



PLM Loan Management Services, Inc.

46 N. Second Street, Campbell, CA 95008
TEL (408) 370-4030 FAX (408) 370-5488

Today's Date _____

FORECLOSURE INSTRUCTIONS AND AGREEMENT - California

Instructions for Starting a Foreclosure:

- Complete this form and sign the last two pages
- Attach original Note, Original Deed of Trust(s) and copies of all Assignment(s) of Deed of Trust (if applicable). Please be sure recording information on recorded documents is readable).
- Attach copy of loan history
- Attach copy of any existing modification(s) and/or forbearance agreement(s) and continuing guarantee(s)
- Copy of authority of signor of this document on behalf of lenders (if applicable) – Servicing Agreements
- If this loan is due in full, please submit a full payoff demand
- If a balloon payment notice was sent, please submit copy
- Contact PLM for correct deposit amount unless other arrangements have been made
- Send information listed above via certified mail, overnight service or Fax (408) 370-5488 or (800) 829-1595 to PLM or, via e-mail to Beth@plmweb.com AND Linda@plmweb.com
- Substitution of Trustee (if PLM Loan Management Services, Inc. is not the current Trustee) shall be sent to you for signature via e-mail together with any further required documents. The original signed and notarized substitution must be returned to PLM prior to the recording of the NOD together with any other documents requiring signature.
- Declaration to be attached to the Notice of Default shall be sent to you for completion and must be returned to PLM prior to the recording of the NOD – scan or fax copy of this document is acceptable

General Information for Defaulted Loan:

Your Loan Number: _____ PLM File Number: _____

Current Property Owner's Name: _____

Borrower #1 SSN: _____ Borrower #2 SSN: _____

Subject Property Address: _____

City: _____ State: _____ Zip: _____ County: _____

VERY IMPORTANT: Provide all known mailing addresses for current owner (other than subject property address given above):

1. Address _____
City _____ State _____ Zip _____

2. Address _____
City _____ State _____ Zip _____

If there are any Guarantors for this loan please complete:

Name _____

Address _____

City _____ State _____ Zip _____

Names of Current Beneficiaries (if different than on Deed of Trust)--**please attach copies of all assignments:**

Loan Specifications:

Original Principal Amount \$ _____ Interest Rate _____

Original Term of Note: From _____ to _____ Modified to _____

Late Charge of \$ _____ for _____ days late. Total Number of Late Charges Now

Due _____ Current Principal Balance \$ _____

Monthly Payment \$ _____ Does payment include impounds: yes no

If yes, please check applicable impound: taxes insurance

Interest Paid to _____ Due Date of First Missed Payment _____

Number of Payments Now Due _____

If this is a variable rate loan and it is reinstatable, please attach a payment schedule.

If interest rate is variable and loan is due in full, complete the following line:

Total Interest Due \$ _____ through (date) _____. Daily Interest \$ _____

Current Interest Rate _____%

Advances: \$ _____ Date _____ To _____

\$ _____ Date _____ To _____

Interest Rate on Advances _____%

Please check type of interest calculation: 360/360 365/365 360/365

Other Amounts Due _____

Prepayment Penalty yes no

If yes, please list amount _____ expires _____

If your loan is an All-Inclusive (or Wrap-Around), specify current underlying principal balances:

Principal Balance of Underlying 1st _____ Underlying 2nd _____

Reason for Default (check one or more):

Failure to pay monthly installments when due.

Failure to pay principal when loan is due in full, plus accrued interest.

If loan is due in full, was a 90 day balloon payment notice been sent? yes no

Was this a seller carryback loan yes no

Failure to pay taxes, bonds, assessments, etc. when due.

Failure to maintain adequate fire insurance.

Failure to comply with other terms as follows:

Loan Type (check one):

Conventional

FNMA

FHLMC

VA

HUD / FHA

Other _____

Senior Encumbrance Information:

1st Holder (if your loan is in a 2nd position)

_____ is 1st loan delinquent at this time? _____

2nd Holder (if your loan is in a 3rd position)

_____ is 2nd loan delinquent at this time? _____

Bankruptcy Information:

Has a bankruptcy been filed? yes no Where _____ Case # _____
Has Relief been obtained yes no Date filed _____ Chapter # _____
If yes, attach copy & relief
Your attorney's name: _____ and Phone# _____
E-mail _____

Unified Sale Information:

Is this to be a Unified Sale (both real and personal property)? yes no

Type of Property

If yes, please attach a copy of the Security Agreement and UCC1 Filing.

