



LOS ANGELES COUNTY

**CONSUMER &
BUSINESS AFFAIRS**

CENTER FOR FINANCIAL EMPOWERMENT

SERIE DE PRESERVACION DE VIVIENDA:

EJECUCIÓN HIPOTECARIA

*Programa de Prevencion de Ejecuciones Hipotecarias y Prevencion de
Estafas de Bienes y Raices*

(800) 593-8222

dcba.lacounty.gov



LOS ANGELES COUNTY
**CONSUMER &
BUSINESS AFFAIRS**

NUESTRA MISION:

Para promover un mercado justo y dinámico, servimos a consumidores, negocios y comunidades a través de la educación, la defensa y la resolución de quejas.

Sirviendo a Consumidores y Negocios del Condado de Los Angeles desde 1976

PREVENCION DE EJECUCIONES HIPOTECARIAS Y BIENES Y RAICES

❖ Norma Gomez, Foreclosure Prevention Counselor

❖ Leticia Andrade, Foreclosure Prevention Counselor

❖ Contacte DCBA:

homehelp@dcba.lacounty.gov

dcba.lacounty.gov

(800) 593-8222



LOS ANGELES COUNTY
**CONSUMER &
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OPTIMICE SU EXPERIENCIA:

(Mantenga abierto el chatbox  busca este símbolo para abrirlo)

Use el chatbox en cualquier momento para hacer preguntas

Las preguntas serán respondidas durante el seminario web o al final durante las preguntas y respuestas

AGENDA



- **Que es una ejecución hipotecaria?**
- **Tipos de ejecuciones hipotecarias**
- **Proceso de ejecución hipotecaria**
- **Programa de Notificación de Propietarios de Viviendas**
- **Nuestros servicios**

Ejecución Hipotecaria

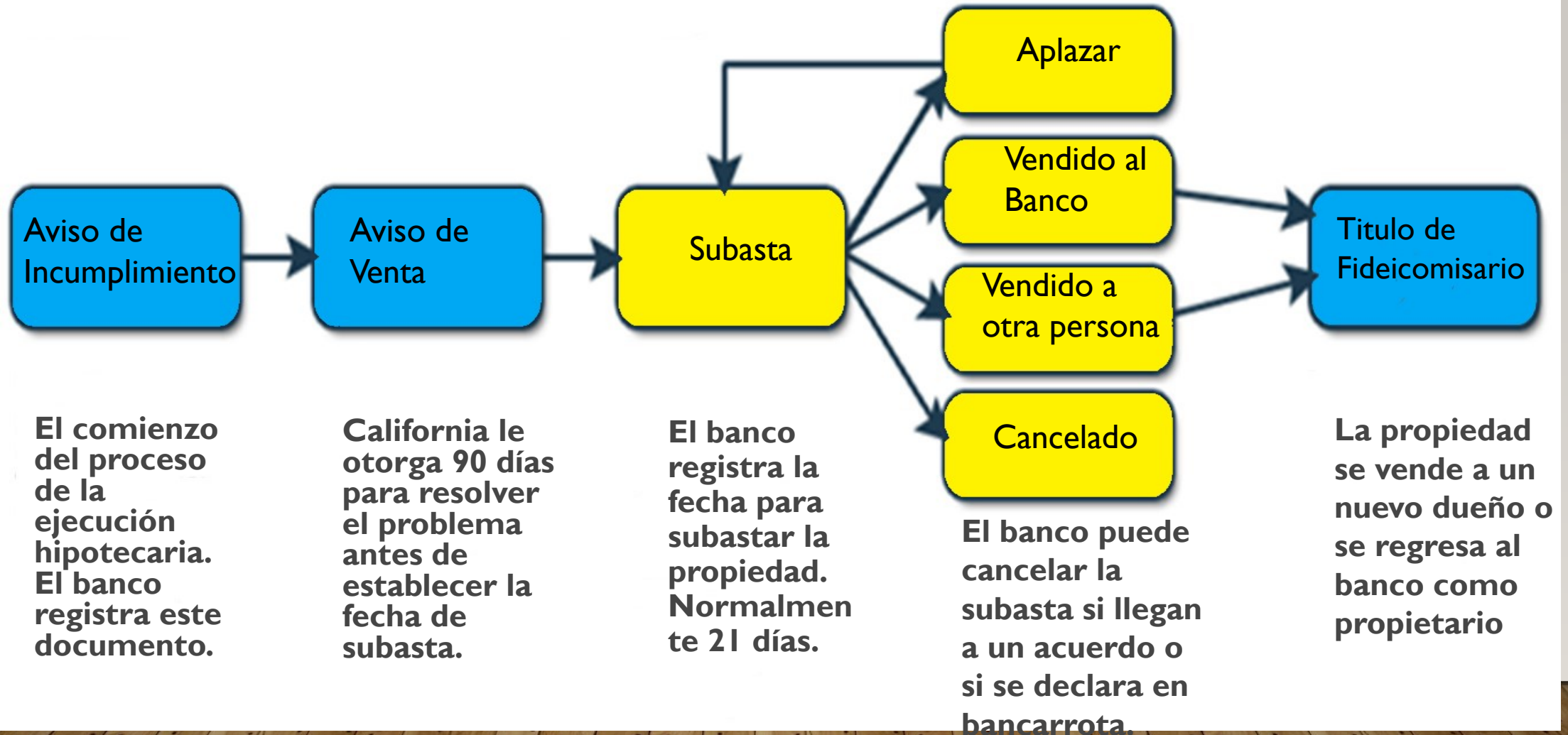
El proceso legal utilizado por los prestamistas para recuperar el saldo del préstamo cuando el propietario no cumple con las obligaciones del préstamo.



