Alliance Title 1150 Folem St. #6 San trancisco, ca 94103

After Recording Return To: COUNTRYWIDE HOME LOANS, INC.

MS SV-79 DOCUMENT PROCESSING P.O.Box 10423 Van Nuys, CA 91410-0423 Prepared By: LALAINE HAGLER

San Francisco Assessor-Recorder Phil Ting, Assessor-Recorder DOC- 2007-1429486-00 Acct 7-Alliance Title Tuesday, JUL 31, 2007 08:80:00 Ttl Pd IMAGE 0128

Space Above This Line For Recording Data

183/3730 .

11535273-586 [Escrow/Closing #] 00016993733006007

[Doc ID #]

DEED OF TRUST

MIN 1001337-0002256898-7

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in

(A) "Security Instrument" means this document, which is dated JUNE 27, 2007 , together with all Riders to this document.

(B) "Borrower" is

NARMINA GASANBEK, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

CALIFORNIA-Single Family-Fennie Mee/Freddie Mac UNIFORM INSTRUMENT WITH MERS

CONVIVA

Page 1 of 18

Form 3005 1/01





Borrower's address is 1150 FOLSOM STREET #6, SAN FRANCISCO, CA 94103-3970
Borrower is the trustor under this Security Instrument.
(C) "Lender" is
Countrywide Bank, FSB.
Lender is a FED SVGS BANK
organized and existing under the laws of THE UNITED STATES .
Lender's address is
1199 North Fairfax St. Ste.500, Alexandria, VA 22314
(D) "Trustee" is
ReconTrust Company, N.A
225 West Hillcrest Dr., MSN TO-02, Thousand Oaks91360
(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. (F) "Note" means the promissory note signed by Borrower and dated JUNE 27, 2007. The Note states that Borrower owes Lender.
ONE MILLION and 00/100 Dollars (U.S. \$1,000,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 01, 2037 . (G) "Property" means the property that is described below under the heading "Transfer of Rights in the
Property." (H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest. (I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
X Adjustable Rate Rider X Condominium Rider Second Home Rider Balloon Rider Planned Unit Development Rider 1-4 Family Rider VA Rider Biweekly Payment Rider X Other(s) [specify] LEGAL DESCRIPTION
(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

- (K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (M) "Escrow Items" means those items that are described in Section 3.
- (N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii)

-6A(CA) (0207) CHL (08/05) Page 2 of 16 Form 3005 1/01

DOC ID #: 00016993733006007

conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

- (O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of SAN FRANCISCO:

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: 3730-183 which currently has the address of

1150 FOLSOM STREET #6, SAN FRANCISCO

[Street/City]

California 94103-3970 ("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including,

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but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

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CHL (08/05)

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item. Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

RECORDING REQUESTED BY: WHEN RECORDED MAIL TO: RECONTRUST COMPANY 1800 Tapo Canyon Rd., CA6-914-01-94 SIMI VALLEY, CA 93063

Attn: Irma garny TS No. 10-0155524 Title Order No. 100729778 San Francisco Assessor-Recorder
Phil Ting, Assessor-Recorder
DOC— 2010—J092223—00
Check Number 4818
Wednesday, DEC 01, 2010 13:57:51
Ttl Pd \$20.00 Rcpt # 0004043020
REEL K280 IMAGE 0880

N

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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 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 \$62,305.66, as of 12/01/2010 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 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 mortgages 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 mortgages may mutually agree in writing prior to the time the notice of 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). APN 3730-183

1150 Folsom St. Unit 6

Sam Francisco. CA 94103

TS No. 10-0155524

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:

BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP C/O BAC Home Loans Servicing, LP 400 National way SIMI VALLEY, CA 93065 FORECLOSURE DEPARTMENT (800) 669-6650

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: RECONTRUST COMPANY, N.A., is acting as an agent for the Beneficiary under a Deed of Trust dated 06/27/2007, executed by NARMINA GASANBEK, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as beneficiary recorded 07/31/2007, as Instrument No. 2007-1429486-00 (or Book, Page) of Official Records in the Office of the County Recorder of San Francisco County, California.

