



***First American
Title Insurance Company***

LISTING PACKAGE

7/10/2026

angie@ferris.group

Attn: Angie Ferris

We appreciate the opportunity to serve you and thank you for choosing First American Title. Attached please find the following:

- ☒ Tax Information
- ☒ Vesting Deed
- ☒ Deed of Trust
- ☐ As Built
- ☒ As Built Not Found
- ☒ Plat Map
- ☐ Tax Map
- ☒ CCR's
- ☐ CCR's Not Found
- ☒ Other: Building Certification & Building Inspection

Owner Name(s): BARNHILL CRAIG & BARNHILL ELIZABETH

Physical Address: 2268 S Amherst Ct, PALMER, AK 99645

Legal Description: LOT 8 BLOCK 6 WELLINGFIELD E, PLAT NUMBER 83-49, PALMER RECORDING DISTRICT

Please do not hesitate to contact me at 907-561-1844 or cs.alaska@firstam.com if I may be of further assistance. I understand you have a choice and hope you will choose First American Title for your next transaction. Have a wonderful day!

Sincerely,

Kellie Trolz

Kellie Trolz, Title Customer Service

Enclosures

NOTICE OF DISCLAIMER OF LIABILITY

This letter and the accompanying materials do not constitute a policy of Title Insurance or a Commitment for Title Insurance. Further, they are not an abstract of title. These materials are furnished as a courtesy by First American Title Insurance Co., and the Company does not take responsibility for the completeness or accuracy of the materials. If you desire a complete report on the status of title, please contact the above-named person to arrange for a Commitment or Policy. No transaction or decision should be made based on these materials until such time as the Company has the opportunity to perform a complete search and is prepared to issue a Policy.

**3035 C Street, Anchorage, AK 99503
TEL 907-561-1844 | FAX 907-561-1948
ak.firstam.com**



MATANUSKA-SUSITNA BOROUGH

Real Property Detail for Account: 52464B06L008

Last Updated: 7/10/2026 9:00 AM

Site Information

Account Number	52464B06L008	Subdivision	WELLINGFIELD E
Parcel ID	1585	City	None
TRS	S17N01E16	Tax Map	WA10
Abbreviated Description (Not for Convenience)	WELLINGFIELD E BLOCK 6 LOT 8		
Site Address 1	2268 S Amherst Ct		

Ownership

Owners	BARNHILL CRAIG & ELIZABET	Buyers	
Owner's Primary Address	2268 S AMHERST CT PALMER AK 99645	Buyer's Primary Address	

Appraisal Information

Year	Land Value	Building Value	Total Appraisal
2026	\$43,700	\$328,400	\$372,100
2025	\$38,000	\$310,100	\$348,100
2024	\$38,000	\$289,300	\$327,300

Assessments

Year	Land Assessed	Building Assessed	Total Assessed ¹
2026	\$43,700	\$328,400	\$372,100
2025	\$38,000	\$310,100	\$348,100
2024	\$38,000	\$289,300	\$327,300

► [View Building Details](#)

Tax/Billing Information

Year	Certified	Zone	Mill	Tax Billed
2026	Yes	0006	11.506	\$4281.39
2025	Yes	0006	12.453	\$4334.90
2024	Yes	0006	12.81	\$4192.71

Recorded Documents

Date	Type	Recording Info (offsite link to DNR)
05/02/2023	WARRANTY DEED (ALL TYPES)	Palmer 2023-007263-0
03/20/2020	WARRANTY DEED (ALL TYPES)	Palmer 2020-005786-0
02/26/2003	WARRANTY DEED (ALL TYPES)	Palmer 2003-004888-0

Tax Account Status ²

Status	Tax Balance	Farm	Disabled Veteran	Senior	Total ³	LID Exists
Current	\$4,281.39	\$0	\$0	\$0	\$0	No

Land and Miscellaneous

Gross Acreage	Taxable Acreage	Assembly District	Precinct	Fire Service Area	Road Service Area
0.92	0.92	Assembly District 002	26-375	130 Central Mat-Su	009 Midway RSA

¹ Total Assessed is net of exemptions and deferments. rest, penalties, and other charges posted after Last Update Date are not reflected in balances.

² If account is in foreclosure, payment must be in certified funds.

³ If you reside within the city limits of Palmer or Houston, your exemption amount may be different.