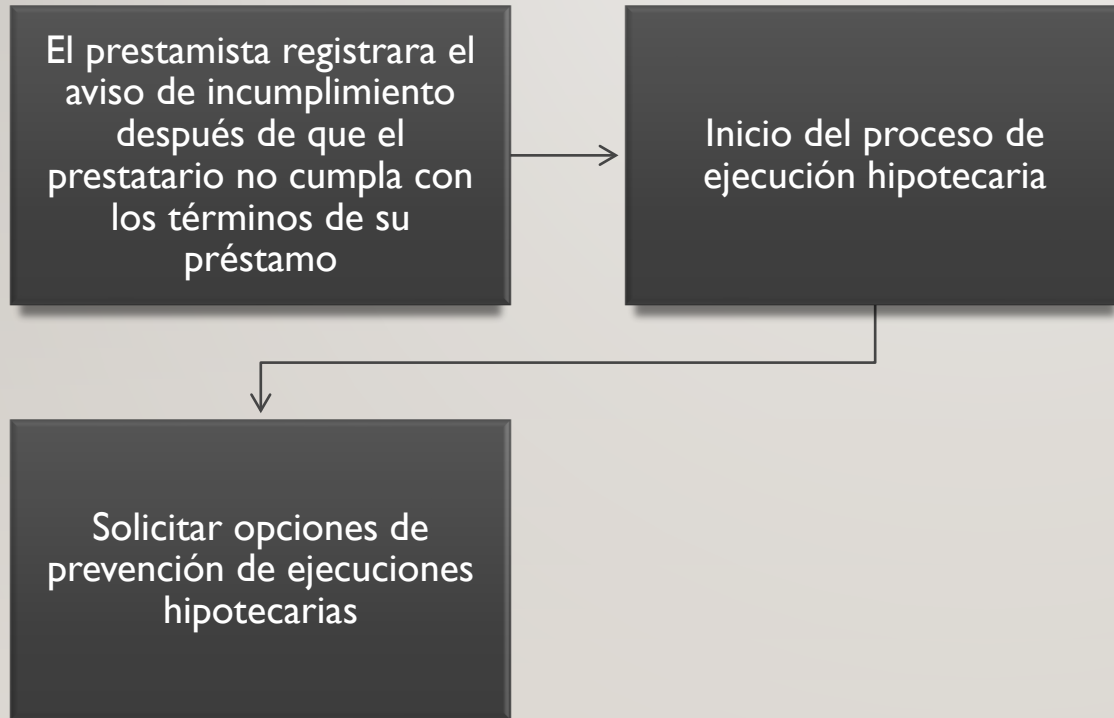
Ejecución Hipotecaria Judicial Vs. Ejecución Hipotecaria No Judicial

- Ejecución Judicial
 - Una **hipoteca** es un acuerdo entre usted y un prestamista.
 - Los prestamistas deben demandar en la corte para una ejecución
- Ejecución No Judicial
 - Una escritura de fideicomiso tiene tres partes involucradas: el prestatario, el prestamista y un fideicomisario. El prestatario se compromete a pagar al prestamista que transfiere los intereses de garantía a un fideicomisario externo. Si el prestatario deja de pagar la hipoteca, el fideicomisario toma el control de la propiedad y la vende en nombre del prestamista.
 - El fideicomisario de ejecución realiza una subasta pública sin procedimiento judicial
- California
 - Ambos, pero generalmente un estado no judicial

Cronología del Proceso de Ejecuciones Hipotecarias en California



AVISO DE INCUMPLIMIENTO



Recording Requested By:
First American Title Insurance Company

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

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

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:

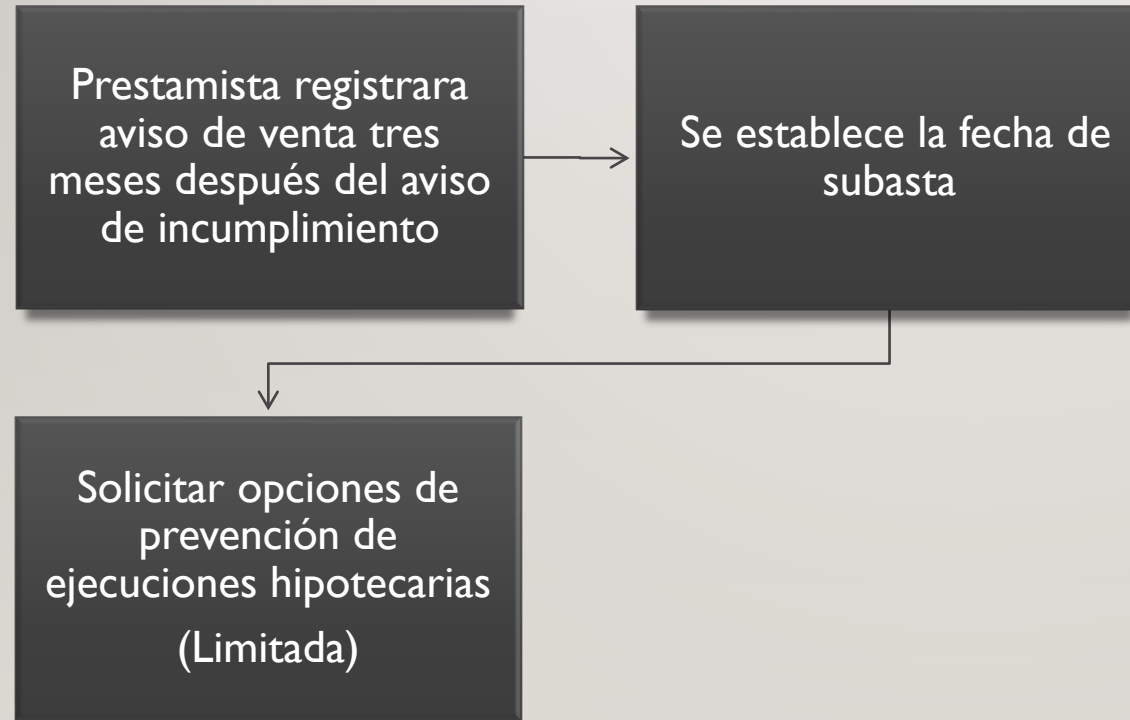
90708-WELLS FARGO HOME MORTGAGE
c/o First American Trustee Servicing Solutions, LLC
6 Campus Circle, 2nd Floor
Westlake, TX 76262
8664295179

PROTECCIONES PARA PROPIETARIOS

- Código Civil de California 2923.5
- Declaración de los Derechos de los Propietarios de Vivienda en California



AVISO DE VENTA



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 trustee 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.

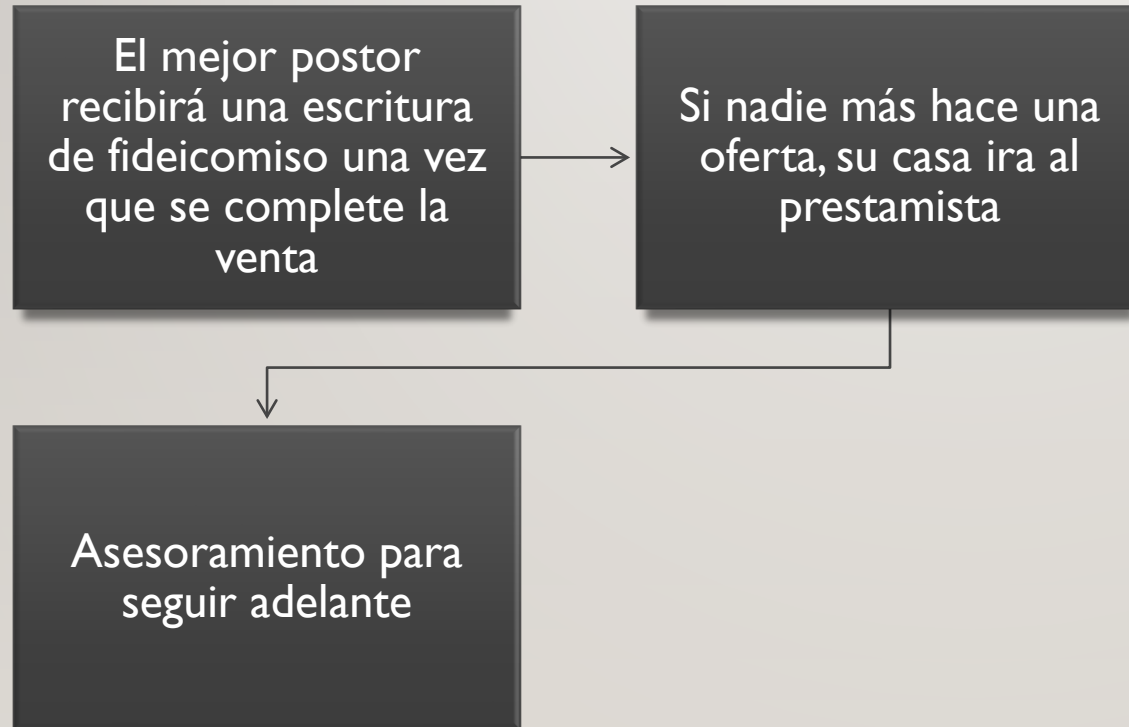
RECONTRUST COMPANY, N.A.
1800 Tapo Canyon Rd., CA6-914-01-94
SIMI VALLEY, CA 93063
Phone/Sale Information: (800) 281-8219

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)

ESCRITURA DEL FIDEICOMISARIO A LA VENTA



RECORDING REQUESTED BY

SEE INSTRUMENT NO. 216

Name _____
Street Address _____
City & State _____

SPACE ABOVE THIS LINE FOR RECORDERS USE

Trustee's Deed Upon Sale T.S. 903

The undersigned grantor Avilera:

- (1) The gross fees set forth in the following beneficiary:
- (2) The amount of the unpaid debt together with costs will..... \$
- (3) The amount paid by the grantor at the trustee's sale will..... \$
- (4) The beneficiary transfer fee of..... \$
- (5) Real property in or _____ (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 recorded by _____ as Trustor, and recorded _____ in Book _____ of the Public Records of _____ County, California, and also in fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance.

Enforce 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 has 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. Charles being the highest bidder at such sale, became the purchaser of said property and paid therefor to said Trustee the amount of \$ _____ in lawful money of the United States, or by the satisfaction, pro tanto, of the obligations then secured by said Deed of Trust.

By _____ (Name Whom), said **CHICAGO TITLE COMPANY**, a corporation, or Trustee, has this day caused its corporate name to be lawfully affixed by its Vice-President and Assistant Secretary, then and duly authorized by resolution of its Board of Directors.

Dated _____ Chicago Title Company
as Trustee attested

CERTIFICATE OF ADOPTION BY DEPARTMENT OF NOTARY PUBLIC:

STATE OF CALIFORNIA,)
COUNTY OF _____)

On _____ before me, _____ (Notary Public 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) appear(s) on 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 copy is true and correct.

WITNESS my hand and official seal.

Signature _____ (Notary)

DESPUES DE LA EJECUCION HIPOTECARIA

- Aviso de desalojo
 - El nuevo dueño tiene que entregarle legalmente un aviso escrito de 3 días para desalojar
 - Los inquilinos potencialmente pueden recibir un aviso más largo antes del desalojo
- Negociar “efectivo por llaves” (Cash for Keys)



PROGRAMA DE NOTIFICACION DE PROPIETARIOS DE VIVIENDAS

- Establecido en 1996 para alertar al propietario de los documentos recién registrados
- Se aplica a las escrituras de concesion, escrituras de renuncia, y escrituras de fideicomiso
- Se le envía un aviso de inscripción a la persona o personas dentro de 30 días posteriores a la grabación de uno de esos documentos
- Se proporciona información, asesoramiento y asistencia



LOS ANGELES COUNTY
**CONSUMER &
BUSINESS AFFAIRS**

Condado de Los Angeles
**Departamento de Servicios
para Consumidores y Negocios**



Un Documento Ha Sido Registrado Contra su Casa
¿TIENE PREGUNTAS? Llámenos: (855) 351-0066

No importa que problemas tenga, el Departamento de Servicios para Consumidores y Negocios está aquí para ayudarle. Llámenos inmediatamente si:

- Su casa fue vendida sin su conocimiento.
- El título de su casa fue transferido sin su conocimiento.
- El documento fue alterado después que lo firmo.
- Su firma fue falsificada.
- Faltan páginas o las copias no están claras.
- No entiende el documento.



¡Dueños de Propiedad Cuentan con Nosotros!

MEJOR NOTIFICACION DE PROPIETARIO

- SB 62 amplio el programa de notificación de propietarios para incluir dos documentos adicionales
 - Aviso de incumplimiento
 - Aviso de venta de el fideicomisario
- SB 827 redujo el tiempo para enviar un aviso por correo de 20 días a 14 días
- AB 1106 extendió el programa por a 10 años adicionales



LOS ANGELES COUNTY
**CONSUMER &
BUSINESS AFFAIRS**

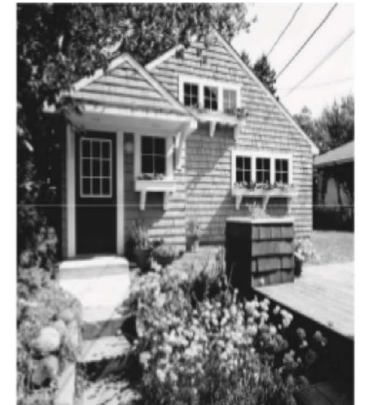
Condado de Los Angeles
**Departamento de Servicios
para Consumidores y Negocios**



**Un Documento ha sido Registrado Contra su Casa
¿TIENE PREGUNTAS? LLÁMENOS: (855) 351-0066**

Un Aviso de Incumplimiento (*Notice of Default*)
o un Aviso de Venta (*Notice of Sale*) ha sido
registrado contra su propiedad. ¡Tome acción
inmediata! Contáctenos para recibir asistencia
gratuita y adecuada. Podemos:

- Trabajar con usted y su banco o prestamista.
- Explorar todas sus opciones para salvar su casa.
- Darle información acerca de desalojos y alternativas de vivienda.



¡Cuidado con las Estafas!

