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IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT AT KENAI

MICHAEL DEHLBOM,)	
)	
Plaintiff,)	
)	
vs.)	
)	
)	
TOWNSEND A. TATTERSON III,)	Case No. 3KN-16- <u>000198CI</u>
)	
Defendant.)	
_____)	

NOTICE TO DEFENDANT TOWNSEND A. TATTERSON III

TO TOWNSEND A. TATTERSON III, DEFENDANT:

YOU ARE HEREBY SUMMONED and required to file with the Court a written Answer to the Complaint filed in this case. Your Answer must be filed with the Court at: 125 Trading Bay Drive, Suite 100, Kenai, AK 99611 not less than twenty (20) days after personal service or not less than thirty (30) days after the last date of publication of this notice. In addition, a copy of your Answer must be sent to the Plaintiff's attorneys, Molloy Schmidt LLC, 110 S. Willow St., Suite 101, Kenai, AK 99611.

If you fail to file your written Answer within the time required, a default judgment may be entered against you for the relief requested in the Complaint.

The Plaintiff, MICHAEL DEHLBOM, brings an action against you for damages for your default and material breach of the Agreement To Sell Personal Property by failing to make the monthly installment payments of **\$1,760.00** including interest due to Plaintiff for the payments due July 15, 2015 and all subsequent monthly installment payments, and to enforce his lien against the personal property. The personal property is described in the Agreement, Exhibit 1 to the Complaint, and includes:

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One (1) 1993 Peregrine Cabin Cruiser vessel, HIN #PER300008E993, U.S. Coast Guard Official No. 993632, and other property sold with that vessel;

One (1) 10 foot inflatable raft with one (1) Evinrude 4hp outboard engine; and

One (1) Hi-Tech Marine trailer, VIN # 1N9BB35398P223079.

The Plaintiff, MICHAEL DEHLBOM, has requested a judgment against Defendant TATTERSON for damages in the principal amount of **\$95,047.00** as of June 19, 2015, plus pre-judgment interest at the contract rate of 10% per year, plus damages in the amount of of **\$1,300.00** for satisfaction of the mechanic's lien, plus damages in any other amounts necessary to satisfy any other liens claimed by third parties, plus reasonable expenses, including the cost of insurance and payment of taxes or other charges, incurred in the custody, preservation, use, maintenance and repairs, or operation of the collateral, plus reasonable expenses of collection and enforcement, including reasonable attorney fees and legal expenses incurred by the secured party pursuant to AS 45.29.607 and .615, plus litigations costs, plus post-judgment interest at the contract rate of 10% per year, or in the alternative, if Plaintiff DEHLBOM elects to proceed as a secured party in possession of some of the collateral to sell the collateral in possession through non-judicial procedures at either a private or public sale, and there is a deficiency, then for a deficiency judgment against Defendant TATTERSON, plus attorney's fees, litigations costs, and pre-judgment and post-judgment interest at the contract rate of 10% per year.

CLERK OF COURT,

DATE: 4/20/2016

Denise D. Chappell
Deputy Clerk

