

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

AR  
11/20/2008  
9:24 AM

Recorded at the request of  
**Title Court Services Inc**

Recording requested by:  
Quality Loan Service Corp

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

DOC#: **2008058025**



Titles: 1 Pages: 2

Fees	11.00
Taxes	0.00
Others	2.00
PAID	<u>13.00</u>

TS No.: CA-08-207928-TC

Loan No.: 3002453581

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 **\$6,852.60** 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:

**Indymac Bank FSB**  
**C/O Quality Loan Service Corp.**  
**2141 5th Avenue**  
**San Diego, CA 92101**  
**619-645-7711**

092-183-016

985 Jeanette Ln  
Nip

TS No.: CA-08-207928-TC  
Loan No.: 3002453581

**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 9/25/2006, executed by FELIPE M. TLATENCHI AND JUANA G. TLATENCHI, HUSBAND AND WIFE, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LOAN CORRESPONDENTS INC. DBA CAPITAL FUNDING GROUP A CALIFORNIA CORPORATION, as beneficiary, recorded 10/2/2006, as Instrument No. 2006069657, 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 \$330,400.00, 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 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: 11/18/2008

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



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	: 092 183 016	Total	: \$147,044
Owner	: Tlatenchi Felipe M & Juana G	Land	: \$76,719
CoOwner	:	Struct	: \$70,325
Site	: 985 Jeanette Ln Nipomo 93444	Other	:
Mail	: 985 Jeanette Ln Nipomo Ca 93444	%Imprvd	: 48
Xfered	: 07/08/1994 Doc # : 41418	Exempt	:
Price	: \$50,000 Full PrDoc# :	Type	:
Pr Xfer	:	TaxArea	: 52104
PrPrice	:	08-09 Tax:	: \$1,885.64
First TD	: GRANT DEED	MapGrid	: 756 B5
LandUse	: 110 Res, Single Family Residence		
Legal	: TR 1898-2 LT 61		

**Phone**

Owner : 805-929-4390

Tenant :

Census : Tract: 124.01 Block : 3  
Seller : TLATENCHI FELIPE M & JUANA G  
School District: Lucia Mar Unified

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## PROPERTY CHARACTERISTICS

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Bedrooms	: 3	Building SqFt	: 1,106	Lot Acres	: .14
Bathrooms	: 2.00	Garage Type	: Garage	Lot SqFt	: 6,000
Fireplace	:	Garage SqFt	:	Bldg Matl	:
Air Cond	:	Stories	:	Year Built	: 1995
Heat Mthd	:	Pool	:		

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## SALES AND LOAN INFORMATION

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**Current**

Sale Price : \$50,000 Full  
Loan Amount : \$101,430  
Lender : Farmers Hm Admn  
Document # : 41418  
Loan Type : Construction

**Prior**

Sale Price :  
Prior Date :  
Doc # :