- 1-4 SFR - owner occupied
- 1-4 SFR – non-owner occupied
- Vacant Land
- Commercial
- If commercial or non-owner is a receiver being appointed?
- Mixed use with 4 or less dwellings
- Mixed use with 5 or more dwellings

Litigation Information:

Is there currently litigation on this property? yes no
Was there litigation previously on this property? yes no
Status of any litigation:

Receiver Information:

If you are obtaining a receiver for a commercial or multi-family property, please write name of counsel and phone number: _____

Insured Transaction: Was your Deed of Trust insured thru a title insurance Company? Yes No

If not insured, why not? _____ **If not an insured transaction, a copy of the cashed funding check is required. If you do not have title insurance as this Deed of Trust secures a settlement, please attach a copy of the settlement.**

Brokered Transaction:

Was your transaction arranged by a licensed Real Estate Broker? Yes No

Name of Broker: _____

License #: _____

LENDER/MORTGAGE SERVICER'S DECLARATION OF DEFAULT AND INSTRUCTIONS FOR, AGREEMENTS WITH, AND AUTHORIZATIONS TO TRUSTEE OR FORECLOSING AGENT

The undersigned Lender/Mortgage Servicer hereby declares that a default has occurred on the subject loan and that the reason for the default, the specific amounts and terms causing said default, and all other information about the loan have been accurately related to PLM Lender Services, Inc./PLM Loan Management Services, Inc. ("PLM"). At the time of referral, the Lender/Mortgage Servicer has/had no knowledge of any bankruptcy proceeding affecting the trustor, successor owner (other than noted above) or a junior lienholder of/on the subject property; that, to the best of the Lender/Mortgage Servicer's knowledge and belief, the present owner of the subject property is not entitled to the benefits of the Service

Member Civic Relief Act of 2003, as amended, that Lender/Mortgage Servicer has complied with all notification provisions as may be applicable to this loan, including all 2923.55 or 2923.5 notices (code section applicable), that the Lender/Mortgage Servicer has provided to PLM all known mailing addresses for the current property owners, that the Lender/Mortgage Servicer has possession of original documents, that Lender/Mortgage Servicer has registered property and has/shall comply with all ordinance requirements when required, that the Lender/Mortgage Servicer shall pay to PLM within 10 days of billing all charges, costs, expenses, and fees relating to the foreclosure of the subject deed of trust and that Lender/Mortgage Servicer shall transmit any changes in this loan file to PLM upon receipt of the changes (new bankruptcy, payment plan, etc.).

Lender/Mortgage Servicer directs PLM to act as its agent or Trustee in all respects, in order to complete a non-judicial foreclosure sale and, without limiting other acts, specifically authorizes PLM or its agents as follows:

To sign and to record Notice(s) of Default, to attach the Declaration of Lender/Mortgage Servicer to the Notice(s) of Default, to send all notices for recording to the title company of PLM's choice (servicer/lender may direct which title company to use under certain circumstances), to prepare and have recorded a Substitution of Trustee when needed, to order a Trustee's Sale Guarantee, to mail "Post-Notice of Default solicitation Letter" when requested by Lender/Mortgage Servicer, to post and publish a Notice of Trustee's Sale, to request a bid or postponement information, to send required postponement letters under the name of Lender/Mortgage Servicer, to conduct and/or continue a Trustee's Sale, to distribute all funds received whether reinstatement, payoff or trustee sale proceeds. All work to be billed at legal rate at time of work performed. Additionally PLM has authority to quote payoff/reinstatements to borrower and to collect all funds on lenders' behalf (and release to lenders/servicing agent).

PLM or their agent is authorized to rely upon and use any and all Declarations supplied by Lender/Mortgage Servicer or Lender.

