First American
Trustee Servicing Solutions, LLC
PO Box 9060
Temecula, CA 92589-9060

2241286773

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

Send Correspondence to:
First American
Trustee Servicing Solutions, LLC
P.O. Box 961253
Fort Worth, TX 76161-0253

20101015-44
CA10-FC

[redacted] CA 91364

IMPORTANT INFORMATION IS CONTAINED WITHIN THE ATTACHED NOTICE.

PLEASE READ CAREFULLY

First American Trustee Servicing Solutions, LLC, formerly known as First American LoanStar Trustee Services, LLC, may be acting as a debt collector attempting to collect a debt. Any information obtained may be used for that purpose.

PLEASE NOTE: Effective June 1, 2010, First American LoanStar Trustee Services, LLC is now First American Trustee Servicing Solutions, LLC.

Visit us at www.fatrustee.com for more information.

/

NOTICE OF DEFAULT DECLARATION
PURSUANT TO CALIFORNIA CIVIL CODE 2923.5

Wells Fargo Home Mortgage
3476 Stateview Blvd.
Fort Mill, SC 29715

Borrower: JAMES C [redacted]
Property Address: [redacted]
WOODLAND HILLS CA 91364

The undersigned mortgagee, beneficiary, or their authorized agent (collectively, the "Beneficiary") represent and declares 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. Non-owner occupied property and vacant property are exempt from the requirements of CA Civil Code 2923.5.

One of the below necessary requirements was met by the Beneficiary:

* The 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 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 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 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).

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 10/07/2010

Wells Fargo Home Mortgage
John Kennerty
VP of Loan Documentation

[redacted]

TS No.: **CA1000212962**
VA/FHA/PMI No.:

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

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 **First American Trustee Servicing Solutions, LLC** As Agent for the current beneficiary under a Deed of Trust dated **12/08/2004**, executed by:

[redacted]S AND [redacted], HUSBAND AND WIFE AS JOINT TENANTS.,

as Trustor(s) to secure certain obligations in favor of **WELLS FARGO BANK, N.A.** as Beneficiary, recorded **12/14/2004**, (as Instrument No.) [redacted], (in Book) . (Page) of Official Records in the Office of the Recorder of **Los Angeles** County, California describing land therein as:

AS MORE FULLY DESCRIBED IN THE ABOVE MENTIONED DEED OF TRUST

said obligations including ONE NOTE FOR THE ORIGINAL sum of **$350,000.00**.

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:

THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 1/1/2010 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES AS SET FORTH IN SAID NOTE AND DEED OF TRUST, ADVANCES, ASSESSMENTS, FEES, AND/OR TRUSTEE FEES. NOTHING IN THIS NOTICE SHALL BE CONSTRUED AS A WAIVER OF ANY FEES OWING TO THE BENEFICIARY UNDER THE DEED OF TRUST, PURSUANT TO THE TERMS OF THE LOAN DOCUMENTS.

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said agent, a written Declaration of Default and Demand for same, and has deposited with said agent 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: **Oct 08, 2010**

First American Trustee Servicing Solutions, LLC As Agent For The Current Beneficiary
By: First American Title Insurance Company, as Agent

By: Wendy Randall
(signature)

Name: **WENDY RANDALL**

Title:

First American Trustee Servicing Solutions, LLC MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.

See Attached Declaration

[redacted] [redacted]

[redacted]

2241286773

First American Trustee Servicing Solutions, LLC
6 Campus Circle, 2nd Floor
Westlake, TX 76262
Telephone: 8664295179
Fax:

Oct 15, 2010

FILE NUMBER: **CA**[redacted]
BARBARA[redacted]
[redacted] **STREET**
WOODLAND HILLS, CA 91364

Re: Loan No.: [redacted]
TS #: · [redacted]

The current creditor to whom the debt is owed is: **WELLS FARGO BANK, N.A.**. The loan is serviced by **Wells Fargo Home Mortgage**. **First American Trustee Servicing Solutions, LLC** has been authorized by the Servicer/Creditor to initiate foreclosure proceedings in connection with the foreclosure of a Deed of Trust associated with your real estate loan.

The amount of the debt as of the date of this Notice according to the records of our client is **$345,059.89**. The amount necessary to bring the loan into good standing and reinstate your mortgage is set forth in the enclosed Notice of Default and Election to Sell Under Deed of Trust. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above or in the enclosed Notice of Default and Election to Sell Under Deed of Trust, an adjustment may be necessary after we receive your check, in which case we will inform you before depositing the check for collection. For further information, write the undersigned or call **8664295179**.

Please be advised that **First American Trustee Servicing Solutions, LLC** may be considered a debt collector attempting to collect the above referenced debt. Any information obtained from you may be used for that purpose. Federal law gives you thirty days after you receive this letter to dispute the validity of the debt or any part of it. If you don't dispute it within that period, **First American Trustee Servicing Solutions, LLC** will assume that it's valid. If you do dispute it - - by notifying **First American Trustee Servicing Solutions, LLC** in writing to that effect - - **First American Trustee Servicing Solutions, LLC** will, as required by the law, obtain and mail to you proof of the debt. And if, within the same period, you request in writing the name and address of your original creditor, if the original creditor is different from the current creditor, **First American Trustee Servicing Solutions, LLC** will furnish you with that information too.

The law does not require **First American Trustee Servicing Solutions, LLC** to wait until the end of thirty-day period before taking action to collect this debt. If, however, you request proof of the debt or the name and address of the original creditor within thirty days of receipt of this letter, the law requires LoanStar to suspend its efforts (through litigation or otherwise) to collect the debt until **First American Trustee Servicing Solutions, LLC** mails the requested information to you.

The state Rosenthal Fair Debt Collection Practices Act and the Federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftd.gov.

Sincerely,
First American Trustee Servicing Solutions, LLC

[redacted]

[redacted]

[redacted]