

**NOTICE OF DEFAULT - SALE OF REAL PROPERTY**

A foreclosure sale will be held **JULY 6, 2018** at 11:30 AM at a public auction together with other sales the Trustee or its representative may conduct at the main front door of the Courthouse Building at 435 S. Denali St., Palmer, AK on the Deed of Trust recorded in the Seldovia Recording District, State of Alaska on October 16, 2009, in Document No. 2009-000166-0, and 1st Deed of Trust Amendment recorded August 13, 2010 in Document No. 2010-000105-0, 2nd Deed of Trust Amendment recorded January 24, 2011 in Document No. 2011-000010-0 and 3rd Deed of Trust Amendment recorded August 10, 2011 in Document No. 2011-000145-0 as a lien against the following real property: Lot 5, Block 46, East Addition to Townsite of Seldovia, according to Plat No. 66-28, located in the Seldovia Recording District, Third Judicial District, State of Alaska, address of 169 Augustine North Ave., Seldovia, AK. Trustors: **WILLIAM C. IVY** has breached the obligation for which the Deed of Trust is security: failure to make payments when due as required. Present Beneficiary is James L. Baum, is owed principal amount of \$195,908.64, plus accrued interest at 15% per annum from December 4, 2012, plus late charges in accordance with the Note. Together with all sums properly advanced or expended under the terms of said Deed of Trust. Additional interest, late fees, expenses of foreclosure and sale, including protecting the property, may be incurred and added to the total owing to the beneficiary. In addition to the real property, the obligation is secured by all existing or subsequently erected or affixed buildings, improvements and fixture of every kind and nature located on the above real estate. The property will be sold "as is" without representations or warranties as to their condition, title, conduct of the foreclosure, or any other matter. Notice is hereby given that Beneficiary reserves the right to accept partial payments up to the sale date; however, Beneficiaries also reserve the right to require full payment of all arrearages to stop foreclosure proceedings. The Trustee elects to sell the real property for cash to the highest bidder at public auction to satisfy all indebtedness, together with any interest and all necessary costs and expenses. Trustee will require bidders to pay cash or its equivalent at the time of sale. Beneficiary will have the right to make an offset bid at sale without cash. Trustee may postpone the sale for any reason, including facilitating the bidding process. If the default has arisen by failure to make payments required by the Deed of Trust and Deed of Trust Note, the default may be cured and the foreclosure sale may be 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 due in default, other than the 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 reinstatement and recording of a notice of default have occurred two or more times previously under the same Deed of Trust described above and if the trustee does not elect to refuse payment of all the sums then due in default, will not proceed with the sale.

Dated *[Signature]*

Kachemak Bay Title Agency, Inc., as Substitute Trustee

By: *C. M. Hought*
Its: *Vice-President***FAIR DEBT COLLECTION PRACTICES ACT**

The principle balance of the debt is \$195,908.64, plus accrued interest at 15% per annum from December 4, 2012 of \$178,008.48, late charges of \$2,200.00, plus attorney fees, if any, and all costs of foreclosure, for the purposes of this notice is \$3,200.00 for a total amount due as of April 4, 2018 is \$379,317.12, along with any other advances/charges that may be due. The total amount due after April 4, 2018, may be greater. The creditor to whom the debt is owed is James L. Baum. Unless within 30 days after the receipt of this notice you dispute the debt or any portion of it, we will assume the debt to be valid. If you notify us in writing within 30 days after receipt of this notice that you dispute the debt or any part of it, we will obtain verification of the debt and mail it to you. This dispute will not delay the collection process, and all rights and remedies against you are reserved. If you request in writing within 30 days after receipt of this notice, we will provide you with the name and address of the original creditor, if different from the current creditor.

To determine the amount required to be paid to cure the default:

Address requests to and RETURN TO: Escrow Services & Foreclosures 189 E. Nelson Ave., #227, Wasilla, AK 99654 No. 907-373-7779