# 2017-010173-0

Recording Dist: 301 - Anchorage 3/20/2017 08:40 AM Pages: 1 of 6





# DO NOT DETACH

THIS COVER SHEET HAS BEEN ADDED TO THIS DOCUMENT BY:
FIDELITY TITLE AGENCY OF ALASKA
TO PROVIDE SPACE FOR RECORDING DATA.

THIS COVER SHEET APPEARS AS THE FIRST PAGE OF THE DOCUMENT IN THE OFFICIAL PUBLIC RECORDS.

This Notice of Default, originally recorded March 20, 2017 at Reception No. 2017-010158-0, is being re-recorded to include the recording information for the substitution of trustee.

Return Recorded Document to: LANDYE BENNETT BLUMSTEIN LLP 701 W. 8th Avenue, Ste. 1200 Anchorage, AK 99501 Order No. F-63222

FTAA

# NOTICE OF DEFAULT AND DEED OF TRUST AND ALASKA UNIFORM COMMERCIAL CODE PERSONAL PROPERTY FORECLOSURE SALES

Fidelity Title Agency of Alaska, as substitute trustee for United Title Guaranty, recorded March 20, 2017as Instrument No. 2017-010157-0, now gives notice of default under the deed of trust executed by Marita Ellen Allen, Trustor, in favor of Alaska Housing Finance Corporation, Beneficiary, recorded on November 8, 2013 at Instrument No. 2013-062331-0, in the Anchorage Recording District, Third Judicial District, State of Alaska encumbering the following property:

### Real Property Subject to the Deed of Trust

Lot 60, Block 6, CHUGACH FOOTHILLS ADD. NO. 1, according to the official plat thereof, filed under Plat Number 76-108, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

(the real property and the permanent improvements thereon are collectively referred to as the "Real Property" OR THE "Premises").

The address of the property is 8651 Kushtaka Circle, Anchorage, AK 99504.

Alaska Housing Finance Corporation, Beneficiary/Secured Party, now gives notice of default pursuant to AS 45.29.601 under the Deed of Trust and Fixture Filing executed by Marita Ellen Allen as Debtor/Trustor, recorded on November 8, 2013 at Instrument No. 2013-062331-0, and perfected by a recorded UCC Financing Statement on November 8, 2013 at Instrument No. 2013-769783-5 encumbering the following personal property:

## Personal Property Subject to the Fixture Filing

All building fixtures and building improvements and appurtenances now or hereafter erected thereon, such as apparatus, equipment, fixtures, and articles used to supply heat, gas, air conditioning, water, light, power, refrigeration, and ventilation, and other similar property now or hereafter used, or procured for use in connection with the buildings, structures, or improvements, and any and all alterations, replacements, and additions to any such buildings, structures,

or improvements, and in addition, all personal property owned by the Debtor, wherever located, including all equipment, inventory, goods, fixtures, accounts, deposit accounts, letter-of-credit rights, rents, security deposits, contract rights (including but not limited to all contract rights to the payment of money and all contracts relating to the construction of improvements or repairs to any structures), instruments, investment property, documents, chattel paper, insurance claims and proceeds, and general intangibles, whether now owned or existing or hereafter created or acquired by the Debtor which relate to the Real Property, the improvements thereon, or the Debtor's operation involving the Real Property, all as more specifically described in Schedule A attached hereto and made a part hereof,

all to the extent such items are in existence as of the date of sale (the "Personal Property").

Trustor is in default as payment of the Promissory Note is two months or more past due and late charges are also past due in the amount of \$726.34.

The amount due and owing by Trustor to the Beneficiary as of March 20, 2017 is \$262,540.20, which includes \$247,712.04 in principal, \$4,009.00 in interest from December 1, 2016, \$726.34 in late charges, \$3,087.26 in escrow reserve, \$4,161.56 AHFC prepayment premium, \$120.00 recording costs, \$50.00 UCC search, \$1,074.00 for a Trustee's Sale Guarantee and \$1,600.00 attorney fees. This balance will continue to accrue interest at a rate in accordance with the Note until the time of sale. Other charges, as allowed under the loan documents, may also accrue until the time of sale.

Beneficiary/Secured Party now gives notice and its intent to sell the Personal Property by public disposition in conjunction with the sale of the Real Property.

YOU ARE NOTIFIED that Fidelity Title Agency of Alaska, Trustee, by demand of beneficiary, hereby elects to sell the real property described above to satisfy the obligations secured thereby at an auction sale to be held on June 27, 2017, in the main lobby of the Boney Courthouse at 303 K Street, Anchorage, Alaska. The sale may be held with other sales as Trustee may conduct which shall begin at 10:00 a.m. and continue until complete.

YOU ARE FURTHER NOTIFIED that the Personal Property described above will be sold by Beneficiary/Secured Party at a public auction sale in accordance with the Deed of Trust and Fixture Filing at the same time and place and on the same terms as the sale of the Real Property by the Trustee. Bids for the Real Property will be solicited first by the Trustee, bids for the Personal Property only will be solicited second by Beneficiary/Secured Party, bids for both the Real Property and the Personal Property will be solicited third by both the Trustee and Beneficiary/Secured Party, respectively. All sales are conditional; the bid or combination of bids from a qualified bidder or bidders that generate the most sale proceeds will be accepted by the Trustee and Beneficiary/Secured Party, respectively. Beneficiary/Secured Party reserves the right to bid by offset all or a



portion of its debt secured by the Real Property and/or the Personal Property at the sale.

