

DOC# 2017-0498136



RECORDING REQUESTED BY:
WFG National-Default Services

Oct 26, 2017 08:00 AM

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$24.00

WHEN RECORDED MAIL TO:
S.B.S. Trust Deed Network
31194 La Baya Drive, Suite 106
Westlake Village, CA 91362
Phone: (818) 991-4600

PAGES: 3

APN: 419-362-06-00

170033987

TS No.: 2017-2229

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED*

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

LUPU Y: KÉM THEO ĐẦY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

***PURSUANT TO CIVIL CODE § 2923.3(a), THE SUMMARY OF INFORMATION REFERRED TO ABOVE IS NOT ATTACHED TO THE RECORDED COPY OF THIS DOCUMENT BUT ONLY TO THE COPIES PROVIDED TO THE TRUSTOR.**

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

This amount is \$40,287.59 as of 10/24/2017, 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 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

TS No.: 2017-2229

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:

**SEACOAST COMMERCE BANK
C/O S.B.S. TRUST DEED NETWORK
31194 LA BAYA DRIVE #106
WESTLAKE VILLAGE, CA 91362
Phone: 818-991-4600**

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 **S.B.S. TRUST DEED NETWORK, A CALIFORNIA 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 2/8/2007, executed by **MARC ANTHONY HALCON AS TRUSTEE OF THE MARC ANTHONY HALCON REVOCABLE TRUST, CHRISTINE CONDIT AS TRUSTEE OF THE CHRISTINE CONDIT REVOCABLE TRUST**, as Trustor, to secure certain obligations in favor of **SEACOAST COMMERCE BANK**, as beneficiary, recorded 2/27/2007, as Instrument No. 2007-0133475, in Book XX, Page XX, of Official Records in the Office of the Recorder of San Diego County, California describing land therein as: As more fully described on said Deed of Trust.

Including 1 NOTE(S) FOR THE ORIGINAL sum(s) of \$1,600,000.00, and any extension(s), renewal(s) and/or modification(s) thereof, 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 as stated below:

THE INSTALLMENT WHICH BECAME DUE ON 8/15/2017 PLUS LATE CHARGES AND ALL SUBSEQUENT INSTALLMENTS AND LATE CHARGES; ATTORNEY'S FEES INCURRED IN THE PROTECTION OF THE SECURITY HEREIN; AND ANY RECURRING OBLIGATIONS.

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.

Dated: 10/24/2017

S.B.S. TRUST DEED NETWORK, A CALIFORNIA CORPORATION

BY: 
COLLEEN IRBY, TRUSTEE SALE OFFICER

Declaration of Mortgage Servicer Pursuant to Civil Code § 2923.5(b)

Borrower(s): Marc Halcon
Mortgage Servicer: Seacoast Commerce Bank
11939 Rancho Bernardo Road, #200, San Diego, CA 92128
Property Address: 3641 Mount Aclare Avenue, San Diego, CA 92111
T.S. No.: 2017-2229

The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares that:

1. The mortgage servicer has contacted the borrower pursuant to California Civil Code § 2923.5(a)(2) "to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure". Thirty (30) days, or more, have passed since the initial contact was made.
2. The mortgage servicer has exercised due diligence to contact the borrower pursuant to California Civil Code § 2923.5(e) to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure". Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. No contact was required by the mortgage servicer because the individual(s) did not meet the definition of "borrower" pursuant to subdivision (c) of Section 2920.5.
4. The requirements of Cal. Civil Code § 2923.5 do not apply because the loan is not secured by a first lien mortgage or first deed of trust that secures a loan, or that encumbers real property, described in Civil Code § 2924.15(a).

I certify that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

Seacoast Commerce Bank

Dated: 10/17/17

By: 
Richard Visser
CCO/EVP