LOS ANGELES COUNTY

CONSUMER & BUSINESS AFFAIRS

FORECLOSURE IN CALIFORNIA

OUR MISSION

LOS ANGELES COUNTY
CONSUMER &
BUSINESS AFFAIRS

"To promote a fair and vibrant marketplace, we serve consumers, businesses, and communities through education, advocacy, and complaint resolution."

Serving Los Angeles County consumers and businesses since 1976

AGENDA

I. California Foreclosure Process

II. Foreclosure Prevention Services

III. Homeowner Notification Program

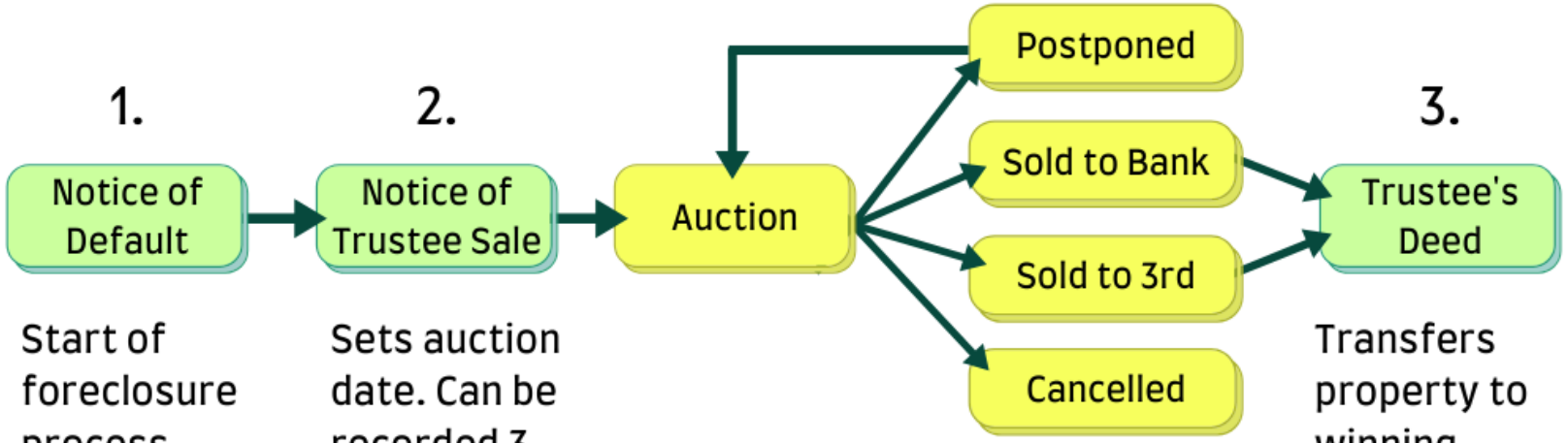
FORECLOSURE

The legal process used by lenders to recover balance of the loan when a property owner fails to meet the obligations of the loan.

JUDICIAL VS. NON-JUDICIAL

- Judicial
  - A **mortgage** involves the borrower and lender
  - Lenders must sue in court in order to foreclose
- Non-Judicial
  - A **deed of trust** involves the borrower, lender, and a trustee. Borrower conveys the power-to-sell to trustee. When borrower defaults, lender sends a request to the trustee to initiate foreclosure proceedings
  - Foreclosure trustee conducts public auction without court proceedings
- California
  - Both, but generally a non-judicial state

California Foreclosure Process



Start of foreclosure process. Initial notice recorded after borrower fails to meet the terms of their loan.

Sets auction date. Can be recorded 3 months after Notice of Default.

Transfers property to winning bidder. By default, this will be the lender, if no bid higher than the lender's opening bid is received.

NOTICE OF DEFAULT

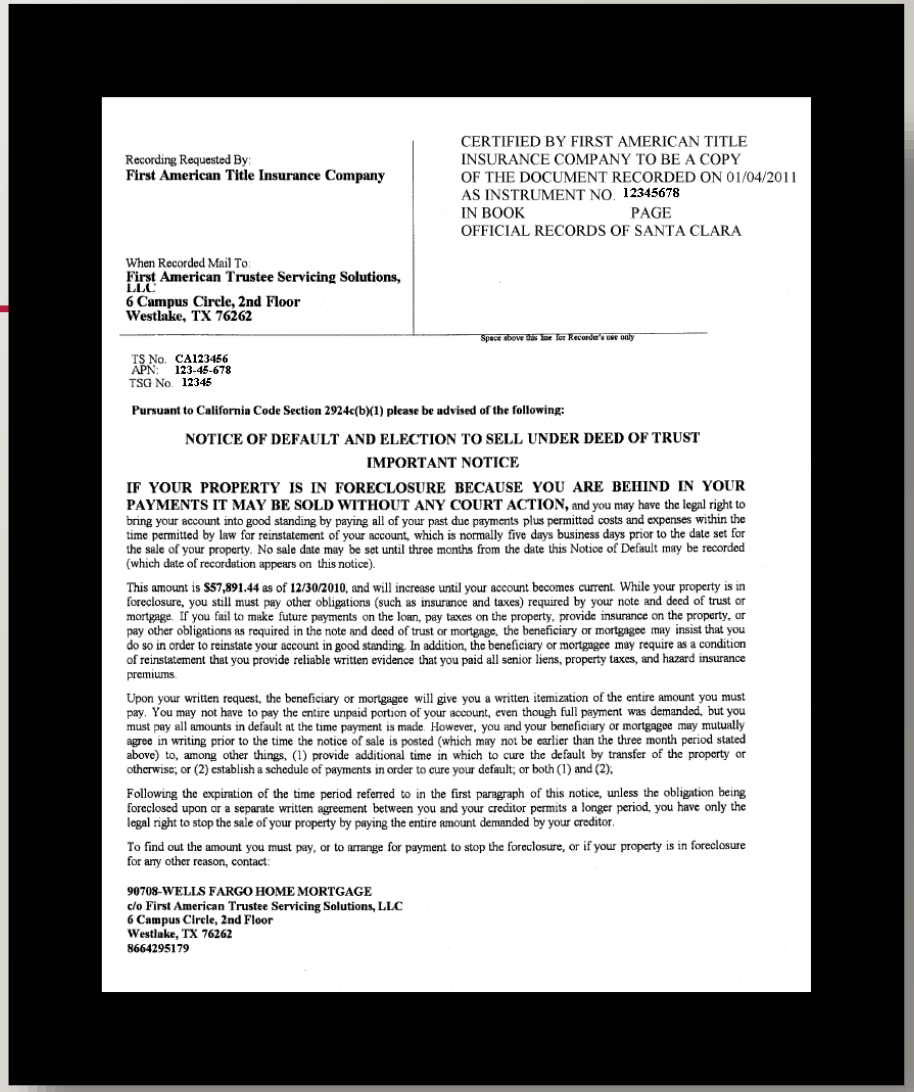
Lender will record ND after borrower fails to meet the terms of their loan

