

FORECLOSURE INSTRUCTIONS AND AGREEMENT

Instructions for Starting a Foreclosure:

- Complete front of this form and sign the last page
- Attach original Note, Original Deed of Trust and copies of all Assignments of Deed of Trust (make certain recording information on copies is readable).
- Include the correct deposit as delineated on "Schedule of Deposits" charts. (If applicable)
- Send information listed above via certified mail, overnight service or Fax (408) 370-5488 or (800) 829-1595 to PLM

General Information for Defaulted Loan:

Your Loan Number _____ PLM File Number _____

Current Property Owner's Name _____

Soc. Sec. # _____ Soc. Sec.# _____

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: Their 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 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, has a 90 day balloon payment notice been sent? 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
- Other _____

Senior Encumbrance Information:

1st Holder _____ Loan No. _____
Telephone (_____) _____ Is 1st loan delinquent at this time? _____
2nd Holder (if your loan is a 3rd) _____ Loan No. _____
Telephone (_____) _____ 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 No. _____

Unified Sale Information:

Is this to be a Unified Sale (both real and personal property)? yes no
If yes, please attach a copy of the Security Agreement and UCCI Filing.

Type of Property yes no
1-4 Single Family-owner occupied
Vacant Land
Non-owner occupied
Commercial
If commercial or non-owner
Is a receiver being appointed?

Litigation Information:

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

Insured Transaction:

Was your Deed of Trust insured thru a title insurance company? yes no

BENEFICIARY'S DECLARATION OF DEFAULT AND INSTRUCTIONS FOR, AGREEMENTS WITH, AND AUTHORIZATIONS TO TRUSTEE OR FORECLOSING AGENT

The undersigned, as Beneficiary or Beneficiary's representative, hereby makes the following representations, each of which is material to and will be relied upon by PLM Lender Services, Inc. (PLM), in performing the services described herein:

1. 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 on this form.
2. That Beneficiary has no knowledge of any bankruptcy proceeding affecting the trustor or successor owner (other than noted above) of the subject property, and Beneficiary will immediately inform PLM in writing of any knowledge or notice of any such proceeding subsequently received.
3. That, to the best of the Beneficiary's knowledge and belief, the present owner of the subject property is not entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and Beneficiary will execute and deliver to PLM an affidavit to such effect.
4. That the Beneficiary will immediately inform PLM in writing of any further advances made.
5. That Beneficiary will immediately inform PLM in writing of any subsequent payments received from the trustor, owner, lessee or other party.
6. That Beneficiary has complied with all notification provisions as may be applicable to this loan.
7. That Beneficiary has provided to PLM all known mailing addresses for the current property owners on the first page of this form.
8. That Beneficiary has possession of original documents and, if not tendered herewith, will produce them upon demand.
9. That beneficiary 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. If fees are not paid within 10 days of billing, an interest charge not to exceed 1 1/2% per month may be charged.

Beneficiary further directs PLM to act as its agent 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:

1. To sign and to record Notice(s) of Default and to include the charges therefore as part of the Trustee's fees and expenses.
2. To order a Trustee's Sale Guarantee and to include the charges therefore as part of the Trustee's fees and expenses.
3. To post and publish a Notice of Trustee's Sale and to include the charges therefore as part of the Trustee's fees and expenses. Beneficiary understands that when PLM requests a bid, Beneficiary is responsible to give the bid to PLM at least one full business day prior to sale to PLM or PLM, at PLM's sole discretion, may postpone the trustee sale.
4. To conduct and/or continue a Trustee's sale and to include the charges therefore as part of the Trustee's fees and expenses.
5. To contact borrower as necessary and to perform all other acts as necessary to perform a non-judicial foreclosure in accordance with California/Nevada/Arizona (whichever is applicable) Civil Code, and to include the costs and charges therefore as part of the Trustee's fees and expenses.
6. PLM or their agent is authorized to sign the declaration on the Notice of Default regarding 2923.5. One of the follows applied declaration apply (SB1137 REQUIRED DECLARATIONS - PLEASE CHECK THE APPROPRIATE BOX):

The beneficiary or beneficiary's authorized agent has contacted the borrower pursuant to, and has complied with, Civil Code § 2923.5(a)(2) (contact provision to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure"). State the date "contact" with the borrower(s) was accomplished pursuant to Civil Code § 2923.5(a)(2): _____, 20__.

This loan is not subject to Civil Code § 2923.5 because: _____.

The beneficiary or beneficiary's authorized agent has exercised due diligence to contact the borrower as required by California Civil Code § 2923.5(g) and, after waiting two weeks after the telephone call requirements of Civil Code § 2923.5(g)(2) were satisfied, the beneficiary or the beneficiary's authorized agent sent to the borrower(s), by certified mail, return receipt requested, the letter required by Civil Code § 2923.5(g)(3), which was *mailed* on: _____, 20__ [state mailing date, not date on the letter].

Pursuant to Civil Code § 2923.5(h)(1), the borrower has surrendered the secured property as evidenced by either a letter confirming the surrender or by delivery of the keys to the secured property to the beneficiary, the beneficiary's authorized agent or to the trustee. The surrender letter was received on _____, [date]; the keys were received on: _____ [date].

Pursuant to Civil Code § 2923.5(h)(2), the beneficiary or beneficiary's authorized agent has evidence in its file, and reasonably believes, that the borrower has contracted with 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 to avoid their contractual obligations to beneficiaries.

Pursuant to Civil Code § 2923.5(h)(3), the beneficiary or the beneficiary's authorized agent has verified information that, on or before the date of this declaration, the borrower(s) has filed for bankruptcy, and the proceedings have not been finalized. "Finalized" is not defined by § 2923.5(h)(3). For purposes of this Code section, trustee, foreclosure agent and/or their authorized agent is defining the term as either: (1) an order entered on the court's docket closing the file by the court; or, (2) an order entered on the court's docket dismissing the bankruptcy case. If the beneficiary or the beneficiary's agent interprets "finalized" in another manner, please state the basis upon which the beneficiary believes that the bankruptcy has not been "finalized":

PLM shall be entitled to act pursuant to this authorization unless and until Beneficiary 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, Beneficiary hereby authorizes PLM to do so without any liability to PLM and without approval from Beneficiary.

Beneficiary 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.

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.

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

_____	_____
Date	Signature of Beneficiary or Beneficiary's Agent
Company Name _____	
Contact person at company or, if acting as an individual, your name _____	
Address _____	City _____
State _____	Zip _____
Tel. (____) _____	Fax(____) _____

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:
