


7... STEWART TITLE
↑
(RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:)

Trustee Corps
2112 Business Center Drive,
2nd floor
Irvine, CA 92612


1846

File
21

DOC # 2007-0000217



JAN 02, 2007 8:00 AM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 12.00
PAGES: 2 DA: 1



2007-0000217

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Trustee Sale No. CA02127282B Loan No. WILKES Title Order No. 689909

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 **\$682,412.02** as of **12/29/2006** 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 Trustee's 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 this 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:

MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., A DELAWARE CORPORATION
c/o TRUSTEE CORPS
2112 BUSINESS CENTER DRIVE
2ND FLOOR
IRVINE, CA 92612
(949) 252-8300

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: MTC FINANCIAL, INC. dba TRUSTEE CORPS is the original Trustee, duly appointed Substituted Trustee, or acting as Agent for the Trustee or Beneficiary under a Deed of Trust dated 01/13/2004, executed by BRENT WILKES, AS TRUSTEE OF THE BRENT AND REGINA WILKES FAMILY TRUST DATED FEBRUARY 21, 2003, TRUST "1", as Trustor, to secure obligations in favor of MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., A DELAWARE CORPORATION, as Beneficiary Recorded on 02/04/2004 as Document No. 2004-0087955 and Page No. 4261 of official records in the Office of the Recorder of San Diego County, California, as more fully described on said Deed of Trust. Including a Note(s)/ Unconditional Guaranty which had a principal amount of \$7,500,000.00 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: **THE TRUSTOR HAS NOT HONORED ITS PAYMENT OBLIGATIONS WHICH BECAME DUE ON 5/31/2006 UNDER THE UNCONDITIONAL GUARANTY WHICH IS SECURED BY THE DEED OF TRUST. PLUS FORECLOSURE COSTS AND LEGAL FEES. THE DEED OF TRUST DESCRIBED ABOVE IS ONE OF TWO DEEDS OF TRUST SECURED BY ONE NOTE. WHICH IS BEING FORECLOSED UPON CONCURRENTLY.**

That by reason thereof, the present Beneficiary under such Deed of Trust, has executed and delivered to **TRUSTEE CORPS**, 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.

DATED: 12/29/2006

TRUSTEE CORPS, as Agent for Beneficiary
By: Stewart Title of California, Inc., authorized agent

BY: Stewart