→

Start of foreclosure process

↓

Apply for foreclosure prevention options



Recording Requested By:
First American Title Insurance Company

CERTIFIED BY FIRST AMERICAN TITLE INSURANCE COMPANY TO BE A COPY OF THE DOCUMENT RECORDED ON 01/04/2011 AS INSTRUMENT NO. 12345678
IN BOOK PAGE
OFFICIAL RECORDS OF SANTA CLARA

When Recorded Mail To:
First American Trustee Servicing Solutions, LLC
6 Campus Circle, 2nd Floor
Westlake, TX 76262

Space above this line for Recorder's use only

TS No. **CA123456**
APN: **123-45-678**
TSG No. **12345**

Pursuant to California Code Section 2924c(b)(1) please be advised of the following:

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account into good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five days business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this Notice of Default may be recorded (which date of recordation appears on this notice).

This amount is **$57,891.44** as of **12/30/2010**, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

90708-WELLS FARGO HOME MORTGAGE
c/o First American Trustee Servicing Solutions, LLC
6 Campus Circle, 2nd Floor
Westlake, TX 76262
8664295179

HOMEOWNER PROTECTIONS

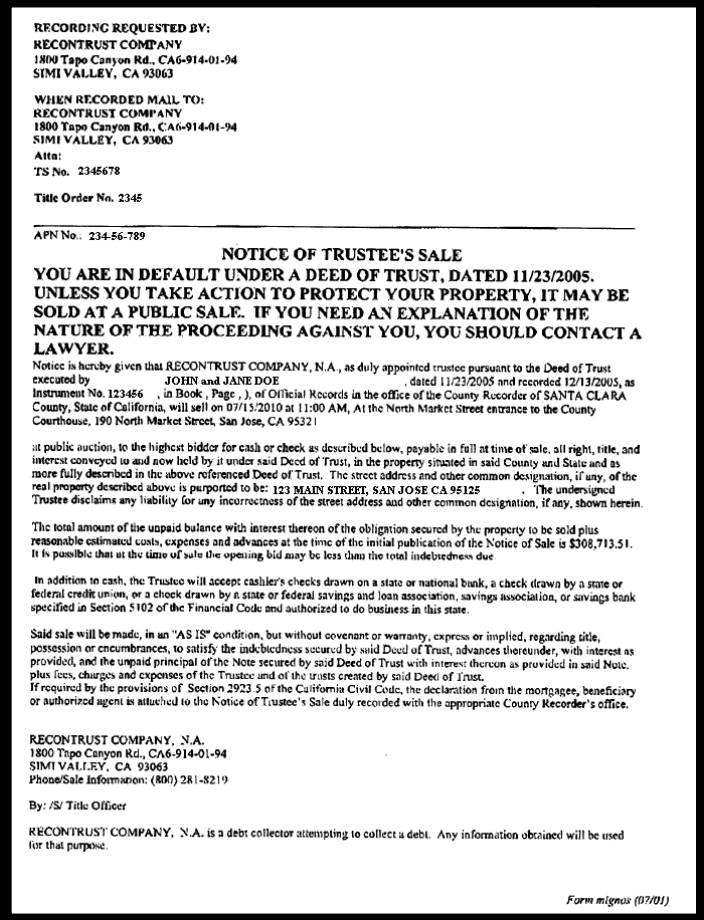
- California Civil Code 2923.5
- HBOR (Single point of contact, etc.)
- Consumer Financial Protection Bureau
- California Department of Business Oversight

NOTICE OF SALE

Lender will record NT 3 months after Notice of Default

→ Sets auction date

→ Apply for foreclosure prevention options (limited)



RECORDING REQUESTED BY:
RECONTRUST COMPANY
1800 Tapo Canyon Rd., CA6-914-01-94
SIMI VALLEY, CA 93063

WHEN RECORDED MAIL TO:
RECONTRUST COMPANY
1800 Tapo Canyon Rd., CA6-914-01-94
SIMI VALLEY, CA 93063
Attn:
TS No. 2345678

Title Order No. 2345

APN No.: 234-56-789

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 11/23/2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

Notice is hereby given that RECONTRUST COMPANY, N.A., as duly appointed trustee pursuant to the Deed of Trust executed by JOHN and JANE DOE, dated 11/23/2005 and recorded 12/13/2005, as Instrument No. 123456, in Book, Page,), of Official Records in the office of the County Recorder of SANTA CLARA County, State of California, will sell on 07/15/2010 at 11:00 AM, At the North Market Street entrance to the County Courthouse, 190 North Market Street, San Jose, CA 95321

at public auction, to the highest bidder for cash or check as described below, payable in full at time of sale, all right, title, and interest conveyed to and now held by it under said Deed of Trust, in the property situated in said County and State and as more fully described in the above referenced Deed of Trust. The street address and other common designation, if any, of the real property described above is purported to be: 123 MAIN STREET, SAN JOSE CA 95125. The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

The total amount of the unpaid balance with interest thereon of the obligation secured by the property to be sold plus reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is $308,713.51. It is possible that at the time of sale the opening bid may be less than the total indebtedness due.