**WARRANTY DEED**

(Creating Tenancy by the Entirety)

STC 1970199

The Grantor, DAVID JESSE EDDY and RENE EDDY, husband and wife, whose address is 716 Hickory St. Great Falls, MT 59405 for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, does hereby convey and warrant unto the Grantee, CRAIG BARNHILL and ELIZABETH BARNHILL, husband and wife, whose address is 88 Lincoln Lane Hodgenville, KY 42748 as TENANTS BY THE ENTIRETY, with the right of survivorship, and to the heirs and assigns of the survivor, the following described real property:

Lot 8, Block 6, WELLINGFIELD EAST SUBD., according to the official plat thereof, filed under Plat No. 83-49, Records of the Palmer Recording District, Third Judicial District, State of Alaska.

SUBJECT TO ALL reservations, easements, exceptions, restrictions, covenants, by-laws, conditions, plat notes and rights-of-way of record, if any.

SUBJECT TO taxes and/or assessments due the Matanuska-Susitna Borough for the year 2023, a lien but levy therefore has not been made.

SUBJECT TO all matters shown on the plat filed under Plat No. 83-49 located in the Palmer Recording District, Third Judicial District, State of Alaska.

TOGETHER WITH, ALL AND SINGULAR, the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the premises, all and singular, together with the appurtenances and privileges thereto incident unto said Grantee, and to the heirs, executors, administrators and assigns of the survivor, FOREVER.

DATED 1 MAY 2003.

GRANTOR:

David Jesse Eddy
DAVID JESSE EDDY

Renea Eddy
RENEA EDDY

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on 5/1/23,
by DAVID JESSE EDDY and RENE EDDY.

Heather Billsborough
Notary Public in and for Alaska
My Commission expires: 12/8/26

STATE OF ALASKA
NOTARY PUBLIC
Heather Billsborough
My Commission Ends December 8, 2026



DATED 1 MAY 23.

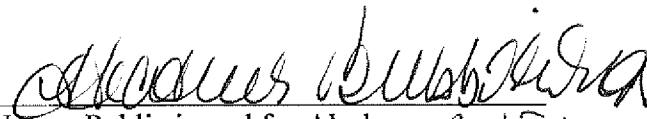
GRANTEE:


CRAIG BARNHILL

Elizabeth Barnhill by Craig Barnhill, Attorney in fact
ELIZABETH BARNHILL, by her Attorney in fact, CRAIG BARNHILL

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on 5/1/23,
by CRAIG BARNHILL, individually and as Attorney in fact for ELIZABETH BARNHILL.


Notary Public in and for Alaska
My Commission expires: 12/8/26

STATE OF ALASKA
NOTARY PUBLIC
Heather Billsborough
My Commission Ends December 8, 2026



Record in the Palmer Recording District
Return to Craig and Elizabeth Barnhill

88 Willow Hill
Woodville, KY 42748





After Recording Return To:
UNITED WHOLESALE MORTGAGE, LLC
585 SOUTH BOULEVARD E
PONTIAC, MI 48341
ATTN: POST CLOSING MANAGER
Loan Number: 1223157653
Case Number: 63-63-6-0409140

[Space Above This Line For Recording Data]

STA 1970199

DEED OF TRUST

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

MIN: 100032412231576536

MERS Phone: 888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 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 May 1, 2023, together with all Riders to this document.

(B) "Borrower" is Craig Barnhill and Elizabeth Barnhill, Husband and Wife, As Joint Tenancy with Full Rights of Survivorship

Borrower is the trustor under this Security Instrument.

(C) "Lender" is United Wholesale Mortgage, LLC

Lender is a LIMITED LIABILITY COMPANY
and existing under the laws of MICHIGAN

organized



Lender's address is 585 South Boulevard E, Pontiac, Michigan 48341

(D) "Trustee" is STEPHEN D. ROUTH, ESQ. RCO LEGAL-ALASKA, INC.
911 W. 8TH AVE., SUITE 200, ANCHORAGE, ALASKA 99501

(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 May 1, 2023

The Note states that Borrower owes Lender THREE HUNDRED SEVENTY-SEVEN THOUSAND
FORTY-FIVE AND 00/100 Dollars (U.S. \$ 377,045.00)

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1, 2053

(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]:

- | | |
|--|--|
| ☐ Adjustable Rate Rider | ☐ Planned Unit Development Rider |
| ☐ Balloon Rider | ☐ Biweekly Payment Rider |
| ☐ 1-4 Family Rider | ☐ Second Home Rider |
| ☐ Condominium Rider | ☒ Other(s) [specify]
VA Assumption Policy Rider |

(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.

(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.

