

Recording Requested By:  
FIRST AMERICAN TITLE INSURANCE COMPANY

**JULIE RODEWALD**  
San Luis Obispo County - Clerk/Recorder

AG  
11/18/2008  
10:40 AM

Recorded at the request of  
Title Court Services Inc

DOC#: 2008057522

Titles: 1 Pages: 3



Fees 14.00  
Taxes 0.00  
Others 2.00  
PAID \$16.00

When Recorded Mail To:  
FIRST AMERICAN LOANSTAR TRUSTEE SERVI  
P.O. BOX 961253  
FORT WORTH, TX 76161

3905296

TS No.: 20089070807925  
VA/FHA/PMI No.:

Space above this line for Recorder's use only

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 \$112,591.62 as of 11/14/2008, 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 you 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:

**WELLS FARGO HOME MORTGAGE**  
c/o FIRST AMERICAN LOANSTAR TRUSTEE SERVICES  
P.O. BOX 961253  
FORT WORTH, TX 76161  
877-276-1894

009-728-013

1826 Lark Ellen Dr  
Paso

TS No.: 20089070807925  
VA/FHA/PMI No.:

**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 **FIRST AMERICAN LOANSTAR TRUSTEE SERVICES** As Agent for the current beneficiary under a Deed of Trust dated 12/19/2005, executed by:

**WILLIAM BILLOW, AN UNMARRIED MAN**

as Trustor to secure certain obligations in favor of **WELLS FARGO BANK, N.A.** as Beneficiary, recorded 12/23/2005, (as Instrument No.) 2005106967, (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 THE ABOVE MENTIONED DEED OF TRUST**

said obligations including ONE NOTE FOR THE ORIGINAL sum of \$412,500.00.

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:

**PURSUANT TO PARAGRAPH 9 IN THE DEED OF TRUST THE LOAN IS NOW ALL DUE AND PAYABLE. THE UNPAID PRINCIPAL BALANCE OF PLUS ACCRUED INTEREST AT WHICH BECAME ALL DUE AND PAYABLE ON , PLUS SUBSEQUENT DELINQUENCIES. ANY ADVANCES MADE BY THE BENEFICIARY PLUS INTEREST THEREON FROM THE DATES MADE. TRUSTEE FEES PLUS INTEREST, PLUS SUBSEQUENT TRUSTEE FEES WHICH MAY BECOME DUE AND PAYABLE. TRUSTEE FEES AND EXPENSES IN THE AMOUNT OF PLUS SUBSEQUENT TRUSTEE FEES AND EXPENSES WHICH MAY BECOME DUE AND PAYABLE.**

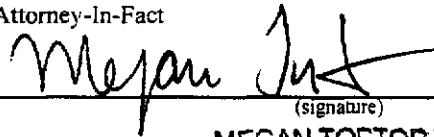
**NOTHING IN THIS NOTICE OF DEFAULT SHOULD BE CONSTRUED AS A WAIVER OF ANY FEES OWING TO THE BENEFICIARY UNDER THE TERMS OF THE SUBJECT LOAN DOCUMENTS.**

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: November 14, 2008

**FIRST AMERICAN LOANSTAR TRUSTEE SERVICES  
AS AGENT FOR THE CURRENT BENEFICIARY  
By: FIRST AMERICAN TITLE INSURANCE COMPANY  
as Attorney-In-Fact**

By:

  
(signature)

Name:

MEGAN TORTORA

Title:

**FIRST AMERICAN LOANSTAR TRUSTEE SERVICES MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.**

**NOTICE OF DEFAULT DECLARATION**  
PURSUANT TO CALIFORNIA CIVIL CODE 2923.5

Wells Fargo Home Mortgage  
3476 Stateview Blvd.  
Fort Mill, SC 29715

Borrower: WILLIAM BILLOW  
Property Address: 1826 LARK ELLEN DR  
PASO ROBLES CA 93446

The undersigned mortgagee, beneficiary, or their authorized agent (collectively, the "Beneficiary") represent and declares that the requirements of CA Civil Code 2923.5 have been met. This Declaration is required for any residential owner occupied property in which the loan was originated between January 1, 2003 and December 31, 2007. Non-owner occupied property and vacant property are exempt from the requirements of CA Civil Code 2923.5.

One of the below necessary requirements was met by the Beneficiary:

- \* The Beneficiary has made contact with the borrower pursuant to CA Civil Code 2923(a)(2). Contact with the borrower was made in person or by telephone to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure.
- \* Due Diligence to contact the borrower was exercised pursuant to CA Civil Code 2923.5(g)(2) by the Beneficiary.
- \* 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 pursuant to CA Civil Code 2923.5(h)(1).
- \* The borrower has contracted 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 mortgagees or beneficiaries pursuant to CA Civil Code 2923.5(h)(2).
- \* The borrower has filed for bankruptcy and the proceedings have not been finalized pursuant to CA Civil Code 2923.5(h)(3).

Dated: 11/12/2008

  
Wells Fargo Home Mortgage

John Kennerty

END OF DOCUMENT