In addition to cash, the Trustee will accept cashier's checks drawn on a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state.

Said sale will be made, in an "AS IS" condition, but without covenant or warranty, express or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided, and the unpaid principal of the Note secured by said Deed of Trust with interest thereon as provided in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust.
If required by the provisions of Section 2923.5 of the California Civil Code, the declaration from the mortgagee, beneficiary or authorized agent is attached to the Notice of Trustee's Sale duly recorded with the appropriate County Recorder's office.

RECONTRUST COMPANY, N.A.
1800 Tapo Canyon Rd., CA6-914-01-94
SIMI VALLEY, CA 93063
Phone/Sale Information: (800) 281-8219

By: /S/ Title Officer

RECONTRUST COMPANY, N.A. is a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

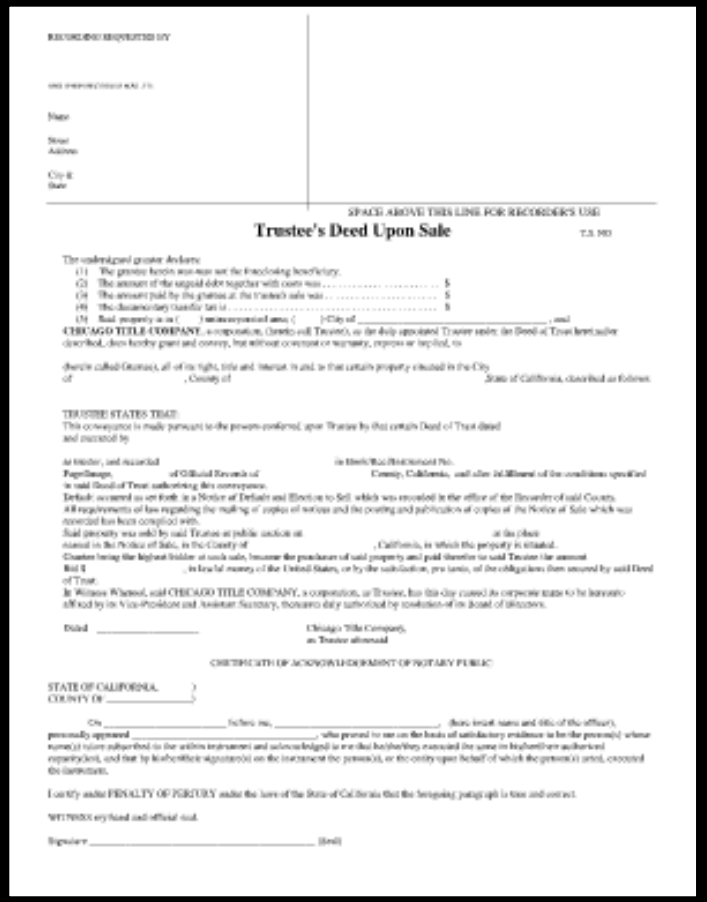
Form mignox (07/01)

TRUSTEE'S DEED UPON SALE

Transfers property to the winning bidder

By default this will be the lender, if no bid higher than the lender's opening bid is received

Counseling to Move Forward!



RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name

Street
Address

City &
State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Trustee's Deed Upon Sale

T.S. NO.

The undersigned grantor declares:
(1) The grantee herein was not the foreclosing beneficiary.
(2) The amount of the unpaid debt together with costs was ..... $
(3) The amount paid by the grantee at the trustee's sale was ..... $
(4) The documentary transfer tax is ..... $
(5) Real property is in ( ) unincorporated area; ( )City of _____, and

CHICAGO TITLE COMPANY, a corporation, (herein called Trustee), as the duly appointed Trustee under the Deed of Trust hereinafter described, does hereby grant and convey, but without covenant or warranty, express or implied, to

_____ (herein called Grantee), all of its right, title and interest in and to that certain property situated in the City of _____, County of _____, State of California, described as follows:

TRUSTEE STATES THAT:
This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust dated _____ and executed by _____

As trustor, and recorded _____ in Book/Reel/Instrument No. _____ Page/Image _____ of Official Records of _____ County, California, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance.
Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the office of the Recorder of said County.
All requirements of law regarding the mailing of copies of notices and the posting and publication of copies of the Notice of Sale which was recorded have been complied with.
Said property was sold by said Trustee at public auction on _____ at the place named in the Notice of Sale, in the County of _____, California, in which the property is situated.
Grantee being the highest bidder at such sale, became the purchaser of said property and paid therefor to said Trustee the amount _____ Bid $ _____ in lawful money of the United States, or by the satisfaction, pro tanto, of the obligations then secured by said Deed of Trust.
In Witness Whereof, said CHICAGO TITLE COMPANY, a corporation, as Trustee, has this day caused its corporate name to be hereunto affixed by its Vice-President and Assistant Secretary, thereunto duly authorized by resolution of its Board of Directors.