Status of Lender/Mortgage Servicer or Lender under the Homeowner Bill of Rights ("HBOR")

The referring Lender/Mortgage Servicer has determined through competent and reliable evidence, including a review of its business files, that it is [check only one box]:

1. A depository institution chartered under state or federal law; or, (b) a licensed California Finance Lender or Residential Mortgage Lender (Fin. Code §§ 22000 et seq. and §§ 50000 et seq.); or (c) a person licensed as a real estate broker (Bus. & Profs. Code §§ 10000 et seq.) that during its immediately preceding annual reporting period, as established with its primary regulator, *foreclosed on 175 or fewer California residential real properties containing no more than four dwelling units.*
2. A depository institution chartered under state or federal law; or, (b) a licensed California Finance Lender or Residential Mortgage Lender (Fin. Code §§ 22000 et seq. and §§ 50000 et seq.); or, (c) a person licensed as a real estate broker (Bus. & Profs. Code §§ 10000 et seq.) that during its immediately preceding annual reporting period, as established with its primary regulator, *foreclosed on more than 175 California residential real properties containing no more than four dwelling units.*
3. *Not* a depository institution chartered under state or federal law; or, (b) a licensed California Finance Lender or Residential Mortgage Lender (Fin. Code §§ 22000 et seq. and §§ 50000 et seq.); or, (c) a person licensed as a real estate broker (Bus. & Profs. Code §§ 10000 et seq.). – example, private investor.

Status of Lender/Mortgage Servicer or Lender under the Consumer Financial Protection Bureau (“CFPB”)

The referring Lender/Mortgage Servicer has determined through competent and reliable evidence, including a review of its business files, that:

1. We are a “large” servicer as defined under CFPB regulations Yes No
2. We are a “small servicer as defined under CFPB regulations Yes No
3. We are a “large” servicer as defined under HOBR regulations Yes No
4. We are a “small” servicer as defined under HOBR regulations Yes No

Borrower and Loan Checklist to Determine Coverage

If any of the following characteristics is present (except the surrendering of the property), the borrower under the note is a “borrower”:

1. Is any borrower under the note a “natural person” i.e., a human being and not a corporation, Limited Liability Company (“LLC”), a general partner of a partnership, a limited liability company, estate or a public entity?
 Yes No
2. Was any borrower the “trustor” or “mortgagor” under the original deed of trust or mortgage?
 Yes No
3. Is the “borrower” *potentially* eligible for any federal, state, or proprietary foreclosure prevention alternative program offered by, or through, his or her Lender/Mortgage Servicer on a first priority lien?
 Yes No
4. If your company’s policy is to characterize successors to the original “trustor” or “mortgagor” as being a “trustor” or “mortgagor” for the purpose of the Civil Code § 2920.5(c), is that successor a natural person i.e., a human being and not a corporation, Limited Liability Company (“LLC”), a general partner of a partnership, a limited liability company, estate or a public entity? Yes No
5. Does a subsequent owner have title to the property? Yes No

The loan referred for foreclosure:

1. What position is your Deed of Trust? 1st D/T 2nd D/T 3rd D/T 4th D/T
2. Is owner-occupied residential real property (borrowers’ primary residence)? Yes No
3. Contains no more than four dwelling units (if mixed use, still contains no more than four dwelling units)?
 Yes No
4. Is security for the loan made for personal, family or household purposes? Yes No
5. Has the borrower surrendered the property (written a letter or turned over keys) Yes No

THEREFORE, BY THE ANSWERS MARKED ABOVE, THIS LOAN IS IS NOT SUBJECT TO THE HOMEOWNER'S BILL OF RIGHTS AND/OR CFPB REGULATIONS.

Lender/Servicer hereby swears under penalty of perjury to PLM that all rules have been complied with regarding notices, duties, etc. in compliance with all HOBR regulations, state regulations, CFPB regulations and federal regulations. Should Lender/Servicer be found to be deficient in any of the tasks, duties, notice requirements under these state and/or federal rules, Lender/Servicer hereby indemnifies PLM as is stated in the terms below (indemnity section).

**Lender/Mortgage Servicer's Authority to Initiate a Foreclosure and Review of Borrower's File
(Civil Code §§ 2924(a)(6) & 2924.17(b))**

Pursuant to Civil Code § 2924(a)(6), the Lender/Mortgage Servicer has authority on behalf of the holder of the beneficial interest to initiate foreclosure and to enforce the deed of trust and to take actions reasonably necessary to conclude the foreclosure including, but not limited to, retaining a trustee, authorizing the recording of a substitution of trustee, notice of default, authorizing the trustee to employ other agents to assist in processing the foreclosure, to record and give notice of sale, to conduct the trustee's sale and to distribute any surplus funds that may result from a trustee's sale as provided by the deed of trust and by law.

