

RECORDING REQUESTED BY  
RECORDING REQUESTED BY:  
FIRST AMERICAN TITLE COMPANY

**JULIE RODEWALD**  
San Luis Obispo County – Clerk/Recorder  
Recorded at the request of  
First American Title Company

SN  
10/31/2008  
8:00 AM

AND WHEN RECORDED MAIL TO

Pacific Oak Foreclosure Services  
711 Tank Farm Road, Suite 100  
San Luis Obispo, CA 93401

DOC#: 2008054785



Titles:	1	Pages:	3
Fees			14.00
Taxes			0.00
Others			0.00
PAID			\$14.00

Space above this line for recorder's use only

Trustee Sale No. 1453 Loan No. 1453 Title Order No.

**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, 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 \$11,227.46 as of 10/20/2008 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 to 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 end of 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).

082-641-062

Trustee Sale No. 1453 Loan No. 1453 Title Order No.

Following the expiration of the time period referred to in this 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 property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: Pacific Oak Foreclosure Services, 711 Tank Farm Road, Suite 100, San Luis Obispo, CA 93401

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.

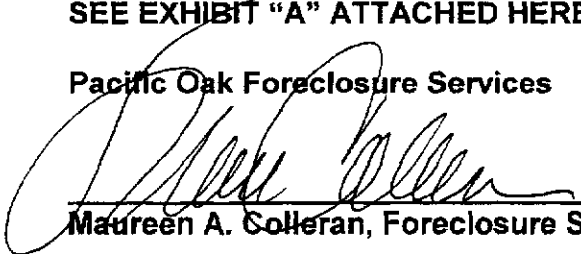
**REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN THAT: Pacific Oak Foreclosure Services is the duly appointed Trustee under a Deed of Trust dated 09/07/1997, executed by BARON EDWARD SUMTER AND ALICE NAOMI SUMTER, HUSBAND AND WIFE, as trustor, to secure obligations in favor of ROBERT F. CLARK AND ELIZABETH D. CLARK, TRUSTEES OF THE ROBERT F. CLARK AND ELIZABETH D. CLARK REVOCABLE TRUST, DATED DECEMBER 28, 1993, as Beneficiary RECORDED ON 10/02/97 AS DOCUMENT NO. 1997-054221 of official records in the Office of the Recorder of San Luis Obispo County, California, as more fully described on said Deed of Trust. Including the note(s) for the sum of \$14,200.00 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 payment has not been made of: **THE UNPAID PRINCIPAL BALANCE OF \$9,417.16 WHICH BECAME DUE ON 09/16/2007 PLUS ACCRUED INTEREST.****

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration and Demand for Sale, and has deposited with said duly appointed Trustee, such Deed of Trust and all documents evidencing the 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.

DATE: 10/22/08

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Pacific Oak Foreclosure Services

  
Maureen A. Collieran, Foreclosure Specialist

**EXHIBIT "A"**

**NOTICE OF DEFAULT DECLARATION**

Pursuant to California Civil Code §2923.5(c)

Borrower: **BARON EDWARD SUMTER AND ALICE NAOMI SUMTER, HUSBAND AND WIFE**

Property Address: **UNIT 28, LOT 92 , CALIFORNIA VALLEY, CA**

TRUSTEE SALE #: **1453**

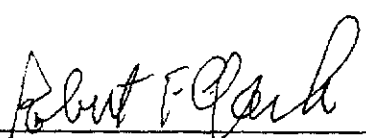
The undersigned mortgagee, beneficiary, or their authorized agent (collectively, "Beneficiary") represent and declare that the requirements of California Civil Code §2923.5 have been met. This Declaration is required for any residential owner occupied property in which the Notice of Default and Election to Sell Under Deed of Trust that was filed prior to the enactment of California Civil Code §2923.5, and for which there was no subsequently filed notice of rescission.

One of the below necessary requirements was met by the Beneficiary pursuant to California Civil Code §2923.5(c):

- \* The Beneficiary has made contact with the Borrower pursuant to California Civil Code §2923.5. Contact with the Borrower was made in person and/or by telephone to assess the Borrower's financial situation and to explore options for the borrower to avoid foreclosure.
- \* The Beneficiary was unsuccessful in their attempts to contact the Borrower. The following efforts were made in the attempt to contact the Borrower:
  - 1.) At least three attempts to call Borrower at different hours and on three different days. These telephone calls were placed to the primary telephone number identified in the Borrower's loan file; or
  - 2.) Calls placed to the primary and secondary telephone numbers identified in the Borrower's loan file. However, Beneficiary determined that both primary and secondary numbers had been disconnected.
- \* An Exemption as identified in 2923.5(h) applies:
  - a) The Borrower has surrendered the property pursuant to California Civil Code 2923.5(h)(1).
  - b) The Borrower has contacted with an organization, person, or entity whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and avoid their contractual obligations to Beneficiary pursuant to California Civil Code 2923.5(h)(2).
  - c) The Borrower has filed for bankruptcy and the proceedings have not been finalized pursuant to California Civil Code 2923.5(h)(3).

Dated: 10/20/2008

10.27.08  
Beneficiary Authorized Agent Signature

  
ROBERT F. CLARK

  
ELIZABETH D. CLARK

END OF DOCUMENT