Dated _____

Chicago Title Company,
as Trustee aforesaid

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA,)
COUNTY OF _____)

On _____ before me, _____, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

AFTER FORECLOSURE

- Notice to Vacate
  - Previous owner receives 3 days before eviction
  - Tenants potentially may receive a longer notice before eviction
- Cash for Keys Negotiation

HOMEOWNER NOTIFICATION PROGRAM

- Established in 1996 to alert homeowners of newly recorded document
- Applies to **Grant Deeds**, **Quitclaim Deeds**, and **Deeds of Trust**
- Mail a notice of recordation to the party or parties within **30 days** of the recording of one of those documents
- Provide information, counseling and assistance

LOS ANGELES COUNTY
CONSUMER & BUSINESS AFFAIRS

Your Partner in Homeownership

A Deed Has Been Recorded on Your Home
HAVE A QUESTION? Call (855) 351-0066

No matter what homeownership challenge you are facing, the Department of Consumer and Business Affairs is here to help. Call us right away if:

- ❑ Your home was sold without your knowledge.
- ❑ The title was transferred without your knowledge.
- ❑ The document was changed after you signed it.
- ❑ Your signature was forged.
- ❑ Some pages are missing or the copies are not clear.
- ❑ You don't understand the document.

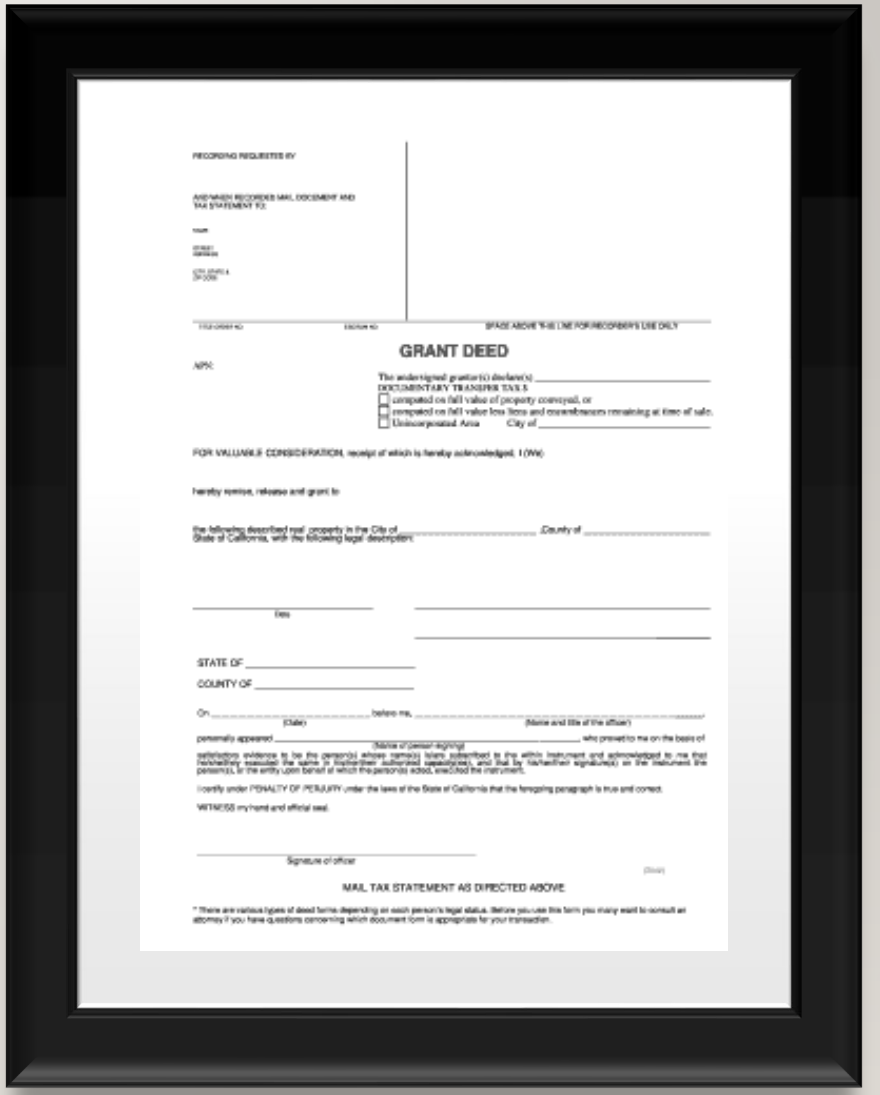
Homeowners Can Count on Us!

ENHANCED HOMEOWNER NOTIFICATION

- SB 62 expanded the homeowner notification program to include two additional documents
  - Notice of Default
  - Notice of Trustee' Sale
- SB 827 reduced the time to mail a notice from 20-days to 14-days.
- AB 1106 extended the program for an additional 10-years

TYPES OF RECORDED DOCUMENTS

- A **Grant Deed** is used to transfer real property from one person or entity to another person or entity.
  - Grantor = person giving up ownership
  - Grantee = party receiving ownership
  - Legal description
  - Notarized



RECORDING REQUESTED BY

AND WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:

NAME

STREET ADDRESS

CITY, STATE & ZIP CODE

TITLE ORDER NO. ESCROW NO. SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

APN:

The undersigned grantor(s) declare(s) _____

DOCUMENTARY TRANSFER TAX $

☐ computed on full value of property conveyed, or

☐ computed on full value less liens and encumbrances remaining at time of sale.