Said obligation including ONE NOTE FOR THE ORIGINAL sum of \$ 1,000,000.00. 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: FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 09/01/2009 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, TOGETHER WITH ALL LATE CHARGES; PLUS ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEYS' FEES. IN ADDITION, THE ENTIRE PRINCIPAL AMOUNT WILL BECOME DUE ON 08/01/2037 AS A RESULT OF THE MATURITY OF THE OBLIGATION ON THAT DATE.

TS No. 10-0155524

That by reason thereof, the present beneficiary under such deed of trust has executed and delivered to RECONTRUST COMPANY, N.A. 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.

If required by the provisions of Section 2923.5 of the California Civil Code, the declaration from the mortgagee, beneficiary or authorized agent is attached to the Notice of Default duly recorded with the appropriate County Recorder's office.

Dated: December 01, 2010

RECONTRUST COMPANY, N.A., as agent for the Beneficiary By: LSI Title Company, a California corporation, as Agent

Authorized Signature

S. Culterrez

Agen +

LS! TITLE COMPANY, AS AGENT



Narmina Gasanbek 1150 Folsom St Unit 6 San Francisco, CA 94103 Notice Date: October 7, 2010

Äccount No.: 169937330

Property Address: 1150 Folsom Street: 6 San Francisco, CA 94103

CALIFORNIA DECLARATION

I, Chrutphu Kardolph MTG Servicing Specialist I of BAC Home Loans Servicing, LP, declare under penalty of perjury, under the laws of the State of California; that the following is true and correct:					
Bank of America					
has contacted the borrower to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure,					
☑ tried with due diligence to contact the borrower in accordance with California Civil Code Section 2923.5, or					
verified that the borrower has surrendered the property.					
has evidence and reasonably believes that 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 to avoid their contractual obligations to beneficiaries.					
has confirmed that the borrower(s) filed for bankruptcy and the proceedings have not been finalized to wit, there is no order on the court's docket closing or dismissing the bankruptcy case.					
The provisions of California Civil Code §2923.5 do not apply because State Reason.					
October 7, 2010 Adduon, TV					
Com					
lame of Signor					

CA-DECLARATIONS BESILIPSOS 8/27/2008

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RECORDING REQUESTED BY:
RECONTRUST COMPANY
AND WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENTS TO:
RECONTRUST COMPANY
1800 Tapo Canyon Rd., CA6-914-01-94
SIMI VALLEY. CA 93063

San Francisco Assessor-Recorder
Phil Ting, Assessor-Recorder
DOC- 2010-J096352-00
Check Number 4842
Thursday, DEC 09, 2010 10:41:45
Ttl Pd \$11.00 Rcpt # 0004047769
REEL K286 IMAGE 0301

TS No. 10-0155524

9778

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CORPORATION ASSIGNMENT OF DEED OF TRUST/MORTGAGE

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY GRANTS, ASSIGNS AND TRANSFER TO:

BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP

ALL BENEFICIAL INTEREST UNDER THAT CERTAIN DEED OF TRUST DATED 06/27/2007, EXECUTED BY: NARMINA GASANBEK, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, TRUSTOR: TO RECONTRUST COMPANY, N.A., TRUSTEE AND RECORDED AS INSTRUMENT NO. 2007-1429486-00 ON 07/31/2007, OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE OF SAN FRANCISCO COUNTY, IN THE STATE OF CALIFORNIA.

DESCRIBING THE LAND THEREIN: AS MORE FULLLY DESCRIBED IN SAID DEED OF TRUST

TOGETHER WITH THE NOTE OR NOTES THEREIN DESCRIBED OR REFERRED TO, THE MONEY DUE AND TO BECOME DUE THEREON WITH INTEREST, AND ALL RIGHTS ACCRUED OR TO ACCRUE UNDER SAID DEED OF TRUST/MORTGAGE.

DATED: DEC 0 1 2010

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

State of:	CALIFORNIA)	BY:	2	DEC 06	2010		
County of:	VENTURA)		, Assistant Secretar				
On DEC 9 6 2018 before me, Newly VIUAUCENCIO, notary public, personally appeared T.Sevillano, who proved to me on the basis of satisfactory evidence to be the								
person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.								

