

LENDER'S FORECLOSURE SERVICES

2158 Durfee Ave., El Monte, CA 91733 Tel: 626.579.5350

www.lendersforeclosureservices.com

REQUEST TO PREPARE NOTICE OF DEFAULT

Date of Request _____ Loan Number _____ Trustee's Sale No. _____

Ladies and Gentlemen:

I/We are forwarding copies of the documents checked below. The original documents will be made available to you upon request.

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Promissory Note | <input type="checkbox"/> Modification Agreement | <input type="checkbox"/> Change In Terms | <input type="checkbox"/> Security Agreement |
| <input type="checkbox"/> Deed of Trust (DOT) | <input type="checkbox"/> Assignment of DOT | <input type="checkbox"/> Modification of DOT | <input type="checkbox"/> Assignment of Rent |
| <input type="checkbox"/> Loan Agreement | <input type="checkbox"/> Guarantee | <input type="checkbox"/> UCC Filings | <input type="checkbox"/> Payment Records |
| <input type="checkbox"/> Other _____ | | | |

BORROWER INFORMATION

Borrower(s) _____

Last Known Addresses _____

Property Address(es) _____

Any Additional Mailing Addresses _____

- PROPERTY TYPE** Residential 1-4 Units Owner occupies one or more units Non-owner occupied
 Multi-family (5+units) Commercial Industrial Land Other (specify) _____

LOAN INFORMATION

Loan Position 1st 2nd 3rd 4th All Inclusive

The Deed of Trust is dated _____ recorded on (date) _____ in _____ County Document No. _____

The Unpaid Principal Balance is \$ _____ as of (date) _____ Loan Maturity Date is _____

Note Initial Interest Rate is _____% Fixed Adjustable In the event of default, the default rate is _____% effective _____ (date)

Loan became delinquent on (date) _____ due to Failure to pay installment Loan matured Lender's election to accelerate

Default on senior lien(s) Failure to pay property tax and/or insurance Other (specify) _____

Installment payment in the amount of \$ _____ is due on the _____ day of Each Month Each Quarter Other intervals (specify) _____ commencing on (date) _____ Installment consists of Principal and Interest Interest only

Interest has been paid to (date) _____ Accrued Interest in the amount of \$ _____ is due as of _____ (date)

Total late charges in the amount of \$ _____ are due as of (date) _____ Each late charge is in the amount of \$ _____

ADVANCES AND OTHER COLLECTION COSTS

Lender/Beneficiary has incurred \$ _____ in legal fees as of (date) _____; \$ _____ in appraisal/appraisal review fee;

\$ _____ in other fees and costs (specify) _____

Lender/Beneficiary has made advances on Borrower's behalf described below and evidenced by receipts and/or cancelled checks:

Date	Payee	Purpose	Amount

By signing below, I/We declare under the penalty of perjury under the laws of the State of California that all the information 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 such information I/we have furnished. I/We also acknowledge that LFS is NOT a law firm and does not offer legal advice or resolve any disputes between Beneficiary and Trustor. Any comments or opinions expressed by any LFS personnels are not intended to be and shall not be construed as legal advice. I/We have been advised by LFS to seek legal advice from an attorney on any legal matters. I/We have reviewed all the Addenda attached to and made a part of this Request and agree to abide by the terms and conditions set forth therein in all dealings with LFS. I/We represent and warrant that the person(s) whose name(s) appears in the signature block below is/are duly authorized to execute the Request on my/our behalf or the entity I/we represent.

Date _____
Authorized Signature(s) _____
Contact Person Name _____
Alternative Contact Name _____
Contact Phone Number _____
Contact Email Address _____

Beneficiary Name _____
Signer Title _____
Contact Person Title _____
Alternative Contact Title _____
Contact Mobile Number _____
Alternative Contact Email _____

**ADDENDUM A TO REQUEST TO PREPARE NOTICE OF DEFAULT
GENERAL 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 all the addenda attached hereto to and made a part hereof in their entirety.

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.

BENEFICIARY REPRESENTATIONS AND WARRANTIES. Beneficiary represents and warrants that all of the statements below are true and correct and may be relied upon by LFS. 1) Beneficiary is the lawful holder of the Note or otherwise entitled to enforce the Deed of Trust.; 2) All Information provided to Trustee is accurate, complete, and supported by competent evidence; 3) No bankruptcy, litigation stay, or other legal impediment prohibits commencement or continuation of the foreclosure; 4) All pre-foreclosure statutory requirements applicable to Beneficiary have been satisfied; 5) Beneficiary will promptly notify Trustee of any change in circumstances which may affect the foreclosure proceeding.

TRUSTEE NEUTRALITY AND CONFLICT-OF-INTEREST ACKNOWLEDGMENT. Beneficiary acknowledges 1) LFS must remain neutral between Trustor and Beneficiary; 2) LFS does not provide legal advice or resolve any disputes between Trustor and Beneficiary; 3) Nothing in this Agreement shall impair LFS' statutory neutrality or its obligation to act impartially; 4) LFS' neutrality does not diminish Beneficiary's indemnity obligations under this Agreement.

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 accept tender of defense promptly and in no event later than 15 days upon a written request by LFS. Beneficiary fails to respond within 15 days constitutes Beneficiary's deemed acceptance. If Beneficiary rejects tender or otherwise fails to timely assume defense, LFS may defend itself and recover from Beneficiary all fees, costs and expenses so incurred, including attorney's fee. If Beneficiary fails to reimburse LFS such fees, costs and expenses within 15 days of written request, LFS may enforce its right to indemnification in any court of competent jurisdiction.

PAYMENT TERMS. LFS requires retainer from Beneficiary prior to 1) recording Notice of Default; and 2) recording 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 15 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. LFS may also 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, regardless of Beneficiary's ability or inability to recover the delinquent loan in whole or in part.

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 and compensate LFS for services and reimbursable expenses incurred as of the date of suspension or termination.

DISPUTES. In the event that a dispute arises relating to payment or performance of services 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.

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 AGAINST INDIVIDUALS. Notwithstanding anything to the contrary contained herein, any claim, demand, suit, judgment or remedy arising out of or relating to this Agreement shall be directed and/or asserted solely against LFS, and not against its shareholders, directors, officers, and employees.

WAIVER OF CONSEQUENTIAL DAMAGES. LFS and Beneficiary waive any right to claim or to recover any consequential, special, exemplary, or punitive damages arising out of or relating to this Agreement, its termination or suspension.

ENTIRE AGREEMENT. This Agreement constitutes the complete and exclusive statement of the Parties' agreement and supersedes all prior negotiations and agreements concerning the subject matter.

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 actions or other proceedings are brought in connection with this Agreement, the prevailing party, if any, shall be entitled to recovering reasonable attorney's fees and costs.

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

Beneficiary Initial _____

**ADDENDUM B TO REQUEST TO PREPARE NOTICE OF DEFAULT
BENEFICIARY'S AGREEMENT TO ACT AS THE FORECLOSURE TRUSTEE**

Whereas a beneficiary customarily designates Lender's Foreclosure Services ("LFS") as the substituted trustee to carry out a non-judicial foreclosure by executing and recording in public records an instrument entitled Substitution of Trustee. LFS customarily accepts the substitution subject to the terms and conditions as set forth in the Request to Prepare Notice of Default and its Exhibit A.

Whereas circumstances arise from time to time under which LFS determines that acting as the substituted trustee may expose LFS to undue legal and financial liabilities which LFS is unable and unwilling to accept, in spite of Beneficiary's promise of indemnification. Consequently, LFS may either decline the foreclosure case, or accept the case on the condition that the beneficiary or his/her/its designee (except LFS) shall be substituted in as the trustee of record, while LFS will perform all the necessary work to satisfy the statutory requirements for a valid non-judicial foreclosure as an anonymous processor.

By entering into this Agreement, the undersigned Beneficiary hereby elects to hire LFS as an anonymous processor to process the non-judicial foreclosure case solely and agrees to execute and record a Substitution of Trustee appointing the Beneficiary or his/her/its designee (except LFS) as the trustee of record. Beneficiary promises to keep LFS anonymous to any other parties involved in the foreclosure proceeding and LFS shall not appear in any recorded documents and any correspondence with the trustor, other lien holders, and their respective legal counsels, representatives, and agents.