☐ Unincorporated Area City of _____

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, I (We)

hereby remise, release and grant to

the following described real property in the City of _____ County of _____

State of California, with the following legal description:

_____ _____

Title

_____

STATE OF _____

COUNTY OF _____

On _____ before me, _____

(Date) (Name and title of the officer)

personally appeared _____ who proved to me on the basis of

(Name of person signing)

satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of officer

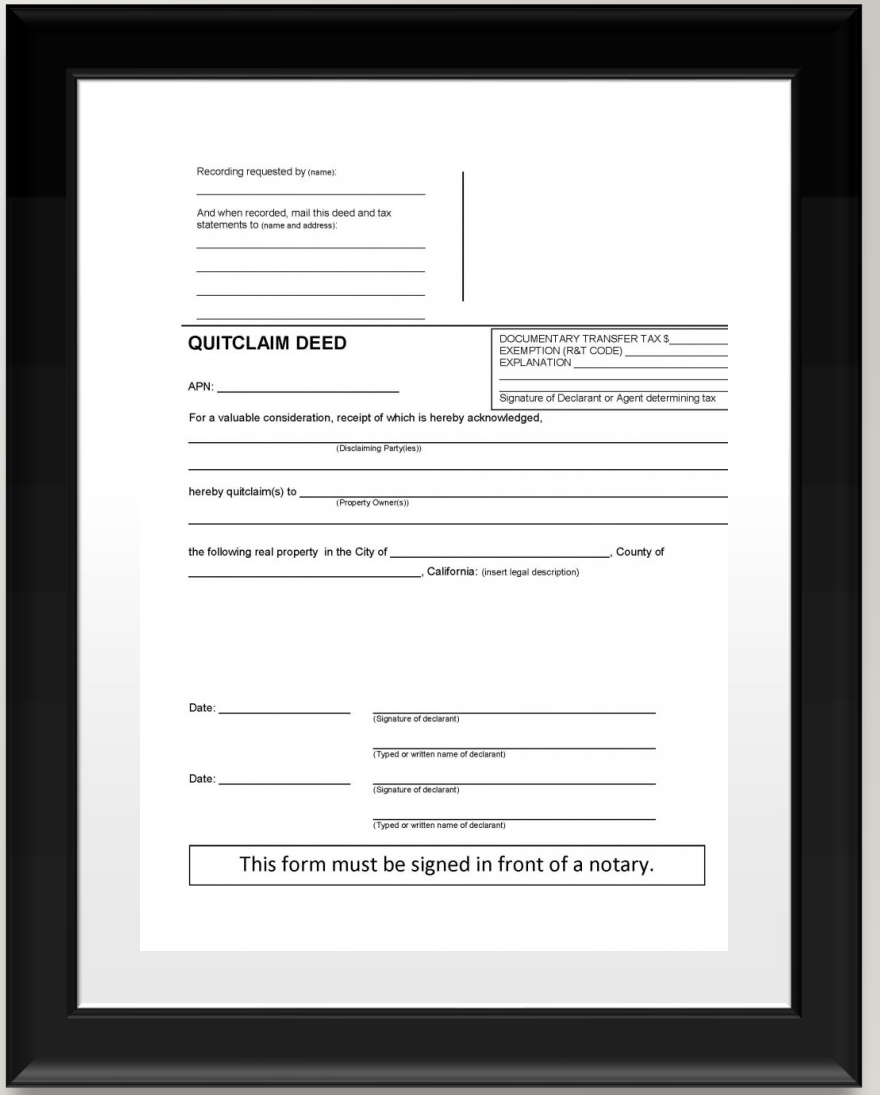
(Seal)

MAIL TAX STATEMENT AS DIRECTED ABOVE

* There are various types of deed forms depending on each person's legal status. Before you use this form you may want to consult an attorney if you have questions concerning which document form is appropriate for your transaction.

TYPES OF RECORDED DOCUMENTS

- A **Quitclaim Deed** releases any interest in real property (Grantor) and passes that interest to another person (Grantee).
  - Grantor = person giving up ownership
  - Grantee = party receiving ownership
  - Legal description
  - Notarized



Recording requested by (name):

And when recorded, mail this deed and tax statements to (name and address):

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX $
EXEMPTION (R&T CODE)
EXPLANATION
Signature of Declarant or Agent determining tax

APN:

For a valuable consideration, receipt of which is hereby acknowledged,

(Disclaiming Party(ies))

hereby quitclaim(s) to

(Property Owner(s))

the following real property in the City of , County of , California: (insert legal description)

Date: (Signature of declarant)

(Typed or written name of declarant)

