Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Van Geer Enterprises, LLC.	**License Number:**	12002		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	VAN GEER ENTERPRISES, LLC				
Physical Address:	7411 W. Dean Drive				
City:	Wasilla	**State:**	AK	**Zip Code:**	99623
Designated Licensee:	Cameron Van Ryn				
Email Address:	tightropemedia@mtaonline.net				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

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STATE OF ALASKA

Attached Items:	Please find for filing: - Respone to protest received. Thank You,

OFFICE USE ONLY					
Received Date:		Payment Submitted Y/N:		Transaction #:	

LANCE CHRISTIAN WELLS
Law Offices of Lance Christian Wells, LLC.
733 West 4th Avenue, Suite 308
Anchorage, AK. 99501
www.LanceCWells.com
lwells@gci.net

Phone 907-274-9696 **Fax 907-277-9859**

February 24, 2017 Hand Courier Delivery

Ms. Sara Chambers
Acting Director
Alcohol and Marijuana Control Office
550 W. 7th, Suite 1600
Anchorage, AK. 99501

RE: Van Geer Enterprises, LLC.
License Number 12002
Response to Protest Received

Dear Ms. Chambers:

I am in receipt of the protest filed by Sherry Dianne Cornelison as to my client's application for a limited cultivation license within the Mat-Su Borough. Specifically, Ms. Cornelison raises three concerns:

1. Plat No. 76-59 is for residential use only;
2. Property value and sales will fall and lastly;
3. Raise in crime rate.

In response to each of the above, it should first be pointed out the property in which Van Geer Enterprises ,LLC., is located is on a separate plat from that of the complainant. Specifically Plat 71-88. This is a non-restricted use plat which does not limit the use of the land to residential use only. Commercial use is allowed. See attached plat maps and title report prepared by Stewart Title of Alaska.

This property meets all off-set provisions and SOA statutory requirements. No Mat-Su Borough Special Land use Permit is required as this is a limited cultivation. All statutory and regulatory requirements to allow this facility have been met and satisfied.

Secondly, Van Geer Enterprises, LLC, has invested a substantial sum of money in in bringing this piece of property up to SOA compliance regulations for this permitting process. Furthermore, there has been no correlations shown much less demonstrated by the complainant that property values will fall as a result of a limited cultivation facility

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within the area. In fact, had a requirement not have been for placing the advertisement within the local newspaper, no one would have known it was to be there. This limited cultivation facility is not something that is advertised or publicized and there is no signage. Furthermore, a perceived drop in sales or home values is not a legal justification in which to deny the applicant's license.

Lastly, all can agree that no one desires to see a rise in crime. This facility will utilize state of the art alarm systems, 24/7 monitoring with video surveillance, door alarms and perimeter alarms. In short, it is believed this facility will be more secure and protected than most homes and businesses within this area. Video surveillance will also provide coverage of the street access area as well, capturing video of motorists as they drive up and down the road. Should something happen outside of the facility, most likely it will be caught on tape and will be shared with law enforcement members.

In closing, the protest should be denied. No basis in law or fact has been shown must less demonstrated to deny the license application of Van Geer Enterprises, LLC. Should you have any questions or request additional information, please do not hesitate to contact me at the above number or address. Thank you for your time and attention to this matter.

Sincerely yours,
Law Offices of Lance C. Wells, LLC.

Lance C. Wells, Esq.

cc: Client

Enclosure

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DEC Plot Maps
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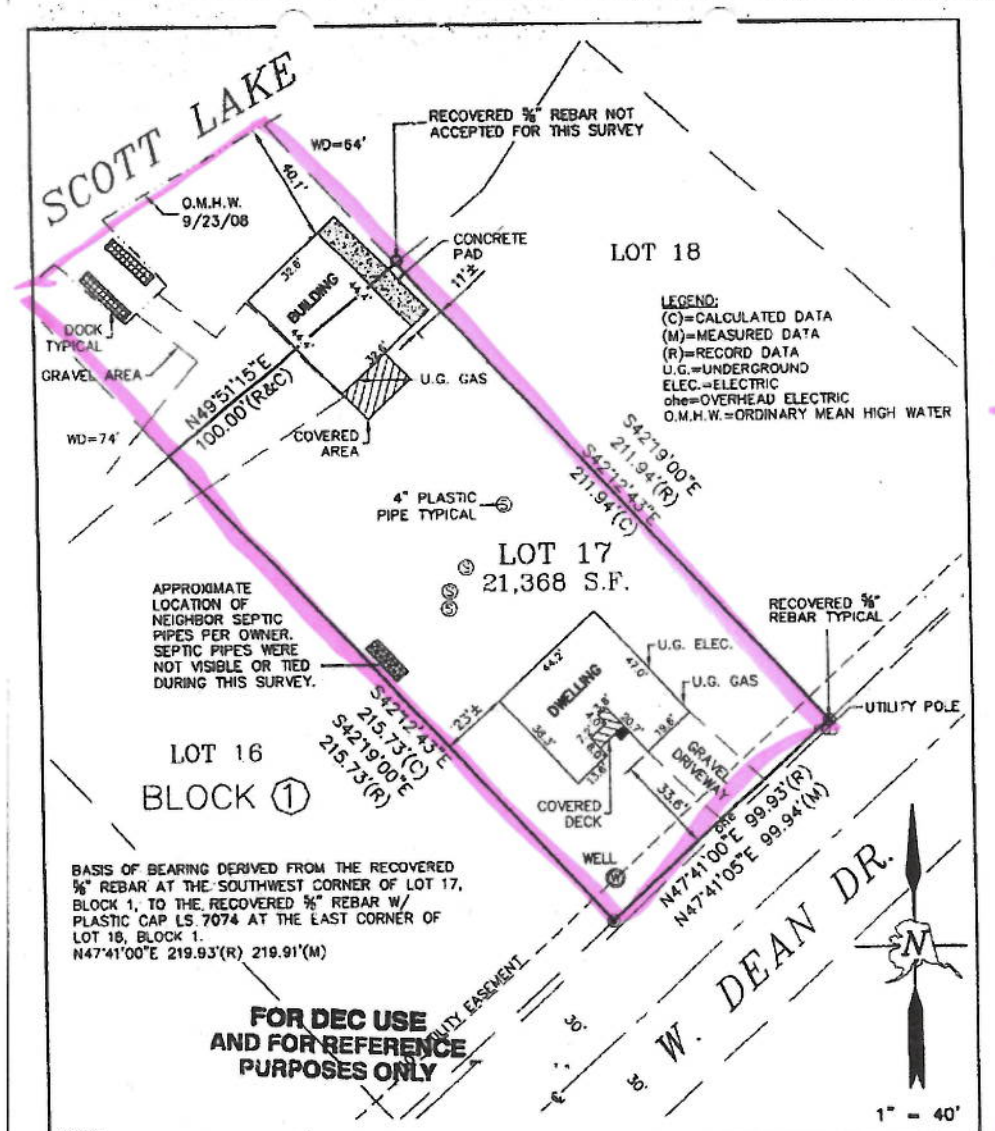


FOR DEC USE AND FOR REFERENCE PURPOSES ONLY

Proposed Licensed Premises

NOTES:
1. EXCEPTING FOR GROSS NEGLIGENCE, THE LIABILITY FOR THIS SURVEY SHALL NOT EXCEED THE COST OF PREPARING THIS SURVEY.
2. THIS SURVEY REPRESENTS VISIBLE IMPROVEMENTS & CONDITIONS ON THE DATE OF SURVEY.
3. THIS DOCUMENT DOES NOT CONSTITUTE A BOUNDARY SURVEY & IS SUBJECT TO ANY INACCURACIES THAT A SUBSEQUENT BOUNDARY SURVEY MAY DISCLOSE.
4. THIS SURVEY SUBSTANTIALLY COMPLIES WITH ASPLS MORTGAGE STANDARDS.
5. TIES TO PARTIALLY MONUMENTED OR UNMONUMENTED PROPERTY LINES ARE ±1 FT.
6. THIS SURVEY PERFORMED FOR PREFERRED CUSTOM HOMES. IT SHOULD ONLY BE USED FOR A SINGLE PROPERTY TRANSACTION. REUSE OF THIS DRAWING FOR ANY PURPOSE NOT STATED ABOVE WITHOUT THE EXPRESS WRITTEN CONSENT OF ALASKA RIM ENGINEERING, INC. IS A VIOLATION OF FEDERAL COPYRIGHT LAW.

