

JULIE RODEWALD
San Luis Obispo County - Clerk/Recorder

AG
10/10/2008
9:01 AM

Recorded at the request of
Title Court Services Inc

RECORDING REQUESTED BY:
Title Trust Deed Service Company
WHEN RECORDED MAIL TO:
Title Trust Deed Service Company
26679 W. Agoura Road Suite 225
Calabasas, CA 91302
818-871-1900

DOC#: **2008050757**



Titles:	1	Pages:	3
Fees			14.00
Taxes			0.00
Others			2.00
PAID			<u>16.00</u>

TTD No.: 20080063358715
Loan No.: 30369003

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Title Order No.: V801911

**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 in 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 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 \$14,361.44 as of 09-11-2008, 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 mortgages 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 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:
LITTON LOAN SERVICING LP
C/O Title Trust Deed Service Company
ATTN: FORECLOSURE DEPT.
26679 W. Agoura Road Suite 225
Calabasas CA 91302
Phone: 818-871-1900

[Page 1 of 3]

019-211-010
220 Whitley Gardens Dr
Paso

TTD NO.: 20080063358715

LOAN NO.: 30369003

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN: That **TITLE TRUST DEED SERVICE COMPANY** As Agent for the current Beneficiary under a Deed of Trust dated 01-23-2007, executed by **WALTER WILBERT BRYANT, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY.**

as Trustor, to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**

as beneficiary, recorded 01-31-2007, as Instrument No. 2007006701, in Book /// Page ///, of Official Records in the Office of the Recorder of SAN LUIS OBISPO County, CALIFORNIA describing land therein as:

AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST

said obligations including ONE NOTE FOR THE ORIGINAL SUM OF \$304,000.00

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

The installment of Principal, Interest, impounds and late fees which became due 06/01/2008 together with all subsequent installments of principal, interest, impounds, late fees and foreclosure fees and expenses. Any advances which may hereafter be made. All obligations and indebtedness as they become due and charges pursuant to said Note and Deed of Trust.

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said agent, a written Declaration of Default and Demand for same, and has deposited with said agent, such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Dated: October 08, 2008

**TITLE TRUST DEED SERVICE COMPANY, as
Trustee**

By: 

ARLENE BEHR, MANAGER

See attached Declaration of Compliance with California Civil Code Section 2923.5(b).

We are assisting the Beneficiary to collect a debt and any information we obtain will be used for that purpose whether received orally or in writing.

20080063358715
Loan #: 30369003

Borrower Name: Walter Bryant

Property Address: 220 Whitley Gardens Drive Paso Robles, CA 93446

DECLARATION OF COMPLIANCE

(California Civil Code Section 2923.5(b))

The undersigned mortgagee, beneficiary or authorized agent hereby declares under penalty of perjury, under the laws of the State of California, as follows:

- The mortgagee, beneficiary or authorized agent has contacted the borrower to discuss the borrower's financial situation and to explore options for the borrower to avoid foreclosure in compliance with Cal. Civ. Code Section 2923.5. Thirty days or more have elapsed since the borrower was contacted.
- The mortgagee, beneficiary or authorized agent tried with due diligence but was unable to contact the borrower to discuss the borrower's financial situation and to explore options for the borrower to avoid foreclosure as required by Cal. Civ. Code Section 2923.5. Thirty days or more have elapsed since these due diligence efforts were completed.
- The mortgagee, beneficiary or authorized agent was not required to comply with Cal. Civ. Code Section 2923.5 because:
- The real property is not an owner-occupied single family residence.
 - The loan was not originated between January 1, 2003 and December 31, 2007.
 - The borrower has surrendered the property as evidenced by either a letter confirming the surrender or delivery of the keys to the property to the mortgagee, trustee, beneficiary or authorized agent.
 - The borrower has contracted with someone whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and avoid their loan obligations.
 - The borrower has filed for bankruptcy, and the proceedings have not yet been finalized.

Litton Loan Servicing, LP

Date: 9/30/2008

By: _____



Randy Reynolds

ATTACHMENT TO NOTICE OF DEFAULT

Foreclosure Attorney: Title Trust Deed Service Company

END OF DOCUMENT