YOU ARE FURTHER NOTIFIED that Beneficiary/Secured Party disclaims any and all warranties, express or implied, including without limitation any warranty of quality, content, condition, merchantability or fitness for a particular purpose. Buyer is purchasing the goods in reliance upon his personal inspection and knowledge of the goods. All goods are sold "AS IS, WHERE IS." There is no warranty relating to the physical condition or location of the goods, title, possession, quiet enjoyment or the like in this disposition.

Payment must be made at the time of sale in cash or by cashier's check. Beneficiary/Secured Party is not providing any financing for bids as part of the sale of Personal Property. Title to the Real Property and improvements will be conveyed by Trustee's Quitclaim Deed. Within ten days after confirming receipt of payment of the purchase price, Beneficiary/Secured Party will provide to the buyer a Quitclaim Bill of Sale for the Personal Property. Both deeds are without warranties of title or condition of any nature or kind as set forth above. Upon request, Beneficiary/Secured Party also will provide to the buyer a transfer statement in accordance with AS 45.29.619. Upon request, a copy of the bill of sale and transfer statement forms will be provided to bidders before the sale. Possession and risk of loss of the goods will transfer immediately upon receipt of payment. It is the buyer's responsibility to remove, insure and otherwise deal with the goods after sale.

YOU ARE FURTHER NOTIFIED that if default has arisen by failure to make payments required under the Promissory Note and/or the deed of trust, the default may be cured and this sale terminated if (1) payment of the sum then in default, other than principal that would not then be due if default had not occurred, and attorneys and other foreclosure fees and costs actually incurred by the beneficiary and trustee due to the default is made at any time before the sale date stated in this notice or to which the sale is postponed, and (2) when notice of default has been recorded two or more times previously under the same deed of trust described and the default has been cured, the trustee does not elect to refuse payment and continue the sale. To determine the current amount required to be paid to cure the default and reinstate the payment terms of the Promissory Note, you may call (907) 777-3447 or send an e-mail to dsteger@fnbalaska.com.

Inspection of the Real Property and the Personal Property may also be arranged by contacting Ms. Steger at the telephone number above at least five business days before the sale. The terms and conditions of the sale of the personal property are also available by contacting Dianne Wamhoff at (907) 276-5152.

Dated this 20th day of March, 2017

Fidelity Title Agency of Alaska, Trustee

By: 10 10 Its: Chief Title Officer

#### STATE OF ALASKA

THIRD JUDICIAL DISTRICT

88.

The foregoing instrument was acknowledged before me this 20th day of March, 2017, by Houard Hancolk, known to be the Chief Title of Fidelity Title Agency of Alaska, an Alaska corporation, on behalf of the corporation.

STATE OF ALASKA
NOTARY PUBLIC
S. NELSON
My Commission Expires Aug. 1, 2020.

Notary Public for Alaska
My commission expires: 8-1-20

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#### SCHEDULE A

Debtor:

MARITA ELLEN ALLEN

Secured Party:

ALASKA HOUSING FINANCE CORPORATION

This is Schedule A to that certain UCC financing statement naming Marita Eilen Allen as Debtor and Alaska Housing Finance Corporation as Secured Party, the terms of which UCC financing statement are incorporated herein by this reference, The Financing Statement covers the following types (or items) of property located at the following real property and the improvements thereon (the "Real Property"):

Lot Sixty (60), Block Six (6), CHUGACH FOOTHILLS ADD. NO. 1, according to the official plat thereof, filed under Plat No. 76-108, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

- 1. All property located on the Real Property, including all buildings and appurtenances added or hereafter eracted thereon and all building fixtures and building improvements and appurtenances now or hereafter eracted thereon, such as apparatus, aquipment, fixtures, and articles used to supply heat, gas, air conditioning, water, light, power, refrigeration, and ventilation, and other similar property now or hereafter used, or procured for use in connection with the buildings, structures, or improvements, and any and all alterations, replacements, and additions to any such buildings, structures, or improvements:
- 2. All personal property owned by the Debtor, wherever located, including all equipment, inventory, goods, fixtures, accounts, deposit accounts, letter-of-credit rights, rents, security deposits, contract rights (including but not limited to all contract rights to the payment of money and all contracts relating to the construction of improvements or repairs to any structures), instruments, investment property, documents, chattel paper, insurance claims and proceeds, and general intangibles, whether now owned or existing or hereafter created or acquired by the Debtor and relating to the Real Property, the improvements thereon, or the Debtor's operations at the Real Property;
- All compensation, awards, damages, rights of action and proceeds, including the proceeds of any related policies of insurance arising out of or relating to a taking or damaging of the Real Property or improvements by reason of any public or private improvements, condemnation proceeding (including change of grade), or fire, earthquake, or other casualty;
- 4. All right, title and interest of the Debtor as lessor in and under all leases now or hereafter affecting the Real Property including, without limitation, all rents, issues, security deposits, and profits therefrom; and
- All proceeds of 1 through 4.

1:\Docs\35981172\Schedule A For UCC Decuments.Docx

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