EXCLUSION NOTE: IT IS THE RESPONSIBILITY OF THE OWNER TO DETERMINE THE EXISTENCE OF ANY EASEMENTS, COVENANTS, OR RESTRICTIONS WHICH DO NOT APPEAR ON THE RECORDED SUBDIVISION PLAT. UNDER NO CIRCUMSTANCES SHOULD ANY DATA HEREON BE USED FOR CONSTRUCTION OR FOR ESTABLISHING BOUNDARY OR FENCE LINES.

AS-BUILT

ALASKA RIM ENGINEERING, INC.
P.O. BOX 2749
PALMER, ALASKA 99645
PHONE: (907)745-0222
FAX: (907)746-0222

F.B. 08-18
T.M. H007

W.O. 0800488	PAGE: 1 of 1	SCALE: 1" = 40'	FILE: 0800488AS

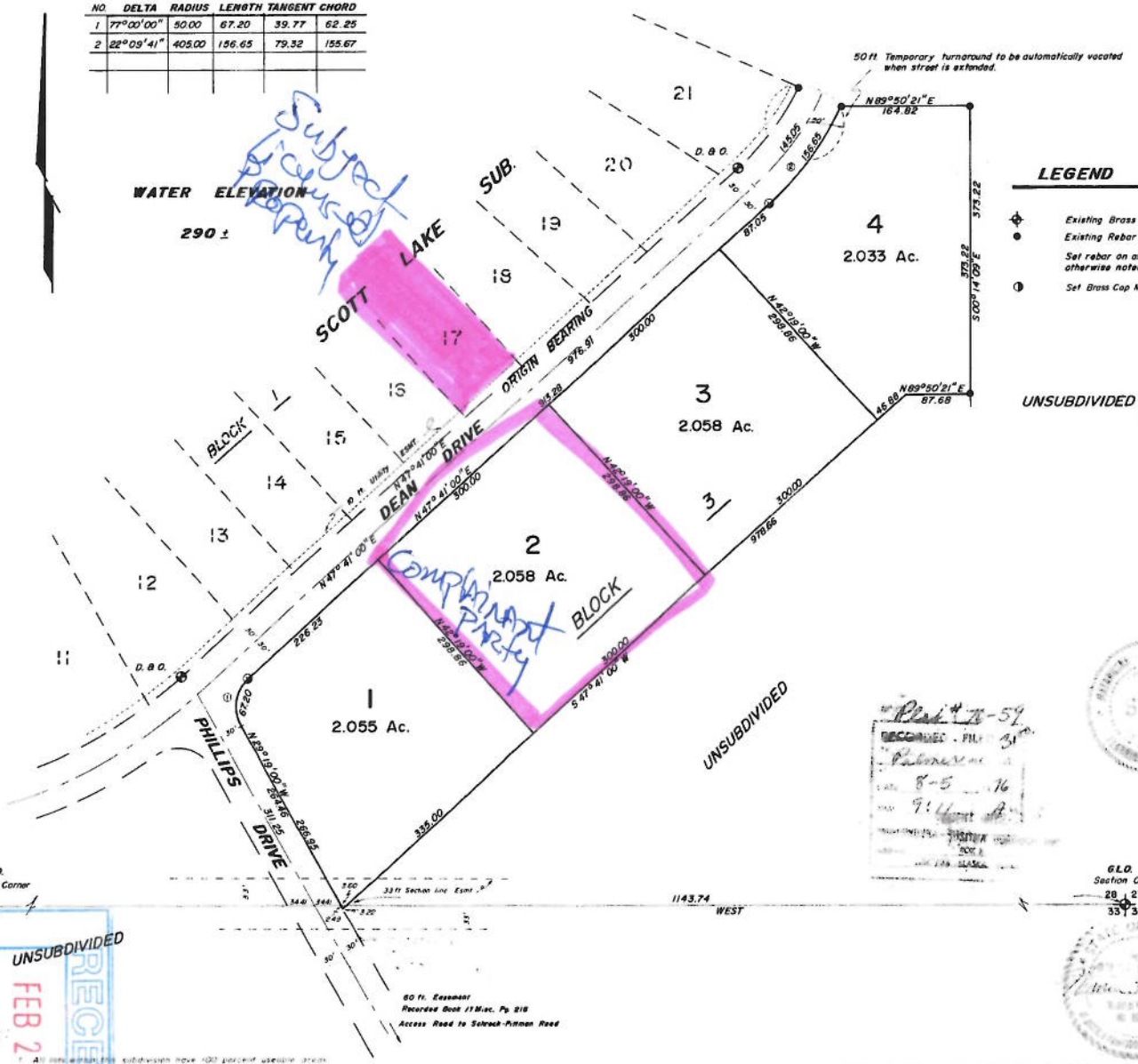
I HEREBY CERTIFY THAT A MORTGAGE INSPECTION WAS PERFORMED UNDER MY DIRECTION ON THE FOLLOWING DESCRIBED PROPERTY:
LOT 17, BLOCK 1, SCOTT LAKE SUBDIVISION.
PLAT No. 71-88, PALMER RECORDING DISTRICT, PALMER, ALASKA
EASEMENTS OF RECORD OTHER THAN THOSE SHOWN ON THE RECORDED PLAT ARE NOT SHOWN HEREON. SURVEYED ON THE 23rd DAY OF SEPTEMBER, 2008.

©2008

CR

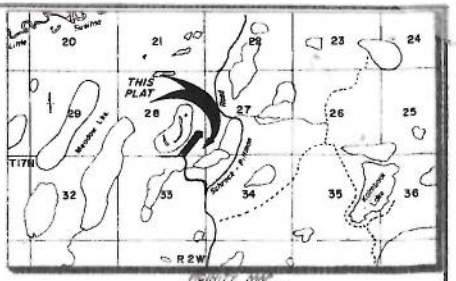
CURVE DATA

NO	DELTA	RADIUS	LENGTH	TANGENT	CHORD
1	77°00'00"	50.00	67.20	39.77	62.25
2	22°09'41"	405.00	156.65	79.32	155.67



LEGEND

- Existing Brass Cap Monument
- Existing Rebar
- Set rebar on all corners unless otherwise noted.
- Set Brass Cap Monument



CERTIFICATE OF OWNERSHIP AND DEDICATION

We hereby certify that we are the owners of the property shown and described hereon and that we hereby adopt this plat of subdivision with our free consent, and dedicate all streets, alleys, walks, parks and other open spaces to public or private use as shown on this plat.

July 21, 1976

Tommie A. Phillips — Norma E. Phillips

TOMMIE A. PHILLIPS
STAR ROUTE
WASILLA AK. 99687

NOTARY'S ACKNOWLEDGEMENT

Subscribed and sworn to before me this 21st day of July, 1976

Oct 23, 1978 — Carolyn A. Anderson
My Commission Expires — Notary for the State of Alaska

CERTIFICATE OF PAYMENT OF TAXES

I hereby certify that all current taxes through Dec. 31, 1976 against the property included in the subdivision or resubdivision shown hereon have been paid.

Aug 4, 1976 — Dianne Cornicato
Tax Collection Official

CERTIFICATE OF APPROVAL BY THE COMMISSION

I hereby certify that the subdivision plat shown hereon has been found to comply with the subdivision regulation of the Matanuska Susitna Borough Planning Commission and that said plat has been approved by the Commission by Plat Resolution No 76-44 dated, July 2, 1976 and that the plat shown hereon has been approved for recording in the office of the Recorder in the Recording District to which the plat is adjacent.

August 4, 1976 — Roy Baker
Chairman / Planning Director
Matanuska Susitna Borough
Planning Commission

Attest Marty McGuire
PLANNING CLERK

CERTIFICATE of REGISTERED LAND SURVEYOR

I hereby certify that I am a registered land surveyor and that this plat represents the survey made by me or under my direct supervision, and that the monuments shown thereon actually exist as located. The error of closure for field traverses shall not be greater than 1 part in 5,000.

July 21, 1976 — Registered Land Surveyor, 1634-S

Contains 8.204 Acres more or less

Plat # A-59
RECORDED FILED
Palmer Alaska
8-5 76
9:44 A.M.
RECORDER
BOOK 1
PAGE 1
PALMER ALASKA

NOTES

1. All lots in this subdivision have 100 percent usable area.
2. Structure setbacks shall not be less than 25 ft from road right of way and 10 ft side yard.
3. Water [illegible] available at this time along Shrock-Pittman road.
4. No permit for the surface sewage disposal system shall be issued than 100 ft from any body of water or water course.
5. Each lot shall accomodate only one detached single family residence, plus buildings accessory to its use.
6. No structure shall be placed on any lot which shall have an elevation of the lowest floor, including basement, of less than 3 ft. above the highest known water elevation.

