



REQUEST TO COMMENCE A FORECLOSURE PROCEEDING AND INSTRUCTIONS FOR TRUSTEE

Please complete the following fields with the information required for Beacon Default Management, Inc. to initiate a foreclosure.

Date: _____ File# _____ Loan # _____

We hereby instruct you Beacon Default Management, Inc. as trustee/substituted trustee/agent for Beneficiary to initiate foreclosure proceedings on the Deed of Trust and Note or other Security Document.

INSERT BENEFICIARY’S NAME HERE

By: _____
Name/Title of Authorized Signatory

Enclosed please find:
(Please check the documents you are providing to us)

Note(s)	_____	Modification Agreement	_____
Deed(s) of Trust	_____	Additional/Renewal Notes	_____
Assignments	_____	Extension Agreement	_____
Assignments of Rents & Leases	_____	Servicing Agreement	_____
Payment History	_____	Other	_____
Substitution of Trustee	_____		

Are you tendering original documents at the time of recording the Notice of Default, IF NOT, please initial below:

The undersigned hereby acknowledges possession or, the ability to obtain possession of the original Note and Deed of Trust and any other documents effectuating a subsequent transfer thereof. At least one business day before any Trustee’s Sale, the originals of said documents shall be received by Beacon Default Management, Inc. as the trustee.

Name of Current Beneficiary(ies) (if different than on Deed of Trust), social security numbers, and all known addresses of the present owner of the property– please attach copies of all assignments and servicing agreements: _____

***Please attach any recent correspondence and Bring Current Statement or a Payoff Statement, whichever applies.**



Property Type:

(Please check the type of property or check other and give description*)

Multifamily _____ Assisted Living _____ Office _____
 Single-family* _____ Hospitality _____ Vacant Land** _____
 Retail*** _____ Condominium _____ Industrial*** _____
 Other* _____

*Is this property 1-4 Single Family owner occupied? _____

**If Vacant Land, is it commercial or residential? _____

***Is this property single tenant or multi tenant? _____

Are you using a loan servicing company to collect your payments? Yes _____ No _____

How were you referred to our company? _____

Reason for Default (check all that apply):

_____ 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:

General Information:

Name and Address of Present Property Owner:	
Subject Property Address:	
Borrower's Social Security Number or Tax ID:	
Property APN(s) (Tax Parcel Number(s)):	
Any Other Address for Present Property Owner:	



Bankruptcy Information:

Has a bankruptcy been filed: Yes _____ No _____

Has Relief from Stay been obtained: Yes _____ No _____

If yes, please attach a copy of relief from stay order.

Attorney's Name: _____ Phone: _____

Litigation Information:

Status of any litigation on property or loan, if any:

Will this be a unified/mixed collateral sale? Yes _____ No _____

If yes, please provide names and addresses of those requiring notice with regard to the personal property:

Was Deed of Trust insured through a title insurance company: Yes _____ No _____

Name of title insurance company: _____



Foreclosure Processing Services For Commercial and Residential Properties

The undersigned, as Beneficiary or Beneficiary's authorized representative, hereby makes the following representations, each of which is material to and will be relied upon by Beacon Default Management Inc., in performing the services described herein:

1. Beneficiary has complied with all notification provisions as may be applicable to this loan.
2. A default has occurred on the subject loan and 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 Beacon Default Management Inc., on this form.
3. Beneficiary has no knowledge of any bankruptcy proceeding affecting the trustor or successor owner (other than noted above) or the subject property, and Beneficiary will immediately inform Beacon Default Management Inc., in writing of any knowledge or notice of any such proceeding subsequently received.
4. Beneficiary and/or Agent has possession of original documents (including, but not limited to the Promissory Note(s), Deed of Trust and assignments) and, if not tendered herewith, will produce them upon demand.
5. 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 Beacon Default Management Inc., an affidavit to such effect.
6. Beneficiary will immediately inform Beacon Default Management Inc., in writing of any subsequent payments received from the trustor, owner, lessee or other party.
7. Beneficiary will immediately inform Beacon Default Management Inc., in writing of any further advances made.
8. Beneficiary has provided to Beacon Default Management Inc., all known mailing addresses for the current property owners on the first page of this form.

Beneficiary further directs Beacon Default Management Inc., to act as its agent in all respects in order to complete a non-judicial foreclosure sale and, without limiting other acts, specifically authorizes Beacon Default Management Inc., or its agents as follows:

1. To sign and to record Notices (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 Beacon Default Management Inc., requests a bid, Beneficiary is responsible to provide the bid amount, in writing, to Beacon Default Management Inc., at least one full business day prior to the scheduled foreclosure sale. If Beneficiary fails to provide the bid as and when required, then Beacon Default Management Inc., at its sole discretion, may postpone the Trustee's Sale with no liability or recourse.

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. Client shall pay such Trustee's fees and expenses immediately on demand as a condition of Beacon Default Management Inc., being required to continue or complete its services hereunder. In the event the foreclosure sale generates surplus sales proceeds, Beacon Default Management Inc., shall be entitled to recover, from the surplus sales proceeds, a Trustee's fee equal to one-percent (1%) of the unpaid principal balance of the foreclosed upon loan, less the Trustee's fee charged to Beneficiary.

Beacon Default Management Inc., shall be entitled to act pursuant to this authorization unless and until Beneficiary gives written notice to Beacon Default Management Inc., terminating this Agreement, which shall be effective only from the date of receipt of such notice and upon paying any and all amounts due Beacon Default Management Inc. Until all amounts due are paid in full, Beacon Default Management Inc., shall have a lien on the Note and Deed of Trust in an amount equal to any amount owned to Beacon Default Management Inc. Should Beacon Default Management Inc., 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 Beacon Default Management Inc., to do so without any liability to Beacon Default Management Inc., and without approval from Beneficiary.

Beneficiary and its/their Agent(s) hereby irrevocably indemnify, defend and hold harmless Beacon Default Management Inc., from any and all costs, filing fees, expenses, damages, attorney's fees, obligations and liabilities of any kind, whether or not actually incurred (collectively "Expenses") by or in any action, claim cause of action, injunctive relief, demand, complaint or application, arising out of or related to the Subject Property, the foreclosure proceedings and foreclosure sale, post-sale proceeding, and as may arise or actually arise during the course of or subsequent to Beacon Default Management Inc., performance of its duties hereunder, unless said liability arises due to Beacon Default Management Inc., own negligence as determined by a court of competent jurisdiction. Without limitations Beneficiary shall pay the attorney's fees and costs incurred by Beacon Default Management Inc., in preparing and filing a Declaration of Non-Monetary Status.



I hereby certify that I have read and understood this REQUEST TO COMMENCE A FORECLOSURE PROCEEDING AND INFORMATION AND INSTRUCTIONS FOR TRUSTEE AND I certify that I am the Beneficiary or the representative and agent of all the Beneficiaries under the subject Note and 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 _____

SSN or Fed. ID# _____

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

Address _____ City _____

State _____ Zip _____ Tel _____ Fax _____

E-mail _____

Please send completed questionnaire and copies of loan documents to
BEACON DEFAULT MANAGEMENT, INC.

30101 Agoura Court, Suite 203 Agoura Hills, California 91301

Or email a scanned copy with attached loan documents to CSandoval@BeaconDefault.com