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2017-003525-0

Recording Dist: 309 - Homer

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EQUIVEST MORTGAGE INCOME)
 TRUST, INC.,)
)
 Beneficiary,)
)
 MICHAEL N. NELSON and)
 VALERIE J. NELSON,)
)
 Trustors,)
)
 SAMUEL WAKEFIELD and)
 LINDA SUE WAKEFIELD,)
)
 Current owners.)

FATIC #0229-2945237

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

FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee (by substitution) under that certain Deed of Trust dated May 10, 1994, executed by MICHAEL N. NELSON and VALERIE J. NELSON, as Trustor(s), for the benefit of CLOYD T. MOSER and ERWIN N. MOSER, Beneficiary(s)*, recorded July 5, 1994, in Book 234 at Page 726, records of the Homer Recording District, Third Judicial District, State of Alaska, and which deed of trust conveyed unto said Trustee, in trust, certain real property described as:

**Tracts 3 and 44, STARISKI CREEK ACRES, NO. 2,
according to the official plat thereof filed under Plat
No. 74-697, records of the Homer Recording District,
Third Judicial District, State of Alaska.**

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Street addr: 67870 Tall Tree Road, Anchor Point, AK 99556

*assigned to EQUIVEST MORTGAGE INCOME TRUST, INC., by instruments recorded at R/N 2005-000311-0 and 2006-004274-0.

and which deed of trust was given by said Trustor(s) to secure the obligations therein contained and as contained in that certain promissory note executed by Trustor and made payable to Beneficiary in the principal face amount of \$18,000.00, dated May 10, 1994,

HEREBY GIVES NOTICE that a breach of and default in the obligations for which the Deed of Trust is security has occurred in that Trustor has failed to pay when due the principal and interest owing to Beneficiary pursuant to the terms of said promissory note and failed to pay real property taxes when due as required by the Deed of Trust.

1. 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 September 28, 2017):

\$ 14,855.34	principal
1,066.33	interest, 10.0%, from 01/09/2017 thru 09/28/2017 (262 days)
0.00	late charges (n/a)
1,375.00	foreclosure fees to date
540.00	foreclosure costs to date
<u>0.00</u>	advances by beneficiary
\$ 17,836.67	total amount currently due

The amount due will increase hereafter by the amount of interest incurred at 10% per annum after 09/28/2017 (currently \$4.07 per diem), and by future 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 the demand of the Beneficiary, the Trustee hereby elects to sell the above-described real property at public auction to the highest and best bidder for cash and lawful money of the United States of America, payable at the time

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of 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 with 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 Anchorage, 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(s), 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. **The parcels (Tracts 3 and 44) will be auctioned in bulk and separately, with the actual sale being made to the party(s) making the highest aggregate bid.**

WHEREFORE, the above-described real property will be sold at public auction in the main lobby of the Boney State Courthouse, 303 K Street, Anchorage, Alaska, on the 25th day of January, 2018, at the hour of 11:00 a.m.

If the default has arisen by failure to make payments required by the trust deed, the default may be cured and the sale under this section terminated if:

- (1) payment of the sum then in default, other than the principal that would not then be due if default had not occurred, and attorney 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 the notice of default or to which the sale is postponed; and
- (2) when notice of default has been recorded two or more times previously under the same trust deed and the default has been cured under AS 34.20.070(b), the trustee does not elect to refuse payment and continue the sale.

Direct inquiries to the Law Office of James H. McCollum, LLC, at 1130 W. 6th Avenue, Suite 100, Anchorage, Alaska 99501, ph. 907-770-7773.

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DATED this 24 day of October, 2017.

FIRST AMERICAN TITLE INSURANCE
COMPANY

By: Krista Larson
Its: Authorized Signer

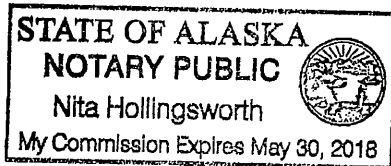
STATE OF ALASKA

)
) ss.
)

THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on this 24 day of October, 2017, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came Krista Larson to me known to be the Authorized Signer of FIRST AMERICAN TITLE INSURANCE COMPANY, and acknowledged to me that s/he signed the foregoing instrument as the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and being authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.



[Signature]
Notary Public in and for Alaska
My commission expires: _____

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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 Office of James H. McCollum, LLC, at 1130 W. 6th Avenue, Suite 100, Anchorage, Alaska 99501.

After recording return to:

Law Office of James H. McCollum, LLC
1130 W. 6th Avenue, Suite 100
Anchorage, AK 99501

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