WATER SUPPLY AND SEWAGE DISPOSAL

No individual water supply system or sewage disposal system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation. Approval of such system as installed shall be obtained from said authority.

PLAT OF

SCOTT LAKE SUBDIVISION ADD NO. 1

LOCATED IN

SE 1/4 Sec. 28 & NE 1/4 Sec 33 T18N, R2W S.M. AK.

WARREN FISCUS LAND SURVEYING INC.

SURVEYING — MAPPING — PLANNING

P.O. Box 290, Palmer, Alaska

DATE MARCH 1976	SCALE 1" = 100 ft
DRAWN BY J.H.	SHEET 1 of 2 SHEETS

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stewart title of alaska

Here is the preliminary commitment on your order
Thank you for thinking of us!

March 18, 2016

Our No. 01029-98594
Your Reference: Crowe/Van Ryn

Purported Address:
7411 West Dean Drive
Wasilla, AK 99623

TO: Homestate Mortgage Company, LLC
3801 Centerpoint Drive #100
Anchorage, AK 99503
ATTN: Kelly Grawunder
kgrawunder@homestatemtg.com
(907) 762-5848 PHONE
(907) 762-5899 FAX

CC: The Kristan Cole Team Branch-Keller Williams Realty Alaska Group
5131 Mayflower Lane
Wasilla, AK 99654
ATTN: Kristan Cole, Tiffany Johnson, and Kristi Mock
kristi@kristimock.com, Tiffany@TheKristanColeTeam.com, and kristi@kristimock.com
(907) 373-3575, (907) 373-3575, and (907) 373-3575 PHONE
(907) 376-6515 and (907) 376-6515 FAX

CC: Herrington and Company, LLC
255 E Fireweed Lane, Ste 102
Anchorage, AK 99503
ATTN: Verner Felt and Mike Love
feltvern@gmail.com and mlove@gci.net
(907) 351-1167 and (907) 727-4488 PHONE

CC: Stewart Title of Alaska
480 East 36th Avenue
Anchorage, AK 99503
ATTN: Darcy Ellingboe
Darcy.Ellingboe@stewart.com
(907) 777-0508 **PHONE**
(866) 274-6589 **FAX**
File Number: 01029-98594

Phone (907) 274-2562 * Fax (866) 458-1764
480 E 36th Avenue, Anchorage, AK 99503
visit our website at www. stewartak.com

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Stewart Title of Alaska
480 E 36th Avenue
Anchorage, AK 99503
(907) 274-2562 Phone
(866) 458-1764 Fax

March 18, 2016

File Number: 01029-98594
Parties: John F. Crowe/Cameron T. Van Ryn and Wendy L. Van Ryn

I hereby acknowledge receipt of the preliminary title report for:

Lot Seventeen (17), Block One (1), SCOTT LAKE SUBDIVISION, according to the official plat thereof, filed under Plat No. 71-88, in the records of the Palmer Recording District, Third Judicial District, State of Alaska.

AKA: 7411 West Dean Drive, Wasilla, AK 99623

Cameron T. Van Ryn

Wendy L. Van Ryn

Dated: _____

Licensee: Herrington and Company, LLC
255 E Fireweed Lane, Ste 102
Anchorage, AK 99503
Verner Felt

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NOTICE!

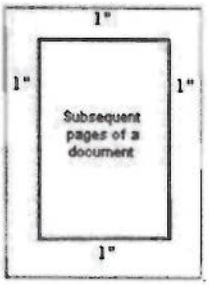
Recording offices in Alaska ARE enforcing margin and font requirements. Failure to comply with the terms of this Notice may result in your transaction being delayed or failing to record. It is essential that you comply with this notice. Stewart Title of Alaska will not be responsible in any way for the consequences of any delay caused by the failure to comply with these recording requirements.

Margin Requirements:

- First page of a document: Must contain a two inch (2") blank space across the top and one (1") margins on the remainder of first page.
- Additional pages of a document: Must contain a one inch (1") margin on top, bottom and sides

Font Requirements:

- Type size may be no smaller than 10 point font.
- Example: This is 10 point type font



There can be no marks or holes of any kind within the margins. This is to include any signature, corporate seals, and/or notary seals. Embosser notary seals will require folding the edge of the document to comply with margin guidelines.

For information on recording requirements, fees or office locations, visit the State Recorder's website at www.recorder.alaska.gov

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COMMITMENT FOR TITLE INSURANCE
ISSUED BY

STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

Authorized Countersignature

Stewart Title of Alaska
480 E 36th Avenue
Anchorage, AK 99503
(907) 274-2562

stewart
title guaranty company

STEWART TITLE GUARANTY CO. INCORPORATED 1908 TEXAS

Matt Morris
President and CEO

Denise Carraux
Secretary

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File No. 01029-98594
004-UN ALTA Commitment (6/17/06)

AMERICAN LAND TITLE ASSOCIATION

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

Preliminary Title
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2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at< http://www.alta.org/>.*

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

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File No. 01029-98594
004-UN ALTA Commitment (6/17/06)

AMERICAN LAND TITLE ASSOCIATION

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STATE OF ALASKA

stewart title of alaska

480 E 36th Avenue
Anchorage, AK 99503
(907) 274-2562 (866) 458-1764 FAX

Title Officer: Larry J Moss
Reference: Crowe/Van Ryn

Order Number: 01029-98594

SCHEDULE A

FILE MORE SHARE

1. **Effective Date:** March 14, 2016 at 8:00 A.M.

2. **Policy Or Policies To Be Issued:**

(X) ALTA OWNER'S POLICY, (6/17/06)
(X) STANDARD ( ) EXTENDED

Amount: $298,000.00
Premium: $1,176.00 33
(Underwriting fee - 11%)
Tax:
Total: $1,176.00

Proposed Insured:

Cameron T. Van Ryn and Wendy L. Van Ryn

ALTA EXTENDED LOAN POLICY, (6/17/06) To Be Determined
Minimum Simultaneous Rate $175.00

$175.00

Proposed Insured:

Homestate Mortgage Company, LLC

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

Fee Simple

4. **Title to said estate or interest in said land is at the effective date hereof vested in:**

John F. Crowe

5. **The land referred to in this commitment is described as follows:**

Lot Seventeen (17), Block One (1), SCOTT LAKE SUBDIVISION, according to the official plat thereof, filed under Plat No. 71-88, in the records of the Palmer Recording District, Third Judicial District, State of Alaska.

Purported Address:
7411 West Dean Drive
Wasilla, AK 99623

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - PART I
REQUIREMENTS

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STATE OF ALASKA

The following requirements must be met:

a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured:

b. Pay us the premiums, fees and charges for the policy.

c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed

c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

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d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

e. Pursuant to the State of Alaska, Division of Insurance Order No. R92-1, dated May 4, 1992, the charge for providing this commitment is to be billed at this time. Payment of this charge must be made within 30 days of this initial billing. In the event this transaction fails to close, the minimum billing will be the cancellation fee in accordance with our filed rate schedule.

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NOTE: Investigation should be made to determine if there are any service, installation, maintenance, construction, reimbursement and/or hookup charges/costs for sewer, water, garbage, electricity or other utilities outstanding and not of record.

NOTICE

In 1999, the Alaska Department of Natural Resources began recording maps of claimed rights of way which may have been created under a federal law known as "RS 2477", pursuant to Alaska Statute 19.30.400. Because the maps are imprecise, the exception from coverage shown in Paragraph 7, General Exceptions has been taken. Questions regarding the State's RS 2477 claims should be directed to the Department of Natural Resources, Public Information Center, 770 W. 5th Avenue, Anchorage, Alaska 99501.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - PART II
EXCEPTIONS

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Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims, of easement, not shown by the Public Records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

5. Taxes or special assessments which are not shown as existing liens by the Public Records.

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6. (a) Unpatented mining claims;
   (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof;
   (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records

7. Rights of the state or federal government and/or public in and to any portion of the land for right of way as established by federal statute RS 2477 (whether or not such rights are shown by recordings of easements and/or maps in the public records by the State of Alaska showing the general location of these rights of way).