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signaturo

(Seal)

KENNY VILLAVICENCIO Commission # 1900876 Notary Public - California Ventura County by Comm. Expires Aug 22, 201

VILLAYCE

LENNY



Form asgnmnt (01/09)

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RECORDING REQUESTED BY:

RECONTRUST COMPANY

AND WHEN RECORDED MAIL DOCUMENT

AND TAX STATEMENTS TO:

RECONTRUST COMPANY 1800 Tapo Canyon Rd., CA6-914-01-94 SIMI VALLEY, CA 93063

100729778 TS No. 10-0155524 San Francisco Assessor-Recorder
Phil Ting, Assessor-Recorder
DOC-2011-J161089-00
Check Number 2183
Monday, APR 11, 2011 10:07:15
Ttl Pd \$11.00 Rcpt # 0004121930
REEL K371 IMAGE 0172
REEL K371 IMAGE 0172

~1

APN: 25-3730-183.-01

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CORPORATION ASSIGNMENT OF DEED OF TRUST/MORTGAGE

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY GRANTS, ASSIGNS AND TRANSFER TO:

HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE MERRILL LYNCH MORTGAGE INVESTORS, INC., MORTGAGE PASS-THROUGH CERTIFICATES, MANA SERIES 2007-OAR5

ALL BENEFICIAL INTEREST UNDER THAT CERTAIN DEED OF TRUST DATED 06/27/2007, EXECUTED BY: NARMINA GASANBEK, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, TRUSTOR: TO RECONTRUST COMPANY, N.A, TRUSTEE AND RECORDED AS INSTRUMENT NO. 2007-1429486-00 ON 07/31/2007, OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE OF SAN FRANCISCO COUNTY, IN THE STATE OF CALIFORNIA.

DESCRIBING THE LAND THEREIN: AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST

TOGETHER WITH THE NOTE OR NOTES THEREIN DESCRIBED OR REFERRED TO, THE MONEY DUE AND TO BECOME DUE THEREON WITH INTEREST, AND ALL RIGHTS ACCRUED OR TO ACCRUE UNDER SAID DEED OF TRUST/MORTGAGE.

DATED: Documber 01, 2010

APR 0 6 2011

BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP

BY

APR 0 6 7011

Christina Balandran, Assistant Secretary

State of: California)

County of: Ventura)

On before me, K. Mercado , notary public, personally appeared Christina Balandran, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature K. Marcado (Seal)



RICORDING REQUESTED BY:
RECONTRUST COMPANY
1800 Tapo Canyon Rd., CA6-914-01-94
SIMI VALLEY, CA 93063

WHEN RECORDED MAIL TO: RECONTRUST COMPANY 1800 Tapo Canyon Rd., CA6-914-01-94 SIMI VALLEY, CA 93063 TS No. 10-0155524 Title Order No. 100729778

San Francisco Assessor-Recorder
Phil Ting Assessor-Recorder

DOC-2011-J145767-00

Check Number 9453

Monday, MAR 07, 2011 09:54:41

Ttl Pd \$11.00 Rcpt # 0004103971 REEL K346 IMAGE 0202

par/AB/1-2

APN No. 25-3730 -183 -01

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 06/27/2007. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

Notice is hereby given that RECONTRUST COMPANY, N.A., as duly appointed trustee pursuant to the Deed of Trust executed by NARMINA GASANBEK, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, dated 06/27/2007 and recorded 07/31/2007, as Instrument No. 2007-1429486-00, in Book, Page of Official Records in the office of the County Recorder of SAN FRANCISCO County, State of California, will sell on 03/30/2011 at 02:00 PM, At the Van Ness Avenue entrance to the San Francisco City Hall, 400 Van Ness Avenue, San Francisco

at public auction, to the highest bidder for cash or check as described below, payable in full at time of sale, all right, title, and interest conveyed to and now held by it under said Deed of Trust, in the property situated in said County and State and as more fully described in the above referenced Deed of Trust. The street address and other common designation, if any, of the real property described above is purported to be: 1150 FOLSOM STREET #6, SAN FRANCISCO, CA 94103-3970. The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

The total amount of the unpaid balance with interest thereon of the obligation secured by the property to be sold plus reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$1,167,071.81. It is possible that at the time of sale the opening bid may be less than the total indebtedness due.