I certify, after a review of the Lender/Mortgage Servicer's file, that each statement in this declaration is accurate, complete and supported by competent and reliable evidence which the Lender/Mortgage Servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information. I further certify that I have reviewed the contents of the substitution of trustee, if any, which was to be recorded prior to the recording of the notice of sale (or notice of default) and have determined that it is accurate, complete and supported by competent and reliable evidence. I will review the notice of default and notice of sale as soon as I receive a copy from the trustee and I will immediately inform the trustee if the notice of default and/or the notice of sale is not accurate. The Lender/Mortgage Servicer understands that PLM is relying upon the accuracy of the above information so that it can legally proceed with the referred foreclosure under California law. Any inaccuracies in the foregoing information may result in serious legal consequences, which shall be the liability of the Lender/Mortgage Servicer.

PLM shall be entitled to act pursuant to this authorization unless and until Lender/Mortgage Servicer gives written notice to PLM 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 PLM. Until PLM has been paid in full, PLM shall have a lien on the note and trust deed in an amount equal to any amounts due PLM. Should PLM ascertain that certain facts have arisen or have been suppressed, or information is received which would necessitate the canceling of the file (which includes recording a Rescission of Notice of Default), Lender/Mortgage Servicer hereby authorizes PLM to do so without any liability to PLM and without approval from Lender/Mortgage Servicer.

INDEMNITY: Lender/Mortgage Servicer hereby indemnifies PLM from any and all liability, including attorney's fees and costs incurred in responding to any allegations and/or defending any type of action, whether it is legal or other type action naming PLM as a defendant or asserting any other liability, which might arise during the course of or subsequent to PLM's execution of its duties hereunder, unless said liability arises due to PLM's own negligence or mistake as determined by a court of competent jurisdiction. PLM to be represented by counsel of PLM's choice. Additionally, should any award under 2924.19 or any other portion of law be awarded by the court, Lender/Mortgage Servicer is solely responsible for any amount due.

CITY/COUNTY/STATE ORDINANCE REVIEW

The undersigned hereby understands that currently, in California, there are regulations regarding registering properties in foreclosure and/or while vacant, among other reasons. It is the duty of the Lender/Loan Servicer to research these rules and comply fully. It is not the function of PLM to research the rules or to register the properties. Should the Lender/Loan Servicer fail to comply with the City/County/State Ordinance rules, the Lender/Loan Servicer hereby indemnifies PLM from any and all liability, including attorney's fees and costs incurred in responding to any allegations and/or defending any type of action, whether it is legal or any other type action naming PLM as a defendant or asserting any other liability, which might arise during the course of or subsequent to PLM's execution of its duties hereunder. Should PLM be required to pay any of these fees (attorney, ordinance fees/penalties, etc), Lender/Loan Servicer must reimburse PLM within ten days of billing. Should billing not be paid within 30 days of billing, PLM may add interest in the amount of 10.00% to any amount advanced.

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 to this agreement, the prevailing party shall recover attorney's fees and costs incurred in each and every action, suit, arbitration or other proceeding, including any and all appeals or partition therefrom. Servicing Agent / Lender shall be solely responsible for any award of fees/damages awarded to Borrower due to any Homeowners Bill of Rights violations or any other award/judgment granted by the court.

Lender/Mortgage Servicer agrees that PLM may demand additional documentation depending upon the type of loan. PLM may decline to commence a foreclosure and/or decline to continue a foreclosure based on inadequate or non-compliant documentation or procedures. The undersigned hereby certifies that it is in strict compliance with all HOBR regulations and CFPB regulations.

"I hereby certify that I have read and understood this Agreement. I also certify that I am the Lender/Mortgage Servicer or the representative and agent of all the Beneficiaries under the subject deed of trust and, as such, have legal authority to commit each Lender/Mortgage Servicer to the payment, jointly and severally, of the total charges, costs and expenses to perform the foreclosure."

COMPANY NAME (IF ANY) _____

_____ By: _____ (Signature)

Date

Name and title of signatory

Company Name _____

Contact person at company or, if acting as an individual, your name _____

Address _____ City _____

State _____ Zip _____ Tel. (_____) _____

Fax (_____) _____

E-mail address _____

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, you must apply for it with the IRS.

SSN: _____ Employer Identification Number: _____

Your name exactly as it appears under the number above: _____

Certification:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Sign Here: Signature of U.S. Person:
