

COMPLAINT FOR APPOINTMENT OF RENTS RECEIVER

Sample Only
Use At Your Own Risk



INSTRUCTIONS: The following is a “cause of action” to be inserted after the heading of the complaint and common allegations. Include as many other causes of action as you have claims such as fraud, accounting, etc. Your “prayer” (request for relief) comes after your causes of action and must describe the relief you are seeking for each cause of action.

_____ CAUSE OF ACTION

(Specific Performance of Assignment of Rents Clause)

<>. On or about ---, 19--, for valuable consideration, defendant-- ----- executed a written promissory note in favor of plaintiff for the principal sum of ----Dollars (\$----), bearing interest at the rate of 16% per annum and requiring monthly payments of ----- Dollars (\$---). A true and correct copy of said note is attached hereto as Exhibit (---"A"---) and incorporated herein by reference.

<>. To secure payment of the principal sum and interest as provided in the promissory note, and as part of the same transaction, defendant-- ----- executed a certain deed of trust in favor of plaintiff--, as beneficiary, dated ----, 19--, by the terms of which deed of trust said defendant--, as trustor--, conveyed to -----, as trustee, real property situated in the County of ----, State of California, commonly described as -----, and legally described as follows:

(---LEGAL DESCRIPTION---)

<>. The deed of trust was recorded on ----- as instrument number ----- in the Official Records of the County of -----, State of California. A true and correct copy of said deed of trust is attached hereto as Exhibit (---"B"---) and incorporated herein by

reference. The property consists of ----- generating rental income of approximately \$---- to \$---- per month.

<>. On or about ----, 19--, defendant-- ----- executed a ----- deed in favor of defendant ----- and conveyed said property to said defendant. Said ---- deed was recorded on ---, 19-- as instrument number ----- . A true and correct copy of said ---- deed is attached hereto as Exhibit (---"C"---) and incorporated herein by reference.

<>. Notice of default was recorded as instrument number ----- in the Official Records of ----- County, State of California. A true and correct copy of the face sheet of the notice of default is attached hereto as Exhibit (---"D"---) and incorporated herein by reference.

<>. Paragraph --- of the deed of trust contains the following assignment of rents clause:

(---EXAMPLE: As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.)

<>. Plaintiff has no adequate remedy at law to enforce the foregoing assignment or rents provision.

WHEREFORE, plaintiff-- pray-- for judgment against defendants as follows:

1. For the appointment of a receiver to take possession of the property and to conserve and manage it and to collect any and all prepaid or current rents and profits therefrom and any and all security deposits received by defendants in connection with the rental thereof;
2. For an order that defendants and anyone in holding under it deliver possession of the property and the rents and profits therefrom and any books of account reflecting the same to the receiver;
3. For reasonable attorney's fees;
4. For costs of suit incurred herein; and
5. For such other and further relief as the court deems just and proper.

Date: _____

_____ [Plaintiff's name]
Plaintiff *In Pro Per*

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