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - PART II - Continued
EXCEPTIONS

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STATE OF ALASKA

8. Reservations and exceptions as contained in the United States Patent and/or in Acts authorizing the issuance thereof.

9. Taxes and/or assessments due the Matanuska-Susitna Borough, for the year 2016, a lien, but levy therefore has not been made.

10. Taxes and/or assessments due to the Matanuska Susitna Borough - INFORMATION ATTACHED.

11. Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the right of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.

12. Any adverse claim to any portion of said land which lies within the bed of Scott Lake, between the lines of mean high water.

13. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and

13. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof:

Granted To	: Matanuska Electric Association, Inc.
Recorded	: October 5, 1960
Book	: 34
Page	: 105
Affects	: Blanket Easement

Preliminary
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14. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof:

Granted To	: Matanuska Telephone Association, Inc.
Recorded	: December 9, 1976
Book	: 128
Page	: 899
Affects	: Blanket Easement

33

15. Easements as shown on the plat of said subdivision.

16. Covenants and notes as shown on the plat of said subdivision.

17. Reservation of all oil, gas and mineral rights as reserved in instrument recorded June 22, 1973 in Book 73 at Page 228.

    The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

18. Builders Certificate with regard to Alaska Building Energy Efficiency Standard (PUR 101), including terms and provisions thereof:

Recorded	: January 7, 2009
Serial Number	: 2009-000390-0

19. Summary of Building Inspections (PUR 102), including terms and conditions thereof:

Recorded	: January 7, 2009
Serial Number	: 2009-000391-0

COMMITMENT FOR TITLE INSURANCE

20. Easement, including terms and provisions thereof, for the purpose set out therein:

Granted to	: Steve A. Luhrs and Jeanne R. Luhrs
For	: Existing Septic Tank Leach Field
Recorded	: July 1, 2009
Serial Number	: 2009-014480-0
Affects	: (Not Defined)

21. Deed of Trust, including terms and provisions thereof, securing the amount shown together with any other amounts due thereunder:

Trustor	: John F. Crowe
Trustee	: Mat-Su Title Insurance Agency, Inc.
Beneficiary	: Mortgage Electronic Registration Systems, Inc. (MERS) acting as nominee for Homestate Mortgage Company, LLC Agent for RMLLC
Amount	: $298,485.00, together with any other amounts due thereunder
Dated	: February 16, 2012
Recorded	: February 22, 2012
Serial Number	: 2012-003282-0

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STATE OF ALASKA

22. The right, title and interest of the spouse of the vestee herein, if married, pursuant to Alaska Statute 34.15.010.

23. With regard to issuance of an ALTA MORTGAGEE'S extended coverage policy, questions of survey, rights of parties in possession, material or labor liens, workmen's compensation liens, any impairment of existing

improvements by reason of the easements and/or restrictions set out above, disposition of which will be determined upon submission and our review of an ALTA as-built survey and lien affidavit.

NOTE: It would appear from the record that the last ALTA title policy requiring an as-built survey might have been issued by Mat-Su Title Insurance Agency, under their Order No. 88923.

Title To Vest in: Cameron T. Van Ryn and Wendy L. Van Ryn and we find no recorded judgments or tax liens against same.

NOTE:
This Commitment is tentative until such time as we are advised of the final amount of insurance and/or proposed insured; in the event of cancellation our minimum fee is $250.00.

LJM/lm

STG Privacy Notice
Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. *Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company*	Yes	No

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For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: **Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056**

stewart title of alaska

480 E 36th Avenue, Anchorage, AK 99503
(907) 274-2562 Fax: (866) 458-1764

PRELIMINARY BILLING

DATE: **March 18, 2016**

PRELIMINARY CHARGE: **$250.00**

FILE NUMBER: **01029-98594**

YOUR REFERENCE: **Crowe/Van Ryn**

ORDERED BY: The Kristan Cole Team Branch-Keller Williams Realty Alaska Group
5131 Mayflower Lane
Wasilla, AK 99654
ATTN: Kristan Cole, Tiffany Johnson, and Kristi Mock
kristi@kristimock.com, Tiffany@TheKristanColeTeam.com, and kristi@kristimock.com
(907) 373-3575, (907) 373-3575, and (907) 373-3575 PHONE
(907) 376-6515 and (907) 376-6515 FAX

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If this transaction fails to close, this bill will serve as a Cancellation Fee Billing which will be due in full 30 days from the above date.

This billing issued in accordance with the State of Alaska, Division of Insurance Order No. R92-1 dated May 4, 1992, the charge for providing this commitment is to be billed at this time. Payment of this charge must be made within 30 days of this initial billing. In the event this transaction fails to close, the minimum billing will be the cancellation fee in accordance with our filed rate schedule.

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File No.: 01029-98594
AKC Preliminary Billing

myProperty Detail

MATANUSKA-SUSITNA BOROUGH

Real Property Detail for Account: 6278B01L017

Site Information

Account Number	6278B01L017	Subdivision	SCOTT LK
Parcel ID	27027	City	None
TRS	S 18N02W28	Map HO07	Tax Map
Abbreviated Description (Not for Conveyance)	SCOTT LK BLOCK 1 LOT 17		

Site Address 7411 W DEAN DR

Ownership

Owners	CROWE JOHN F	Buyers	
Primary Owner's Address	1945 DEL MORO ST KLAMATH FALLS OR 97601-1804	Primary Buyer's Address	

Appraisal Information

Year	Land Appraised	Bldg. Appraised	Total Appraised
2016	$69,500.00	$225,200.00	$294,700.00
2015	$69,500.00	$219,700.00	$289,200.00
2014	$69,500.00	$208,600.00	$278,100.00

Assessment

Year	Land Assessed	Bldg. Assessed	Total Assessed*
2016	$69,500.00	$225,200.00	$294,700.00
2015	$69,500.00	$219,700.00	$289,200.00
2014	$69,500.00	$208,600.00	$278,100.00

Building Information

Structure 0 of 2

Business	None	Residential Units	1
Use	Residential Building	Condition	Standard
Design	One Story	Basement	None
Construction Type	Frame	Year Built	2008
Grade	04.6	Foundation	Poured Concrete
Building Appraisal	$177700	Well	
Septic			

Structure 1 of 2

Business	None	Residential Units	1
Use	Residential Hangar	Condition	Standard
Design	Other	Basement	None
Construction Type	Pole	Year Built	1996
Grade	None	Foundation	None
Building Appraisal	$39000	Well	
Septic			

Building Item Details

Building Number	Description	Area	Percent Complete
0	Gas Heat	1	100
0	Garage (10.3) # - 11M	440	100
0	First Story	1304	100
1	Res Hangar - 17H	1920	100

Tax/Billing Information

Recorded Documents

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Tax/Billing Information

Year	Certified	Zone	Mill	Tax Billed	Recorded Documents Date	Type	Recording Info (offsite link to DNR)
2016	No	0038	Not Yet Set	Tax Not Yet Set	7/16/2009	WARRANTY DEED (ALL TYPES)	Palmer 2009-015749-0
2015	Yes	0038	15.861	$4587.01	1/7/2009	WARRANTY DEED (ALL TYPES)	Palmer 2009-000382-0
2014	Yes	0038	15.442	$4294.42	1/7/2009	QUITCLAIM DEED (ALL TYPE)	Palmer 2009-000397-0

Preliminary Title

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SHARE

Tax Account Status †

Status	Tax Balance	Farm	Disabled Veteran	Senior	Optional	Total	LID Exists
Current	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	No

Land and Miscellaneous

Gross Acreage	Taxable Acreage	Assembly District	Precinct	Fire Service Area	Road Service Area
0.49	0.49	Assembly District 007	08-135	136 WEST LAKES FSA	027 Meadow Lakes RSA

* Total Assessed is net of exemptions and deferments. rest, penalties, and other charges posted after Last Update Date are not reflected in balances.
† If account is in foreclosure, payment must be in certified funds.

