

REQUEST TO FORECLOSE - Mobile Home

Please prepare... **“NOTICE OF DEFAULT”** or **“NOTICE OF ABANDONMENT”** Circle one

Location of Mobile Home: _____

Decal No.: _____ Current Trustor (borrower): _____

Soc. Sec. No.: _____ Your Loan Number: _____

PLEASE FIND ENCLOSED THE FOLLOWING DOCUMENTS:

<input checked="" type="checkbox"/> Note	<input type="checkbox"/> Copy of Payment Record	Is the Senior Lien Delinquent	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
<input checked="" type="checkbox"/> Cert. of Title	<input type="checkbox"/> HCD Title Search	Are Taxes Delinquent	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
<input type="checkbox"/> Assignment	<input type="checkbox"/> Copy of Letter of Intent	Has Bankruptcy ever been filed	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
<input type="checkbox"/> Extensions	<input checked="" type="checkbox"/> Security Agreement	Is the unit occupied	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown

DEFAULT HAS OCCURRED DUE TO:

- 1. Failure to make the _____ (date) payment of principal and/or interest and all subsequent payments, together with late charges and impounds, if applicable.
- 2. The unpaid principal balance of \$ _____, has become all due and payable under the terms of the Promissory Note with interest thereon at _____% from _____.
- 3. Failure to: _____.

Number of delinquent installments:	_____	@ _____	=	\$ _____
Number of late charges:	_____	@ _____	=	\$ _____
Advances to prior Deed of Trust:	Date: _____			\$ _____
Advances for Real Estate Taxes:	Date: _____			\$ _____
Advances for Fire Insurance:	Date: _____			\$ _____
Other:	Date: _____			\$ _____
Total:				\$ _____

Please list the last known address of the Trustor/Borrower (if different from the property address):

If this loan has been turned over to a Servicer or Collection Agency, please provide the name and phone number:

Please list the name, address, phone number and loan number (if known) of any Senior Lien holder:

BENEFICIARIES/AGENT/NOD CONTACT:

Name: _____
Address: _____
Phone: _____
Fax: _____

LOAN SPECIFICATIONS:

Original Loan Amount: _____
Current Interest Rate: _____
Current Principal Balance: _____
Loan Maturity Date: _____

**DECLARATION OF DEFAULT
AGENCY AGREEMENT/INSTRUCTIONS AND AUTHORIZATION TO FORECLOSING AGENT**

The undersigned, as Trustee, Legal Owner, Beneficiary or Beneficiary's Representative and/or Servicing Agent, hereby makes the following representations, each of which is material to and will be relied upon by *Golden West Foreclosure Service, Inc.* (GWFS), 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 has been accurately relayed to GWFS on the front of this form.
2. The undersigned has no knowledge of any bankruptcy proceeding affecting the trustor or successor owner of the subject property and the undersigned will immediately inform GWFS in writing of any knowledge or notice of any such proceeding received.
3. The undersigned will immediately inform GWFS in writing of any further advances made or any subsequent payments received.
4. The undersigned has complied with all notification provisions pursuant to the terms and conditions of the Note and Security Agreement.
5. The undersigned has provided to GWFS all known mailing addresses for the current property owners on the front of this form.
6. The undersigned has possession of original documents and, if not tendered herewith, will produce them upon demand.
7. That it is understood that a \$150.00 cancellation fee will be charged if the foreclosure is cancelled prior to the mailing of the Notices.

The undersigned, further directs GWFS to act as its agent in all respects in order to complete a non-judicial foreclosure sale and, without limiting other acts, specifically authorizes GWFS as follows:

- 1) To prepare a Notice of Default/Notice of Abandonment. 2) To order a Title Search and Tax Lien Guarantee and to include the charge therefor as part of the Trustee's fees and expenses. 3) To publish a Notice of Public Sale and to include the charges therefore as part of the Trustee's fees and expenses. 4) To conduct and/or postpone a Public Sale.

GWFS shall be entitled to act pursuant to this authorization unless and until the undersigned gives written notice to GWFS 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 GWFS. Until GWFS has been paid in full, GWFS shall have a lien on the Note and Security Agreement in an amount equal to any amounts due GWFS. Should GWFS ascertain that certain facts have arisen or have been suppressed, or information is received which would necessitate the canceling of the file, the undersigned hereby authorizes GWFS to do so without any liability to GWFS and without approval from the undersigned. "I/we hereby certify that I/we have read and understood this Agreement. I/we also certify that I/we am/are the Legal Owner, Trustee, Beneficiary or authorized agent for the beneficiary under the subject Security Agreement and, as such, have legal authority to commit each Beneficiary to the payment of his or her proportionate share of the total charges, costs, and expenses to perform the Foreclosure. It is agreed and understood that GWFS may not proceed with the Public Sale until all fees and costs have been paid. I/we also agree to indemnify, defend and hold GWFS harmless from and against all costs, damages, attorney's fees, expenses, obligations and liabilities of any kind which GWFS may incur or sustain by reason of the invalidity or unenforceability of the lien, or claim thereof, which arises out of this transaction and is based upon usury or any consumer credit protection or truth in lending law. The undersigned also hereby agrees to indemnify, defend and hold GWFS harmless from any and all liability, costs and damages, including attorney's fees and costs incurred in responding to any allegations and/or defending any type of action naming GWFS as a defendant which might arise during the course or subsequent to GWFS's execution of it's duties hereunder. I/we also agree to pay on demand, as well as indemnify, defend and hold GWFS harmless from and against all costs, damages, attorney's fees, expenses, obligations and liabilities of any kind which GWFS may incur or sustain by reason of this default and foreclosure proceeding and/or the sale of the property by reason of any act or omission or commission on the part of others and the undersigned, for whom GWFS is acting as agent.

DATE

LEGAL OWNER/TRUSTEE/BENEFICIARY OR BENEFICIARY'S REPRESENTATIVE AND/OR SERVICING AGENT