LFS, in its capacity as the processor, agrees to perform all duties required of a trustee in a non-judicial foreclosure except for Items 1) to 7) set forth below, which are to be assumed by the Beneficiary/Trustee. Specifically, LFS is responsible for preparing, recording, serving, publishing, and posting all statutorily required notices, reviewing title documents, processing loan reinstatement or payoff, conducting trustee's sale, consulting Beneficiary on procedural non-legal matters, and performing any other acts necessary to perfect a non-judicial foreclosure.

Beneficiary agrees to assume the following responsibilities in the dual capacity as the Trustee:

- 1) Sign Notice of Default and Election to Sell under the Deed of Trust;
- 2) Sign Notice of Trustee's Sale;
- 3) Sign Notice of Rescission in the event of loan reinstatement;
- 4) Sign Deed of Reconveyance in the event loan payoff;
- 5) Sign Trustee's Deed Upon Sale in the event of a Trustee's Sale;
- 6) Provide a return mailing address on all documents described above; and
- 7) Provide a contact phone number on all documents described above.

Beneficiary's failure to perform any of the obligations or keep any of the promises described above shall constitute grounds for suspension or termination of service at the sole discretion of LFS. Upon serving a five-day written notice of termination of service to the Beneficiary/Trustee, LFS is relieved of any further obligations as a processor to the Beneficiary/Trustee. Any payment made by the Beneficiary is fully earned and not refundable. In the event LFS is named in any lawsuits as a result or in connection with processing the foreclosure case, Beneficiary agrees to indemnify LFS against any and all claims for damages, settlement costs, attorney's fee, court fee, costs and expenses LFS may incur.

Beneficiary may terminate LFS' service any time after serving a five-day written notice to LFS. Upon termination, LFS is relieved of any further obligations to the Beneficiary/Trustee as a processor. Any payment made by the Beneficiary will be refunded minus any fee earned and costs and expenses incurred. However, the termination of LFS' service does not relieve Beneficiary from the obligation to indemnify LFS in any lawsuits brought as a result or in connection with processing the foreclosure case.

Beneficiary acknowledge that the terms and conditions set forth in the Request to Prepare Notice of Default and its Exhibit A are incorporated into this Agreement in its entirety by reference. In the event of any conflicts, the terms of this Agreement shall control.

Beneficiary _____

Signature _____

Date _____

**ADDENDUM C TO REQUEST TO PREPARE NOTICE OF DEFAULT
WHEN A DEED OF TRUST IS SECURED BY A RESIDENTIAL PROPERTY OF
ONE-TO-FOUR UNITS
Declaration of Mortgage Servicer/Beneficiary Pursuant to Civil Code Section 2923.5(b)**

Borrower(s): _____ TS# _____
Mortgage Servicer/Beneficiary: _____ Loan# _____
Property Address: _____

The undersigned beneficiary, mortgage servicer or authorized agent (collectively "Beneficiary") represents and declares that the requirements of California Civil Code §2923.5 have been met.

- The Beneficiary has made contact with the Borrower pursuant to California Civil Code §2923.5(a)(2). Contact with the Borrower was made in person and/or by telephone to assess the Borrower's financial situation and to explore options for the Borrower to avoid foreclosure.
- The Beneficiary has exercised due diligence to contact the borrower as required by California Civil Code §2923.5(e) by sending a first-class letter to the borrower, making at least three attempts to call borrower at different hours and on three different days at the primary telephone number identified in the borrower's loan file, and sending to the borrower by certified mail, return receipt requested, the letter required by California Civil Code 2923.5(e)(1) after waiting for two weeks after the telephone calls.

