

Instructions

Page 2 of 2

To: AMERICAN RECONVEYANCE CORPORATION

The undersigned, as Beneficiary or Beneficiary's representative, hereby makes the following representations, each of which is material to and will be relied upon by American Reconveyance Corporation (ARC) in performing the services described herein:

1. That 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 disclosed on the Declaration of Default.
2. That the Beneficiary has no knowledge of any bankruptcy proceeding affecting the trustor or Successor owner of the subject property, and Beneficiary will immediately inform ARC of any knowledge notice of any such proceeding subsequently received.
3. That, to the best of Beneficiary's knowledge and belief, the present owner of the subject Property is not entitled to the benefits of the Soldier's and Sailor's Civil Relief Act of 1940, as amended, and Beneficiary will execute and deliver to ARC an affidavit to that effect.
4. The Beneficiary will immediately inform ARC in writing of any further advances made.
5. That Beneficiary will immediately inform ARC in writing of any subsequent payments received from the trustor, lessee or any other party.
6. That Beneficiary has complied with all notification provisions as may be applicable to this loan.
7. That beneficiary has provided to ARC all known mailing addresses for the current property owners listed on the Declaration of Default.
8. That Beneficiary has possession of all original documents and, if not tendered herewith, will produce them upon demand.
9. That Beneficiary shall pay to ARC within 10 days of billing all charges, costs, expenses and fees relating to the foreclosure of the subject Deed of Trust. If fees are not paid within 10 days of billing, an interest charge not to exceed 1 ½ per month may be charged.

Beneficiary further directs ARC to act as its agent in all respects in order to complete a non-judicial foreclosure sale and, without limiting other acts, specifically authorizes ARC as follows:

1. To sign and record the Notice of Default
2. To order a Trustee's Sale Guarantee and 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 included the charges therefore as part of the Trustee's fees and expenses.
4. To conduct and/or continue a Trustee's Sale and include the charges therefore as part of the Trustee's fees and expenses.
5. To contact the borrower as necessary and to perform all other acts as necessary to perform a non-judicial foreclosure in accordance with California Civil Code, and to include the costs therefore as part of the Trustee's fees and expenses.

ARC shall be entitled to act pursuant to this authorization unless and until Beneficiary gives written notice to ARC countermanding or canceling this Agreement, which shall be effective only from the date of receipt of such notice and upon paying any and all amounts due ARC. Until ARC has been paid in full, ARC shall have a lien on the Note and Deed of Trust in an amount equal to any amounts due ARC.

Beneficiary hereby indemnifies ARC from any and all liability, including reasonable attorney's fees and costs incurred in defending a legal action naming ARC as a defendant, which might arise during the course of or subsequent to ARC's execution of its duties hereunder, unless said liability arises due to ARC's own negligence or mistake as determined by a court of competence jurisdiction.

If any action, suit, arbitration or other proceeding is instituted to remedy, prevent or obtain relief from default in the performance by either party of its obligations to this agreement, the prevailing party shall recover reasonable attorney's fees and costs incurred in each and every action, suit, arbitration or other proceeding, including any and all appeals or partitions therefrom.

I hereby certify that I have read and understand this Agreement. I also certify that I am the Beneficiary or the representative and agent of all the Beneficiaries under the subject Deed of Trust and, as such, have legal authority to commit each Beneficiary to the payment, jointly and severally, of all the charges, costs and expenses to perform the foreclosure.

Signature of Beneficiary or Beneficiary's agent

Date

Signature of Beneficiary or Beneficiary's agent

Date