(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 (12 C.F.R. Part 1024), 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

COUNTY Palmer of
[Type of Recording District]

MATANUSKA-SUSITNA
[Name of Recording District]

Third Judicial District:

See Attached
A.P.N.: 1585

which currently has the address of

2268 S AMHERST CT

[Street]

PALMER

, Alaska

99645

("Property Address"):

[City]

[Zip Code]

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.

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 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 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.



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 21 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 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. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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 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 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 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; Acceleration; Assumption. 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. The acceptability of any assumption shall also be subject to the following additional provisions:

(a) **Funding Fee:** A fee equal to one-half of 1 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).

(b) **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.

(c) **Indemnity Liability Assumption:** 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.

If the acceptability of the assumption of this loan is not established for any reason, and Lender exercises its option to declare all sums secured by this Security Instrument immediately due and payable, 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 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 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 21 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.

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

21. 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 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 21, 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 21 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 21.

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.

22. 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.

23. 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.

24. 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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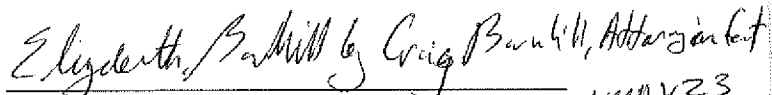
NOTICE TO BORROWER

Department of Veterans Affairs regulations at 38 C.F.R. 36.4337 provide as follows:

"Regulations issued under 38 U.S.C. Chapter 37 and in effect on the date of any loan which is submitted and accepted or approved for a guaranty or for insurance thereunder, shall govern the rights, duties, and liabilities of the parties to such loan and any provisions of the loan instruments inconsistent with such regulations are hereby amended and supplemented to conform thereto."

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


Borrower Craig Barnhill
Date 1 MAY 23


Borrower Elizabeth Barnhill BY Craig Barnhill, Attorney In Fact
Date 1 MAY 23



[Space Below This Line For Acknowledgment]

State of ALASKA,

Third Judicial District (or County or Municipality of MATANUSKA-SUSITNA)

The foregoing instrument was acknowledged before me this 5/1/2023 (date)

by Craig Barnhill AND Elizabeth Barnhill BY Craig Barnhill, Attorney In Fact

(name of person who acknowledged).

STATE OF ALASKA
NOTARY PUBLIC
Heather Billsborough
My Commission Ends December 8, 2026



[Signature]
(Signature of Person Taking Acknowledgment)

Notary

Title or Rank

(Seal)

Serial Number, if any

My commission expires on: 12/8/2026

Loan Originator: Lucas Adams, NMLSR ID 2107661
Loan Originator Organization: Motto Mortgage Aurora, NMLSR ID 2348053
Loan Originator Organization: UNITED WHOLESALE MORTGAGE, LLC, NMLSR ID 3038

ALASKA - Single Family - UNIFORM INSTRUMENT
MODIFIED FOR DEPARTMENT OF VETERANS AFFAIRS - MERS
(Rev. 1/01) Page 15 of 15

DocMagic eForms



EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 1970199

Lot 8, Block 6, WELLINGFIELD EAST SUBD., according to the official plat thereof, filed under Plat No. 83-49, Records of the Palmer Recording District, Third Judicial District, State of Alaska.

File No.: 1970199

Page 1 of 1



16 of 18

VA ASSUMPTION POLICY RIDER**THIS LOAN IS NOT ASSUMABLE
WITHOUT THE APPROVAL OF THE
DEPARTMENT OF VETERANS AFFAIRS
OR ITS AUTHORIZED AGENT.**

THIS ASSUMPTION POLICY RIDER is made this 1st day of May, 2023, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt ("Instrument") of the same date herewith, given by the undersigned ("Borrower") to secure the Borrower's Note ("Note") of the same date to UNITED WHOLESale MORTGAGE, LLC

(the "Lender") and covering the property described in the Instrument and located at:

2268 S AMHERST CT, PALMER, ALASKA 99645
(Property Address)

Notwithstanding anything to the contrary set forth in the Instrument, Borrower and Lender hereby acknowledges and agrees to the following:

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits", the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: If all or any part of the Property or any interest in it is sold or transferred, this loan shall be immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferee ("assumer"), unless the acceptability of the assumption and transfer of this loan is established by the Department of Veterans Affairs or its authorized agent pursuant to section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

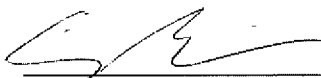


(A) ASSUMPTION FUNDING FEE: A fee equal to one-half of 1 percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Secretary of Veterans Affairs. If the 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).

