stewart title

Property Profile Report

7/20/2026

7211 Sanak Circle, Anchorage, AK 99504

Purported owner of Record: Edwin James Swenson

Prepared by:

Erin Hodgson
Stewart Title of Fairbanks
714 Gaffney Rd
Fairbanks, AK 99701
(907) 631-4861
alaskacs@stewart.com

Prepared for:

The Switzer Team

Report Provided by:

Stewart Title of Fairbanks
714 Gaffney Rd
Fairbanks, AK 99701
(907) 456-3474
www.stewart.com/fairbanks

stewart title

- [x] Tax Report
- [ ] BEES Certificate
- [ ] Summary of Bldg Insp
- [x] Vesting Deed
- [x] Deed of Trust
- [ ] CC&R's
- [x] Plat Map
- [x] No As-Built
- [ ] As-Built Attached
- [ ] As-Built Requested/Will forward if rcvd
- [ ] Other
- [ ] Notice of Default

Disclaimer

PARID: 00636174000
SWENSON EDWIN JAMES 7211 SANAK CIR LUC: 101
TAX YEAR: 2026

Property Information

Appeal Filing Deadline:	**2/11/2026**
Late Appeal Request Deadline:	**03/13/2026**
Property Location:	7211 SANAK CIR
Class:	R - Residential
Use Code (LUC):	101 - Residential 1 Family
Condo/Unit #:	
Tax District:	03
Zoning:	R2A
Plat #:	710055
HRA #:	000000
Grid #:	SW1540
Deeded Acres:	
Square Feet:	9,489
Legal Description:	CHESTER HEIGHTS #1 BLK 8 LT 24
Economic Link:	No

Show Parcel on Map

Owner

Owner	SWENSON EDWIN JAMES
Co-Owner	
Care Of	
Address	7211 SANAK CIRCLE
City / State / Zip	ANCHORAGE, AK 99504 3415
Deed Book/Page	006/36

Tax Information

Parcel	Roll Type	Tax Year	Cycle	DID	Gross Tax Amount	Res Exemption	Sr/Vet Exemption	IPC Billed	Paid Amount	Net Due	Interest Due	Penalty Due	Costs Due	Total Due	Due Date
00636174000	RP	2026	1		3,147.48	-583.88	-1,167.75	.00	-1,395.85	.00	.00	.00	.00	.00	06/30/2026
00636174000	RP	2026	2		3,147.48	-583.88	-1,167.75	.00	.00	1,395.85	.00	.00	.00	1,395.85	08/31/2026
00636174000	RP	2025	1		3,278.80	-592.13	-1,184.25	.00	-1,502.42	.00	.00	.00	.00	.00	06/30/2025
00636174000	RP	2025	2		3,278.80	-592.12	-1,184.25	.00	-1,502.43	.00	.00	.00	.00	.00	08/31/2025
00636174000	RP	2024	1		3,142.63	-605.44	-1,210.88	.00	-1,326.31	.00	.00	.00	.00	.00	06/30/2024
00636174000	RP	2024	2		3,142.63	-605.44	-1,210.87	.00	-1,326.32	.00	.00	.00	.00	.00	08/31/2024
00636174000	RP	2023	1		3,096.05	-638.63	-1,277.25	.00	-1,180.17	.00	.00	.00	.00	.00	06/30/2023
00636174000	RP	2023	2		3,096.05	-638.62	-1,277.25	.00	-1,180.18	.00	.00	.00	.00	.00	08/31/2023
00636174000	RP	2022	1		2,992.47	-421.00	-1,263.00	.00	-1,308.47	.00	.00	.00	.00	.00	07/31/2022
00636174000	RP	2022	2		2,992.47	-421.00	-1,263.00	.00	-1,308.47	.00	.00	.00	.00	.00	09/30/2022
00636174000	RP	2021	1		5,723.15	-901.00	-2,702.99	.00	-2,119.16	.00	.00	.00	.00	.00	06/15/2021
00636174000	RP	2020	1		5,277.06	-855.00	-2,564.99	.00	-1,857.07	.00	.00	.00	.00	.00	07/15/2020
00636174000	RP	2019	1		4,943.99	-818.00	-2,453.99	.00	-1,672.00	.00	.00	.00	.00	.00	06/15/2019
00636174000	RP	2018	1		4,811.76			.00	-4,811.76	.00	.00	.00	.00	.00	06/15/2018
00636174000	RP	2017	1		4,577.41			.00	-4,577.41	.00	.00	.00	.00	.00	06/15/2017
00636174000	RP	2016	1		4,274.91			.00	-4,274.91	.00	.00	.00	.00	.00	06/15/2016