Last Updated: 3/17/2016 4:00:03 AM

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3/17/2016

CC

ALASKA

2009-015749-0
Recording Dist: 311 - Palmer
7/16/2009 10:05 AM Pages: 1 of 2

MAT-SU TITLE INSURANCE AGENCY, INC.
1981 E Palmer-Wasilla Highway, Suite 100, Wasilla, Alaska 99654
Phone: (907) 376-5294 Fax: (907) 376-1237

MS80492

STATUTORY WARRANTY DEED
A.S. 34.15.030

The Grantor(s),

Steve P. Gilroy and Elizabeth R. Gilroy, who erroneously acquired title as Elizabeth A. Gilroy, husband and wife and Edward M. Soto and Maile L. Soto, husband and wife, whose address is:
3201 N Departure Ct., Wasilla AK 99654
for and in consideration of Ten Dollars ($10.00), and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, conveys and warrants to the Grantee(s),

John F. Crowe, whose address is;
P.O. Box 6171, Elmendorf AFB, AK 99506

the following described real property:

Lot 17, Block 1, Scott Lake Subdivision, according to Plat No. 71-88, located in the Palmer Recording District, Third Judicial District, State of Alaska.

Subject to:

Reservations and exceptions as contained in U.S. Patent, including but not limited to the reservations of all oil and gas rights: Recorded: May 23, 1966 , Book/Page: 61/266, and

Selection by the State of Alaska of all mineral rights previously reserved as disclosed by U.S. Patent, recorded December 18, 1968 in Book 73D at Page 280

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disclosed by U.S. Patent, recorded December 10, 1900 in Book 13B at Page 200 and recorded April 11, 2006 as Reception No. 2006-009236-0, and

Taxes and/or assessments, if any, due the Matanuska-Susitna Borough, Tax Account No.: 6278B01L017, and

Rights of the public and/or governmental agencies in and to any portion of said premises lying below the mean high water line of Scott Lake, and

Notes on the Plat of Scott Lake Subdivision, and

Easement(s) on the Plat of Scott Lake Subdivision, and

Reservation of all mineral, oil and gas rights, etc., in instrument: Reserved by: Tommie A. Phillips and Norma E. Phillips, Recorded: June 22, 1973, Book/Page: 73/228, and

Building Energy Efficiency Standard Certification and Summary of Building Inspections recorded January 7, 2009 as Reception Nos. 2009-000390-0 and 2009-000391-0, and

Easement: Granted to: Steve A. Luhrs and Jeanne R. Luhrs, husband and wife, Recorded: July 1, 2009, Reception No.: 2009-014480-0, and

Further subject to reservations and exceptions in U.S. and/or State of Alaska Patents and in Acts authorizing the issuance thereof; easements, right-of-ways, covenants; conditions, reservations, notes on plat, and all other restrictions of record, if any.

Date: 7/15/09

Grantor(s):

Steve P. Gilroy

Elizabeth R. Gilroy

Elizabeth R. Gilroy

Edward M. Soto

Maile L. Soto

Maile L. Soto

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

The foregoing instrument was acknowledged before me on the 15th day of July, 2009, by Steve P. Gilroy and Elizabeth R. Gilroy, and Edward M. Soto and Maile L. Soto.

Notary Public for Alaska
My Commission Expires:

OFFICIAL SEAL
Olivia Fawcett
Notary Public-State of Alaska
My Comm. Expires 07/04/2010

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John F. Crowe
P.O. Box 6171
Elmendorf AFB AK 99506

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CCC

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2009-015749-0

CCC

ALASKA

2012-003282-0
Recording Dist: 311 - Palmer
2/22/2012 10:59 AM Pages: 1 of 14

MS88923 [Space Above This Line For Recording Data]

DEED OF TRUST

MIN: 1000463-0010061166-2

THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 19, and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated **February 10, 2012**, together with all Riders to this document.

(B) "Borrower" is **John F. Crowe, An Unmarried Person**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **Homestate Mortgage Company, LLC Agent for RMLLC**
Lender is a **a limited liability corporation** organized and existing under the laws of **Alaska**. Lender's address is
3801 Centerpoint Drive, Anchorage, AK 99503-5850

(D) "Trustee" is **Mat-Su Title Insurance Agency, Inc**

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(E) **"MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) **"Note"** means the promissory note signed by Borrower and dated **February 16, 2012**. The Note states that Borrower owes Lender **Two Hundred Ninety Eight Thousand Four Hundred Eighty Five and no/100** Dollars (U.S. **$298,485.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **March 01, 2042**.

(G) **"Property"** means the property that is described below under the heading **"Transfer of Rights in the Property."**

(H) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Condominium Rider ☐ Graduated Payment Rider

☐ Planned Unit Development Rider ☐ Other(s) [specify]

(J) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions. If the indebtedness secured hereby is guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

(K) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) **"Escrow Items"** means those items that are described in Section 3.

(N) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **Recording District** (Type of Recording District) of **Palmer** (Name of Recording District)

Third Judicial District:

Lot 17, Block 1, Scott Lake Subdivision, according to Plat No. 71-88, located in the Palmer Recording District, Third Judicial District, State of Alaska.

which currently has the address of **7411 W. Dean Drive** [Street]

Wasilla [City], Alaska **99623** [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance

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on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Lender under Section 5. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the

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holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 24 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not

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under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or

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rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change

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of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class

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mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

17. Transfer of the Property. This loan may be declared immediately due and payable upon transfer of the Property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer

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unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an

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individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 24 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

20. Hazardous Substances. As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

21. Funding Fee. A fee equal to one-half of one percent of the balance of this loan as of the date of transfer of the Property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729(c). (Note: The funding fee for loans assumed between 12/13/02 and 9/30/03 will be 1 percent.)

22. Processing Charge. Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

23. Indemnity Liability. If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

24. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration

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under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and those remedies permitted by Applicable Law may be invoked. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 24, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Lender may bring suit in any court of competent jurisdiction to foreclose the lien of this Security Instrument judicially and/or obtain judgment on the Note which it secures. Any election by Lender to invoke the power of sale provisions of this Section 24 shall not be considered a final and binding election of remedies that would preclude such a judicial foreclosure, until conclusion of the sale of the Property by the Trustee as described in this Section 24.

If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each Recording District in which any part of the Property is located. Lender or Trustee shall mail copies of the notice to the persons and in the manner prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

25. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may

charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

26. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

27. Right to Demand Full Payoff. Notwithstanding Section 18 or any other provision of this Security Instrument, if a notice of default under this Security Instrument shall have been recorded two or more times previously and the default shall have been cured pursuant to Section 18 and Applicable Law, Lender shall have the right to refuse to accept a subsequent cure of a subsequent default under Section 18 and shall be entitled to proceed with foreclosure of this Security Instrument unless Borrower pays all sums secured by this Security Instrument. Acceptance by Lender of a cure of the subsequent default giving rise to the foreclosure shall not constitute a waiver of the right to reject a cure and proceed with foreclosure in the event of any future default.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 14 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

John F. Crowe
_____ (Seal) _____ (Seal)

John F. Crowe -Borrower -Borrower

_____ (Seal) -Borrower _____ (Seal) -Borrower

ALASKA—Single Family—UNIFORM INSTRUMENT

ALASKA-STERS
ITEM 3004L13 (1003005)
ADCrowe John 0010061169

GreenDocs®
(Page 12 of 14)
0010061169

State of Alaska
Judicial District Third SS.

The foregoing instrument was acknowledged before me this February 16, 2012 (date) by John F. Crowe

Notary Public

My com

OFFICIAL SEAL
Olivia Fawcett
Notary Public State of Alaska
My Comm. Expires 01/04/2014

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After Recording Return To: Residential Mortgage, LLC
100 Calais Drive
Suite 100
Anchorage, Alaska 99503

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ALASKA—Single Family—UNIFORM INSTRUMENT

ALASKA-MERS
(ITEM 3004L14 (1009005))
ADCrowe John 0010001986

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0010001986

14 of 14
2012-003282-0

60-1145

RIGHT-OF-WAY EASEMENT.

Meadow Lakes Ext.
BK 54 Pg 105
Palmer

KNOW ALL MEN BY THESE PRESENTS, that (~~I~~) (WE) the undersigned, Lowell Lynn Thomas & Phillipa

(~~husband~~) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto the MATANUSKA ELECTRIC ASSOCIATION, Inc. a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Palmer, Alaska, and to the successors or assigns, the right to enter upon the lands of the undersigned, situated in the Third Judicial Division, Territory of Alaska, and more particularly described as follows:

A tract of land approximately 1.5 acres in area, described as [illegible] being in Section 34 & 35 Township 18 Range 2 [illegible]

(East) (~~West~~) of the Seward Meridan,

and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and or shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above

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STATE OF ALASKA

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described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____ 19____.

