

(date)

(name of debtor)
(address of debtor)

Re: Demand for payment of past-due installments on promissory note dated (date) and notice of intent to accelerate unpaid principal balance and accrued interest owned on note.

Dear (name of debtor):

Our firm represents (name of noteholder), the noteholder, in connection with your indebtedness owed on the note executed by you, dated (date), payable to the order of (Mortgagee), in the original principal amount of \$ (dollar amount).

You are delinquent in the payment of (number) installment of \$ (Dollar amount) each. These past-due installments shall accrue interest in accordance with the terms of the note until paid. You may contact me at the firm's address to obtain a complete statement and to arrange for payment of this debt.

Because you fail to pay the installments at the proper time they are accruing interest at the rate of (number) percent per annum, which is \$ (dollar amount) per day.

Demand is hereby made for payment on or before (time) on (date), in full for the balance owed on these past-due installments plus interest and all reasonable attorney's fees incurred in collection these amounts, which are permitted under the note and/or mortgage.

The loan documents executed by you provided that upon default in the punctual payment of the installments due on the note, the unpaid principal balance of the note may be matured at the option of the noteholder. You are notified that if the unpaid balance due on the past-due installments, interest on the past-due installments, and reasonable attorney's fees incurred by the noteholder are not paid before (time) on (date), the maturity of the unpaid balance of the principal of the note shall automatically be accelerated as of (time) on that date, and the entire unpaid principal balance plus all accrued and earned interest shall become immediately due and payable as of that time without further notice, demand, or other action. If you do not make up the delinquent payments with interest and pay any attorney's fees appropriate or reimbursable under the loan documents that have accrued as of (time) on (date), you shall owe and be immediately required to pay the noteholder the sum of (dollar amount) plus interest at the rate of (number) percent per annum from (date, which is \$ (dollar amount) per day), and reasonable attorney's fees.

If the maturity of the indebtedness is accelerated, our client has instructed us to initiate foreclosure suite under the mortgage executed by you to secure the note. If a deficiency remains on your debt after the foreclosure sale, the noteholder may seek to hold you

personally liable for any deficiency remaining after such foreclosure. The exercise of such rights shall not constitute a waiver of the other rights and remedies held by the noteholder.

Your very truly,
(name of firm)

(Name of attorney)

Certified Mail No. (number), Return Receipt Requested and by regular mail

NOTICE OF ACCELERATION

(date)

(name of debtor or guarantor)
(address)

Re: Notice of acceleration of promissory note dated (date), in the original principal amount of \$ (dollar amount), executed by (mortgagor), and payable in the order of (mortgagee)

Dear (name of debtor):

This letter is being sent to you as a (debtor/guarantor) on the indebtedness evidenced by the note described above. You were notified in our firm's letter of (date) that default had occurred in the payment of the note and that (name), the noteholder, would automatically accelerate the maturity of the note at (time) on (date), unless the default were cured before that time. Because of your failure to cure the default in payment of the note, the maturity date of the note was accelerated by the noteholder effective as of the time and date stated above. All unpaid principal and accrued interest on the note are due and payable at this time. The amount due on this indebtedness of the (date) is \$ (dollar amount) in principal plus all unpaid accrued interest. The note will continue to accrue interest at the rate set forth in the note until paid. Additionally, the note and mortgage securing the note provide for reimbursement of reasonable attorney's fees incurred by the holder of these instruments in the collection of the indebtedness owed on the note.

You may contact me at the firm's address for further information concerning the exact amount due and owed on the note and for arranging the payment of your indebtedness.

Yours very truly,
(name of firm)
(name of attorney)

Master Information List

1. Country where proceeding to be brought

2. Date of Substitution of Trustee, if any

3. Holder of indebtedness and address

4. Substitute Trustee

5. Original Trustee

6. Date of Note and Dowed of Trust or Mortgage

7. Name of original beneficiary

8. Assignment of instruments, if any

9. Special Proceeding or Civil Action Number

10. Defendants' Names

11. Recording information of Deed or Trust or Mortgage

12. Recording information of Substitution, if any

13. Original amount of indebtedness

14. Original debtor(s)

15. Acceleration option to be executed (check original instrument)

16. Description of Security

a) Village/Parish/Township of

b) County of (same as #1 above)

17. Name of default (nonpayment, etc.)

18. Amount needed to pay or cure

19. Per diem interest amount or rate of interest

20. Date of default

21. Date last payment made

22. Date of sale

23. Place of sale

24. Time of sale

25. Encumbrances (taxes, assessments, water, rents, prior indebtedness)

26. Date, time, and place of hearing to show cause

27. Date Notice of Hearing filed

28. Date of defendants served

29. Amount required for deposit

30. Period of publication required by instrument or statute

31. Period of posting of Notice request by instrument or statute

32. Dates of publication inclusive

33. Newspaper or publications

34. Date of Affidavit of publisher

35. Place of posting of Notice

36. Dates of posting inclusive

37. Name of purchaser at sale

38. Date of resale

39. Name of purchaser at resale

40. Amount of sales for upset

41. Amount required for upset

42. Amount of resale price

NOTICE OF SALE

STATE OF (name of state))
)
 ESTATE) NOTICE OF SALE OF REAL
 COUNTY OF (name of county))

Under and by virtue of the power of sale contained in a certain Deed of Trust executed by (grantor) to (name of trustee), Trustee, (dated (date)), and recorded in Book (number at Page (number)), in the office of the Register of Deeds of (name of county) County, (name of state); and under and by virtue of the authority vested in the undersigned, as Trustee, default having been made in the payment of the indebtedness thereby secured and the said Deed of Trust being by the terms thereof subject to foreclose, and the Holder of the indebtedness thereby secured having demanded a foreclosure thereof for the purpose of satisfying said indebtedness, the undersigned Trustee will offer for the sale of public auction to the highest bidder for cash at (location) of the (name of courthouse) at (time o'clock (a.m. or p.m.)) on the (number) day of (month), (year), all the property conveyed in said Deed or Trust, which property as of (date) was owned by (name of mortgagee) the same lying and being in (name of county) County, (name of state), and more particularly described as follows:

The property is to be sold subject to any City-County ad valorem taxes and any special assessments that are a lien against the premises.

The Trustee, after sale, shall require the highest bidder immediately make a cash deposit of (number) % of the amount of his bid up to and including \$ (dollar amount) plus (number) % to any excess over \$ (dollar amount).

The Notice of Sale hereby given is in satisfaction of the requirements of the aforementioned Deed of Trust and the requirements contained in (statute) with respect to posting or publishing notice of sale.

Time: (time) o'clock (a.m. or p.m.) on the (number) day of (month), (year)
Place location, (courthouse), (county), (state)
Terms: (cash or other)

This is the (number) day of (month), (year).
(name of trustee), Trustee
Telephone: (area code and number)