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2008-002819-0

Recording Dist: 102 - Ketchikan  
7/18/2008 10:22 AM Pages: 1 of 4



Site File  
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LPKCF

After Recording Return to:  
Ketchikan Gateway Borough  
Borough Attorney's Office  
344 Front Street  
Ketchikan, AK 99901

RECEIVED

JUL 21 2008

Environmental  
Cleanup Office

37347

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

ALASKA ESCROW & TITLE INSURANCE AGENCY, INC., as Present Trustee,  
under the Deed of Trust described as:

Trustor:	Renaissance Ketchikan Group, LLC
Trustee:	Alaska Escrow & Title Insurance Agency, Inc.
Beneficiary:	Ketchikan Gateway Borough
Amount:	\$9,000,000.00
Date:	May 1, 2006
Recorded:	May 2, 2006 at 10:43 A.M.
Document No.:	2006-001754-0

covering the property located in the Ketchikan Recording District, First Judicial District,  
State of Alaska, described as:

**PARCEL NO. 1:**

U. S. Survey 3400, Ketchikan Recording District, First Judicial District, State of Alaska.

(Said parcel is identified as Parcel No. B-34 by the Ketchikan Gateway Borough.)

**PARCEL NO. 2:**

U. S. Survey 3401, Ketchikan Recording District, First Judicial District, State of Alaska.

(Said parcel is identified as Parcel No. B-33 by the Ketchikan Gateway Borough.)

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Karen-  
Thanks for  
letting me  
review. I don't  
think we need  
to take any  
action. You can  
file it. -Kelly

**PARCEL NO. 3:**

That portion of U.S. Survey 1056, lying northerly of the northerly boundary line of North Tongass Highway, Ketchikan Recording District, First Judicial District, State of Alaska, EXCEPTING THEREFROM: That certain portion thereof conveyed to Eugene Wacker and Lillian Wacker, his wife, by Warranty Deed recorded January 27, 1950 in Volume "W" of Deeds at Page 154;

ALSO EXCEPTING THEREFROM: That certain portion conveyed to Ivan Crawford and Meta Crawford, his wife, by Warranty Deed recorded January 7, 1952 in Book "Y" of Deeds at Page 153.

ALSO EXCEPTING THEREFROM: That certain portion thereof, more particularly described as follows: Beginning at a point on the North boundary line of North Tongass Highway distance of S 0°25' E 1,360.64 feet from Corner No. 3 of U.S. Survey 1056; thence N 0°25' W 699.51 feet to a corner marked as C-11 K.P. Co.; thence East 539.72 feet to a corner marked C-10 K.P. Co.; thence South 300 feet to a corner marked C-9 K.P. Co.; thence in an easterly direction 17.56 feet to a point on the Northerly boundary line of North Tongass Highway, being a corner marked as C-8 K.P. Co; thence in a Southwesterly direction along the existing boundary of North Tongass Highway to the point of beginning.

(Said parcel is identified as Parcel No. B-31 by the Ketchikan Gateway Borough.)

**PARCEL NO. 4:**

That certain portion of U.S. Survey 2923, Ketchikan Recording District, First Judicial District, State of Alaska, more particularly described as follows: Beginning at the northerly corner of the Crawford Tract, otherwise known as Corner No. 2 of U.S. Survey 2923; thence S 55°45' E along the northeasterly boundary of the Crawford Tract, a distance of 863.37 feet; thence S 89°33' W a distance of 709.81 feet, more or less, to a point on the westerly boundary of the Crawford Tract; thence N 0°27' W along the westerly boundary of the Crawford Tract a distance of 491.50 feet, more or less, to the point of beginning.

(Said parcel is identified as Parcel No. B-32 by the Ketchikan Gateway Borough.)

**PARCEL NO. 5:**

Lot 1 of the Dawson Point Subdivision of U.S. Survey 1993, Lot 2B, Tract B, U.S. Survey 1923 and an unnamed portion of U.S. Survey 1923, according to the plat thereof filed November 28, 2000 as Plat No. 2000-73, Ketchikan Recording District, First Judicial District, State of Alaska.

(Said parcel is identified as Parcel No. B-8 by the Ketchikan Gateway Borough.)

**PARCEL NO. 6:**

Lot 1, **Gateway Subdivision**, within U.S. Survey 1056 (H.E.S. 55), according to the plat thereof filed August 14, 2000 as Plat No. 2000-41, Ketchikan Recording District, First Judicial District, State of Alaska.

