



MAR 02, 2009 3:01 PM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
DAVID L. BUTLER, COUNTY RECORDER  
FEES: 14.00

DA: 1

PAGES: 2

FILED  
RECORDER  
RECORDERING REQUESTED BY  
PLM Lender Services, Inc.

AND WHEN RECORDED MAIL TO

PLM Lender Services, Inc.  
46 N. Second Street  
Campbell, CA 95008  
408 370-4030

6718

Space above this line for recorder's use  
Trustee Sale No. 805D-054825 Loan No. 501622466 Title Order No. 3958026**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**, 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 \$15,824.26 as of 02-27-2009 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 above 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 property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

"MERS" MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
C/O PLM Lender Services, Inc.  
46 N. Second Street  
Campbell, CA 95008  
408 370-4030

6719

Trustee Sale No. 805D-054825 Loan No. 501622466 Title Order No. 3958026

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: PLM LENDER SERVICES, INC.** is the duly appointed Trustee, Substituted Trustee or Agent for the Beneficiary under a Deed of Trust dated **08-16-2007**, executed by **YOLANDA POSADAS, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY**, as trustor, to secure obligations in favor of "**MERS**" **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**, as Beneficiary Recorded **08-24-2007**, Book , Page , Instrument **2007-0565145** of official records, in the office of the Recorder of **SAN DIEGO** County, California, as more fully described on said Deed of Trust.

Said Deed of Trust secures certain obligations including the note(s) for the original sum of **\$233,750.00**. That the beneficial interest under said 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 said Deed of Trust is security has occurred in that the payment has not been made of:

**INSTALLMENT OF INTEREST AND IMPOUNDS WHICH BECAME DUE ON 09/01/2008 , AND ALL SUBSEQUENT INSTALLMENTS , TOGETHER WITH LATE CHARGES, BPO/APPRaisal FEES, INSPECTION FEES, FORECLOSURE FEES AND/OR ATTORNEY FEES. IN ADDITION, SHOULD ANY PRIOR LIEN OR ENCUMBRANCE, INCLUDING PROPERTY TAXES AND PREMIUMS ON INSURANCE REQUIRED BY THE DEED OF TRUST, BE OR BECOME DELINQUENT, SAID DELINQUENCY MUST BE CURED AND WRITTEN EVIDENCE OF THE CURE MUST BE PROVIDED. FURTHERMORE, SHOULD THE BENEFICIARY ADVANCE SUMS TO PROTECT ITS SECURITY, SAID ADVANCES, TOGETHER WITH INTEREST, MUST BE PAID AS A CONDITION OF REINSTATEMENT OR PAYOFF.**

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration and Demand for Sale, and has deposited with said duly appointed Trustee, such Deed of Trust and all documents evidencing the 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.

DATE: 02-27-2009

PLM LENDER SERVICES, INC.  
Agent for the Beneficiary  
By: First American Title, as its Agent



CHARLOTTE OLMOS