

WHEN RECORDED MAIL TO:
Atlantic and Pacific Foreclosure Services, LLC
P.O. Box 16245
Irvine, California 92623-6245

1012310
APN: 1320-30-211-059
TS No.: 2008-00471
Loan No.: 1000987285

080015309



The undersigned hereby affirms that there is no Social Security number contained in this document.

**NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE
SELL OF REAL PROPERTY UNDER DEED OF TRUST**

NOTICE IS HEREBY GIVEN THAT: Atlantic & Pacific Foreclosure Services, LLC is the duly appointed Trustee under a Deed of Trust dated 2/21/2005, executed by MICHAEL J GARCIA and MARY B GARCIA HUSBAND AND WIFE AS JOINT TENANTS, as trustor in favor of BEST RATE FNDING CORP., recorded 3/2/2005, under instrument no. 2005x0638001, in book , page , Rerecorded on 06/22/07 as Instrument No. 0703685 of Official Records in the office of the County recorder of Douglas, County, Nevada securing, among other obligations.

One Note for the Original sum of \$361,000.00, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by the undersigned; that a breach of and default in the obligations for which such Deed of Trust is security has occurred or that payment has not been made of:

Installment of Principal and Interest plus impounds and/or advances which became due on 6/1/2008 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 the 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.

NOTICE

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the Payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. Where reinstatement is possible, if the default is not cured within 35 days following recording and mailing of this Notice to Trustor or Trustor's successor in interest, the right of reinstatement will terminate and the property may thereafter be sold. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and Sale.

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To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

1610 E. St. Andrews Pl.
Santa Ana, CA 92705
C/O Atlantic and Pacific Foreclosure Services, LLC
P.O. Box 16245
Irvine, California 92623-6245
Phone: (888) 313-1969

Dated: 10/13/2008

Atlantic & Pacific Foreclosure Services, LLC by LSI
Title Company, as agent

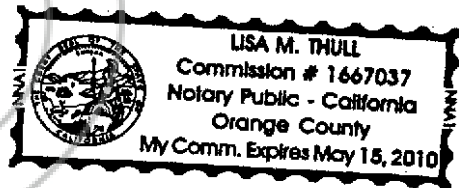
By: *[Signature]*

State of California } ss
County of Orange }

On Oct 13, 2008 before me, Lisa M Thull Notary Public, personally appeared Nancy Ballardares personally known to me (or 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.

WITNESS my hand and official seal.

Signature: *[Signature]* (Seal)



BK-1008
PG-2269