

11403 W. Bernardo Court, Suite 200

San Diego, CA 92127

Office: Fax: 858.605.6773

**Call Us! Write Us! Email Us!!**

**CAPSTONE FUNDING GROUP IS A DEBT COLLECTOR ANY INFORMATION PROVIDED WILL BE USED FOR THAT PURPOSE**

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 Loan No: [Enter Loan Number Here]

WE WANT YOU TO BE ABLE TO KEEP YOUR HOME!

We Work For Your Mortgage Company and We want To Help You

The following letter is a discussion of *Alternatives to Foreclosure.* It is our understanding that you are not in bankruptcy. If you are in bankruptcy, then disregard this letter in its entirety and have your attorney contact our office as soon as possible.

Date:

[Debtor’s Names]

[Property Address]

In re: Homeownership Assistance

Dear : [Enter Debtor's Name]

**You must respond within thirty days of the date of this letter. IF YOU DO NOT RESPOND within thirty days, a notice of default may be issued and you may lose your home in foreclosure.**

**IF YOU DO RESPOND within thirty days of the date of this letter, you will have an additional sixty days to meet with your lender before a notice of default may be issued.**

You should take care to protect your interest in your home. This notice is one of the steps in a process that could result in you losing your home. You should carefully review your options. For example:

Can you pay and stop the foreclosure process?

Do you dispute the failure to pay?

Can you sell your property to preserve your equity?

Are you able to refinance this loan or obligation with a new loan or obligation from another Lender with payments, terms, and fees that are more affordable?

Do you qualify for any government or private homeowner assistance programs?

Do you know if filing for bankruptcy is an option? What are the pros and cons of doing so?

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You may feel you need help understanding what to do. There are a number of professional resources available, including home loan counselors and attorneys, who may assist you. Many legal services are low-cost or even free, depending on your ability to pay. If you desire legal help in understanding your options or handling this default, you may obtain a referral (at no charge) by contacting the county bar association in the county where your home is located. These legal referral services also provide information about lower-cost or free legal services for those who qualify. You may contact the Department of Financial Institutions or the statewide civil legal aid hotline for possible assistance or referrals; and

* Call the FHA Outreach Center at 1-800-225-5342)
* Call the WA State’s homeownership information hotline at 1-877-894-HOme (4663)
* Call Washington’s civil legal aid hotline for assistance and referrals to other housing counselors and attorney by calling toll-free 1-888-201-1014

Please advise that **CAPSTONE FUNDING GROUP, INC.** is working to help you keep your home. As your mortgage holder we are commencing foreclosure proceedings against your property. **CAPSTONE FUNDING GROUP, INC.** would like to discuss your situation with you to bring your loan current.

Deed of Trust dated May 24, 2007 executed by Scott Anderson, an unmarried person, as grantor, to secure obligations in favor of National City Bank, as Original Beneficiary, recorded June 4, 2007, as Instrument No. 200706040605 of the Official Records in the office of the Recorder of **Snohomish** County, **Washington**, as more fully described on said Deed of Trust. Including a Fixed Rate Consumer Note and Security Agreement (“Note”) for the original stated amount of **$60,000.00** that the beneficial interest under said Deed of Trust and the obligations secured thereby are presently held by the Beneficiary; that a breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the payments has not been made of:

THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE, AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, ALONG WITH LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL FEES, IN ADDITION TO ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND ALL RELATED LOAN DOCUMENTS.

This letter serves as further notice that Capstone Funding Group, Inc. intends to enforce the provisions of the Note and Security Instrument. If you do not pay the full amount of the default specified in this notice, Capstone Funding Group, Inc., at its option, may accelerate the entire sum of both principal and interest due and payable, and invoke any remedies

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provided for the Note and Security Instrument, including but not limited to the foreclosure sale of the property.

The initiation of foreclosure will incur additional costs (attorney’s fees, trustee fees, foreclosure costs and expenses), which will also be your responsibility.

[Enter your company Name]is the investor on your mortgage referenced above. [Enter your company here] is also the servicer of record for this loan. As a private mortgage investment company that works with homeowners like you. [Your Company Here] designs custom solutions to help borrowers work through financial challenges and either stay in their homes or get a fresh start.

 [Your Company Here] is committed to helping its’ borrowers during these difficult times. One of the ways we do this is by allowing our borrowers to pay off their loans at substantial discounts. We are able to do this because we purchased the loan at a discount. This allows us to extend part of this discount to you. We can then use the discount to help you pay off your mortgage and stay in your home or design another customized solution that would fit your unique solution.

Our records indicate that the amount you owe on your loan is approximately:[Amount Due] not including foreclosure related fees and costs (estimated) as of [Enter good through Date] and will increase until your account becomes current. This total plus any payments, late charges , fees, insurance advances, or delinquent taxes due must be paid within 30 days from the date of this notice. Partial payments are not acceptable.

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 to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

**HOW YOU CAN KEEP YOUR PROPERTY AND TAKE ADVANTAGE OF THESE ALTERNATIVES TO FORECLOSURE?**

Complete the enclosed form and return it in the enclosed self-addressed envelope. You can contact [Your company here] to find out if you qualify for one of the enclosed Alternative to Foreclosure.

Please note that the foreclosure action will continue whether or not the form is completed and returned. The foreclosure action will continue unless your lender determines that you

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are eligible for one of these alternatives and an agreement is signed.

Your failure to cure the default on or before the date specified above may result in acceleration of the sums secured by said Deed of Trust, a foreclosure sale of your property, and other remedies available to the lender/mortgage company.

You have the right to reinstate the loan after acceleration, in accordance with the terms of the Note and Deed of Trust.

You have the right to bring a court action to assert the non-existence of a default or any other legal defense to acceleration and sale.

You should be aware, if a foreclosure action is commenced and filed, all expenses, costs and fees will be borne by you and that **[Your company here]** may report your payment history to the appropriate credit reporting agencies, which will become a part of your credit file.

In addition, you should be aware that the Tax Reform Acts of 1984 and 1986 requires that a foreclosure action be reported to the Internal Revenue Service. The lender’s acquistion of this property, which is the security for your debt, could have negative tax consequences for you.

This matter is serious and you may want to seek legal counsel in order to have your legal rights explained and protected.

Time is of the essence; this information will enable us to determine what options is best suited to keep your home from being foreclosed upon. Please return the requested information via fax to 858-605-6773, or mail to

 [Your company here]

 Attention: Save My Home

 [Your Address here]

 or email to: [Your email here]

After responding you have an opportunity to meet with the beneficiary and/or agent(s) in an attempt to resolve and try to work out an alternative to the foreclosure and that, after ninety days from the date of the letter, a notice of default may be issued, which starts the foreclosure process.

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We hope you will review the attached ***Alternatives to Foreclosure and return the enclosed forms so that we can work with you to save your property from foreclosure.***

***If you have any questions, please contact* [Your company name here and contact number]**

Sincerly

[Your company name here]

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By: [Your Name Here], Asset Manager

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.