



NOTICE OF DEFAULT AND SALE
UNDER DEED OF TRUST FORECLOSURE

Josiah Fisher assignee of David D. Amundson,)
)
Beneficiary,)
)
First American Title Insurance Company)
Substitute Trustee for Land Title Company)
of Alaska, Inc.,)
)
Substitute Trustee,)
)
Scott McCracken,)
)
Trustor.)

3027060

A default has occurred under a Deed of Trust wherein Scott McCracken is Trustor, Josiah Fisher, as Assignee, is Beneficiary, and where First American Title Insurance Company is Substitute Trustee.

1. The Deed of Trust is dated May 15, 1998 and was recorded May 22, 1998, in the Aleutian Islands Recording District, Third Judicial District, State of Alaska, at Book 47 Page 302 describing the following real property:

Lot 9, CREEKSIDE ESTATES, AMUNDSON ADDITION NO. 2 SUBDIVISION, according to the official plat thereof, field under Plat Number 98-2, Records of the Aleutian Islands Recording District, Third Judicial District, State of Alaska.

Having a street address of NHN Choate Lane, Unalaska, AK 99685.

2. Trustor, Scott McCracken, has breached and defaulted in the obligations for which the Deed of Trust is security by failing to make the required payments due under the Promissory Note. There is now owed and unpaid the following (as of October 4, 2018):

\$5,422.43	principal
425.81	interest, 10% through October 4, 2018
1,643.40	advances by beneficiary
1,320.00	foreclosure fees to date
<u>253.45</u>	foreclosure costs to date
\$9,065.09	

The balance due will continue to accrue interest at the rate of 10% per annum after October 4, 2018, (\$1.49 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.

3. The Trustee has elected to sell the property, for cash, to the highest bidder at public auction inside the main front entrance of the Boney Courthouse in Anchorage, Alaska, located at 303 K Street on FEB 20, 2019, at 10:00 a.m. Cash means U.S. currency or cashier's check drawn on a bank having a branch in the Third Judicial District, or U.S. Postal Service Money Order. The proceeds of said sale will be used to pay the costs of this foreclosure, including reasonable attorney's fees and to satisfy all amounts due under the note unless the note, together with fees and costs, are brought current by the Trustor prior to the date of sale, as described herein. The Beneficiary may bid at the sale and may enter an offset bid in the amount due under the Deed of Trust Note, plus costs of foreclosure, including attorney's fees.

4. **Conditions of Reinstatement.** If the default has arisen by failure to make payments required by the Deed of Trust, 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 Deed of Trust described above.

DATED this 16 day of November, 2018.

First American Title Insurance Company



By: Kristi A. Larson

Its: Authorized Signatory

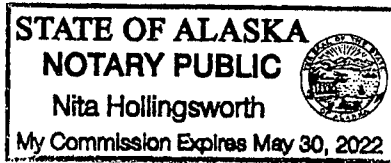


CORPORATE ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

This is to certify that on this 16 day of November, 2018 before me, the undersigned, a Notary Public in and for the state of Alaska, duly commissioned and sworn, personally appeared Kristi A. Larson, to me known and known to me to be the Authorized Signatory of First American Title Insurance Company, and known to me to be the individual who executed the above and foregoing instrument on behalf of the corporation herein named, and she acknowledged to me that she signed the same as the free and voluntary act of said corporation, with full authority to do so and with full knowledge of its contents, for the uses and purposes therein mentioned.

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



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

Fair Debt Collection Practices Act Statement. The purpose of this document is to collect a debt. Any information obtained will be used for that purpose. There is now due and owing and unpaid under the Note the principal sum of \$5,422.43, interest at the rate of 10% percent per annum through December 4, 2018, in the amount of 425.81, costs by beneficiary \$1,643.40, together with all sums properly advanced or expended under the terms of said Deed of Trust. Unless within 30 days after 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 within 30 days after receipt of this notice that you dispute the debt or any part of it and do so in writing, we will obtain verification of the debt and mail it to you. If you request it 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. Requests may be submitted to Jermain, Dunnagan & Owens, P.C., Attention: Gary C. Sleeper, 3000 A Street, Suite 300, Anchorage, Alaska 99503, telephone (907) 563-8844, fax (907) 563-7322.

RECORD IN THE ALEUTIAN ISLAND RECORDING DISTRICT

After recording return to:

Gary C. Sleeper, Esq.
Jermain Dunnagan & Owens, P.C.
3000 A Street, Suite 300
Anchorage, AK 99503

(00793767) Notice of Default and Sale
Under Deed of Trust Foreclosure - Page 3

