

DOC# 2018-0437984

Title365

RECORDING REQUESTED BY:
Clear Recon Corp

WHEN RECORDED MAIL TO:
Clear Recon Corp
4375 Jutland Drive
San Diego, California 92117
866-931-0036



Oct 22, 2018 08:00 AM

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$101.00 (SB2 Atkins: \$75.00)

PAGES: 4

T.S. No.: 075778-CA
APN: 346-580-01-00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Property Address: 2717 HIDDEN VALLEY
ROAD, LA JOLLA, CALIFORNIA 92037

Title Order No.: DS7300-18003103

NOTICE OF DEFAULT

Pursuant to CA Civil Code 2923.3

**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**

**LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG
TÀI LIỆU NÀY**

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 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 \$17,993.55 as of 10/17/2018, 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).

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:

MUFG UNION BANK, N.A. FKA UNION BANK, N.A. FKA UNION BANK OF CALIFORNIA, N.A.
C/O Clear Recon Corp
4375 Jutland Drive
San Diego, California 92117
Phone: (858) 750-7600

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: CLEAR RECON CORP is either the original trustee, the duly appointed substituted trustee or the designated agent of the holder of the beneficial interest under a deed of trust dated 2/2/2004, executed by **TODD LEONARD LESSER, AN UNMARRIED MAN**, as Trustor, to secure certain obligations in favor of the beneficiary thereunder, recorded 2/17/2004, as Instrument No. 2004-0122171, of Official Records in the Office of the Recorder of San Diego County, California, encumbering the land as fully described as:

MORE ACCURATELY DESCRIBED IN SAID DEED OF TRUST.

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:

Trustee Sale No.: 075778-CA Title Order No.: DS7300-18003103

Installment of Principal and Interest plus impounds and/or advances which became due on 6/1/2018 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable.

That by reason thereof, MUFG UNION BANK, N.A. FKA UNION BANK, N.A. FKA UNION BANK OF CALIFORNIA, N.A., the present beneficiary under such Deed of Trust has deposited with said 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.

CLEAR RECON CORP

Date Executed: 10/17/18

BY: Robert J. Gozum

Robert J. Gozum

Authorized Signatory for Trustee
CLEAR RECON CORP
4375 Jutland Drive
San Diego, California 92117

SEE ATTACHED DECLARATION

CALIFORNIA DECLARATION OF COMPLIANCE
(CIV. CODE §2923.5(b))

Borrower(s): TODD LEONARD LESSER
Mortgage Servicer: MUFG UNION BANK, N.A., FORMERLY KNOWN AS UNION BANK
N.A.
Property Address: 2717 HIDDEN VALLEY ROAD
LA JOLLA, CA 92037
T.S. No.: 075778-CA

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

The mortgage servicer contacted the borrower to assess the borrower's financial situation and to explore options for the borrower to avoid foreclosure as required by California Civil Code §2923.5. Thirty (30) days, or more, have passed since the initial contact was made.

The mortgage servicer has exercised due diligence to contact the borrower as required by 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.

No contact was required by the mortgage servicer because the individual(s) did not meet the definition of "borrower" pursuant to California Civil Code §2920.5(c) and has/have:

(A) Surrendered the secured 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; or,

(B) 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; or,

(C) Filed a case under Chapter 7, 11, 12, or 13 of Title 11 of the United States Code and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay of foreclosure.

The loan is not secured by a first lien mortgage or deed of trust on owner-occupied residential real property as defined by California Civil Code §2924.15.

The requirements of California Civil Code §2923.5 do not apply because the loan encumbering the above-referenced property is not secured by a first lien mortgage or first lien deed of trust as described in California 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.

MUFG UNION BANK, N.A. FKA UNION BANK,
N.A. FKA UNION BANK OF CALIFORNIA, N.A.

Dated: 10/15/18

Olivia Ruiz
By: Olivia Ruiz, AWP