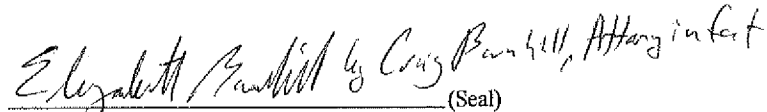
(B) ASSUMPTION PROCESSING CHARGE: Upon application for approval to allow assumptions and transfer of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when 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.

(C) ASSUMPTION 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, including the obligation of the veteran 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.

IN WITNESS WHEREOF, Borrower(s) has executed this Assumption Policy Rider.



Craig Barnhill (Seal)
-Borrower



Elizabeth Barnhill BY Craig Barnhill, Attorney In Fact (Seal)
-Borrower



M 18063

SUMMARY OF BUILDING INSPECTIONS
For Site-Built Construction

Owner of record: Hall Quality Homes, P.O. Box 1987 Palmer AK 99645

Legal description: 1.8 B6 Dearborn Drive, Wasilla AK 99654 Palmer Recording District Plat #83-49
Wellington East
Dearborn Dr.

Site address: 6201 E. Wellington East Wasilla AK 99654
(include recording district)

This certification is issued pursuant to the requirements of AK Statute 18.56.300 and AHFC's regulations 15 AAC 150.030. The Electrical inspection may be completed by an inspector qualified under the International Association of Electrical Inspectors. An Architect or Engineer may only perform inspections for a project or phase of construction conducted in a community with a population of 5,500 or less that is not connected by road or rail to Anchorage or Fairbanks. 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, realtor, or other interested party for this project, other than as a fee inspector.

McKINLEY TITLE & TRUST
1700 E. PARKS HWY.
WASILLA, ALASKA 99687
1998 NO 23 AM 9:57
REQUESTED BY
023345
PALMER
RECORDING DISTRICT

1) **PLAN APPROVAL:**
William H Bruu / William H Bruu 55728 6/17/98
Name (Please Print) Signature * ICBO # Date

2) **COMPLETION OF FOOTINGS AND FOUNDATION:**
a. Footings:
William H Bruu / William H Bruu 55728 8/4/98
Name (Please Print) Signature * ICBO # Date
William H Bruu / William H Bruu 55728 8/6/98
Name (Please Print) Signature * ICBO # Date

COMPLETION OF FRAMING, ELECTRICAL, PLUMBING, & MECHANICAL:
a. Framing: (If preassembled panels were used, each panel was appropriately stamped with the ICBO listing number.)
William H Bruu / William H Bruu 55728 10/14/98
Name (Please Print) Signature * ICBO # Date
b. Electrical:
William H Bruu / William H Bruu 55728 10/14/98
Name (Please Print) Signature * ICBO # Date
c. Plumbing:
William H Bruu / William H Bruu 55728 10/14/98
Name (Please Print) Signature * ICBO # Date
d. Mechanical:
William H Bruu / William H Bruu 55728 10/14/98
Name (Please Print) Signature * ICBO # Date

COMPLETION OF INSTALLATION OF INSULATION AND VAPOR BARRIER:
William H Bruu / William H Bruu 55728 10/16/98
Name (Please Print) Signature * ICBO # Date

CONDITIONAL APPROVAL:
Items to be completed: _____

_____ To be Completed by: _____ 19
Name (Please Print) Signature * ICBO # Date

6) **FINAL APPROVAL:**
William H Bruu / William H Bruu 55728 11/19/98
Name (Please Print) Signature * ICBO # Date

* Or, if applicable, Electrician, Architect or Engineer State Registration Number.

By my signature below I hereby certify that the required inspections have been completed and that the building meets or exceeds the standards set forth under AS 18.56.300 and 15 AAC 150.030. I also certify that any preassembled wall panels are currently listed with ICBO and to my knowledge there has been no action taken to rescind the ICBO approval.