The undersigned beneficiary or authorized agent (collectively "Beneficiary") represents and declares that the requirements of California Civil Code §2923.5 do not apply because

- Pursuant to California Civil Code §2923.5(h)(1) and 2923.55(a), the Borrower has surrendered the property to the Beneficiary.
- Pursuant to California Civil Code §2923.5(h)(2) and 2923.55(b), the Borrower has contacted an organization, person or entity whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and avoid their contractual obligations to Beneficiary.
- Pursuant to California Civil Code §2923.5(h)(3) and 2923.55(c), the beneficiary has confirmed that the borrower has filed a case under Chapter 7, 11, 12 or 13 of Title 11 of the United States Code and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay of foreclosure.
- Pursuant to California Civil Code §2923.5(f) and 2924.15, the above referenced loan is not a first lien mortgage or deed of trust that is secured by owner-occupied residential real property containing no more than four dwelling units.

I certify that this declaration is accurate, complete and supported by competent and reliable evidence, which the mortgage servicer/beneficiary has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

Dated: _____

Signature of Beneficiary

Print Name and Title

Beneficiary Initial _____

ADDENDUM D TO REQUEST TO PREPARE NOTICE OF DEFAULT
**BENEFICIARY DECLARATION ON OCCUPANCY OF A REAL PROPERTY AS
BORROWER'S/TRUSTOR'S PRINCIPAL RESIDENCE**

The undersigned, as an authorized agent or employee of the mortgage servicer named below, or the beneficiary under the Deed of Trust, declares:

TRUSTOR/BORROWER DOES NOT LIVE ON SUBJECT PROPERTY. The property is not the principal residence of the borrower and security for a loan made for personal, a family or household purposes.

State how you have obtained and verified such information _____

THIS IS A FIRST DEED OF TRUST AND TRUSTOR/BORROWER DOES LIVE ON THE SUBJECT PROPERTY
The Trustor/Borrower is more than 120 days delinquent (counting from the date of delinquency and not the payment due date) in principal, interest, insurance and property tax payments. Proper notice has been given to the Trustor/Borrower as required by the California Homeowners Bill of Rights

THIS IS NOT A FIRST DEED OF TRUST AND TRUSTOR/BORROWER DOES LIVE ON THE SUBJECT PROPERTY
The Trustor/Borrower is more than 120 days delinquent (counting from the date of delinquency and not the payment due date) in principal, interest, insurance, and property tax payments.

I/We certify that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer/beneficiary has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

Dated: _____
Mortgage Servicer/Beneficiary

Notice to Lender: Please consult your attorney if you have any questions about the information requested in this declaration. Lender's Foreclosure Services is NOT qualified to provide legal advice on such matters.

Beneficiary Initial _____

**ADDENDUM E TO REQUEST TO PREPARE NOTICE OF DEFAULT
NEW LEGAL REQUIREMENTS GOVERNING TRUSTEE’S SALE WHEN A DEED OF
TRUST IS SECURED BY A RESIDENTIAL PROPERTY OF ONE-TO-FOUR UNITS**

Legislature has enacted several new laws governing trustee’s sale procedures when a Deed of Trust is secured by a residential property of less than four units. By signing below, you acknowledge that you have been made aware of the new legal requirements and correctly identified the Property Type on the first page of Request to Prepare Notice of Default.

The summary of new legal requirements below is provided for information purpose only and should not be construed as legal advice, express or implied. You shall consult your own legal counsel if you have any specific questions or concerns.

