

Recording Requested By  
When Recorded Mail To

Cal-Western Reconveyance Corp.  
P.O. Box 22004  
525 East Main Street  
El Cajon CA 92022-9004



Trustee Sale No. 1169229-10

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

AM  
9/22/2008  
10:44 AM

Recorded at the request of  
Title Court Services Inc

DOC#: 2008047434



Titles: 1 Pages: 3

Fees 14.00  
Taxes 0.00  
Others 2.00  
PAID \$16.00

Space Above This Line For Recorder's Use

Loan No. XXXXXX1095 Ref: TERRY, MARTY

### NOTICE OF DEFAULT

#### 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 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 \$8,321.88 as of September 17, 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).

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 to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

**WELLS FARGO BANK, NA**

C/O CAL-WESTERN RECONVEYANCE CORPORATION  
525 EAST MAIN STREET  
P.O. BOX 22004  
EL CAJON 9004 CA 92022-9004  
(619)590-9200

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

012-375-009

9880 Bluegill Dr  
Pasadena

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.**

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**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST**

NOTICE IS HEREBY GIVEN:

CAL-WESTERN RECONVEYANCE CORPORATION 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 July 15, 2005 executed by

MARTY S. TERRY, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY as trustor, to secure certain obligations in favor of

WELLS FARGO BANK, NA  
as beneficiary

recorded as document 2005060236 on July 22, 2005 in book XX page XX official records in the office of County Recorder of SAN LUIS OBISPO County, California, describing land therein as:

COMPLETELY DESCRIBED IN SAID DEED OF TRUST

said obligations including a promissory note for the principal sum of \$375,000.00 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:

Failure to pay the monthly payment due June 1, 2008 of interest only and subsequent installments due thereafter; plus late charges; together with all subsequent sums advanced by beneficiary pursuant to the terms and conditions of said deed of trust.

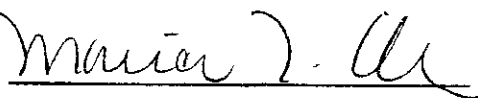
That by reason thereof the present beneficiary under such Deed of Trust has deposited with said trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

See attached SB1137 Declaration.

T.S. 1169229-10

Dated: September 17, 2008

CAL-WESTERN RECONVEYANCE CORPORATION

Signature By 

Monica L. Gonzalez

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

Wells Fargo Home Mortgage  
3476 Stateview Road  
Fort Mill, SC 29715

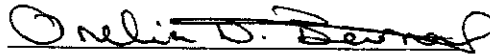
Borrower: MARTY S. TERRY  
Property Address: 9880 BLUEGILL DRIVE  
PASO ROBLES CA 93446

The undersigned mortgagee, beneficiary, or authorized agent represent and declare 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.

One of the below necessary requirements was met by the mortgagee or beneficiary:

- \* The mortgagee or 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 mortgagee or 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 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 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: 09/11/2008

  
Wells Fargo Home Mortgage  
Ornelia Bernard

END OF DOCUMENT