In addition to cash, the Trustee will accept cashier's checks drawn on a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state.

Said sale will be made, in an "AS IS" condition, but without covenant or warranty, express or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided, and the unpaid principal of the Note secured by said Deed of Trust with interest thereon as provided in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust.

If required by the provisions of Section 2923.5 of the California Civil Code, the declaration from the mortgagee, beneficiary or authorized agent is attached to the Notice of Trustee's Sale duly recorded with the appropriate County Recorder's office.

RECONTRUST COMPANY, N.A.

1800 Tapo Canyon Rd., CA6-914-01-94

SIMI VALLEY, CA 93063

Phone/Sale Information: (800) 281-8219

MAR 0 3 2011

Susana Gonzalez, Authorized Soner

RECONTRUST COMPANY, N.A. is a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.



To: ReconTrust Company, N.A. 1800 Tapo Canyon Rd. Simi Valley, CA 93063

DECLARATION OF EXEMPTION PURSUANT TO CAL. CIV. CODE 2923.54

I, Rhonda L Weston, Vice President of BAC Home Loans Servicing, LP ("Lender/Servicer") declare on behalf of Lender/Servicer under penalty of perjury, and under the laws of the State of California, that Lender/Servicer's business records maintained in the ordinary course of business reflect the following is true and correct:

BAC Home Loans Servicing, LP has obtained from the Commissioner of Corporations a final order of exemption pursuant to Cal. Civ. Code Section 2923.53 that is current and valid on the date the accompanying Notice of Sale is filed.

AND

Date

The timeframe for giving Notice of Sale specified in subdivision (a) of Cal. Civ. Code Section 2923.52 does not apply pursuant to Section 2923.52(b).

Rhonda July from
(Signature) Rhonda L Weston, Vice President

(2/15/10

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RECORDING REQUESTED BY:
RECONTRUST COMPANY
AND WHEN RECORDED MAIL TO:
RECONTRUST COMPANY

1800 Tapo Canyon Rd., CA6-914-01-94 SIMI VALLEY, CA 93063

Forward Tax Statements to Address listed above



1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS No. 10-0155524 Title Order No. 100729778

"This instrument is being recorded as an ACCCRMODATION ONLY, with no Representation as to its effect upon title"

TRUSTEE'S DEED UPON SALE

1150 Folsom St #6

APN#

25-3730 -183 -01

TRANSFER TAX: S

The Grantee herein was the beneficiary

The amount of the unpaid debt was \$ 1,223,666.63

The amount paid by the Grantee was \$ 731,250.00

The property is in the city of SAN FRANCISCO, County of SAN FRANCISCO

RECONTRUST COMPANY, N.A., as the duly appointed Trustee (or successor Trustee or substituted Trustee), under a Deed of Trust referred to below, and herein called "Trustee", does hereby grant without covenant or warranty to:

HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE MERRILL LYNCH MORTGAGE INVESTORS, INC,. MORTGAGE PASS-THROUGH CERTIFICATES, MANA SERIES 2007-OAR5

herein called Grantee, the following described real property situated in SAN FRANCISCO County, California:

SEE ATTACHED LEGAL DESCRIPTION

This conveyance is made pursuant to the powers conferred upon Trustee by the Deed of Trust executed by NARMINA GASANBEK, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, as Trustor, recorded on 07/31/2007, Instrument Number 2007-1429486-00 (or Book, Page) Official Records in the Office of the County Recorder of SAN FRANCISCO County.

All requirements of law regarding the recording and mailing of copies of the Notice of Default and Election to Sell, and the recording, mailing, posting, and publication of the Notice of Trustee's Sale have been complied with.

TS No. 10-0155524

Title Order No. 100729778

Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its power under said Deed of Trust sold said real property at public auction on 03/30/2011. Grantee, being highest bidder at said sale became the purchaser of said property for the amount bid, which amount was \$731,250.00.