Make a Payment

Assessed Value

Tax Year	Roll Type	LUC	Class	Land	Building	Total Appraised
2026	RP	101	R	111,200	293,100	404,300

Taxable Value

Net Taxable Value	179,300

Exemption Status

Tax Year	Status
2026	A - APPROVED

Exemptions

Line #	Exemption Code	Building Exemption	Land Exemption	Other Exemption
1	R-01 - OWNERS PRIMARY RESIDENCE	0	0	75,000
2	S-01 - SENIOR SELF: PRIMARY RESI	0	0	150,000

Land Summary

Land Line #	Zoning	Size (Square Feet)	NBHD
1	R2A	9,489	04O00

Land Characteristics

Line #	
1	VIEW 2 - Average
2	TOPO 4 - Gentle
3	ACCESS 5 - Average
4	PAVING 4 - Curb&Gutter
5	CORNER 4 - None
6	SEWER 4 - Public
7	ENCROACH 4 - None
8	SETBACK 1 - None
9	WATER 4 - Public
10	RESTRICT 4 - None
11	MAIN 4 - None
12	MISC 5 - None
13	WETLANDS 4 - None
14	SHAPE 4 - Typical
15	LOCATION 3 - Average
16	SIZE 3 -
17	SOILS 4 - Average

Residential Card Summary

Card/Building:	1
Stories:	1 - One story above ground level
Condition:	7 - Average
Grade:	C
Exterior Wall:	3 - METAL OR ALUMINUM
Style:	02 - BI-LEVEL
Year Built:	1970
Effective Year:	1985

Square Feet of Living Area:	2080
Total Rooms:	8
Bedrooms:	4
Full Baths:	2
Half Baths:	0
Additional Fixtures:	0
Heating:	2 - CENTRAL
Fuel Type:	2 - NATURAL GAS
Resi Market Area:	BE - BOWL: EASTSIDE

Sections

Card #	Addition #	Description	Area
1	0		1,040
1	1	FIN DAYLIGHT BSMT	1,040
1	2	CANOPY	200
1	3	DECK	216
1	4	ATTACHED GAR	312

Entrances

Visit Date:	Measure Date:	Entrance Source:
30-JUN-2009		0-Land Characteristics Inspection
28-JUL-2015		3-Code 1-9 inspec. Owner provided INT info
23-NOV-2016		6-Desk Edit to CAMA record (NOT Inspected)
01-FEB-2018		6-Desk Edit to CAMA record (NOT Inspected)
15-JAN-2019		6-Desk Edit to CAMA record (NOT Inspected)
02-FEB-2021		9-Quick Re-Inventory Inspection

Permits

Permit #:	Permit Date:	Purpose:	Amount:
R18-1154	25-APR-2018	-	$18,816

Appraised Value History

Tax Year	Roll Type	LUC	Class	Land	Improvements	Total Appraised
2026	RP	101	R	111,200	293,100	404,300
2025	RP	101	R	111,200	304,100	415,300
2024	RP	101	R	111,200	278,100	389,300
2023	RP	101	R	111,200	252,400	363,600
2022	RP	101	R	111,200	244,200	355,400
2021	RP	101	R	111,200	206,400	317,600
2020	RP	101	R	111,200	197,400	308,600
2019	RP	101	R	111,200	191,000	302,200
2018	RP	101	R	112,600	180,800	293,400
2017	RP	101	R	106,900	185,400	292,300

Exemption Value History

Tax Year	Roll Type	Code	Property Exemption	Sen/Vet Exemption	Res Exemption	Total
2026	RP	R-01	0	150,000	75,000	225,000
2026	RP	S-01	0	150,000	75,000	225,000
2025	RP	R-01	0	150,000	75,000	225,000
2025	RP	S-01	0	150,000	75,000	225,000
2024	RP	R-01	0	150,000	75,000	225,000
2024	RP	S-01	0	150,000	75,000	225,000

2023	RP	R-01	0	150,000	75,000	225,000
2023	RP	S-01	0	150,000	75,000	225,000
2022	RP	R-01		150,000	50,000	200,000
2022	RP	S-01		150,000	50,000	200,000
2021	RP	R-01		150,000	50,000	200,000
2021	RP	S-01		150,000	50,000	200,000
2020	RP	R-01		150,000	50,000	200,000
2020	RP	S-01		150,000	50,000	200,000
2019	RP	R-01		150,000	50,000	200,000
2019	RP	S-01		150,000	50,000	200,000