Builder's Signature Jess Hall Date 11/20/98

Builder's Name JESS HALL, PRESIDENT Builder's License # 22921

Name of Business HALL QUALITY HOMES aka SELWAY CORPORATION (if applicable)

Address PO Box 1987

City, State PALMER AK Zip 99645

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

Joan Lease
My commission expires: _____

AFTER RECORDING MAIL TO:
HALL QUALITY HOMES
PO BOX 1987
PALMER AK 99645

Joan Lease, Notary Public
State of Alaska
My Commission Expires 10/12/2001

Recorder: Index by legal, owner, and builder

ORIGINAL

11/20/98

RECORDING DISTRICT

023346

1625

1998 RD 23 AM 9:57

Building Energy Efficiency Standard (BEES) Certification
★★★★★ Home Energy Rated Method ★★★★★

McKINLEY TITLE & TRUST
1700 E. PARKS HWY.
WASILLA, ALASKA 99687

I. Owner of record: Hall Quality Homes

Building is located at: 6201 East Dearborn Drive, Wasilla, AK 99654
(Street) (City)

Legal Description is: L8 B6 Wellington East, Wasilla, AK 99654

Palmer Recording District (include recording district). Plat #83-49

II. RATING COMPLIANCE: Region property is located in: 1 ☐ 2 G ☒ 2 A ☐ 3 ☐ 4 ☐ 5 ☐

Software program used: ☒ AKWarm ☐ Other*: (Identify)

*NOTE: Only those software programs independently tested and approved by AHFC are acceptable.

Home Energy Rating: 5 Star

Date Construction Started¹¹: 8/4/98

¹¹Note: Defined as installation of the foundation

Rater # 61

Rater's Name: William H. Bruu
(Please type or print legibly)

III. VENTILATION COMPLIANCE STATEMENT: Construction on the above legally described property meets the ventilation requirements as set forth in the Building Energy Efficiency Standard (BEES) under Option I or Option II.

IV. COMPLIANCE STATEMENT: (This statement applies only to Section III Ventilation).

- A. ☒ I hereby Certify that I am eligible under the provisions of 15 AAC 155.030(a)(2) to certify compliance with BEES ventilation requirements and that I am a licensed architect, engineer or ICBO certified building inspector, and have taken the Alaska Craftsman Home Program or other comparable building course specifically approved in writing.
- B. ☐ I hereby Certify that I am the contractor of the building and eligible to self certify compliance with BEES ventilation requirements under the provision of AS 18.56.096 and that I have taken the Alaska Craftsman Home program or other comparable building course specifically approved in writing by AHFC.
- C. ☐ I hereby Certify that I am the owner of the building and eligible to self certify compliance with BEES ventilation requirements under the provision of AS 18.56.096 and that I have taken the Alaska Craftsman Home Program or other comparable building course specifically approved in writing by AHFC.

TO BE COMPLETED ONLY IF BOX A OR B ABOVE IS MARKED

Name: <u>William H. Bruu</u>	Signature: <u>William H. Bruu</u>
License or Certification # and Type: <u>ICBO 55728</u>	Date: <u>11/19/98</u>

V. By my signature below I hereby certify that AS 18.56.096(c) has been met and that the building meets or exceeds the Standard set forth under AS 18.56.096(c).

Builder/Owners Name HALL QUALITY HOMES Signature BY: Jess Hall
aka SELWAY CORPORATION JESS HALL, PRESIDENT