Tommie A. Phillips (L.S.)
Norma E. Phillips (L.S.)

Signed, Sealed and delivered in the presence of:

UNITED STATES OF AMERICA) ss
TERRITORY OF ALASKA)

THIS IS TO CERTIFY that on this 27th day of March 1959 before me, the undersigned, a Notary Public in and for the Territory of Alaska, personally appeared

Tommie A & Norma E Phillips

each to me personally known and to me known to be the individual(s) described in and who executed the foregoing instrument of writing and each acknowledged to me that he/she signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

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

Mary V Cipkes
Notary Public for Alaska
My commission expires Perm.

BOOK 128 PAGE 899 376136
Palmer Recording District

Matanuska Telephone Association, Inc.

TELEPHONE LINE RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) Tommie A. Phillips and Norma E. Phillips husband and wife for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto MATANUSKA TELEPHONE ASSOCIATION, INC., a corporation hereinafter called the Association, whose post office address is Palmer, Alaska, and to its successors or assigns the right to enter upon the lands of the undersigned situated in the Palmer Recording District, Third Judicial Division, State of Alaska and more particularly described as follows:

A tract of land approximately 110 acres in area located 7 miles in a Westerly direction from the Town of Wasilla

further described as being in Sections 28 and 33 Township 18 North Range 2 West Seward Meridian, Alaska, and further described as:

This easement restricted to the Matanuska Electric Association right-of-way.

and to construct, reconstruct, operate and maintain on or under the above-described lands and/or in, or under all streets, roads or highways abutting said lands, a telephone line or system, to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system and to license, permit or otherwise agree to the joint use or occupancy of said line or system by any other person, firm or corporation for telephone or electrification purposes.

The undersigned agree that all poles, wires and other facilities, including all telephone equipment, installed on the above-described premises at the Association's expense shall remain the property of the Association, removable at the option of the Association.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of all encumbrances except those held by the following persons:

76-012351
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PALMER REC.
DEC 3 11 00 AM '76

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 30th day of December 1962

Signed, sealed and delivered in the presence of:

GRANTORS: Tommie A. Phillips
Norma E. Phillips

ADDRESS: Matanuska Telephone Assn., Inc.
P. O. Box 1202
Palmer, Alaska 99645

UNITED STATES OF AMERICA
STATE OF ALASKA } ss.

THIS IS TO CERTIFY, that on this 30th day of December 1962, before

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STATE OF ALASKA

Norma E. Phillips, each to me personally known and to me known to be the individual(s) described in and who executed the foregoing TELEPHONE RIGHT-OF-WAY EASEMENT and each acknowledged to me that he or she, as the case may be, signed and sealed the same freely and voluntarily 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 in this certificate first above written.

Ernest A. Mussel
NOTARY PUBLIC for Alaska
My commission expires May 14, 1988

ALASKA

2009-014480-0
Recording Dist: 311 - Palmer
7/1/2009 9:38 AM Pages: 1 of 1

GRANT OF EASEMENT

The grantors, STEVEN P GILROY & ELIZABETH R. GILROY, of ALASKA, a married couple, whose address is 4300 E. Birchwood Dr, AK 99654, and EDWARD M SOTO & MAILE L SOTO of ALASK, a married couple whose address is 3201 N Departure Court, Wasilla AK 99654, hereby grant to Grantees, STEVE A. LUHRS and JEANNE R. LUHRS, husband and wife whose address is P O Box 871683, Wasilla, AK 99687 an easement over and across a portion of Lot 17, Block 1 Scott Lake Subdivision, according to Plat No. 71-88, located in the Palmer Recording District, Third Judicial District, State of Alaska.

This easement shall be a perpetual easement appurtenant for the benefit of Lot 16, Block 1 Scott Lake Subdivision, according to Plat No. 71-88, located in the Palmer Recording District, Third Judicial District, State of Alaska and shall run with the land.

The terms of the easement are, that the owners of Lot 16, Block 1 Scott Lake Subdivision shall have the right to continue to have in place that portion of their existing septic system leach field that lays over the property lot line into Lot 17.

The owners of Lot 16, will be required to move the encroaching septic leach field at such time that their system fails. Additionally the owners of Lot 16 will have the option to move the encroaching septic lines off of Lot 17 to Lot 16 at any time even if the system is not in need of repair or replacement.

6/26/09 Date Steven P. Gilroy

6/26/09 Date Elizabeth R. Gilroy

6/26/09 Date Edward M Soto

6/26/09 Date Maile L. Soto

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STATE OF ALASKA

STATE OF ALASKA

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THIRD JUDICIAL DISTRICT

The foregoing instrument was acknowledged before me this 26 day of June, 2009.

Raye Krueger
Notary Public for Alaska 3/1/10

OFFICIAL SEAL
Raye Krueger
Notary Public State of Alaska
My Comm. Expires 3/1/10

Return to:
Steve and Jeanne Luhrs
PO Box 871683
Wasilla, AK 99687

33

JUL-27-98 MON 08:58 AM BLM PUBLIC INFO CENTER FAX NO. 907 271 3684 P. 02

Box 13147
Anchorage 99519

Scott Lake General

The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS, a certificate of the Land Office at Anchorage, Alaska, is now deposited in the Bureau of Land Management, whereby it appears that pursuant to the Act of Congress of May 20, 1862 (12 Stat. 392), and the acts supplemental thereto, the claim of Tomcale A. Phillips has been established and that the requirements of law pertaining to the claim have been met, for the following described land:

Seward Meridian, Alaska.
T. 16 N., R. 2 W.,
Sec. 22, Lots 3 and 14;
Sec. 23, Lot 1, N½NW¼, SW¼NE¼, N½NE¼SE¼.

The area described contains 144.53 acres, according to the official plat of the survey of the said land, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, DOES HEREBY GRANT unto the said claimant and to the heirs of the said claimant the tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to (1) any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and (2) the reservation of a right-of-way for ditches or canals constructed by the authority of the United States, in accordance with the Act of August 30, 1890 (26 Stat. 391; 43 U.S.C. Sec. 945). There is also reserved to the United States a right-of-way for the construction of railroads, telegraph and telephone lines, in accordance with Section 1 of the Act of March 12, 1914 (38 Stat. 305; 43 U.S.C. Sec. 985).

Excepting and reserving, also, to the United States all the oil and gas in the lands so patented, and to it, or persons authorized by it, the right to prospect for, mine and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of March 3, 1922 (42 Stat. 415).

This entry is made under Section 29 of the Act of February 25, 1920 (41 Stat. 437) and the Act of March 4, 1923 (47 Stat. 1570) and the patent is issued subject to the rights of prior permittees or lessees to use so much of the surface of said land as is required for mining operations without compensation to the patentee for damages resulting from proper mining operations.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Anchorage, Alaska the EIGHTEENTH day of FEBRUARY in the year of our Lord one thousand nine hundred and SIXTY-SIX and of the Independence of the United States the one hundred and NINETIETH.

[SEAL]

By [signature]
Acting Alaska State Director

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STATE OF A

Patent Number 50-66-0066

PALMER 73-3424
Serial No.

BOOK 73 PAGE 228
Palmer Recording District

WARRANTY DEED

The Grantors, TOMMIE A. PHILLIPS and NORMA E. PHILLIPS, husband and wife, of Wasilla, Alaska, for and in consideration of the sum of TEN DOLLARS ($10.00), lawful money of the United States of America, and other good and valuable consideration, in hand paid, convey and warrant to JOHN A. LEVORSEN, a single man of Anchorage, Alaska, the following described real property situated in the State of Alaska, Third Judicial District, Palmer Recording District, and more particularly described as follows:

Lots 16 and 17, Block 1 of Scott Lake Subdivision as indicated on Plat filed [illegible] in the office of the District Magistrate, Ex-Officio, Recorder, Palmer, Alaska.

EXCEPTING AND RESERVING all mineral rights on said land, including rights for oil, gas and associated hydrocarbons.

DATED this 13 day of June, 1973.

Tommie A. Phillips
TOMMIE A. PHILLIPS

NORMA E. PHILLIPS

STATE OF ALASKA)
) SS:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this [illegible] day of [illegible] 1973, before me, the undersigned, a Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared TOMMIE A. PHILLIPS and NORMA E. PHILLIPS, known to me and known to be the persons who executed the foregoing instrument, and they acknowledged to me that they signed and sealed the same freely and voluntarily and for the uses and purposes therein above mentioned.

