

First American  
LoanStar Trustee Services, LLC  
PO Box 9060  
Temecula, CA 92589-9060



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

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CA10-FC



IMPORTANT INFORMATION IS CONTAINED WITHIN THE  
ATTACHED NOTICE.

**PLEASE READ CAREFULLY**

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.

\*\*\*\*\*

**ACT NOW**

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**Contact your lender for options to possibly avoid foreclosure.**

Visit us at [www.loanstartrustee.com](http://www.loanstartrustee.com) for additional information.



**First American LoanStar Trustee Services LLC**

P.O. BOX 961253

FORT WORTH, TX 76161-0253

Telephone:

Fax:

Feb 02, 2010

FILE NUMBER: [REDACTED]  
[REDACTED]  
[REDACTED]

Re: Loan No.: [REDACTED]

TS #: [REDACTED]

The current creditor to whom the debt is owed is: **JPMORGAN CHASE BANK, N.A.**. The loan is serviced by **CHASE HOME FINANCE, LLC**. **First American LoanStar Trustee Services 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 **\$748,475.56**. 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 .

Please be advised that **First American LoanStar Trustee Services 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 LoanStar Trustee Services LLC** will assume that it's valid. If you do dispute it - - by notifying **First American LoanStar Trustee Services LLC** in writing to that effect - - **First American LoanStar Trustee Services 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 LoanStar Trustee Services LLC** will furnish you with that information too.

The law does not require **First American LoanStar Trustee Services 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 LoanStar Trustee Services 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](http://www.ftd.gov).

Sincerely,

**First American LoanStar Trustee Services LLC**

Recording Requested By:  
First American Title Insurance Company

Recorded in Official Records, Orange County  
Tom Daly, Clerk-Recorder

[REDACTED] 5.00  
[REDACTED] 02:32pm 01/27/10  
0.00 0.00 0.00 0.00 6.00 0.00 0.00 0.00

When Recorded Mail To:  
First American LoanStar Trustee Services  
LLC  
P.O. BOX 961253  
FORT WORTH, TX 76161-0253

Space above this line for Recorder's use only

TS No. : [REDACTED]  
APN: [REDACTED]  
TSG No. : [REDACTED]

Pursuant to California Code Section 2924c(b)(1) please be advised of the following:

**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 into 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 days 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 **\$34,064.17** as of **01/26/2010**, 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 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 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:

**90735-CHASE HOME FINANCE, LLC**  
c/o First American LoanStar Trustee Services LLC  
P.O. BOX 961253  
FORT WORTH, TX 76161-0253



Name: [REDACTED]

PA: [REDACTED]

## DECLARATION OF COMPLIANCE

(California Civil Code Section 2923.5(c))

The undersigned mortgagee, beneficiary, or their authorized agent hereby declares under penalty of perjury, under the laws of the State of California, as follows:

- The mortgagee, beneficiary or authorized agent contacted the borrower to discuss the borrower's financial situation and to explore options for the borrower to avoid foreclosure in compliance with Cal. Civ. Code Section 2923.5.
- The mortgagee, beneficiary or authorized agent tried with due diligence but has been unable to contact the borrower to discuss the borrower's financial situation and to explore options for the borrower to avoid foreclosure as required by Cal. Civ. Code Section 2923.5. The following efforts were made:
- Sent letter by first class mail with toll free number to HUD-certified housing counseling agency.
  - Attempted to contact borrower by phone at least three times at different hours and on different days unless the borrower's primary and secondary phone numbers were disconnected.
  - At least two weeks after attempting to telephone contacts, sent letter by certified mail, return receipt requested that included toll free number to HUD-certified housing counseling agency.
- The mortgagee, beneficiary or authorized agent was not required to comply with Cal. Civ. Code Section 2923.5 because:
- The real property is not an owner-occupied single family residence.
  - The loan was not originated between January 1, 2003 and December 31, 2007.
  - 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.
  - The borrower has contracted with someone whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and avoid their loan obligations.
  - The borrower has filed for bankruptcy, and proceedings have not yet been finalized.

CHASE HOME FINANCE, LLC

Dated: \_\_\_\_\_

JAN 21 2010

By: \_\_\_\_\_

*Summer Patel*  
SUMMER PATEL



