



# AMERICAN TRUST DEED SERVICES CORP.

*formerly of First Assurance Trust Deed Services, Inc.*

## INITIAL REFERRAL

(Page 1 of 2)

Date:

This account is being referred for;  Foreclosure  Deed-In-Lieu  Bankruptcy Relief

### Client and Loan Information:

<b>Client's Name:</b>	
<b>Address:</b>	
<b>Phone:</b>	<b>Fax:</b>
<b>e-mail:</b>	
<b>Contact Name:</b>	
<b>Loan #:</b>	<b>Loan Type:</b>
<b>Loan Position:</b> <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> Other	<b>UCC Filing:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No

### Borrower Information:

<b>Trustor's Name(s):</b>	
<b>Trustor's SSN:</b>	
<b>Property Address:</b>	<b>Mailing &amp; Other Known Addresses:</b>

### Status of Account:

<b>Due Date:</b>	<b>Interest Rate:</b>	<b>Late Charge:</b>
<b>Monthly Payment:</b>	<b>Interest Paid to:</b>	
<b>Principal Bal:</b>	<b>Escrow/Advance:</b>	<b>Total Due:</b>
<b>Occupied By:</b>		
<b>Reason For Default:</b>		

### Documents Enclosed: {Originals/Copies (Circle One)}

<b>Deed of Trust</b> _____	<b>Demand Letter</b> _____	<b>Substitution</b> _____
<b>Note</b> _____	<b>Bankruptcy Relief</b> _____	<b>Other</b> _____
<b>Title Policy</b> _____	<b>Assignments</b> _____	_____
<b>Receipts for Advances</b> _____		

### Special Instructions:

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**DECLARATION OF DEFAULT AND DEMAND FOR SALE**

NOTICE IS HEREBY GIVEN THAT as duly appointed or substituted Trustee, you are notified of a breach of and default in the obligations secured by that certain Trust Deed dated: \_\_\_\_\_, executed by \_\_\_\_\_ (original Trustor), \_\_\_\_\_ (original Trustee) and \_\_\_\_\_ (original Beneficiary). Recorded on \_\_\_\_\_, as instrument No: \_\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_ of official records in the Office of the Recorder of \_\_\_\_\_ County, California.

Current Beneficiary:

Property Address:	
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**PAYMENTS OF PRINCIPAL AND INTEREST DUE SINCE \_\_\_\_\_ AND ALL SUBSEQUENT PAYMENTS, MONTHLY OR OTHERWISE, ADVANCES, LESS CREDITS AND OFFSETS, PLUS LATE CHARGES, INTEREST, ASSOCIATION FEES, COLLECTION COSTS, TRUSTEE'S FEES AND COSTS AND ATTORNEY FEES.**

By reason of this default the undersigned, who hold(s) the beneficial interest, make(s) this declaration of default and elect(s) to cause the trust property to be sold to satisfy the obligations secured by the Trust Deed along with all sums advanced or expended as per the terms of the Note and Deed of Trust together with interest as provided.

I/We hand you herewith the documents indicated on the reverse side hereof.

The undersigned hereby promise(s) and agree(s) to pay you trustee's fee in the amount permitted by law, together with all costs and expenses incidental to these proceedings. It is agreed and understood that you will not proceed with the sale and/or deliver or caused to be delivered a trustee's deed until all fees and costs have been paid. Undersigned agrees to pay seven hundred fifty dollars (\$750.00), which represents a collections charge over and above the trustee's fees and costs in the event of legal action to enforce the payment of trustee's said fees and costs. Any payment not received on demand will accrue interest at one and one half percent interest per month until paid. The judicial venue for any dispute arising out of payment of fees and costs is Van Nuys, CA. I/We also agree to pay on demand, as well as indemnify and hold you harmless from and against all costs, damages, attorneys' fees, expenses, obligations and liabilities of any kind which you may incur or sustain by reason of this default and foreclosure proceeding and/or the sale of the trust property by reason of any act of omission or commission on the part of others and the undersigned, for whom you are acting, as an agent.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
S.S. No.