TIPOS DE DOCUMENTOS REGISTRADOS

- Una escritura de subvención se utiliza para transferir bienes inmuebles de una persona o entidad a otra persona o entidad
 - Otorgante = persona que da la propiedad
 - Donatario = persona que recibe la propiedad
 - Descripción Legal
 - Notarial

RECORDING REQUESTED BY _____

APPROPRIATE RECORDER MAIL DOCUMENT AND TAX STATEMENT IS: _____

NAME _____

STATE _____

CITY COUNTY ZIP CODE _____

RECORDED TO _____

SECTION NO. _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

The undersigned grantor(s) hereafter(s) _____
DOCUMENTARY TRANSFER TAX IS:
 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 VALUATION & CONSIDERATION, receipt of which is hereby acknowledged, I (WE) _____

hereby sell, release and grant to _____

The following described real property in the City of _____ County of _____
State of California, with the following legal description: _____

STATE OF _____

COUNTY OF _____

On _____ (Date) before me, _____ (Name and title of the officer)

personally appeared _____ (Name of person signing) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) bears 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), in 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 (Date)

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.

TIPOS DE DOCUMENTOS REGISTRADOS

- Una escritura de declaracion de renuncia libera cualquier interes en bienes inmuebles (Otorgante) y pasa ese interes a otra persona (Donatario)
 - Otorgante = persona que da la propiedad
 - Donatario = persona que recibe la propiedad
 - Descripcion Legal
 - Notarial

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 Parties)

_____ hereby quitclaim(s) to _____ (Property Owners)

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.

TIPOS DE DOCUMENTOS REGISTRADOS

- Una escritura de fideicomiso se registra cuando se toma un prestamo contra la propiedad
 - Prestatario/Hipotecador = Propietario
 - Prestamista/Hipotecado = Prestamista
 - Fideicomisario = Es un tercero neutral que posee el titulo legal de la propiedad hasta que el prestatario paga el prestatmo en su totalidad
 - Descripcion Legal

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

TIPOS DE DOCUMENTOS REGISTRADOS

- Un aviso de incumplimiento es registrado por un prestamista despues de que un prestatario no cumple con los terminos de su prestamo
 - Cantidad por defecto
 - Nombre de el prestatario
 - Nombre de el prestamista
 - Direccion de la propiedad

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**

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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**

TIPOS DE DOCUMENTOS REGISTRADOS

- Un aviso de venta de el fideicomisario se registra no antes de 90 dias despues de el aviso de incumplimiento, estableciendo una fecha oficial de subasta
 - Cantidad por defecto
 - Nombre de el prestatario
 - Nombre de el prestamista
 - Direccion de la propiedad
 - Fecha y hora de la subasta
 - Linea Telefonica de venta de el fideicomisario

RECORDING REQUESTED BY:
RECONTRUST COMPANY
1800 Tapo Canyon Rd., CA-6-914-01-94
SIMI VALLEY, CA 93063

WHEN RECORDED MAIL TO:
RECONTRUST COMPANY
1800 Tapo Canyon Rd., CA-6-914-01-94
SIMI VALLEY, CA 93063

Alt#: TS No. 2346678

Title Order No. 2346

APN No.: 234-66-789

NOTICE OF TRUSTEE'S SALE

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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 2923.3 of the California Civil Code, the declaration from the mortgagee, beneficiary or authorized agent as 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., CA-6-914-01-94
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 MTR-01 (1/1/01)

COMO PODEMOS AYUDAR

Comuniquese con nuestra oficina y hable con uno de nuestros consejeros si esto le ocurre

- Usted no dio la propiedad total o parcial de su casa a otra persona
- Su firma se vio forzada en el documento
- El documento fue cambiado despues de que lo firmo
- El documento contiene una descripcion de propiedad incorrecta
- Los documentos son incompletos o ilegibles
- Los documentos se le han enviado por error
- Si recibio un aviso de incumplimiento on un avido de venta de el fideicomisario



CONTACTENOS

En persona

(Actualmente no esta disponible)

DCBA Headquarters

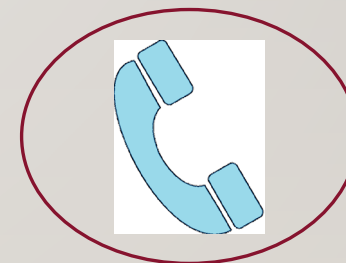
500 W. Temple St. B-96 Los Angeles, CA 90012

No se requiere cita

BY PHONE

Linea de ayuda para desastres

(833) 238-4450



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