST : Recording Date _____

County _____

Instrument No. _____

By signing below, I/we declare under the penalty of perjury under the laws of the State of California that all information contained in this Request and any supporting documents is true, correct, and current to the best of my/our knowledge, and can be relied upon by LFS in processing the foreclosure. I/we understand that LFS is NOT required by law to investigate or independently verify the accuracy, truthfulness and completeness of the information I/we have furnished.

I/We have reviewed and understood the Terms and Conditions set forth in Exhibit A attached hereto and make a part hereof. I/We agree to abide by such Terms and Conditions in all dealings with LFS concerning the foreclosure of the Deed of Trust described above. I/We warrant to LFS that the undersigned are duly authorized to sign the Request on behalf of myself/ourselves or the entity I/we represent.

Date: _____

Beneficiary Signature

Beneficiary Name(s)

Beneficiary Mailing Address:

Contact Person:

Title:

Phone Number:

Mobile:

E-Mail Address:

Fax:

Exhibit A
REQUEST TO PREPARE NOTICE OF DEFAULT TERMS AND CONDITIONS

TERMINOLOGY. All references to "Beneficiary" and "LFS" shall include their respective officers, directors, agents, representatives, affiliated entities, and individuals, successors, assigns and consultants. All references to "Agreement" shall include the Request to Prepare Notice of Default and this Exhibit A in their entirety.

ACCEPTANCE OF PAYMENT FROM TRUSTOR. Acceptance of any money by Beneficiary from Borrower (TRUSTOR) before Full Reconveyance or Reinstatement may VOID the foreclosure proceeding and obligate Beneficiary to pay for foreclosure fee and expenses due LFS.

PAYMENT TERMS. LFS requires payment of retainers from Beneficiary prior to 1) recording Notice of Default; and 2) recording and publishing Notice of Trustee's Sale. The retainers are held as credit for final invoice. LFS will provide Beneficiary with periodic invoices reflecting the progress of services and the amount of fee and reimbursable expenses incurred to date. Each invoice is due and payable upon receipt and becomes delinquent in 30 days. In the event of a delinquency, interest shall accrue on the outstanding balance from the invoice date at the rate of 1.50% per month, or the highest rate permitted under the California law, which ever is lower. LFS may, at its sole discretion, suspend its performance of services, withhold or withdraw any instruments of service, or terminate its services with no liability for doing so. Any payments to LFS are unconditional and non-contingent regardless of the final outcome of the foreclosure, including Beneficiary's ability or inability to recover the delinquent loan in whole or in part.

SCOPE OF SERVICES. LFS is only charged with enforcing the Power of Sale under the deed of trust in compliance with the statutory requirements set forth in California Civil Code section 2924. LFS does not offer services or advices concerning legal, financial, tax, or environmental matters. Furthermore and without limitation, LFS shall not be held responsible for 1) delays or other matters beyond its reasonable control; 2) inaccurate or incomplete information provided by Beneficiary or other sources reasonably deemed reliable; 3) services or documents furnished by third-party vendors; 4) actions or inactions of others including title companies, newspapers, auctioneers, and governmental agencies.

INDEMNIFICATION. As an inducement to LFS, Beneficiary hereby promises to indemnify, keep indemnified, and hold harmless LFS, its directors, officers, employees and agents against any and all liability, loss, cost, damages, settlement payments, attorney's fees, and other expenses that LFS may sustain or incur as a result of, or in any way related to the foreclosure of the deed of trust unless the same is sustained or incurred as a result of active negligence by LFS. LFS shall notify Beneficiary in writing of any matter with respect to which LFS intends to seek indemnification as soon as reasonably practical. However, a delay in notifying Beneficiary shall not constitute a waiver of LFS' rights for indemnification. Beneficiary agrees to make any indemnification or advance of expenses promptly and in no event later than 15 days upon a written request by LFS. If beneficiary fails to respond within 15 days to a written request by LFS for indemnity, Beneficiary shall be deemed to have approved the request. If Beneficiary denies a written request for indemnification or advancement of expenses, or if payment in full is not made within 15 days of written request by LFS, the right to indemnification or advances as granted by this Agreement shall be enforceable by LFS in any court of competent jurisdiction. The costs and expenses LFS incurs in connection with successfully establishing its right to indemnification, in whole or in part, in any such action shall also be indemnified by Beneficiary.

DISPUTES. In the event that a dispute arises relating to the performance of services by LFS under this Agreement, parties agree to endeavor to settle the dispute by mediation before filing of a civil action. Either party may make a written demand for mediation and the prevailing party shall be entitled to recovering mediator's fee and costs.

TERMINATION/SUSPENSION. This agreement may be terminated or suspended by either party for convenience upon 30-day written notice or upon 7-day written notice for cause. In the event of suspension or termination for beneficiary's convenience, Beneficiary agrees to release LFS from all liability from the work LFS has performed and compensate LFS for services and reimbursable expenses earned.

LIMITATION OF LIABILITY. In light of the disparity between LFS' fee and the potential liability for problems or alleged problems arising out of the foreclosure proceedings, Beneficiary agrees to limit the total aggregate liability related to LFS, on any and all legal and equitable theories concerning any and all kinds of causes of losses, to the amount of fee LFS receives in connection with this foreclosure.

LIMITATION OF ACTIONS - PARTIES. Notwithstanding anything to the contrary contained herein, Beneficiary agrees that his/her sole and exclusive claim, demand, suit, judgment or remedy shall be directed and/or asserted against only LFS, but not against its shareholders, directors, officers, and employees.

CONSEQUENTIAL DAMAGES. LFS and Beneficiary each waive any right to claim or to recover any consequential damages from the other concerning any breach or alleged breach of any duties or obligations pursuant to this Agreement or the termination of this Agreement.

INTEGRITY OF THE AGREEMENT. This Agreement supersedes all negotiations and prior agreement concerning the subject matter and is intended as a complete and exclusive statement of the entire agreement between Beneficiary and LFS.

ENFORCEABILITY, SEVERABILITY, AND REFORMATION. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason by a court of proper jurisdiction, the remaining provisions shall continue to be valid and enforceable.

ATTORNEYS' FEES AND COSTS. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing party, if any, shall be entitled to recovering attorney's fees and costs.

APPLICABLE LAW. This Agreement shall be governed exclusively by the laws of the State of California.

Beneficiary Initial _____