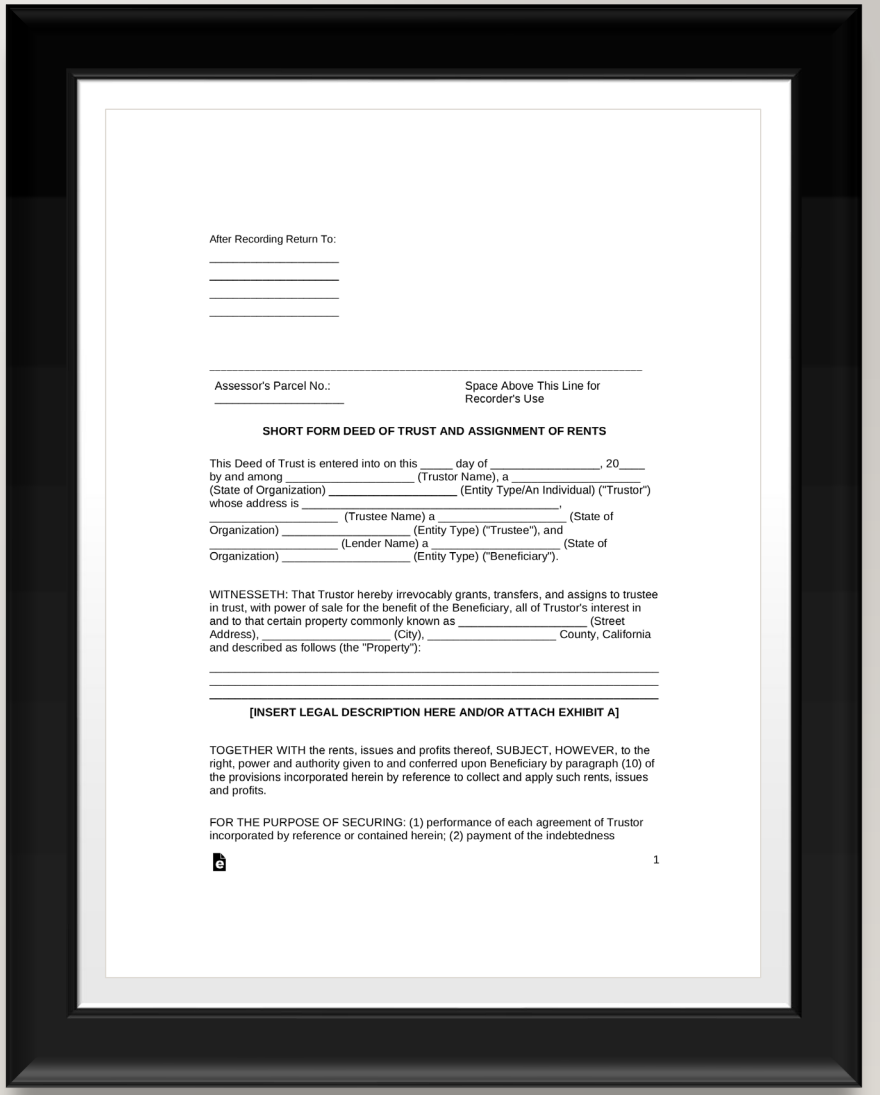
Date: (Signature of declarant)

(Typed or written name of declarant)

This form must be signed in front of a notary.

TYPES OF RECORDED DOCUMENTS

- A **Deed of Trust** is recorded when a loan is taken against your property.
  - Borrower/Mortgagor = owner
  - Lender/Mortgagee = Lender
  - Trustee = Third party who…
  - Legal Description



After Recording Return To:
_____
_____
_____
_____

Assessor's Parcel No.: _____

Space Above This Line for Recorder's Use

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust is entered into on this _____ day of _____, 20____ by and among _____ (Trustor Name), a _____ (State of Organization) _____ (Entity Type/An Individual) ("Trustor") whose address is _____, _____ (Trustee Name) a _____ (State of Organization) _____ (Entity Type) ("Trustee"), and _____ (Lender Name) a _____ (State of Organization) _____ (Entity Type) ("Beneficiary").

WITNESSETH: That Trustor hereby irrevocably grants, transfers, and assigns to trustee in trust, with power of sale for the benefit of the Beneficiary, all of Trustor's interest in and to that certain property commonly known as _____ (Street Address), _____ (City), _____ County, California and described as follows (the "Property"):

_____
_____
_____

[INSERT LEGAL DESCRIPTION HERE AND/OR ATTACH EXHIBIT A]

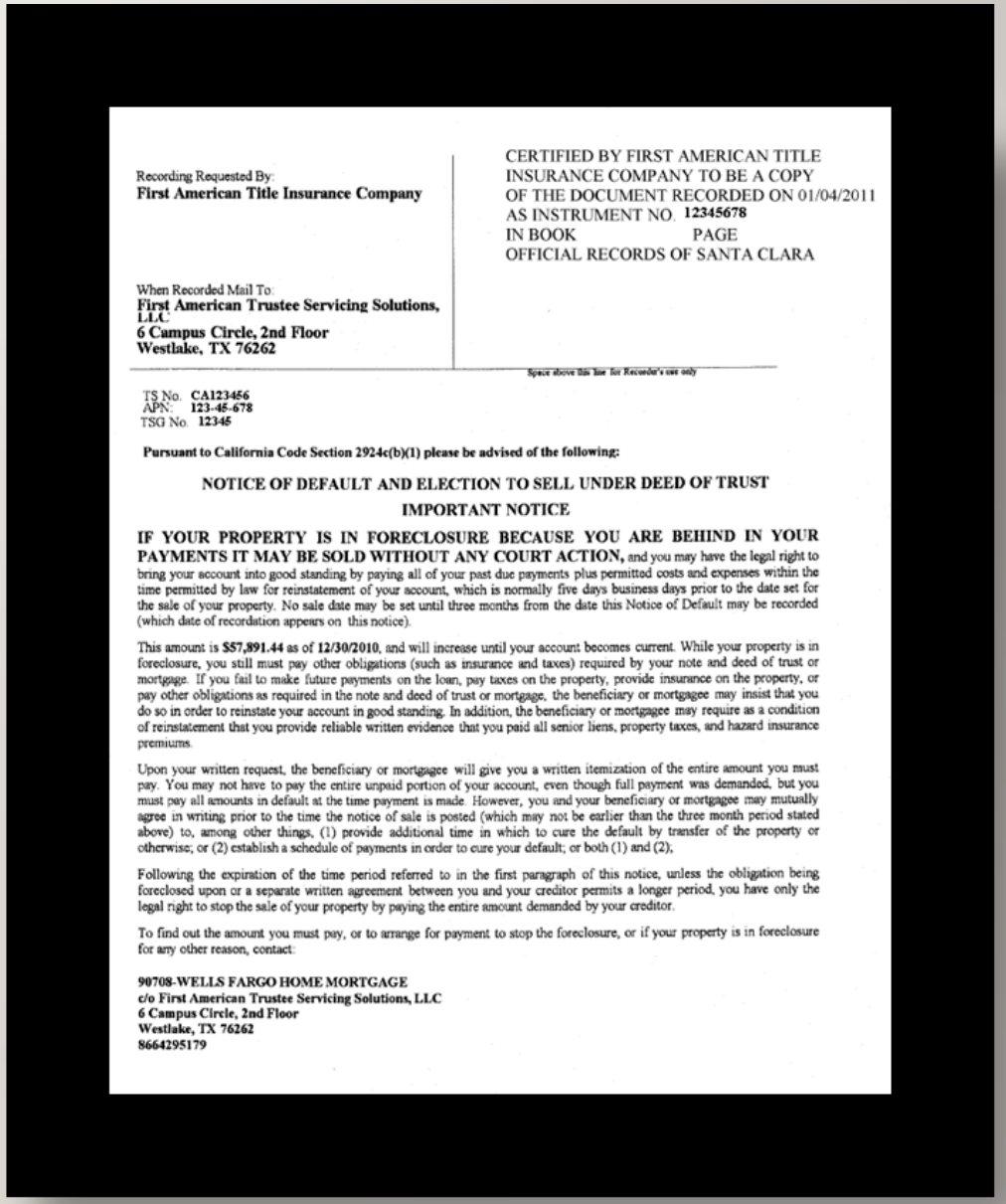
TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING: (1) performance of each agreement of Trustor incorporated by reference or contained herein; (2) payment of the indebtedness