A L A S K A

2013-016562-0

Recording Dist: 301 - Anchorage
3/26/2013 12:51 PM Pages: 1 of 5

PERSONAL REPRESENTATIVE'S DEED

FATIC 20448791/ds

The Grantors, **Roderick Edward McDonald**, a Married person, and **Lauri Jean King**, a n unmarried person, having been duly appointed Co-Personal Representatives of the Estate of Bettie Jean McDonald, deceased, under Probate 3AN-12-945, hereby convey and grant all of the estate's right, title and interest that the decedent had at the time of her death, if any and which the Co-Personal Representatives have, by virtue of their power as Co-Personal Representatives, to Grantee, **Edwin James Swenson**, an unmarried person in that certain real property situated in the **Anchorage** Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

Lot Twenty-four (24), Block Eight (8), CHESTER HEIGHTS ADDITION NO. 1, according to the official plat thereof, filed under **Plat Number 71-55,** books and records of the **Anchorage** Recording District, Third Judicial District, State of Alaska;

SUBJECT TO reservations or exceptions in patents or in acts authorizing the issuance thereof;

FURTHER SUBJECT TO easements, set-backs and dedications as delineated on Plat No. 71-55, or which may be recorded against the property, including utility easements, to the record of which reference is hereby made;

FURTHER SUBJECT TO reservation of ½ of all oil, gas and mineral rights together with the right to remove same below a distance of 250 feet below the surface without damaging or disturbing the surface or surface improvements, as reserved in an instrument,

Recorded:	February 6, 1958
Recording Information:	Book 360 Page 27

FURTHER SUBJECT TO the effect of the notes on said Plat No. 71-55, to the record of which reference is hereby made;

FURTHER SUBJECT TO covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United

States Codes, which are recorded against the real property, to the record of which reference is hereby made;

FURTHER SUBJECT TO reservations, exceptions, easements, rights-of-way and other matters of record, if any.

The Co-Personal Representatives, for themselves, their heirs, successors and assigns, covenants with and for the benefit of the Grantee, his successors and assigns, that the Co-Personal Representatives were appointed Co-Personal Representatives of the Estate of the decedent in informal proceedings, and have the power granted to personal representatives under the laws of the State of Alaska.

The Co-Personal Representatives further covenant that they, in all respects, made this conveyance pursuant to their authority as Co-Personal Representatives.

DATED this 21st day of March, 2013.

SIGNED IN COUNTERPART

Roderick Edward McDonald, Co-Personal Representative of the Estate of Bettie Jean McDonald, under Probate No. 3AN-12-945PR

Lauri Jean King
Co Personal Representative

Lauri Jean King, Co-Personal Representative of the Estate of Bettie Jean McDonald, under Probate No. 3AN-12-945PR

"Grantors"

Grantors' Address: ~~1631~~ 1631 State Street, Anchorage, Alaska 99504
Grantee's Address: 7211 Sand Circle, Anchorage, AK 99504

STATE OF ALASKA)
) ss.
Third Judicial District)

THIS IS TO CERTIFY that on this ____ day of ___________, 2013, before me, the undersigned, a Notary Public in and for Alaska, personally appeared

2 of 5

Roderick Edward McDonald, to me known and known to me to be the Co-Personal Representative of the Estate of Bettie Jean McDonald, under Probate 3AN-12-945PR named in and who executed the foregoing instrument in his official capacity aforesaid and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein stated.

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

SIGNED IN COUNTERPART

NOTARY PUBLIC in and for Alaska
My Commission Expires:____________

STATE OF ALASKA)
) ss.
Third Judicial District)

THIS IS TO CERTIFY that on this 21st day of March, 2013, before me, the undersigned, a Notary Public in and for Alaska, personally appeared **Lauri Jean King**, to me known and known to me to be the Co-Personal Representative of the Estate of Bettie Jean McDonald, under Probate 3AN-12-945PR named in and who executed the foregoing instrument in her official capacity aforesaid and she acknowledged to me that she signed the same freely and voluntarily for the uses and purposes therein stated.

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

NOTARY PUBLIC in and for Alaska
My Commission Expires: 3/24/2014

AFTER RECORDING RETURN TO:
Edwin James Swenson
7211 Sarak Circle
Anchorage, AK
99504

DEBRA L. STOUT NOTARY PUBLIC STATE OF ALASKA My Commission expires Mar. 24, 2014

States Codes, which are recorded against the real property, to the record of which reference is hereby made;

FURTHER SUBJECT TO reservations, exceptions, easements, rights-of-way and other matters of record, if any.

