



Return Recorded Document to:

LANDYE BENNETT BLUMSTEIN LLP
701 W. 8th Avenue, Ste. 1200
Anchorage, AK 99501
Order No. F-64853

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

Fidelity Title Agency of Alaska, Trustee, now gives notice of default under the deed of trust executed by Garcia Investment Group, LLC, Trustor, in favor of First National Bank Alaska, Beneficiary, recorded on May 1, 2014 at Instrument No. 2014-016187-0, in the Anchorage Recording District, Third Judicial District, State of Alaska encumbering the following property:

Real Property Subject to the Deed of Trust

Lot 2A, Block 24A, ORIGINAL ANCHORAGE TOWNSITE, according to the official plat thereof, filed under Plat Number 72-68, 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 420 and 440 W. 3rd Avenue, Anchorage, AK 99503.

First National Bank Alaska, Beneficiary/Secured Party, now gives notice of default pursuant to AS 45.29.601 under the Deed of Trust and Security Agreement executed by Garcia Investment Group, LLC as Trustor, recorded on May 1, 2014 at Instrument No. 2014-016187-0 encumbering the following personal property:

Personal Property Subject to the Security Agreement

All Fixtures; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and other accounts proceeds),

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

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.

Trustor is in default as payment of the Promissory Note is three months or more past due and late charges are also past due in the amount of \$3,791.26.

The amount due and owing by Trustor to the Beneficiary as of August 7, 2017 is \$660,375.79, which includes \$641,050.10 in principal, \$6,639.90 in interest from June 21, 2017, \$3,791.26 in late charges, \$40.21 fee balance, \$3,267.32 escrow reserve, \$2,217.00 for a Trustee's Sale Guarantee, \$60.00 recording costs and \$3,310.00 attorney fees. This balance will continue to accrue interest after August 7, 2017 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.

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 November 7, 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 Security Agreement 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

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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 7th day of August, 2017

Fidelity Title Agency of Alaska,
Trustee

By: Leslie Plikat

Its: COO

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

The foregoing instrument was acknowledged before me this 7th day of August, 2017, by Leslie Plikat, known to be the COO of Fidelity Title Agency of Alaska, an Alaska corporation, on behalf of the corporation.



[Signature]
Notary Public for Alaska
My commission expires: 10-31-2020