1

TYPES OF RECORDED DOCUMENTS

- A **Notice of Default** is recorded by a lender, after a borrower fails to meet the terms of their loan.
  - Default amount
  - Name of the Borrower
  - Name of the lender
  - Address of the property



Recording Requested By:
First American Title Insurance Company

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IN BOOK PAGE
OFFICIAL RECORDS OF SANTA CLARA

When Recorded Mail To:
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6 Campus Circle, 2nd Floor
Westlake, TX 76262

Space above this line for Recorder's use only

TS No. **CA123456**
APN: **123-45-678**
TSG No. **12345**

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Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

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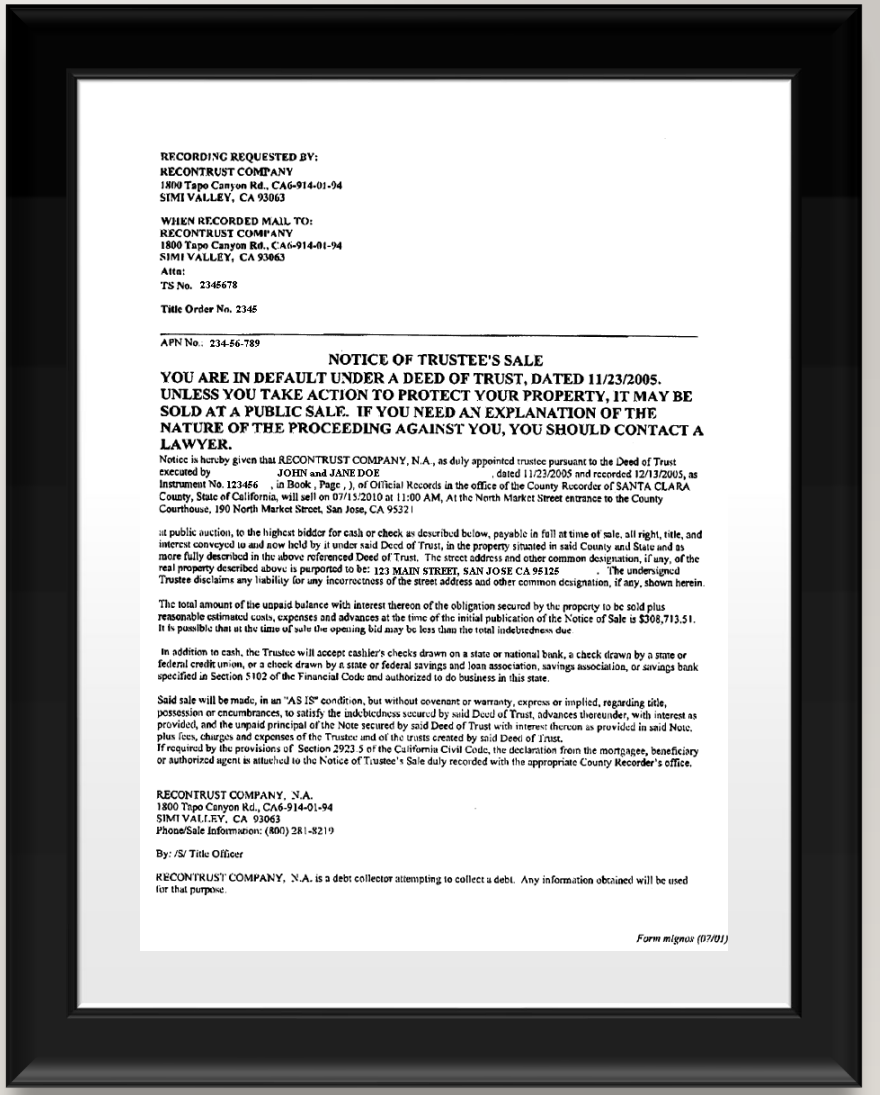
90708-WELLS FARGO HOME MORTGAGE
c/o First American Trustee Servicing Solutions, LLC
6 Campus Circle, 2nd Floor
Westlake, TX 76262
8664295179

TYPES OF RECORDED DOCUMENTS

- A **Notice of Trustee's** Sale is recorded, no earlier then 90 days after the Notice of Default, setting an official auction date.
  - Default amount
  - Name of the Borrower
  - Name of the lender
  - Address of the property
  - Date and time of the auction date
  - TS Line



RECORDING REQUESTED BY:
RECONTRUST COMPANY
1800 Tapo Canyon Rd., CA6-914-01-94
SIMI VALLEY, CA 93063

WHEN RECORDED MAIL TO:
RECONTRUST COMPANY
1800 Tapo Canyon Rd., CA6-914-01-94
SIMI VALLEY, CA 93063
Attn:
TS No. 2345678

Title Order No. 2345

APN No.: 234-56-789

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 11/23/2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

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In addition to cash, the Trustee will accept cashier's checks drawn on a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state.