Address PO Box 1987

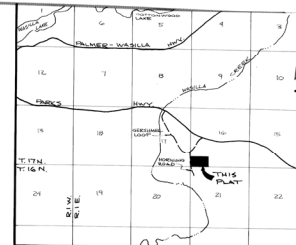
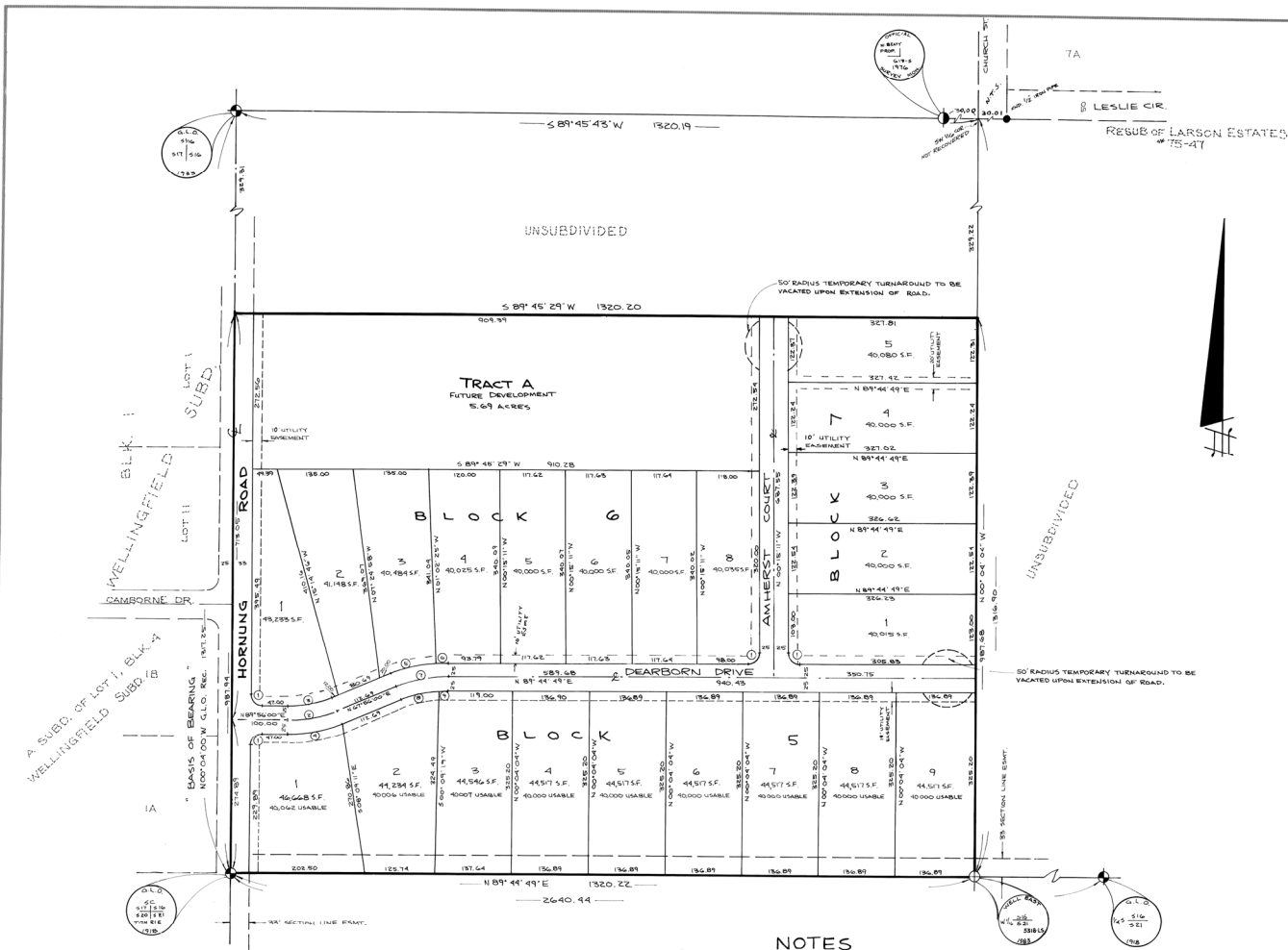
City, State Palmer AK Zip 99645 Date 11/20/98

Before me, a Notary Public in and for the State of Alaska JESS HALL, PRESIDENT
has executed the foregoing document of his or her own free will. (Builder/Owner)

Joan Lease
(Notary Signature)

Joan Lease, Notary Public
State of Alaska
My Commission Expires 10/12/2001

My Commission expires: _____
Return to: HALL QUALITY HOMES
PO BOX 1987
PALMER AK 99645



VICINITY MAP SCALE 1"=1 MILE

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (We), hereby certify that I (We) hold the herein specified property interest in the property described herein. I (We) hereby dedicate to the Municipality of Anchorage all areas depicted for use as public utility easements, streets, alleys, thoroughfares, parks, and other public areas shown hereon. I (We), hereby agree to this plat, and to any restrictions or covenants appearing hereon and any such restriction or covenant shall be binding and enforceable against present and successive owners of this subdivided property.

Berkley H. Tilton Date *4-8-83*
CROSS CREEK INC.
 BERKLEY H. TILTON, PRES.
 P.O. BOX 1652
 ANCHORAGE, AK 99510

NOTARY'S ACKNOWLEDGEMENT

Subscribed and sworn to before me this *8th* day of *APRIL*, *1983*.
 Personally appeared *BERKLEY H. TILTON*
 My Commission Expires *3-17-86*
Alvin A. Dollerhide
 Notary Public for the State of Alaska



CERTIFICATE OF REGISTERED LAND SURVEYOR

I, the undersigned, being a duly registered land surveyor, do hereby certify that this is a true and correct representation of the land surveyed by me or under my direct supervision, that the distances and bearings are shown correctly and the error of closure for field traverses does not exceed one part in 5000, and that all exterior control monuments, all other monuments, and lot corners have been located and staked.