The Co-Personal Representatives, for themselves, their heirs, successors and assigns, covenants with and for the benefit of the Grantee, his successors and assigns, that the Co-Personal Representatives were appointed Co-Personal Representatives of the Estate of the decedent in informal proceedings, and have the power granted to personal representatives under the laws of the State of Alaska.

The Co-Personal Representatives further covenant that they, in all respects, made this conveyance pursuant to their authority as Co-Personal Representatives.

DATED this 23 day of March, 2013.

Roderick Edward McDonald Co-Personal Representative of the estate

Roderick Edward McDonald, Co-Personal Representative of the Estate of Bettie Jean McDonald, under Probate No. 3AN-12-945PR

SIGNED IN COUNTERPART

Lauri J[illegible], Co-Personal Representative of the Estate of Bettie Jean McDonald, under Probate No. 3AN-12-945PR

"Grantors"

Grantors' Address: 1631 State Street, Anchorage, Alaska 99504
~~Grantee's Address:~~ 4416 Monterey Blvd, Unit L-1 Hermosa Beach CA, 90254

STATE OF CALIFORNIA)
) ss.
County of Los Angeles)

On 3/23/13, 2013, before me, Jung Mo Yook, notary public, personally appeared **Roderick Edward McDonald**, who proved to me on

JUNG MO YOOK
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1974746
LOS ANGELES COUNTY
My Comm. Exp. May 9, 2016

the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ______________________ (Seal)

STATE OF ALASKA)
) ss.
Third Judicial District)

THIS IS TO CERTIFY that on this ____ day of __________, 2013, before me, the undersigned, a Notary Public in and for Alaska, personally appeared **Lauri Jean King**, to me known and known to me to be the Co-Personal Representative of the Estate of Bettie Jean McDonald, under Probate 3AN-12-945PR named in and who executed the foregoing instrument in her official capacity aforesaid and she acknowledged to me that she signed the same freely and voluntarily for the uses and purposes therein stated.

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

____
NOTARY PUBLIC in and for Alaska
My Commission Expires: __________

AFTER RECORDING RETURN TO:
Edwin James Swenson
____
____

A
L
A
S
K
A

2013-016563-0
Recording Dist: 301 - Anchorage
3/26/2013 12:51 PM Pages: 1 of 20

After Recording Return To:
First National Bank Alaska
Attn: Shipping Unit
101 W. 36th Ave., Ste 216
Anchorage, AK 99503

FATIC 2044879 /ds [Space Above This Line For Recording Data]

DEED OF TRUST

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 16.

(A) "Security Instrument" means this document, which is dated March 21, 2013, together with all Riders to this document.
(B) "Borrower" is Edwin James Swenson, An Unmarried Person. Borrower is the trustor under this Security Instrument.
(C) "Lender" is First National Bank Alaska. Lender is a National Bank organized and existing under the laws of The United States of America. Lender's address is P. O. Box 100720, Anchorage, Alaska 99510-0720. Lender is the beneficiary under this Security Instrument.
(D) "Trustee" is First American Title of Alaska.
(E) "Note" means the promissory note signed by Borrower and dated March 21, 2013. The Note states that Borrower owes Lender Two Hundred Thirty One Thousand Eight Hundred Eighty Dollars and Zero Cents Dollars (U.S. $231,880.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2043.
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "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.
(H) "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]
PUR 20 Taxable First Time Home
Buyer Program Rider; VA Guaranteed
Loan and Assumption Rider

(I) "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.

(J) "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.

(K) "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.

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

(M) "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.

(N) "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.

(O) "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.

(P) "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

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

State of Alaska	of	Anchorage,
[Type of Recording District]		[Name of Recording District]

Third Judicial District:

Lot 24, Block 8, CHESTER HEIGHTS ADDITION NO. 1, according to the official plat thereof, filed under Plat Number 71-55, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

which currently has the address of 7211 Sanak Circle
[Street]

Anchorage, Alaska 99504 ("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 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 15. 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; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. 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 15 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 22 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. 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 19, 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 18, 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 20) 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 or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 15 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 18.

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 15) 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 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

20. Hazardous Substances. As used in this Section 21: (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 to 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 under Section 18 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 22, 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 22 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 22.

