

**NOTICE OF DEFAULT AND SALE
(DEED OF TRUST FORECLOSURE)**

This document has serious legal consequences. Please read it carefully and consult your attorney with any questions.

Trustee: First American Title
Trustor: Michelle L. Carter
Beneficiary: Kenai Gravel Products, LLC

NOTICE IS HEREBY GIVEN that this Deed of Trust was recorded on March 5, 2014 under serial number 2014-001589-0, in the Kenai Recording District, Third Judicial District, State of Alaska, describing:

Lot 75A, PRINCESS LAKE ESTATES 2011 REPLAT, according to the official plat thereof, filed under Plat Number 2011-90, Records of the Kenai Recording District, Third Judicial District, State of Alaska.

A breach of the obligation secured by the Deed of Trust has occurred in that Trustor(s) has failed to pay when due the principal and interest owing Beneficiary pursuant to the terms of said promissory note and/or failed to pay real property taxes when due as required by the Deed of Trust.

By reason of said breach, the Beneficiary has declared all sums secured by said Deed of Trust to be immediately due and payable. There is now owed and unpaid the following (as of December 28, 2016,):

\$24,842.84	principal balance
\$ 1,409.05	interest accrued, 6.9%, through 11/07/2016 (Escrow termination date)
\$ 177.26	interest, 6.9% at per diem rate of \$4.6963, from 11/15/2016 thru 12/28/2016 (53 days)
\$ 595.00	late charges
\$ 102.00	foreclosure costs to date
\$ 500.00	foreclosure fees to date

\$27,626.15 total amount currently due.

The amount due will increase hereafter by the amount of interest incurred at 6.9% per annum after 12/28/2016 (currently \$4.6964 per diem), and by future late charges, foreclosure fees and/or foreclosure costs, and by any sums properly advanced or expended under the terms of the Deed of Trust with interest as therein provided.

WHEREFORE, upon demand of the Beneficiary, the Trustee hereby elects to sell the property at public auction and to the highest and best bidder for cash and lawful money of the United State of America, payable at the time of sale upon closing of bids to satisfy the above-mentioned indebtedness, together with any interest which may hereafter accrue, together with all sums properly advanced or expended under the terms of said Deed of Trust, and together will all necessary expenses incurred.

In this Notice, “cash” means currency of the United States, United States Post Office money orders, or cashier’s checks issued by a bank having a branch in the state of Alaska. Beneficiary shall have the right to bid by offset without cash in an amount not greater than the balance owed on the obligation at the time of sale including all sums expended by Beneficiary and Trustee under the Deed of Trust, with interest thereon. Except for said offset bid, no one will be permitted to bid until the person conducting the sale for the trustee has verified that the prospective bidder has “cash” funds (as defined above) equal to their bid amount, on hand at the time of the sale.

WHEREFORE, the above-describe real property will be sold at public auction in the main lobby of the Kenai Courthouse, Third Judicial District Courthouse in Kenai, located at 125 Trading Bay Drive, Kenai, Alaska 99611, on the ____ day of January, 2017 at the hour of 11:00 a.m. Beneficiary will have the right to make an offset bid without cash in an amount equal to the balance owed on the obligation at the time of sale, including all sums expended by Beneficiary and Trustee under the Deed of Trust, with interest thereon, and further including all other sums then secured thereby.

Conditions of reinstatement: If the default has arisen by failure to make payments required by the trust deed, the default may be cured and the foreclosure terminated if (1) at any time before the sale date stated herein or a date to which the sale is postponed, payment is made of the sum then in default, other than principal that would not be due if the default had not occurred, plus attorney and other foreclosure fees and costs actually incurred by the beneficiary and trustee due to the default, and (2) if the trustee does not elect to refuse payment and proceed with the sale if the recording of a notice of default and a reinstatement have occurred two or more times previously under the trust deed described above.

Direct inquiries to the Law Offices of Ehrhardt, Kelley & Cooley, Attn: Sean B. Kelley, at 215 Fidalgo Avenue, Suite 201, Kenai, Alaska 99611, (907) 283-2876.

NOTICE PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. SECTION 1692

1. The amount of the debt is stated in the Notice of Default and Sale attached hereto (“Notice of Default”) and is owed to the Beneficiary named in the Notice of Default.
2. Upon written request, the name and address of the original creditor will be provided if the debt has been assigned.
3. The debt described in the Notice of Default will be assumed to be valid unless the debtor, within thirty days after receipt of the Notice of Default, disputes the validity of the debt or some portion thereof in writing to the law firm named below.
4. If the debtor notifies the law firm in writing within thirty days of receipt of the Notice of Default that the debt or any portion of it is disputed, verification of the debt will be mailed to the debtor. However, notwithstanding the fact that the debtor may dispute or request verification of the debt or any portion thereof, the Beneficiary and the Trustee fully reserve all rights and remedies against the debtor, including but not limited to those under the pertinent loan documents and applicable law.
5. This notice and the Notice of Default constitute an attempt to collect a debt for purposes of the Fair Debt Collection Practices Act, and any information obtained in response will be used for that purpose.
6. Written requests, if any, should be addressed to: Law Offices of Ehrhardt, Kelley & Cooley, at 215 Fidalgo Ave., Suite 201, Kenai, Alaska 99611.

After Recording Return To:

Law Offices of Ehrhardt , Kelley & Cooley
215 Fidalgo Ave., Ste 201,
216 Kenai, AK 99611