Michael J. Hume
 Registered Land Surveyor



CERTIFICATE OF APPROVAL BY THE COMMISSION

I hereby certify that the subdivision plat shown herein has been found to conform with the provisions of the Alaska Subdivision Regulations and the rules and regulations approved by the Planning Board. *Planning Board Resolution No. 82-11-1* dated *12-8-82* and that the plat shown herein has been approved for recording in the office of the Recorder in the Recording District in which the plat is located.

Date *April 20, 1983*
 Attest *Richard W. Sullivan*
 Planning Director, Anchorage
Michael J. Hume
 Recording Clerk

CERTIFICATE OF PAYMENT OF TAXES

We hereby certify that all current taxes through *December 31, 1982* against the property included in the subdivision or parcels shown have been paid.
 Date *April 20, 1983* Tax Collector *Ray J. Kelly*

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.

USABLE AREA

Usable area means only that area where the seasonal high water table is a minimum of eight feet below the ground surface, and excludes that area within section line easements.

RIGHT-OF-WAY

Right-of-way is provided by existing public roads and streets dedicated to public use in this subdivision.

NOTES

1) LOTS 7 & 8, BLOCK 7, CONTAIN SLOPES EXCEEDING 25%. EACH LOT, HOWEVER, CONTAINS AT LEAST 20,000 SQUARE FEET OF AREA WITH SLOPES LESS THAN 25%.

2) TRACT A WILL REQUIRE THAT ANY SEPTIC DISPOSAL SYSTEM, INSTALLED, BE LOCATED IN THE VICINITY OF THE SOUTHEAST CORNER OF THE TRACT DUE TO UNSUITABLE SOILS ELSEWHERE.

3) ALL LOTS WITHIN THIS SUBDIVISION HAVE ADEQUATE USABLE AREAS FOR WASTEWATER DISPOSAL; HOWEVER, SOME LOTS HAVE MODERATE DEPTHS TO THE WATERTABLE AND MAY REQUIRE SHALLOW SOIL ABSORPTION FIELDS TO MAINTAIN THE REQUIRED FOUR-FOOT SEPARATION FROM THE BOTTOM OF THE FIELD TO THE SEASONAL HIGH WATER TABLE.

LEGEND

- OFFICIAL G.L.O. BRASS CAP MONUMENT RECOVERED.
- 3" BRASS CAP MONUMENT RECOVERED.
- 2 1/2" ALUMINUM CAP MONUMENT 30" LONG, SET THIS SURVEY.
- 5/8" x 30" REBAR SET ALL LOT CORNERS, ANGLE POINTS, PC & PT.

SETBACKS

- No structure shall be placed nearer than twenty-five (25) feet from the right-of-way line of any public right-of-way.
- No structure shall be placed nearer than ten (10) feet from any rear or side lot line.
- No structure shall be closer than seventy-five (75) feet from any body of water.
- No part of a sub-surface sewage disposal system shall be closer than one hundred (100) feet from any body of water or water course.

AREAS

TOTAL	29.938	Acres
ROADS	2.954	Acres
LOTS (25)	26.984	Acres

CURVE DATA

NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD
1	90°00'00"	20.00	31.42	20.00	28.28
2	22°00'00"	235.00	90.25	45.65	89.68
3	22°00'00"	210.00	80.62	40.82	80.14
4	77°00'00"	250.00	94.88	50.54	94.22
5	17°04'00"	260.00	77.45	39.01	77.16
6	04°44'49"	260.00	21.94	10.78	21.93
7	21°48'49"	255.00	89.47	45.26	88.95
8	17°04'00"	210.00	62.55	31.51	62.92
9	04°44'49"	210.00	17.40	8.70	17.39

WELLINGFIELD EAST SUBD.	
SW 1/4, Section 16, T.17 N., R.1 E., Seward Meridian, Alaska	
Containing 29.938 Acres	
F.R. DOLLERHIDE, P.E. CONSULTING ENGINEER P.O. BOX 879, WASILLA, ALASKA 99687	
DRAWN BY: JKS	SCALE: 1" = 100 FEET
CHECKED BY: FPD	DATE: FEB. 17, 1983
SHEET NO. 1 of 1	

PROTECTIVE COVENANTS AND RESTRICTIONS FOR
WELLINGFIELD EAST

PREAMBLE

CROSS CREEK, INC. does hereby establish and file for record the following declarations, reservations, protective covenants, limitations, conditions, and restrictions regarding the use and/or improvement of the property located in the WELLINGFIELD EAST subdivision which is part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 16, Township 17 North, Range 1 East, Seward Meridian; more particularly described as follows:

The South 990' of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 16, Township 17 North, Range 1 East Seward Meridian, Alaska.

