

Understanding the NOTICE of DEFAULT

Nonjudicial foreclosure proceedings under the power of sale contained in the deed of trust is commenced when the trustee or beneficiary executes and records a "Notice of Default." The notice of default when recorded provides "Constructive Notice" of a default in the terms and provisions of said deed of trust. The notice of default identifies the deed of trust by giving the recording information; the name(s) of the trustor(s); that a default has occurred and the details thereof; plus, it must state that the beneficiary has elected to proceed to sale (foreclose), to satisfy the obligation secured by the deed of trust. Note: Any material discrepancies could void the entire trustee's sale proceedings.

RECORDING REQUESTED BY
Chicago Title Company


WHEN RECORDED MAIL TO

Name: Chicago Title Trustee Dept.
Street Address: 560 E Hospitality Ln.
City & State: San Bernardino, CA 92408

Electronically Recorded in Official Records, County of San Bernardino

BOB DUTTON
ASSESSOR - RECORDER - CLERK

Doc# 2018-0725930



2/14/2018
11:34 AM
KE

| Titles | Pages | Fees |
|--------|-------|--------------------|
| 1 | 3 | 30.00 |
| | | Taxes .00 |
| | | CA 592 Fee 75.00 |
| | | Others .50 |
| | | Paid 105.50 |

TITLE ORDER NO. 710197771
LOAN NO. 987654

T.S. NO. CA19876354-18
OTHER REF. APN 0218-123-02

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST
IMPORTANT NOTICE

3 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 \$ 21,201.57 as of February 1, 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 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 sale is posted (which may not be earlier than three months after this notice 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.

1 Recording Information: The date and time of recordation; the file, document or instrument number; and/or the book and page(s) of the official records are assigned and noted by the county recorder in order to establish the recording reference.

2 County Recorder's Stamps: The large stamp reflects the recording reference of the document and indicates the name of the county and county recorder. The smaller stamp shows the recording fees.

3 Cautionary Notes: These are notes regarding; foreclosure due to default; rights to reinstate; rights to stop foreclosure; and the amount necessary to reinstate the obligations secured by the deed of trust in foreclosure.

Understanding the Notice of Default continued...

Understanding the NOTICE of DEFAULT

- 4 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:

Name of Beneficiary or Mortgagee:
Chicago Mortgage, Inc.
Mailing Address:
479 N Birmingham Rd. Carlsbad, CA 92008
Telephone:
(442) 854-1555

- 5 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.

- 6 NOTICE IS HEREBY GIVEN; Chicago Title is duly appointed Trustee under a Deed of Trust dated September 7, 2002 executed by Michael Raines and Catherine Raines, Husband and Wife as Joint Tenants as Trustor, to secure certain obligations in favor of Chicago Mortgage, Inc., as beneficiary,

recorded September 10, 2002 as instrument no. 2002-254878 in book N/A page N/A of Official Records in the Office of the Recorder of San Bernardino County, California, describing the land therein as:

Lot 1 of Tract 12345, in the County of San Bernardino, State of California as per map recorded in Book 118 Page(s) 34 through 39 of Maps, in the office of the County Recorder of said County.

- 7 said obligations including one note(s) for the original sum of \$ 485,000.00

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 NOVEMBER 1, 2017 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, ALONG WITH LATE CHARGES, PLUS ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND RELATED LOAN DOCUMENTS.

that by reason thereof, the undersigned, present beneficiary under such Deed of Trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for Sale, 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 obligation secured thereby.

Dated February 13, 2018


Karen Williamson, Authorized Signatory

- 4 Beneficiary Information: The name, address and telephone number of the beneficiary (who should be contacted to determine the amount necessary to reinstate or pay off the deed of trust in foreclosure) is inserted in this space

- 5 Note Regarding Seeking Advice: This is a directive relating to any questions pertaining to the foreclosure proceedings.

- 6 Pertinent information About the Deed of Trust: In this space, information concerning the deed of trust in default is shown. It includes the names of the original trustee; trustor(s); beneficiary(ies); date of execution; recording reference; and the name of the county in which said deed of trust was recorded.

- 7 Statement of Default/Breach: In this space, detailed information concerning the default or breach of the obligation that has occurred.

- 8 Date of Execution: Generally, this is the date on which the document is executed (signed), which is often the equivalent date of preparation or drawing. Execution may take place after preparation or drawing, but never before.

- 9 Signature of the Beneficiary: On this line, the beneficiary signs (executes) the Notice of Default. The trustee may be authorized to act on behalf of the beneficiary.



CHICAGO TITLE

www.ChicagoTitle.com

Call your local Chicago Title representative for more details.
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Note: The information provided is deemed reliable but not guaranteed.
Consult your legal professional for advice regarding your specific situation.