Said sale will be made, in an "AS IS" condition, but without covenant or warranty, express or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided, and the unpaid principal of the Note secured by said Deed of Trust with interest thereon as provided in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust.
If required by the provisions of Section 2923.5 of the California Civil Code, the declaration from the mortgagee, beneficiary or authorized agent is attached to the Notice of Trustee's Sale duly recorded with the appropriate County Recorder's office.

RECONTRUST COMPANY, N.A.
1800 Tapo Canyon Rd., CA6-914-01-94
SIMI VALLEY, CA 93063
Phone/Sale Information: (800) 281-8219

By: /S/ Title Officer

RECONTRUST COMPANY, N.A. is a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

Form mlgnox (07/01)

MOST COMMON QUESTIONS

- Why did I receive this document?
- What is this document I received?
- The document is inaccurate
- What do I do now?

HOW WE CAN HELP

GRANT DEED, QUITCLAIM, DEED OF TRUST

- Explain its contents
- Discuss potential issues
- Guidance on next steps

FORECLOSURE

- Foreclosure services

FORECLOSURE PREVENTION SERVICES

The Foreclosure Prevention Unit's main goal is to assist homeowners in preventing/avoiding the foreclosure of their property, at no cost.

- Individual attention with an designated counselor
- Every situation is different
- Open a dialogue with lender to explore Foreclosure Alternative Options

MOST COMMON FORECLOSURE ALTERNATIVES

- Loan Modification
- Forbearance
- Repayment Plan
- Short Sale
- Straight Sale

LOS ANGELES COUNTY
CONSUMER & BUSINESS AFFAIRS

CONTACT US

IN PERSON

(Currently Not Available)

DCBA Headquarters

500 W. Temple St. B-96 Los Angeles, CA 90012

Satellite Office

1000 S. Fremont Avenue

Building A-9 East, 1st Floor Alhambra, CA 91803

No appointment needed

BY PHONE

Disaster Help Center

(833) 238-4450

Multilingual Staff Available

FOLLOW US

FOR SCAM ALERTS, CONSUMER/BUSINESS NEWS AND MORE:

LACountyDCBA

@LACountyDCBA

@LACOconsumidor

@LACoSmallBiz

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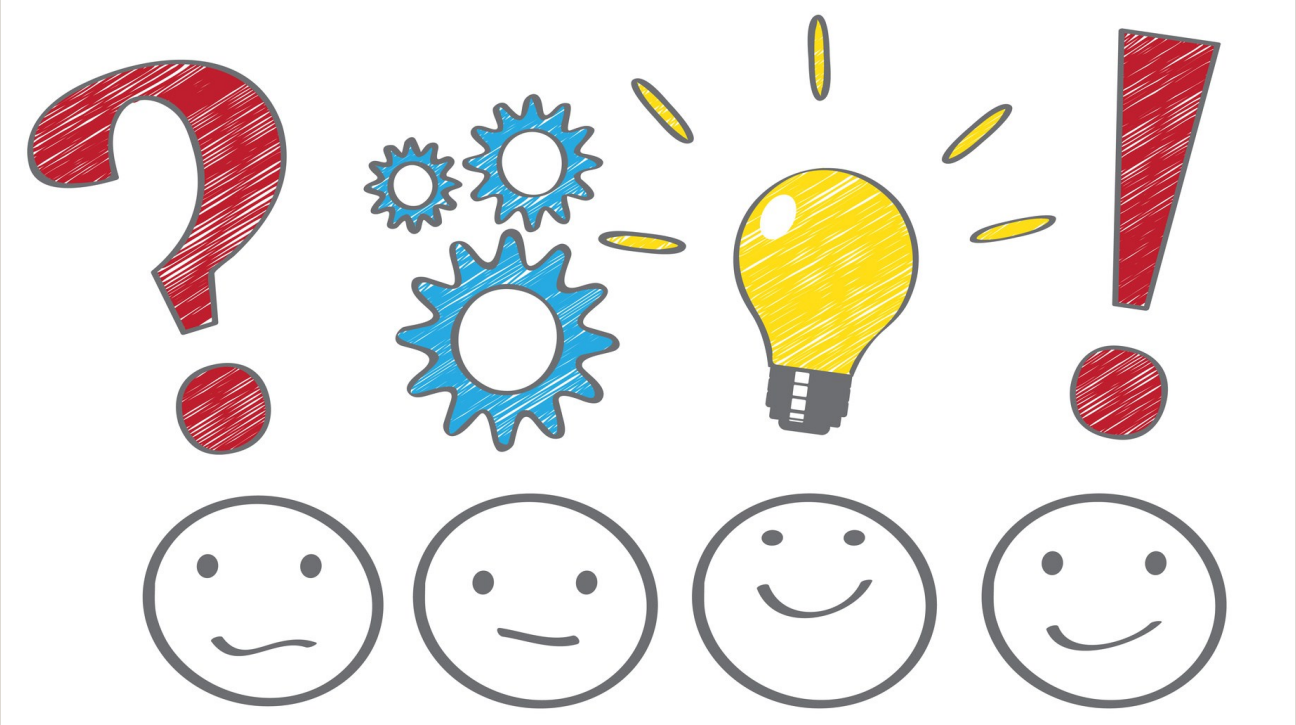
LOS ANGELES COUNTY
CONSUMER & BUSINESS AFFAIRS

QUESTIONS ?