

**County Records Research, Inc.**  
**4952 Warner Avenue #105**  
**Huntington Beach, California 92649**

**DECLARATION OF DEFAULT AND DEMAND FOR SALE**  
**TRUSTEE-BENEFICIARY AGREEMENT**

I/We hand you herewith the said Deed of Trust and a copy of the original signed Note (I certify that I am in possession of the Original signed Note) together with any assignments, substitutions and also receipts for all sums advanced or expended and will further deliver to you all receipts for any additional sums advanced or expended. The undersigned has done his/her own calculations, including compounding when applicable, and affirms that all calculations and sums owed are correct.

I/We agree to refuse, and instruct any collection agency to refuse any partial payment from borrowers without consultation with County Records Research, Inc, understanding that acceptance of partial payment may cause trustee to cancel foreclosure proceeding at beneficiary's expense.

The undersigned promises to notify County Records Research, Inc immediately when any advances and/or expenses are incurred in order to have accurate reinstatement or payoff figures available to borrowers at all times.

The undersigned promises at all times to keep current payments owed to senior lien holders to prevent them from foreclosing, thus eliminating this deed of trust.

The undersigned promises to contact County Records Research, Inc. for an accounting of final foreclosure costs before accepting any reinstatement, payoff or Deed in Lieu of Foreclosure.

The undersigned affirms that the subject loan was made in full compliance with federal, state and local statutes and regulations and is in full compliance with all current pre-foreclosure requirements. I/We understand that County Records Research, Inc is not giving me/us legal advice and should consult the advice of an Attorney for any and all Legal questions.

In the event it is determined by County Records Research, Inc., or a Court of competent jurisdiction that County Records Research, Inc. improperly performed or failed to perform any services required of them hereunder or applicable law, the liability of County Records Research, Inc., to any party whatsoever shall be and hereby is limited to re-performing or performance of such services. In each foreclosure conducted by County Records Research, Inc., any obligation to re-perform or perform services shall terminate upon the date of recording a Trustee's Deed Upon Sale in connection with such foreclosure.

The undersigned hereby personally promise(s) and agree(s) to pay trustee's fee in the amount permitted by law, together with all costs and expenses incidental to these proceedings, within 15 days of billing. 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. In the event the undersigned fails to pay the trustee's fee and costs, the undersigned agrees to pay an additional penalty/collections charge over and above the trustee's fees. The undersigned also agrees to pay 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 undersigned agrees to \$100 per hour charge by County Records Research, Inc for work done outside of the normal foreclosure process

I/We, personally, the undersigned, also agree to pay on demand, as well as indemnify and hold you harmless from and against all costs, damages, attorney's fees, expenses, obligations and liabilities of any kind which you may incur or sustain by reason of this default and foreclosure proceeding. I/We, personally, accept all consequences of the sale of the trust property by reason of any act of omission or commission (passive or active negligence) on the part of County Records Research, Inc., and the undersigned beneficiary (ies) or the agent signing for the beneficiary (ies). I agree to provide legal Representation at my expense, when necessary.

Beneficiary (ies) accepts full responsibility to register the defaulting property in cities or counties where registration is required

Files left inactive for more than 1 year may be closed at beneficiary's expense.

\_\_\_\_\_  
By: Beneficiary name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date of Birth