

Print This Form

RECORDING REQUESTED BY
MTKTCAPITAL Corp

WHEN RECORDED MAIL TO

Name MTKTCAPITAL Corp
Street
Address 1503 S. Coast Dr., Suite 202
City & Costa Mesa, CA 92626
State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TITLE ORDER NO.
LOAN NO.

T.S. NO.
OTHER REF.

**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 \$11,604.15 as of 12/02/2024 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 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 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:

Name of Beneficiary or Mortgagee:
MTKTCAPITAL Corp.
Phone:
(424)-295-6175

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: MTKTCAPITAL Corp.

is duly appointed Trustee under a Deed of Trust dated 03/15/2024
Giau Le

executed by

in favor of MTKTCAPITAL Corp.

as Trustor, to secure certain obligations

,as beneficiary,

recorded 04/15/2024 as instrument no. 20240415000109540 in book page

of Official Records in the Office of the Recorder of Shelby

County, Alabama, describing the land therein as:

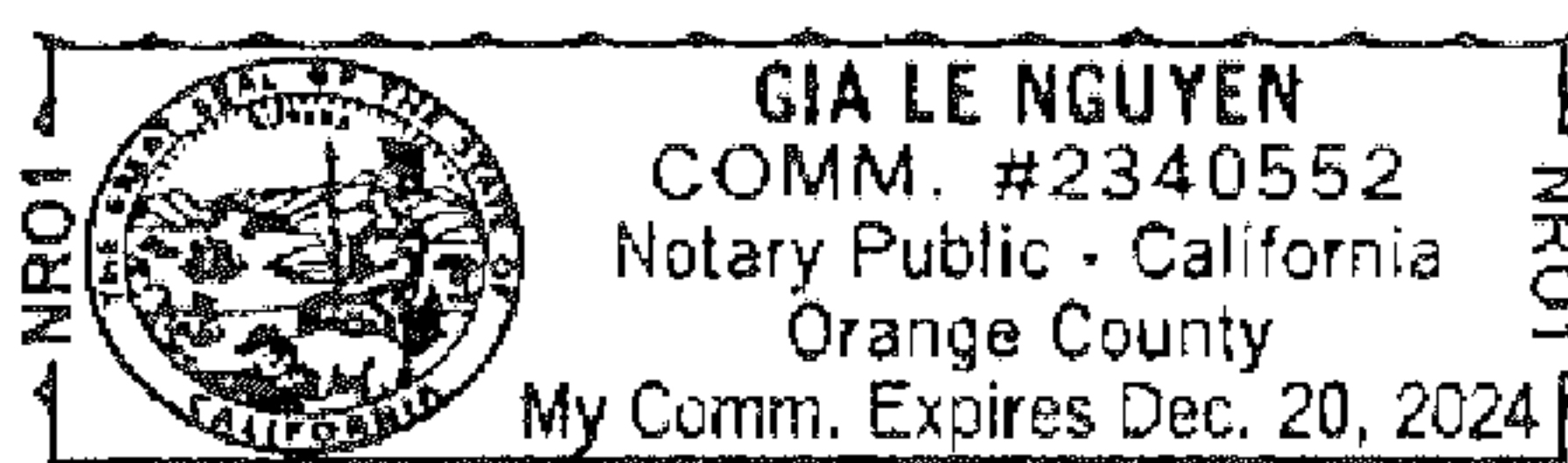
See Exhibit "A"

The Property Address is: 5591 Surrey Ln #5593 Birmingham, AL 35242

said obligations including all legal and recovery fees note(s) for the Deed of Trust sum of \$20,020.00

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: October 2nd, 2024. We are in the process to list your property for sale with the Power of Sale authority under the Deed of Trust Dated 03/15/2024

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 obligations secured thereby.



Dated 12/03/2024


Kevin Tran, MTKTCAPITAL Corp.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A.P.N.: **106130001010001**

The street address of the Property is the legal description is below:

District: 01 City, Municipality, Township: COUNTY Sec/Twn/Rng/Mer: SEC 13 TWN 19S RNG 02W Brief

**Description: COM SW COR SE1/4 NW1/4 N668.86 E685.32 TO POB CONT E136.89 SE94.25 SW212.5 S25 W75
CURVE NLY91.44 NW224.3 TO POB**



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 01/28/2025 10:05:24 AM
 \$31.00 JOANN
 20250128000025970

Allen S. Bayl

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On December 3rd, 2024 before me, GIA LE NGUYEN,
 (here insert name and title of the officer)

personally appeared KEVIN TRAN

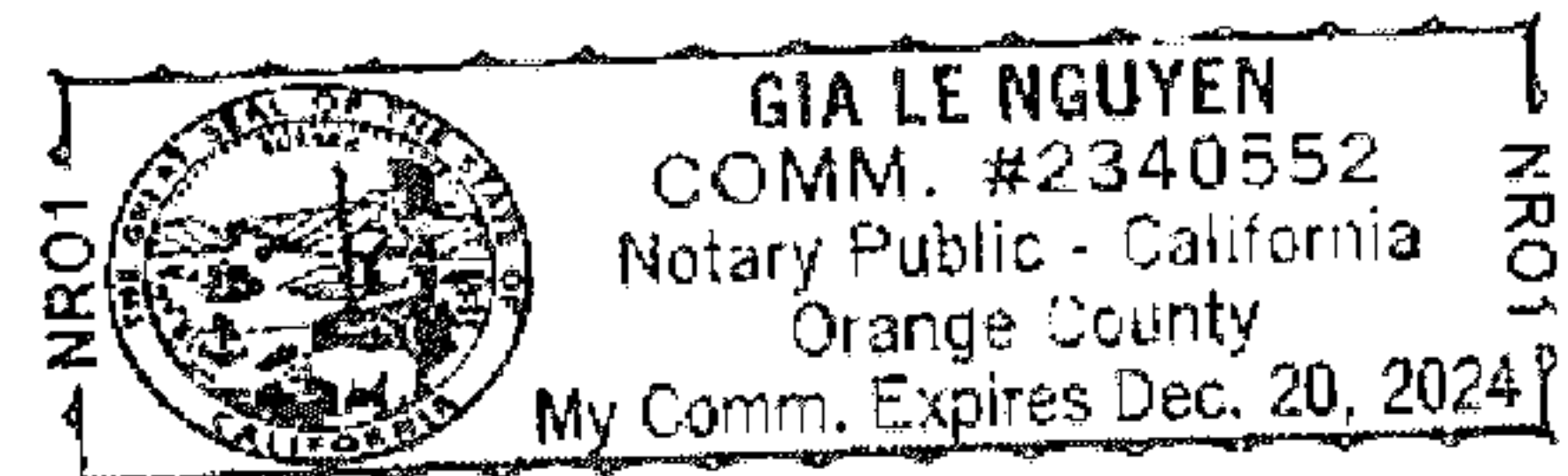
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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

[Signature]



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of NOTICE OF DEFAULT

AND ELECTION TO SELL UNDER DEED OF TRUST
 containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____

☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
 Name(s) of Person(s) or Entity(ies) Signer is Representing

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

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