

JULIE RODEWALD
San Luis Obispo County – Clerk/Recorder

NB
9/17/2008
9:23 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#: **2008046827**



Titles:	1	Pages:	2
Fees			11.00
Taxes			0.00
Others			2.00
PAID			<u>13.00</u>

Space above this line for Recorder's use

TS No.: **CA-08-200277-CL**

Loan No.: **0021798210**

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 **\$15,318.64** as of **9/16/2008** 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:

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

026-157-019

250 Wild Rose
Paso

TS No.: CA-08-200277-CL
Loan No.: 0021798210

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 11/10/2006, executed by JOHN E. KELLY, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR SCME MORTGAGE BANKERS, INC., as beneficiary, recorded 11/21/2006, as Instrument No. 2006082694, 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 \$900,000.00, 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 6/1/2008 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: 9/16/2008

Quality Loan Service Corp., AS AGENT FOR BENEFICIARY
BY: LPS Default Title & Closing



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	: 026 151 019	Total	: \$909,240
Owner	: Kelly John E	Land	: \$519,566
CoOwner	:	Struct	: \$389,674
Site	: 250 Wild Rose Ln Paso Robles 93446	Other	:
Mail	: 250 Wild Rose Ln Paso Robles Ca 93446	%Imprvd	: 43
Xfered	: 11/21/2006	Doc #	: 82693
Price	:	PrDoc#	: 49604
Pr Xfer	: 06/08/2004	Deed	: Grant Deed
PrPrice	: \$840,000 Full	Type	: Homeowners
First TD	: GRANT DEED	TaxArea	: 104001
LandUse	: 163 Res, Single Family Res, Urban, 10+ Ac	07-08 Tax	: \$8,959.98
Legal	: T26S R12E PTN SEC 17	MapGrid	: 513 E1

Phone

Census : Tract: 101.00 Block : 5
Seller : KELLY JOHN E/JODI A
School District: Paso Robles Unified

Owner :
Tenant :

PROPERTY CHARACTERISTICS

Bedrooms	: 7	Building SqFt	: 2,968	Lot Acres	: 18.60
Bathrooms	: 3.50	Garage Type	: Garage	Lot SqFt	: 810,216
Fireplace	: 1	Garage SqFt	:	Bldg Matl	:
Air Cond	:	Stories	: 2	Year Built	: 1966
Heat Mthd	: Yes	Pool	:		

SALES AND LOAN INFORMATION

Current

Sale Price :
Loan Amount : \$900,000
Lender : Scme Mortgage Bankers
Document # : 82693
Loan Type : Conventional

Prior

Sale Price :
Prior Date : 06/28/2005
Doc # : 49604