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 19 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 19 and Applicable Law, Lender shall have the right to refuse to accept a subsequent cure of a subsequent default under Section 19 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1-11 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Edwin James Swenson (Seal) -Borrower	(Seal) -Borrower
(Seal) -Borrower	(Seal) -Borrower

[Space Below This Line For Acknowledgment]

STATE OF ALASKA, Third Judicial district ss:

On this 21ST day of March 2013, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared and known to me to be the person(s) named Trustor(s) in the foregoing deed, and acknowledged to me that Edwin James Swenson executed the same freely and voluntarily for the uses and purposes therein mentioned.

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

My commission Expires: 3/24/2014

[Notary Public for Alaska]

DEBRA L. STOUT
NOTARY
PUBLIC
STATE OF ALASKA
My commission expires Mar. 24, 2014

1-4 FAMILY RIDER

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 21st day of March, 2013, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to First National Bank Alaska (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

7211 Sanak Circle, Anchorage, AK 99504

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

~~**D.**~~ **RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

~~**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.~~

Init ES Init ____

~~**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.~~ Init ES Init ____

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable.

Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

Edwin James Swenson (Seal)
Edwin James Swenson -Borrower

_______________ (Seal)
-Borrower

_______________ (Seal)
-Borrower

_______________ (Seal)
-Borrower

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

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

THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this 21st day of March 2013, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to First National Bank Alaska

(herein "Lender") and covering the Property described in the Security Instrument and located at 7211 Sanak Circle, Anchorage AK 99504

[Property Address]

VA GUARANTEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

If the indebtedness secured hereby be 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 Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

LATE CHARGE: At Lender's option, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

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: 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.

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

(a) <u>ASSUMPTION FUNDING FEE</u>: A fee equal to One Half percent (0.50 %) 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) <u>ASSUMPTION PROCESSING CHARGE</u>: 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) <u>ASSUMPTION INDEMNITY LIABILITY</u>: 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.

IN WITNESS WHEREOF, Borrower(s) has executed this VA Guaranteed Loan and Assumption Policy Rider.

Edwin James Swenson -Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

011301525 0104224422

Alaska Housing FINANCE CORPORATION

TAXABLE PROGRAM
FIRST-TIME HOMEBUYER RIDER

THIS FIRST-TIME HOMEBUYER RIDER is made this Twenty First day of March 2013, and is incorporated into and shall be deemed to amend and supplement a Deed of Trust dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note in favor of First National Bank Alaska as may be assigned, sold, or negotiated to Alaska Housing Finance Corporation (herein "Lender") and covering the property described in the Deed of Trust which is located at 7211 Sanak Circle, Anchorage AK 99504 .

FIRST-TIME HOMEBUYER RIDER: In addition to the covenants and agreements made in the Deed of Trust, including any other Riders thereto, Borrower and Lender further covenant and agree as follows:

A. Event of Default Under First-Time Homebuyer: In order to qualify for an interest rate reduction under this program, Borrower has made certain representations concerning his or her income and other matters relating to eligibility for the program. Borrower and Lender therefore covenant and agree that the following will constitute events of default:

> Lender's discovery of any false statements, misrepresentations, or material omissions made by or on behalf of the Borrower on any loan application, mortgagor affidavit or other document submitted in support of Borrower's loan application, including attachments thereto, when such false statements, misrepresentations or material omissions relate to Borrower's qualifications or eligibility for the program.

B. Additional Indebtedness of Borrower: Borrower and Lender agree that if an event of default occurs, Borrower shall be indebted to Lender for an additional amount equal to the difference between the amount paid to Lender under the Note prior to the event of default and the amount Borrower would have been required to pay under the Note during the same time period if the interest rate had been determined based upon borrower's actual qualifications and eligibility.

C. Remedies to Event of Default Under This Rider: If an event of default occurs as described in this Rider, the Lender may, in its complete discretion and in addition to all other rights and remedies available under the Deed of Trust, the Note, and applicable law:

(1) Require payment of all amounts due under Paragraph B. of this Rider; and

(2) (a) cause the interest rate on the loan to be increased to the interest rate in effect on the date the mortgage loan was submitted to the Corporation for commitment (exclusive of any rate reduction for energy efficiency) for the Alaska Housing Finance Corporation's Taxable program; or

(b) provide for acceleration and cause Borrower's Note to become due and payable in full and institute foreclosure and other appropriate proceedings pursuant to the Deed of Trust.

D. Assumptions: If Borrower's loan is otherwise assumable under the provisions of the Deed of Trust, the Note may be assumed at an interest rate, which shall be determined by the Corporation. Said assumption provisions shall be set forth on the Corporation's Selling Guide.

IN WITNESS WHEREOF, Borrower has executed this First-Time Homebuyer Rider.

