



2007-0074509

Recording Requested By
and When Recorded Mail To:

Recorded	REC FEE	21.00
Official Records	CONFIRMED COPY	1.00
County of		
Santa Barbara		
Joseph E. Holland		

Alliance Default Services
209 Kearny Street, 2nd Floor
San Francisco, California 94108
Trustee's Sale Number 45778JW

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-----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 \$23,212,963.83 as of October 12, 2007 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:

**DBCGLL, a Delaware limited liability company
c/o Alliance Default Services
209 Kearny Street, Second Floor
San Francisco, California 94108
{415} 263-4300**

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 default has been declared by current beneficiary (the "Beneficiary") under that certain Deed of Trust, Assignment of Rents and Security Agreement (the "Deed of Trust"), dated as of March 31, 2006, executed by Michael J. Jackson, as trustor, to secure obligations in favor of DBCGLL, a Delaware limited liability company, as beneficiary, recorded April 14, 2006, as Instrument Number 2006-0029252 of Official Records in the office of the County Recorder of Santa Barbara County, California, as modified by that certain Modification of Deed of Trust and Other Loan Documents (the "Loan Modification") by and between Michael J. Jackson and DBCGLL, a Delaware limited liability company, dated as of October 19, 2006 and recorded on

October 26, 2006, as Instrument Number 2006-0083932 in the office of the County Recorder of Santa Barbara County, California, and that the Deed of Trust and the Loan Modification, together with any further modifications thereto, are, from time to time herein, collectively referred to as the "Trust Deed", and that

The Trust Deed encumbers certain property more particularly described therein (the "Trust Property"), and that

The Trust Deed secures the payment of and the performance of certain obligations, including, but not limited to, the obligations set forth in (i) that certain Amended and Restated Secured Promissory Note Due October 12, 2007, dated as of October 19, 2006, with a face amount of \$23,000,000.00 (together with any modifications thereto, the "Note"); and (ii) that certain Loan and Security Agreement by and between Michael J. Jackson and DBG, LLC, a Delaware limited liability company, dated as of March 31, 2006 (the "Loan Agreement"), and modified by the Loan Modification, and that

The Note, the Loan Agreement, and the Loan Modification, together with any further modifications thereto, may, from time to time herein, be collectively referred to as the "Secured Obligations", and that

The term "Trustor" as used herein shall mean either the above original trustor under the Deed of Trust or, if applicable, its successor in interest with respect to the Trust Property, and that

The term "Trustee" as used herein shall mean the original trustee under the Deed of Trust or, if applicable, its successors in interest, and that

A breach of, and default in, the obligations for which the Trust Deed is security has occurred in that the Trustor has failed to perform obligations pursuant to or under the Secured Obligations and/or the Trust Deed, specifically: failed to pay the balance of the principal sum which became due on the Maturity Date, as that term is defined in the Secured Obligations, together with interest due thereon; failed to pay interest at the default rate which became due pursuant to the terms and conditions of the Secured Obligations; failed to pay attorneys' fees and expenses incurred by the Beneficiary in connection with the Trust Deed, the Secured Obligations, the Trustor and/or the Trust Property; and that

The Trustor has failed, or shall hereafter fail, to pay all other and subsequent interest and/or principal together with late charges and/or default interest and/or any and all other obligations and indebtedness as may become due under the terms of or under the Secured Obligations and/or Trust Deed and

not performed and/or paid including, without limitation, reimbursement to the Beneficiary and/or the Trustee of any of the following fees, costs and expenses heretofore or hereafter incurred, suffered or paid by the Beneficiary and/or the Trustee in connection with the Secured Obligations and/or Trust Deed, the Trustor or the Trust Property:

- 1. attorney's fees and costs including, without limitation, those incurred in connection with foreclosure of the Trust Deed, appointment of a receiver with respect to the Trust Property, litigation over the amount, validity, enforcement or priority of the Secured Obligations and/or Trust Deed, or commencement of an action or proceeding for relief from any bankruptcy court or other judicial or administrative stay, order or injunction, and all other such matters;**
- 2. real and/or personal property taxes, or payments under or with respect to prior or junior liens or encumbrances, insurance premiums and all other such matters;**
- 3. protection, preservation, repairs, restoration or completion of the Trust Property, and all other such matters;**
- 4. compliance with any applicable laws, regulations or orders, and all other such matters;**
- 5. Trustee's fees, trustee's sale guarantee premiums, and other foreclosure costs, and all other such matters; and that**


It is the intention of the Beneficiary to include herein all delinquent sums or obligations now or hereafter secured by and under the Trust Deed, whether presently known or unknown, and whether or not specifically set forth herein, and that

Beneficiary hereby elects to conduct a unified foreclosure sale pursuant to the provisions of California Commercial Code Section 9604(a)(1)(B)(ii) and to include in the non-judicial foreclosure of the estate described in this Notice of Default and Election to Sell Under Trust Deed all of the personal property and fixtures described in the Trust Deed and in any other instruments in favor of Beneficiary. Beneficiary reserves the right to revoke its election as to some or all of said personal property and/or fixtures, or to add additional personal property and/or fixtures to the election herein expressed, at Beneficiary's sole election, from time to time and at any time until the consummation of the trustee's sale to be conducted pursuant to the Trust Deed and this Notice of Default and Election to Sell Under Deed of Trust, and that

By reason of the above defaults, the Beneficiary has declared all sums secured by the Trust Deed immediately due and payable and has elected and does hereby elect to cause the Trust Property to be sold in an "as-is" condition toward satisfaction of the obligations secured thereby.

Dated: October 16, 2007

**Alliance Default Services,
Agent for the Beneficiary**

By: 
Meegon Covey, Authorized Signature

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