

JULIE RODEWALD
San Luis Obispo County – Clerk/Recorder

NB
10/23/2008
8:55 AM

Recorded at the request of
Title Court Services Inc

DOC#: **2008053536**

Titles: 1 Pages: **2**



Fees **11.00**
Taxes **0.00**
Others **0.00**
PAID **\$11.00**

Recording requested by:

When recorded mail to:

Windsor Management Co.
15253 Avenue of Science
Building #3
San Diego, CA 92128

080040048
TS No.: CA-08-01390-CS

Space above this line for Recorder's use

Loan No.: 0507145336

IMPORTANT NOTICE
NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION. 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 (normally five business days prior to the date set for the sale of your property). No sale may be set until three months from the date this notice of default is recorded (which date of recordation appears on this notice). This amount is **\$18,890.72** as of **10/22/2008** 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 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 arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Accredited Home Lenders, Inc.
C/O Windsor Management Co.
15253 Avenue of Science
San Diego, CA 92128
1-858-451-7322

027-231-007

*8315 Mission Ln
San Miguel*

TS No.: CA-08-01390-CS
Loan No.: 0507145336

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 the undersigned is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 8/26/2005, executed by FELIX G. RINCON AND TERESA RINCON, HUSBAND AND WIFE, AS JOINT TENANTS, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR HOME FUNDS DIRECT, as beneficiary, recorded 9/14/2005, as Instrument No. 2005077089, in Book xxx, Page xxx of Official Records in the Office of the Recorder of SAN LUIS OBISPO County, California describing land therein: **as more fully described in said Deed of Trust.**

Said obligations including 1 NOTE(S) FOR THE ORIGINAL sum of \$499,500.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the undersigned; 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:

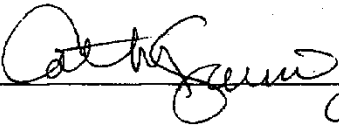
Installment of principal and interest plus impounds and / or advances which became due on 7/1/2008 plus amounts that are due or may become due for the following: late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustees fees, and any attorney fees and court costs arising from or associated with beneficiaries effort to protect and preserve its security must be cured as a condition of reinstatement.

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for same, and has deposited with said duly appointed Trustee, 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.

The Beneficiary or its designated agent declares that it has contacted the borrower, tried with due diligence to contact the borrower as required by California Civil code § 2923.5, or the borrower has surrendered the property to the beneficiary or authorized agent, or is otherwise exempt from the requirements of § 2935.5

Dated: 10/22/2008

Windsor Management Co., AS AGENT FOR BENEFICIARY
BY: LPS Default Title & Closing



Cathy Garcia

THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

END OF DOCUMENT



First American Title Company

899 Pacific Street - San Luis Obispo, CA 93401
Phone (805) 543-8900 FAX (805) 544-0785

Prepared For :

Prepared By: Tyson McDermott

Parcel	: 027 231 007	Total	: \$278,358
Owner	: Rincon Felix G & Teresa	Land	: \$106,843
CoOwner	:	Struct	: \$171,515
Site	: 8315 Mission Ln San Miguel 93451	Other	:
Mail	: 8315 Mission Ln San Miguel Ca 93451	%Imprvd	: 62
Xfered	: 09/14/2005 Doc # : 77088	Exempt	:
Price	:	Type	:
Pr Xfer	: 05/16/2002 PrDoc# : 40623	TaxArea	: 104030
PrPrice	: \$247,500 Full Deed : Quit Claim	07-08 Tax:	: \$2,860.72
First TD	: QUIT CLAIM	MapGrid	: 473 G3
LandUse	: 162 Res, Single Family Res, Urban, 5-10 Ac		
Legal	: TN SAN MIG SAN LAWR TERR LT 2		

Phone

Owner :

Tenant :

Census : Tract: 103.00 Block : 1
Seller : RINCON FELIX G
School District: San Miguel Paso Robles Unified

PROPERTY CHARACTERISTICS

Bedrooms	: 3	Building SqFt	: 2,520	Lot Acres	: 5.00
Bathrooms	: 2.00	Garage Type	:	Lot SqFt	: 217,800
Fireplace	:	Garage SqFt	:	Bldg Matl	:
Air Cond	: Yes	Stories	: 1	Year Built	: 1980
Heat Mthd	: Forced	Pool	:		

SALES AND LOAN INFORMATION

Current

Sale Price :
Loan Amount : \$499,500
Lender : Home Funds Direct
Document # : 77088
Loan Type : Conventional

Prior

Sale Price : \$247,500
Prior Date : 05/16/2002
Doc # : 40623