

DOC # 2012-0535286

LA Title Company (CA)

RECORDING REQUESTED BY

T.D. SERVICE COMPANY

and when recorded mail to
T.D. SERVICE COMPANY
4000 W. METROPOLITAN DRIVE
SUITE 400
ORANGE, CA 92868

SEP 06, 2012 8:00 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Oronenburgh, Jr., COUNTY RECORDER
FEES: 24.00

5164

DA: 1

PAGES: 3

120178745 SPACE ABOVE THIS LINE FOR RECORDERS USE _____

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

"IMPORTANT NOTICE"

T.S. No: B537027 CA Unit Code: B Loan No: 0586064438/JOHN T. LY Investor
No: 0586064438
Min No: 1000153-0586064438-8
AP #1: 305-071-25-00
Property Address: 6311 CLUBHOUSE DRIVE, RANCHO SANTA FE, CA 92067

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 approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$111,975.88, As of September 11, 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 three months after this notice of default is recorded) 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).

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

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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:

CAPITAL ONE, N.A.
As Beneficiary,
Capital One
7933 Preston Road
Plano, TX 75024
(800) 933-9100

If you have any questions, you should contact a lawyer or the government 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 T.D. SERVICE COMPANY is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under the following described Deed of Trust:

Trustor: JOHN T. LYNCH AND CATHERINE S. LYNCH, TRUSTEES OF THE LYNCH FAMILY TRUST DATED JULY 16, 1982 AND ANY AMENDMENTS HERETO

Recorded September 14, 2006 as Instr. No. 2006-0653454 in Book --- Page --- of Official Records in the office of the Recorder of SAN DIEGO County, CALIFORNIA

Said Deed of Trust secures certain obligations including one Note for the sum of **\$2,175,000.00**

That the Beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the Beneficiary; 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:

THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE SEPTEMBER 1, 2011 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST. PLUS LATE CHARGE(S). PLUS MISCELLANEOUS FEE(S) IN THE AMOUNT OF \$68.19. RECOVERABLE BALANCE IN THE AMOUNT OF \$1261.02.

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 Sale, 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 undersigned mortgagee, beneficiary or authorized agent for the mortgagee or beneficiary pursuant to California Civil Code § 2923.5(b) declares that the mortgagee, beneficiary or the mortgagee's or beneficiary's authorized agent has either contacted the borrower or tried with due diligence to contact the borrower as required by California Civil code 2923.5.

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DATED: 09/04/12

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T.D. SERVICE COMPANY AS AUTHORIZED AGENT FOR THE BENEFICIARY BY
LSI TITLE COMPANY AS AGENT FOR T.D. SERVICE COMPANY

BY  BY Saul Palencia

The Beneficiary may be attempting to collect a debt and any information obtained may be used for that purpose.