**PARCEL NO. 7:**

Lots 2 and 3, Tract 3005 of the Ward Cove-West Replat of Lot 3, Gateway Subdivision (Plat 2000-41), a portion of U.S. Survey 1862, U.S. Survey 1706, the unsubdivided remainder of U.S. Survey 1754 and a portion of Alaska Tidelands Survey No. 1, according to the plat thereof filed March 24, 2006 as Plat No. 2006-10, Ketchikan Recording District, First Judicial District, State of Alaska.

**PARCEL NO. 8:**

Lot 1A, Block 4, of the Ward Cove-West Replat of Lots 1-16, inclusive, Block 4, U.S. Survey 1754, according to the plat thereof filed March 24, 2006 as Plat No. 2006-10, Ketchikan Recording District, First Judicial District, State of Alaska.

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**PARCEL NO. 9:**

Township 74 South, Range 90 East, Copper River Meridian, Alaska, Section 34: Lot 1, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management in Anchorage, Alaska on January 28, 2003, and officially filed on March 3, 2003, Ketchikan Recording District, First Judicial District, State of Alaska.

hereby gives notice that breach of the obligations for which such Deed of Trust is security has occurred, consisting of the failure of the above-named Trustor to satisfy a certain indebtedness, the payment of which is secured by said Deed of Trust. The amount due and owing by Trustor to Beneficiaries is principal in the amount of \$9,000,000.00, and accrued interest through June 30, 2008, is \$1,006,882.28 plus costs, fees, and attorneys fees and such other costs and fees as may be due under the Deed of Trust. Interest continues to accrue at \$1,084.93 per day. Interest to run until the day of sale at \$1,084.93 per day. The Trustee hereby elects to sell the real property for cash to satisfy all indebtedness, together with any interest and all necessary costs and expenses.

Sale shall be held at public auction at the Alaska State Court Building, 415 Main Street, Ketchikan, Alaska, on October 23, 2008 at 10:00 a.m.

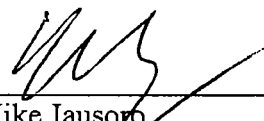
Payment must be made at the time of sale in cash or by cashier's check. Beneficiary may enter a credit offset bid consisting of sums due it under the Deed of Trust and note.

Further, in consideration of and as a condition to receiving conveyance of any and all of the foregoing parcels, any successful bidder must execute the Acceptance and Agreement to be Bound which will be included upon the Trustee's Deed for such parcel(s). The full text of said Acceptance and Agreement to Be Bound is available from the Borough Clerk, Ketchikan Gateway Borough, 344 Front Street, Ketchikan, Alaska 99901. In summary, by such Acceptance and Agreement to be Bound, the successful bidder affirmatively accepts and agrees to be bound, with respect to the subject parcel(s), by the terms of the Agreement dated July 14, 2003, by and between the Ketchikan Gateway Borough (which is Beneficiary under the subject Deed of Trust), Ketchikan Pulp Company and Gateway Forest Products. Such Agreement is also available from the Borough Clerk, and, in addition, was recorded in the Ketchikan Recording District at 11:11 a.m. July 16<sup>th</sup>, 2008 as document 2008-002806-0.

For additional information contact Scott Brandt-Erichsen at the Borough Attorney's Office 228-6635.

Dated this 18<sup>th</sup> day of July, 2008.

ALASKA ESCROW & TITLE INSURANCE AGENCY, INC.

By   
Mike Jausoro  
Vice President



ACKNOWLEDGEMENT

STATE OF ALASKA

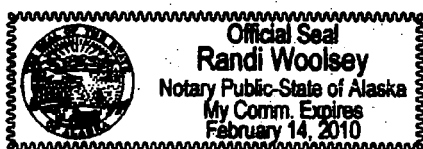
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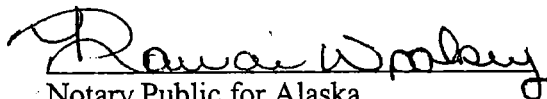
) ss:

FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 18<sup>th</sup> day of July, 2008, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Mike Jausoro, to me known to be the Vice President of ALASKA ESCROW AND TITLE INSURANCE AGENCY, INC., a corporation, the corporation which executed the above and foregoing instrument; and who on oath stated that she was duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporate seal thereof; and who acknowledged to me that she signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.



  
Notary Public for Alaska  
Commission expires: 2/14/2010