The plat of this subdivision is recorded in the office of the Recorder for the Palmer Recording District as Plat No. 83-42, Serial No. 83-7237 of the said records, which said plat makes references to these covenants.

COVENANTS

1. All lots except Tract A may be used for single or two-family residential purposes only. Tract A may be used for multi-family residential purposes or for commercial purposes.
2. All driveway approaches will be built from the driving surface of the main road to the edge of the lot, with a minimum 12 feet width on top and perpendicular to the road.
3. Buildings or attachments may not be located on any lot nearer than twenty-five (25) feet to any road easements. No buildings or attachments shall be located on any lot nearer than ten (10) feet to the rear lot line or any interior lot line.
4. It being the intention and purpose of the covenants to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, the minimum ground floor area of the main structure exclusive of one-story open porches and garages shall contain not less than 1024 square feet for one-story dwelling, or less than 768 square feet for a dwelling of more than one story. All lots are restricted to buildings and dwelling with permanent foundations. Mobile homes are not allowed.
5. Buildings may not remain in an unfinished state externally for more than one (1) year. All garages, out-buildings, and storage buildings shall be of the same desirable quality and workmanship as the residential dwelling. No quonset huts or surplus buildings shall be held on any lot for any purpose. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.
6. Signs shall not be displayed to the public view on any lot except one sign of not more than five (5) square foot advertising the property for sale or rent and a sign of equal size to show property ownership. Tract A is excepted from this restriction.

7. In order to maintain the natural setting and aesthetic value of the WELLINGFIELD EAST subdivision, extreme care will be taken in the construction phase to retain as many of the trees and the natural vegetation as possible. In any case a minimum of forty (40) percent of the existing trees will be left on each lot. Thinning is permitted to obtain areas for lawns or views, but clear cutting is not. In any landscaping effort tree stumps shall not exceed three (3) inches in height from the natural ground elevation and all tree trunks and trimmings must be removed from the lot within thirty (30) days of cutting.

8. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat.

9. All water wells and septic systems shall be a minimum distance of one hundred (100) feet apart within and without of each lot. Sewage disposal systems shall be designed, located, constructed and approved in accordance with the requirements, standards, and recommendations of Alaska Department of Environmental Conservation. No dwelling shall be occupied prior to construction of an approved disposal system.

10. Lots shall not be used or maintained as a dumping ground for rubbish. No private garbage pits will be allowed. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No lot shall be used for storage of derelict or unregistered motor vehicles or any unsightly accumulation of surplus property. No heavy equipment allowed.

11. Activity which is noxious or offensive shall not be permitted nor shall anything be done thereon which may be unsightly, or become an annoyance or nuisance to the neighborhood. Any items that may be viewed as objectionable such as bicycles, snow machine or yard working tools must be stored out of view of the streets and neighbors.

12. Animals, livestock, or poultry may not be raised, bred or kept on any lot except dogs, cats or other normal household pets, provided that they are not kept, bred, or maintained for any commercial purposes. All dogs shall be restrained as necessary to prevent their becoming a nuisance.

13. No overhead connections of electricity will be allowed on any lot or tract. All connections shall be under ground.

14. There are no oil or mineral rights acquired with this land. All such oil or mineral rights if any are retained by CROSS CREEK, INC. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any of the lots covered by these covenants, nor shall oil wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any of the lots covered by these covenants. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted and no extraction of minerals will be permitted within a 500 foot buffer measured vertically from the surface of any lot covered by these covenants.

GENERAL PROVISIONS

1. These covenants and general provisions are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by the owners of a majority of lots of record has been recorded, agreeing to change said covenants and/or general provisions in whole or part.

2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages and such actions may be brought by the owner or owners of record of any lot in the subdivision.

3. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 24TH day of March, 1983.

CROSS CREEK, INC.

BY *B.H. Tilton*
B.H. Tilton - President

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

SS.

THIS IS TO CERTIFY that on the 24th day of March, 1983, before me, the undersigned Notary Public in and for the State of Alaska, personally appeared B. H. Tilton, to me known to be the PRESIDENT of the corporation described in and who executed the above and foregoing instrument and acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

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

Victoria E. Jones
Notary Public in and for Alaska
My Commission Expires: 06-17-84

83- 007238

14-

RECORDED-FILED
PALMER REC.
DISTRICT

APR 20 4 12 PM '83

REQUESTED BY

ADDRESS

MC-TAN-SONA - SUSANA BUNDOON
BOX 8
PALMER, ALASKA 99645

175381