

Tom Daly, Clerk-Recorder

RECORDING REQUESTED BY

18.00

WHEN RECORDED MAIL TO

2012000009181 02:45pm 01/06/12

REGIONAL TRUSTEE SERVICES CORPORATION
616 1st Avenue, Suite 500
Seattle, WA 98104

66 422 N15 4

0.00 0.00 0.00 0.00 9.00 0.00 0.00 0.00

Trustee's Sale No: 05-FSM-115662

APN#
Address

BUENA PARK, CA 90621

110606754



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 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 \$32,054.85 as of 1/5/2012, 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).

Pursuant to California Civil Code Section 2923.5, the mortgagee, beneficiary, or authorized agent has contacted the borrower, tried with due diligence to contact the borrower as required by this section, or the borrower has surrendered the property to the mortgagee, trustee, beneficiary, or

authorized agent OR the undersigned certifies that the compliance with Civil Code Section 2923.5 was made at least thirty (30) days prior to the date of this Notice of Default and Election to Sell Under Deed of Trust.

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:

**MORGAN STANLEY PRIVATE BANK, NA
C/O REGIONAL SERVICE CORPORATION
616 1st Avenue, Suite 500
Seattle, WA 98104
(206) 340-2550**

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 REGIONAL SERVICE CORPORATION, is either the duly appointed Trustee, the substitute Trustee or acting as agent for the Beneficiary under a Deed of Trust dated 8/23/2007, executed by [REDACTED] HUSBAND AND WIFE AS JOINT TENANTS, as Trustor, to secure obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR COUNTRYWIDE BANK, FSB, ITS SUCCESSORS AND ASSIGNS, as Beneficiary, recorded 8/29/2007, as Instrument No. 2007000536305, of Official Records in the office of the Recorder of ORANGE County, CALIFORNIA, as more fully described on said deed of trust including one note(s) for the sum of \$474,911.00. That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred as follows:

FAILURE TO PAY INSTALLMENTS OF PRINCIPAL, INTEREST, IMPOUNDS AND LATE CHARGES WHICH BECAME DUE 10/1/2010 TOGETHER WITH ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST, IMPOUNDS, LATE CHARGES, FORECLOSURE FEES AND EXPENSES; ANY ADVANCES WHICH MAY HEREAFTER BE MADE; ALL OBLIGATIONS AND INDEBTEDNESSES AS THEY BECOME DUE; AND ANY INSTALLMENTS ALREADY MADE, THAT AT A LATER DATE PROVE TO BE INVALID.

Now, therefore, the undersigned by reason of the breach and default in the performance of the obligation secured by the Deed of Trust, 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: 1/5/2012 Regional Service Corporation, Trustee or Agent for Beneficiary

By *Marilee Hakkinen*
MARILEE HAKKINEN, AUTHORIZED AGENT

**NOTICE OF DEFAULT DECLARATION
BENEFICIARY DECLARATION OF COMPLIANCE WITH (OR EXCEPTION FROM) CIVIL CODE
§2923.5 AND AUTHORIZATION OF AGENT (FOR NOTICE OF DEFAULT)**

Borrower(s): [REDACTED], [REDACTED], HUSBAND AND WIFE AS JOINT TENANTS
Beneficiary: BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP, by Saxon
Mortgage Services, Inc., as its attorney-in-fact
Property: [REDACTED] BUENA PARK, CA 90621

The undersigned beneficiary¹ or authorized agent for the beneficiary hereby represents and declares that [check the applicable box and fill in any blanks so that the trustee/foreclosure agent can insert, on the beneficiary's behalf, the applicable declaration in the notice of default required pursuant to Civil Code § 2923.5]:

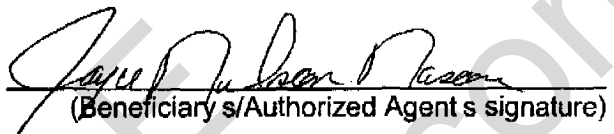
1. The beneficiary or beneficiary's authorized agent has contacted the borrower pursuant to, and has complied with, Civil Code § 2923.5(a)(2) (contact provision to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure). State the date contact with the borrower(s) was accomplished pursuant to Civil Code § 2923.5(a)(2); DATE: 7/22/2011.
2. The beneficiary or beneficiary's authorized agent has exercised due diligence to contact the borrower as required by California Civil Code § 2923.5(g) and, after waiting two weeks after the telephone call requirements of Civil Code § 2923.5(g)(2) were satisfied, the beneficiary or the beneficiary's authorized agent sent to the borrower(s), by certified mail, return receipt requested, the letter required by Civil Code § 2923.5(g)(3).
3. Pursuant to Civil Code § 2923.5(h)(1), the borrower has surrendered the secured property as evidenced by either a letter confirming the surrender or by delivery of the keys to the secured property to the beneficiary, the beneficiary's authorized agent or to the trustee.
4. Pursuant to Civil Code § 2923.5(h)(2), the beneficiary or beneficiary's authorized agent has evidence in its file, and reasonably believes, that 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 to avoid their contractual obligations to beneficiaries.
5. Pursuant to Civil Code § 2923.5(h)(3), the beneficiary or the beneficiary's authorized agent has verified information that, on or before the date of this declaration, the borrower(s) has filed for bankruptcy, and the proceedings have not been finalized. Finalized is not defined by § 2923.5(h)(3). For purposes of this Code section, trustee, foreclosure agent and/or their authorized agent is defining the term as either: (1) an order entered on the court's docket closing the file by the court; or, (2) an order entered on the court's docket dismissing the bankruptcy case. If the beneficiary or the beneficiary's agent interprets finalized in another manner, please state the basis upon which the beneficiary believes that the bankruptcy has not been finalized. _____

¹ Beneficiary as used herein shall include mortgagee.

6. This loan has been discharged through Chapter 7 bankruptcy and the borrower is no longer personally liable for the debt. Federal bankruptcy law prohibits the beneficiary or the beneficiary's authorized representative from contacting a debtor whose account has been discharged in bankruptcy regarding payment on the account. We therefore request an exemption of the requirements of Civil Code §2923.5.
7. This loan is exempt. You are instructed that compliance with Civil Code § 2923.5 and 2924.8 is not necessary to proceed with preparing and processing a notice of default.

The undersigned authorizes the trustee, foreclosure agent and/or their authorized agent to sign, on behalf of the beneficiary/authorized agent, the notice of default containing the declaration required pursuant to Civil Code § 2923.5(b).

Dated: 1-4-, 2012


(Beneficiary s/Authorized Agent s signature)

Print Name: Joyce Nelson Pason AUP