WITNESS my hand and notarial seal the day and year hereinabove last written.

Notary Public in and for Alaska

My commission expires: [illegible]

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STATE OF ALASKA

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PALMER, ALASKA 99645

JUN 22 3 49 AM '73
Palmer, Alaska

FILE MORE SHARE

Rec 539878.

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ice

ALASKA

2009-000390-0
Recording Dist: 311 - Palmer
1/7/2009 10:03 AM Pages: 1 of 1

Alaska Housing Finance Corporation

Building Energy Efficiency Standard (BEES) Certification

Owner of Record: Preferred Custom Homes of Ak. Inc.
Building is located at: 7411 W. Dean Dr. Wasilla AK 99654
(Street) (City)
Legal Description is: Lot 17 Block 1 Scott Lake Plat 71-88
Palmer Recording District
(include recording district)

Property is: ☒ New Construction ☐ Existing Construction
Date Construction Began: 4/18/08 (Defined as installation of the foundation)

☒ Certifying BEES 2007 - Property is Located in Zone: ☐6 ☒7 ☐8 urban ☐8 rural ☐9
☐ Certifying BEES 1991 - Property is Located in Region: ☐1 ☐2G ☐2A ☐3 ☐4 ☐5

THERMAL COMPLIANCE STATEMENT:

☐ Prescriptive Method ☒ Energy Rating Method: Rating: five stars
Rating software & version: ver.1.03d, lib: 10/22/08 Rater's Name: Bret D. Vice

I certify that I used the method indicated to determine that the structure located on the above described property complies with the thermal requirements of the Building Energy Efficiency Standard (BEES) as adopted by 15 AAC 155.010. I am approved to certify, having met all current BEES training & testing requirements, as a

☐ Energy Rater ☒ AK Licensed New Home Inspector ☐ Builder ☐ Architect ☐ Engineer ☐ Owner

My BEES Compliance Certification # 1078 Expiration Date: 2/01/2010

Name: Caryl L. Swinford Signature: [signature] Date: 9/1/08

VENTILATION COMPLIANCE STATEMENT:

I certify that the structure located on the above described property complies with the ventilation requirements of the Building Energy Efficiency Standard (BEES) as adopted by 15 AAC 155.010. I am approved to certify, having met all current BEES training & testing requirements, as a:

☐ Energy Rater ☐ AK Licensed New Home Inspector ☐ Mechanical Contractor ☒ Builder
☐ Architect ☐ Engineer ☐ Owner

If Certifying BEES 1991(select one): ☐ Option I ☒ Option II

My BEES Compliance Certification # 1092 Expiration Date 02/01/2010

Name: Randall Rolloff Signature: [signature] Date: ____

Form PUR-101
04/07

Return to
Steve Conley
4300 Birchwood
Wasilla AK 99654

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2009-000391-0
Recording Dist: 311 - Palmer
1/7/2009 10:03 AM Pages: 1 of 2

ALASKA

Alaska Housing FINANCE CORPORATION

SUMMARY OF BUILDING INSPECTIONS
Site-Built Construction

Owner of record: Schuyler Preferred Custom Homes of AK. Inc.

Legal description: Lot 17 Block 1 Scott Lake Plat 71-88 Palmer Recording District (include recording district)

Site address: 7411 W Dorr Dr Wasilla AK 99654

This certification is issued pursuant to the requirements of AK Statute 18.56.300 and AHFC's regulations 15 AAC 150.030. Use of alternate methods, such as videos, must have PRIOR WRITTEN APPROVAL of Alaska Housing Finance Corporation.

By my signature below, I certify I have the current, applicable certifications of authority. I am not personally or financially related to the builder, seller, buyer, real estate agent, or other interested party for this project, other than as a fee inspector.

1. PLAN APPROVAL

	Printed Name	Signature	License # *	Date
	Caryl L. Swinford	Caryl L. Swinford	AKHIN16	4/17/08

2. COMPLETION OF FOOTINGS & FOUNDATION

	Printed Name	Signature	License # *	Date
Footings	Caryl L. Swinford	Caryl L. Swinford	AKHIN16	4/16/08
Foundation	Caryl L. Swinford	Caryl L. Swinford	AKHIN16	4/16/08

3. COMPLETION OF FRAMING, ELECTRICAL, PLUMBING, & MECHANICAL

	Printed Name	Signature	License # *	Date
Framing	Caryl L. Swinford	Caryl L. Swinford	AKHIN16	7/24/08
Electrical	Caryl L. Swinford	Caryl L. Swinford	AKHIN16	7/24/08
Plumbing	Caryl L. Swinford	Caryl L. Swinford	AKHIN16	7/24/08
Mechanical	Caryl L. Swinford	Caryl L. Swinford	AKHIN16	7/24/08

Recorder: Index by Legal, Owner, and Builder

Form PUR-102
Page 1 of 2
01/06

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Legal description: Lot 17 Block 1 Scott Lake Palmer Recording District

4. COMPLETION OF INSTALLATION OF INSULATION AND VAPOR BARRIER

Printed Name	Signature	License # *	Date
Caryl L. Swinford	Caryl L. Swinford	AKHIN16	8/1/08

5. CONDITIONAL APPROVAL

Items to be completed: _____

_____ To be completed by: _____

Printed Name	Signature	License # *	Date

6. FINAL APPROVAL

Printed Name	Signature	License # *	Date
Caryl L. Swinford	Caryl L. Swinford	AKHIN16	12/15/08

* License # is the inspector's Registration # under AS 08.18 and 12 AAC 22

By my signature below, I certify that the required inspections have been completed and the building meets or exceeds standards set forth under AS 18.56.300 and 15 AAC 150.030. I also certify any/all engineered components are currently listed with the International Code Council (ICC) and to my knowledge there has been no action to rescind ICC approval.

Builder's Signature: Randall Roloff Date: 1-6-09

Builder's Name: Randall A. Roloff Builder's License # _____ (if applicable)

Business Name: Fairpoint Custom Homes AK, Inc.

Address: Po Box 875910-772

City, State: Wasilla, AK Zip 99687

Before me, a Notary Public in and for the State of Alaska, Randall A. Roloff has executed the foregoing document of his/her own free will.

Faye Kinnan
(Notary Signature)

My Commission expires: 3/1/10

Recorder: Index by Legal, Owner, and Builder

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Steve Gilroy
4860 Birchwood
Wasilla AK 99654

Form PUR-102
Page 2 of 2
01/05

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2009-000391-0

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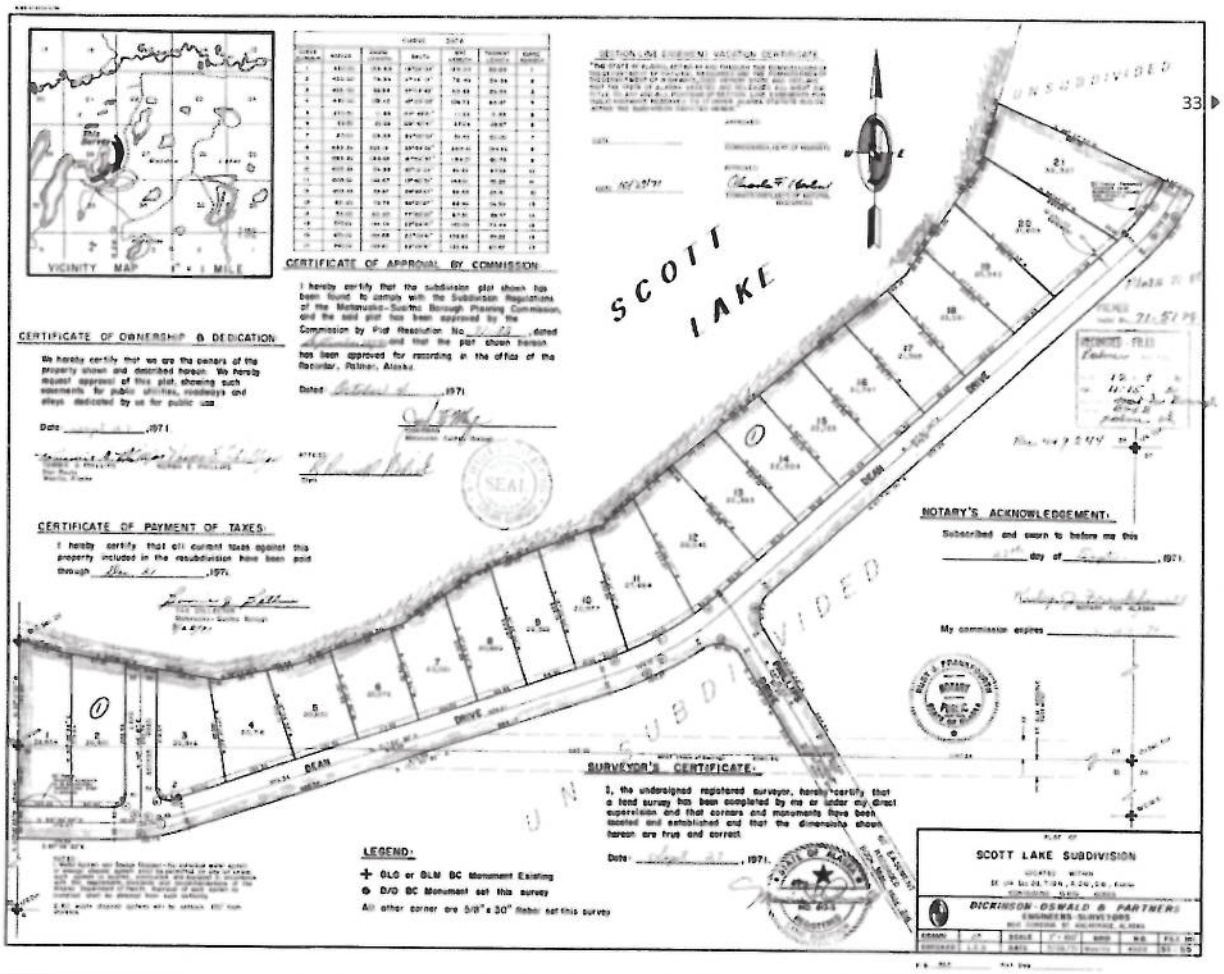

