

LSI Title Company (CA)

JULIE RODEWALD
San Luis Obispo County – Clerk/Recorder

AG
11/19/2008
9:06 AM

Recording requested by:
Quality Loan Service Corp

Recorded at the request of
Title Court Services Inc

When recorded mail to:
Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101

DOC#: **2008057780**



Titles:	1	Pages:	2
Fees			11.00
Taxes			0.00
Others			0.00
PAID			\$11.00

0800 79222

TS No.: CA-08-213355-JB

Loan No.: 16753048

Space above this line for Recorder's use

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 **\$8,751.94** as of 11/18/2008 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:

Litton Loan Servicing LP
C/O Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711

012-323-012

2331 Blue Heron Ln
Paso

TS No.: CA-08-213355-JB

Loan No.: 16753048

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 12/15/2005, executed by KYLE E. GARDNER AND REBECCA N. GARDNER, HUSBAND AND WIFE AS JOINT TENANTS, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR OWNIT MORTGAGE SOLUTIONS, INC., as beneficiary, recorded 12/29/2005, as Instrument No. 2005108079, 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 \$288,000.00, 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:

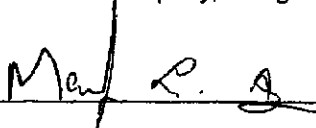
Installment of principal and interest plus impounds and advances which became due on 8/1/2008 plus amounts that are due or may become due for the following: late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustees fees, and any attorney 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: 11/18/2008

Quality Loan Service Corp., AS AGENT FOR BENEFICIARY
BY: LSI Title Company, as Agent


Merrilyn L. Aguas

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

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	: 012 323 012	Total	: \$148,599
Owner	: Gardner Kyle E & Rebecca N	Land	: \$64,354
CoOwner	:	Struct	: \$84,245
Site	: 2331 Blue Heron Ln Paso Robles 93446	Other	:
Mail	: 2331 Blue Heron Ln Paso Robles Ca 93446	%Imprvd	: 57
Xfered	: 01/21/2000 Doc # : 3554	Exempt	: \$7,000
Price	: \$127,000 Full PrDoc# : 17713	Type	: Homeowners
Pr Xfer	: 04/10/1996 Deed : Grant Deed	TaxArea	: 104025
PrPrice	: \$80,000 Full	08-09 Tax	: \$1,605.32
First TD	: GRANT DEED	MapGrid	: 471 C6
LandUse	: 110 Res, Single Family Residence		
Legal	: TR 452 LT 56		

Phone

Owner :
Tenant :

Census : Tract: 100.00 Block : 2
Seller : UNDERWOOD HERBERT L/LORENE
School District: San Miguel Paso Robles Unified

PROPERTY CHARACTERISTICS

Bedrooms	: 3	Building SqFt	: 1,215	Lot Acres	: .11
Bathrooms	: 2.00	Garage Type	: Garage	Lot SqFt	: 4,929
Fireplace	:	Garage SqFt	:	Bldg Matl	:
Air Cond	: Yes	Stories	:	Year Built	: 1978
Heat Mthd	: Forced	Pool	:		

SALES AND LOAN INFORMATION

Current

Sale Price : \$127,000 Full
Loan Amount : \$126,156
Lender : Lancaster Mtg Svc
Document # : 3554
Loan Type : Fha

Prior

Sale Price : \$80,000
Prior Date : 04/10/1996
Doc # : 17713