Borrower: Edwin James Swenson
Edwin James Swenson

Borrower: ______________________

A
L
A
S
K
A

2013-016564-0
Recording Dist: 301 - Anchorage
3/26/2013 12:51 PM Pages: 1 of 2

Recording Requested By/Return To:
First National Bank Alaska,
Attention: Loan Shipping Unit
101 W. 36th Ave., Ste #216
Anchorage, Alaska 99503

-SATTR
2044879/ds

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is P.O. Box 100720, Anchorage, Alaska 99510-0720, does hereby grant, sell, assign, transfer and convey, unto Alaska Housing Finance Corporation, a corporation organized and existing under the laws of the United States (herein "Assignee"), whose address is 4300 Boniface Parkway,Anchorage, AK, 99504, all beneficial interest under a certain Deed of Trust dated March 21, 2013, made and executed by Edwin James Swenson, to First American Title of Alaska, Trustee, upon the following described property situated in Anchorage, State of Alaska:

> Lot 24, Block 8, CHESTER HEIGHTS ADDITION NO. 1, according to the official plat thereof, filed under Plat Number 71-55, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

such Deed of Trust having given to secure payment of $231,880.00, which Deed of Trust is of record in Book, Volume, or Liber No. 20130165630, at page (or as No.) of the Anchorage Records of N/A County, State of Alaska, together with the note(s) and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Deed of Trust.

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Deed of Trust.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Deed of Trust on March 21, 2013.

First National Bank Alaska
(Assignor)

By Suzanne David
(Signature)
Suzanne David,
Underwriter II

Seal:

--Space Below This Line Reserved for Acknowledgment—

State of Alaska)

3rd Judicial District)

On 3/21/2013, before me, a Notary Public in and for the State of Alaska, personally appeared Suzanne David, known to me to be the Underwriter II of the Bank that executed the within Instrument on behalf of the Bank therein named and acknowledged to me that such Bank executed the within Instrument pursuant to its by-laws or a resolution of its Board of Directors.

