

## Declaration of Beneficiary/Lender Pursuant to Civil Code Section 2923.5(b)

Borrower(s): \_\_\_\_\_

Loan Number: \_\_\_\_\_

Beneficiary/Lender: \_\_\_\_\_

Property Address: \_\_\_\_\_

\_\_\_\_\_

Trustee Sale Number: \_\_\_\_\_

The undersigned, as Beneficiary/Lender, or an authorized agent of the Beneficiary/Lender named below, declares that:

- 1. The mortgage servicer has contacted the borrower pursuant to California Civil Code Section 2923.5(a)(2) to “assess the borrower's financial situation and explore options for the borrower to avoid foreclosure”. Thirty (30) days, or more, have passed since the initial contact was made.
- 2. Despite the exercise of due diligence pursuant to California Civil Code Section 2923.5(e), the mortgage servicer has been unable to contact the borrower to “assess the borrower's financial situation and explore options for the borrower to avoid foreclosure”. Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
- 3. No contact was required by the mortgage servicer because the individual(s) did not meet the definition of “borrower” pursuant to subdivision (c) of California Civil Code Section 2920.5.
- 4. The requirements of California Civil Code Section 2923.5 do not apply because the loan is not secured by a first mortgage or first deed of trust that secures a loan, or that encumbers real property, described in California Civil Code Section 2924.15.
- 5. The mortgage servicer has contacted the borrower pursuant to California Civil Code Section 2923.5(a)(2) to “assess the borrower's financial situation and explore options for the borrower to avoid foreclosure”. Thirty (30) days, or more, have passed since the initial contact was made. A forbearance was requested by the borrower and denied by the Lender. The denial letter for the requested forbearance is attached.

I certify under penalty of perjury that this declaration is accurate, complete and supported by competent and reliable evidence which as the Beneficiary/Lender has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

\_\_\_\_\_

Beneficiary/Lender

\_\_\_\_\_

Name (Print)

\_\_\_\_\_

Signature

\_\_\_\_\_

Date:

\_\_\_\_\_

Title (Print)