DΛΊ	ΓΕ: <u>March 30, 2</u>		RECONTRUST COMPA	INY, N.A.
	APR	0 6 2011		
			BY: Christina Balandran, A	APR 0 6 2011 ssistant Secretary
State	e of California	}		
Cou	nty of Ventura	}		
is/ar capa	e subscribed to with	in instrument and act y his/her/their signatu	K. Mercado , notary public to me on the basis of satisfactory evidence knowledged to me that he/she/they execute ure(s) on the instrument the person(s), or the content of the person of	ed the same in his/her/their authorized
	ertify under PENAL TNESS my hand and		nder the laws of the State of California tha	t the foregoing paragraph is true and correct.
Si	gnature	KN	(Scal)	K. MERCADO Commission # 1818170 Notary Public - California Ventura County My Comm. Expires Oct 18, 2012

EXHIBIT A

LEGAL DESCRIPTION

REF. NO. 10-0165524

PARCEL A:

CONDOMINIUM UNIT NO. 6, LOT NO. 183, AS SHOWN UPON THE CONDOMINIUM MAP AND DIAGRAMMATIC FLOOR PLAN ENTITLED "MAP OF 1150 FOLSOM STREET, A LIVEWORK CONDOMINIUM PROJECT", WHICH WAS FILED FOR RECORD ON OCTOBER 13, 2000, IN CONDOMINIUM MAP BOOK 65, AT PAGES 35 TO 38, INCLUSIVE, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA (REFERRED TO HEREIN AS "THE MAP"), AND AS FURTHER DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF 1150 FOLSOM STREET, A CONDOMINIUM PROJECT RECORDED ON NOVEMBER 13, 2000, IN BOOK H763, PAGE 420 AND FOLLOWING, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA (REFERRED TO HEREIN AS "THE DECLARATION").

EXCEPTING AND RESERVING THEREFROM, ANY PORTION OF THE COMMON AREA LYING WITHIN SAID UNIT.

ALSO EXCEPTING AND RESERVING THEREFROM:

- (A) EASEMENTS THROUGH SAID UNIT, APPURTENANT TO THE COMMON AREA AND ALL OTHER UNITS, FOR SUPPORT AND REPAIR OF THE COMMON AREA AND ALL OTHER UNITS.
- (B) EASEMENTS, APPURTENANT TO THE COMMON AREA FOR ENCROACHMENT UPON THE AIR SPACE OF THE UNIT BY THOSE PORTIONS OF THE COMMON AREA LOCATED WITHIN THE UNIT.

PARCEL B:

AN UNDIVIDED 12.23 INTEREST IN AND TO THE COMMON AREA AS SHOWN ON THE MAP AND DEFINED IN THE DECLARATION, EXCEPTING THEREFROM THE FOLLOWING:

- (A) EXCLUSIVE EASEMENTS, OTHER THAN THOSE SHOWN IN PARCEL "C" HEREIN, AS SHOWN ON THE MAP AND EXCEPTING BY GRANTOR TO UNITS FOR USE AS DEFINED IN THE DECLARATION; AND
- (B) NON-EXCLUSIVE EASEMENTS APPURTENANT TO ALL UNITS FOR INGRESS AND EGRESS, SUPPORT, REPAIR AND MAINTENANCE.

PARCEL C:

THE FOLLOWING EASEMENTS APPURTENANT TO PARCEL A ABOVE AS SET FORTH AND DEFINED IN THE DECLARATION.

- (A) THE EXCLUSIVE EASEMENT TO USE THE PARKING AREA(S) DESIGNATED AS P-6 ON THE MAP.
- (B) THE EXCLUSIVE EASEMENT TO USE THE DECK AREA(S) DESIGNATED AS D-6 ON THE MAP.

ORDER NO: 100729778

PARCEL D:

A NON-EXCLUSIVE EASEMENT APPURTENANT TO PARCEL A ABOVE FOR SUPPORT. REPAIR AND MAINTENANCE, AND FOR INGRESS AND EGRESS THROUGH THE COMMON AREA IN ACCORDANCE WITH CALIFORNIA CIVIL CODE 1361(A).

PARCEL E:

ENCROACHMENT EASEMENTS APPURTENANT TO THE UNIT IN ACCORDANCE WITH THE PROVISIONS OF THE DECLARATION.