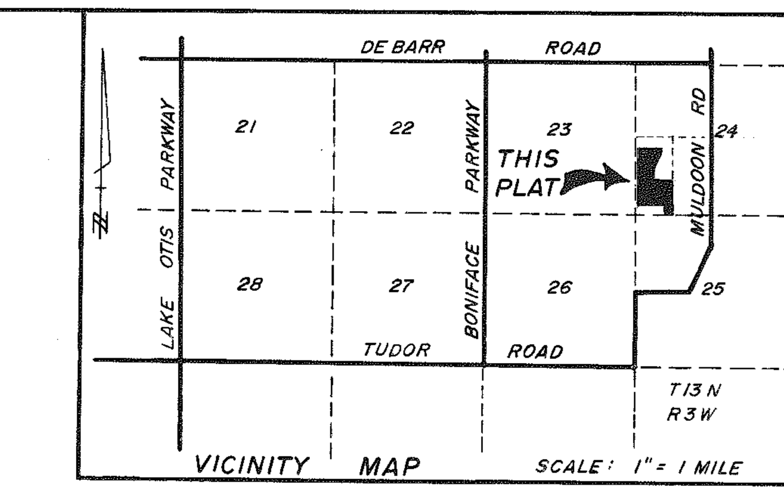
Kim Lee
Notary Public in and for Alaska

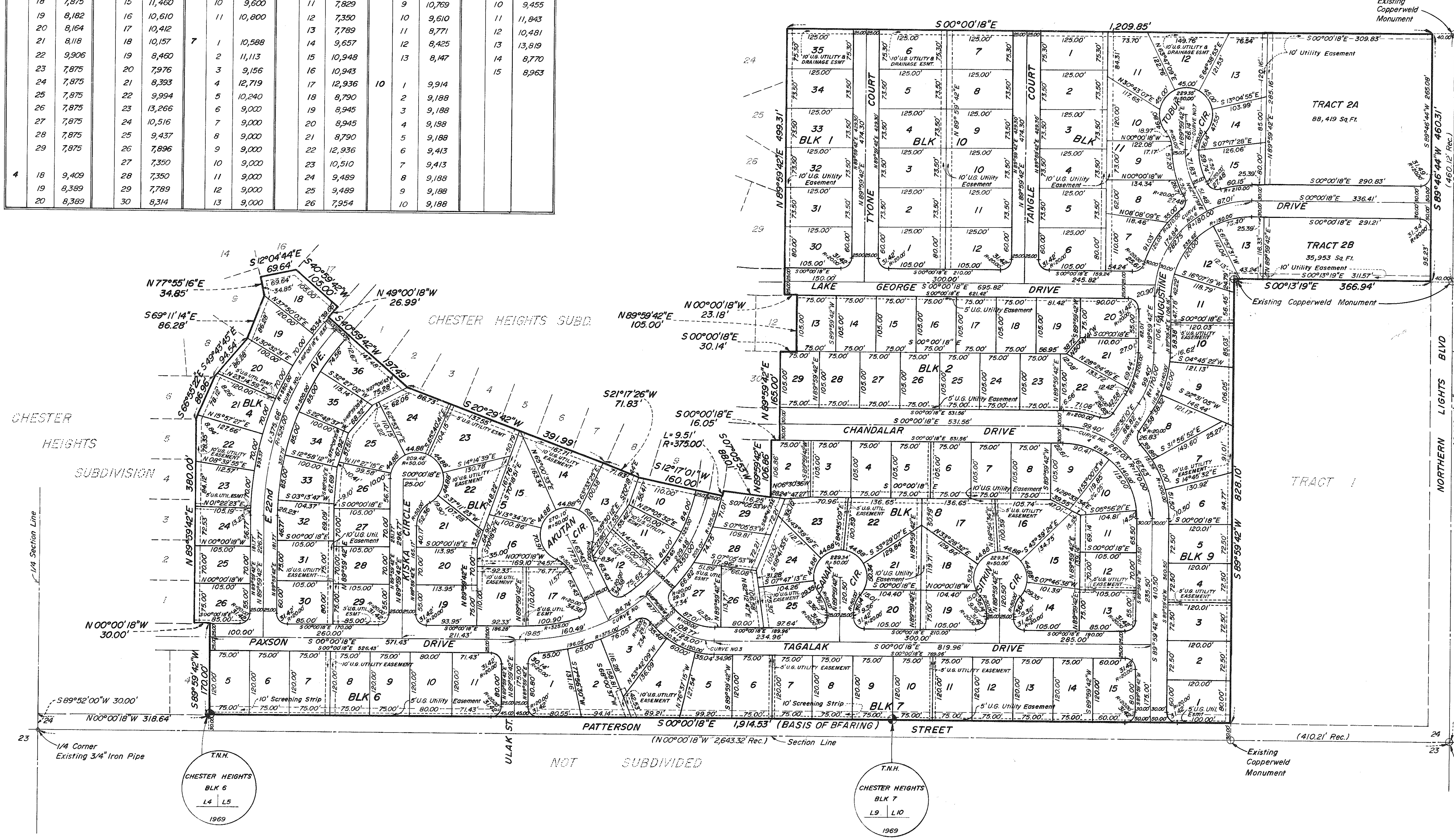
My Commission Expires: 2/7/2017

KIM LEE
My Commission Expires
NOTARY PUBLIC
Feb 7, 2017
STATE OF ALASKA

AREA OF LOTS

BLOCK	LOT	AREA (Sq Ft)	BLOCK	LOT	AREA (Sq Ft)	BLOCK	LOT	AREA (Sq Ft)	BLOCK	LOT	AREA (Sq Ft)	BLOCK	LOT	AREA (Sq Ft)	BLOCK	LOT	AREA (Sq Ft)
1	30	9,914	4	21	9,660	5	31	7,875	7	14	9,000	8	27	8,957	10	11	9,188
	31	9,260		22	9,381		32	7,559		15	9,428		28	7,879		12	9,914
	32	9,260		23	8,301		33	7,863					29	7,833			
	33	9,125		24	7,484		34	7,715	8	2	8,102				11	1	9,413
	34	9,125		25	7,350		35	8,228		3	7,875	9	1	9,514		2	9,188
	35	9,393		26	7,789		36	10,253		4	7,875		2	8,700		3	9,188
										5	7,875		3	8,700		4	9,188
2	13	7,875	5	10	7,743	6	5	9,000		6	7,875		4	8,700		5	9,188
	14	7,875		11	7,743		6	9,000		7	7,875		5	8,701		6	9,914
	15	7,875		12	8,059		7	9,000		8	7,875		6	9,594		7	9,189
	16	7,875		13	9,221		8	9,000		9	8,704		7	12,157		8	10,002
	17	7,875		14	11,420		9	9,000		10	7,790		8	9,672		9	9,282
	18	7,875		15	11,460		10	9,600		11	7,829		9	10,769		10	9,455
	19	8,182		16	10,610		11	10,800		12	7,350		10	9,610		11	11,843
	20	8,164		17	10,412					13	7,789		11	8,771		12	10,481
	21	8,118		18	10,157	7	1	10,588		14	9,657		12	8,425		13	13,819
	22	9,906		19	8,460		2	11,113		15	10,948		13	8,147		14	8,770
	23	7,875		20	7,976		3	9,156		16	10,943					15	8,963
	24	7,875		21	8,393		4	12,719		17	12,936	10	1	9,914			
	25	7,875		22	9,994		5	10,240		18	8,790		2	9,188			
	26	7,875		23	13,266		6	9,000		19	8,945		3	9,188			
	27	7,875		24	10,516		7	9,000		20	8,945		4	9,188			
	28	7,875		25	9,437		8	9,000		21	8,790		5	9,188			
	29	7,875		26	7,896		9	9,000		22	12,936		6	9,413			
				27	7,350		10	9,000		23	10,510		7	9,413			
4	18	9,409		28	7,350		11	9,000		24	9,489		8	9,188			
	19	8,389		29	7,789		12	9,000		25	9,489		9	9,188			
	20	8,389		30	8,314		13	9,000		26	7,954		10	9,188			