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HELP CENTER CALL 1 (513) 257-0551 MEMBER ID:

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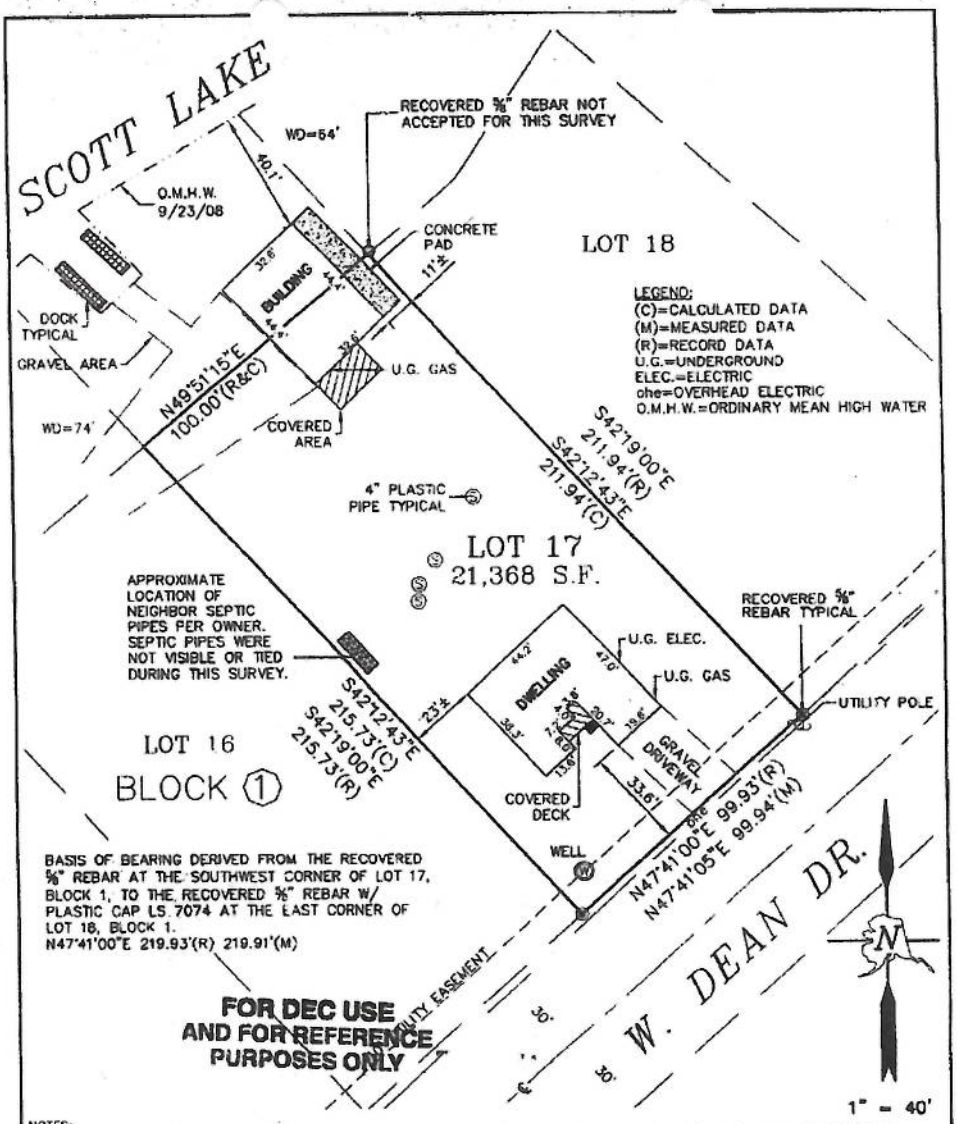

FOR DEC USE AND FOR REFERENCE PURPOSES ONLY

NOTES:
1. EXCEPTING FOR GROSS NEGLIGENCE, THE LIABILITY FOR THIS SURVEY SHALL NOT EXCEED THE COST OF PREPARING THIS SURVEY.
2. THIS SURVEY REPRESENTS VISIBLE IMPROVEMENTS & CONDITIONS ON THE DATE OF SURVEY.
3. THIS DOCUMENT DOES NOT CONSTITUTE A BOUNDARY SURVEY & IS SUBJECT TO ANY INACCURACIES THAT A SUBSEQUENT BOUNDARY SURVEY MAY DISCLOSE.
4. THIS SURVEY SUBSTANTIALLY COMPLIES WITH ASPLS MORTGAGE STANDARDS.
5. TIES TO PARTIALLY MONUMENTED OR UNMONUMENTED PROPERTY LINES ARE ±1 FT.
6. THIS SURVEY PERFORMED FOR PREFERRED CUSTOM HOMES. IT SHOULD ONLY BE USED FOR A SINGLE PROPERTY TRANSACTION. REUSE OF THIS DRAWING FOR ANY PURPOSE NOT STATED ABOVE WITHOUT THE EXPRESS WRITTEN CONSENT OF ALASKA RIM ENGINEERING, INC. IS A VIOLATION OF FEDERAL COPYRIGHT LAW.

EXCLUSION NOTE: IT IS THE RESPONSIBILITY OF THE OWNER TO DETERMINE THE EXISTENCE OF ANY EASEMENTS, COVENANTS, OR RESTRICTIONS WHICH DO NOT APPEAR ON THE RECORDED SUBDIVISION PLAT. UNDER NO CIRCUMSTANCES SHOULD ANY DATA HEREON BE USED FOR CONSTRUCTION OR FOR ESTABLISHING BOUNDARY OR FENCE LINES.

AS-BUILT

ALASKA RIM ENGINEERING, INC.
P.O. BOX 2749
PALMER, ALASKA 99645
PHONE: (907)745-0222
FAX: (907)746-0222

F.B. 08-18
T.M. H007

W.O. 0800488	PAGE: 1 of 1	SCALE: 1" = 40'	FILE: 0800488AS

I HEREBY CERTIFY THAT A MORTGAGE INSPECTION WAS PERFORMED UNDER MY DIRECTION ON THE FOLLOWING DESCRIBED PROPERTY:
LOT 17, BLOCK 1, SCOTT LAKE SUBDIVISION.
PLAT No. 71-88, PALMER RECORDING DISTRICT, PALMER, ALASKA
EASEMENTS OF RECORD OTHER THAN THOSE SHOWN ON THE RECORDED PLAT ARE NOT SHOWN HEREON. SURVEYED ON THE 23rd DAY OF SEPTEMBER, 2008.

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STATE OF ALASKA

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