1. Beneficiary of a DOT of first priority shall provide to the trustee before the scheduled trustee’s sale date fair market value of the property to be sold. If the final sale price at the Trustee’s Sale does not reach 67% of the fair market value, trustee shall postpone the sale ONCE for at least seven (7) calendar days. The 67% rule does not apply at the second sale.
2. Trustee shall postponed the Trustee’s Sale ONCE for 45 days, if the trustee receives from the Trustor, at least five business days before the scheduled date of sale, by certified mail with the United States Postal Service or by another overnight mail courier service with tracking information that confirms the recipient’s signature and the date and time of receipt and delivery, a listing agreement with a California licensed real estate broker to be placed in a publicly available marketing platform for the sale of the property.
3. If Trustee receives, at least five business days before the scheduled date of sale, from the Trustor, by certified mail with the United States Postal Service or by another overnight mail courier service with tracking information that confirms the recipient’s signature and the date and time of receipt and delivery, a copy of a purchase agreement for the sale of the property, the Trustee shall postpone the scheduled date of sale to a date that is at least 45 days after the date on which the purchase agreement was received by the trustee. “Purchase Agreement” means a bona fide and fully executed contract for the sale of the property that is subject to a power of sale with a purchase price amount equal to or greater than the amount of the unpaid balance of all obligations of record secured by the property that includes the name of the buyer, the sales price, the agreed closing date, and acceptance by the designated escrow agent.
4. Unless the successful bidder at the Trustee’s Sale intends to occupy the property as his/her primary residence, the Trustee’s Sale is subject to post-auction bidding by “eligible tenant buyer” or “eligible bidder” (collectively Eligible Buyer for this context) as defined in California Civil Code 2924m. The Eligible Buyer has 15 calendar days from the date of sale to submit a written non-binding Notice of Intent to Place a Bid to the Trustee via certified mail, overnight delivery, or other methods which allow for confirmation of the delivery date. The Eligible Buyer then must deliver cash or Cashier’s Check in the full bid amount to the Trustee via certified mail, overnight delivery, or other methods which allow for confirmation of the delivery date no later than 5:00 pm on the 45th day from the date of Trustee’s Sale.

Beneficiary Signature _____ Date _____

Beneficiary Signature _____ Date _____

**ADDENDUM F TO REQUEST TO PREPARE NOTICE OF DEFAULT
CERTIFICATION OF NO “UNLAWFUL PRACTICES” PURUSANT TO CCC 2924.13(C)
WHEN FORECLOSING A SUBORDINATE DEED OF TRUST SECURED BY A
RESIDENTIAL PROPERTY INCLUDING MULTI-FAMILY AND MIXED USES**

Effective July 1, 2025, lenders/loan servicers are required to file a written certification under penalty of perjury when initiating foreclosure proceeding against a subordinate deed of trust secured by a residential property (including one-to-four units, multifamily, and mixed uses) that they have not engaged in any of the “unlawful practices” as defined by California Civil Code Section 2924.13. In addition, lenders must provide a written notice to the borrower stating that if the borrower believes the lender/servicer has engaged in an “unlawful practice”; or misrepresented its compliance history, the borrower may petition the court for relief before the foreclosure sale.

The “unlawful practices” as defined by California Civil Code 2924.13(b) include

- 1) The mortgage servicer did not provide the borrower with any written communication regarding the loan secured by the mortgage for at least three years.
- 2) The mortgage servicer failed to provide a transfer of loan servicing notice to the borrower when required to provide that notice by law, including, but not limited to, the federal Real Estate Settlement Procedures Act, as amended (12 U.S.C. Sec. 2601 et seq.), and investor or guarantor requirements.
- 3) The mortgage servicer failed to provide a transfer of loan ownership notice to the borrower when required to provide that notice by law, including, but not limited to, the federal Truth in Lending Act, as amended (15 U.S.C. 1601, et seq.), and investor or guarantor requirements.
- 4) The mortgage servicer conducted or threatened to conduct a foreclosure sale after providing a form to the borrower indicating that the debt had been written off or discharged, including, but not limited to, an Internal Revenue Service Form 1099.
- 5) The mortgage servicer conducted or threatened to conduct a foreclosure sale after the applicable statute of limitations expired.
- 6) The mortgage servicer failed to provide a periodic account statement to the borrower when required to provide that statement by law, including, but not limited to, the federal Truth in Lending Act, as amended (15 U.S.C. 1601, et seq.), and investor or guarantor requirements.

By signing below, you certify under penalty of perjury under the laws of California that the current or previous lender/servicer has not engaged in any of these “unlawful practices” and that your representation of the compliance history is true and correct. You further agree that LFS is entitled to relying solely on your representation without the obligation to verify the accuracy and completeness of your account of the compliance history independently. You further agree 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 relying on your certification and representation in accordance with the Indemnification clause in Addendum A which is hereby incorporated into and made a part hereof by reference.

Beneficiary Signature _____ Date _____

Beneficiary Signature _____ Date _____