CURVE DATA

	NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7
Δ	41°00'	77°42'35"	49°51'17"	90°00'	33°30'08"	90°00'	27°41'43"
R	525.00'	350.00'	125.00'	170.00'	170.00'	180.00'	148.59'
T	196.29'	281.96'	58.07'	170.00'	51.17'	180.00'	36.67'
L	375.68'	474.71'	108.77'	267.03'	99.40'	282.75'	71.83'

NOTES

1. Area of subdivision is 43.25 acres, more or less.
2. 3/4" iron pipe set at exterior angle points, unless otherwise shown or noted.
3. 2"x2" hub and tack set at all lot corners, unless otherwise shown or noted.
4. No vehicular access is permitted on to Patterson Street or Northern Lights Blvd from any residential lot bordering either of these streets.

70-16

~~RECORDED~~ - FILED 7.53
Anchorage REC. DIST.
DATE 1/26 19 70
TIME 8:30 A. M
Requested by G.A.A.B.
Address
Paul B. Jones
Presiding District Judge

71-55

~~RECORDED~~ - FILED 7.53
Anchorage REC. DIST.
DATE 3/22 19 71
TIME 8:31 A. M
Requested by G.A.A.B.
Address

3-15-71 Revised Dimensions: Lot 10, Blk. 8: changed 18.59' to 26.05'
Lot 15, Blk. 8: changed 11.14' to 18.59'
Lot 16, Blk. 8: changed 47.00' to 47.01'
Lot 8, Blk. 11: added 5.92' on Tobuk Circle
Lot 15, Blk 11: added 5.92' on Tobuk Circle

CERTIFICATE OF OWNERSHIP AND DEDICATION

We hereby certify that we are the owners of the property shown and described hereon. We hereby request approval of this plat, showing such easements for public utilities, roadways and alleys dedicated by us for public use.

Jan. 13, 1970
Date

Chester Heights Co.
Owner
4624 Seward Highway
Anchorage, Alaska

By: [signature]

NOTARY'S ACKNOWLEDGEMENT

Subscribed and sworn before me this 13th day of January, 1970.

M. R. Rogvaska
Notary Public for Alaska

My commission expires 7-8-73

PLAT APPROVAL

Plat approved by the Borough Planning Commission this 7Th day of January, 1970

[signature]
Authorized Official

ENGINEER'S CERTIFICATE

I, the undersigned registered engineer, hereby certify that a land survey has been or will be completed by me or under my direct supervision and that corners and monuments have been or will be located and established on or before July 31, 1970 and that the dimensions shown hereon are true and correct.

Jan. 13, 1970
Date

Charles W. Tryck
Engineer

STATE OF ALASKA
49TH
C W Tryck
NO. 116-E
REGISTERED PROFESSIONAL ENGINEER

PLAT OF

CHESTER HEIGHTS ADDITION NO. 1

A SUBDIVISION OF THE UNSUBDIVIDED PORTION OF TRACT 2,
Of The W1/2 SW1/4, SEC. 24, T13N, R3W, Sew. Mer., Ak.

TRYCK, NYMAN & HAYES
CONSULTING ENGINEERS
ANCHORAGE, ALASKA

Drawn L.N.S.		Date November 7, 1969	
Checked G.R.R. E.Y.		Scale 1" = 100'	
F.B. No. A-200	Job 2485	Grid 1540	Sheet 1 of 1

71-55)(70-16) FO

1970-204