



*First American  
Title Insurance Company*

## LISTING PACKAGE

5/27/2026

[april@aplus-tm.com](mailto:april@aplus-tm.com)

**Attn:** April Shane

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:

Owner Name(s): CRENSHAW JEROMY

Physical Address: 1036 S RONDA WAY

Legal Description: LOT 13 BLK 3 GREATLAND TER I, PLAT NUMBER 78-151, PALMER RECORDING DISTRICT

Please do not hesitate to contact me at 907-561-1844 or [cs.alaska@firstam.com](mailto: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.*

1400 W Benson Blvd, Suite 250, Anchorage, AK 99503  
TEL 907-561-1844 | FAX 907-561-1948  
[ak.firstam.com](http://ak.firstam.com)



# MATANUSKA-SUSITNA BOROUGH

## Real Property Detail for Account: 51564B03L013

### Site Information

Account Number	51564B03L013	Subdivision	GREATLAND TER I
Parcel ID	24112	City	Palmer
TRS	S17N02E05	Map PA12	Tax Map
Abbreviated Description (Not for Conveyance)	GREATLAND TER I BLOCK 3 LOT 13		

Site Address	1036 S Ronda Way		
Ownership	CRENSHAW JEROMY		
Primary Owner's Address	1036 S RONDA WAY PALMER AK 99645		

Buyers	
Primary Buyer's Address	

### Appraisal Information

Appraisal Information				Assessment			
Year	Land Appraised	Bldg. Appraised	Total Appraised	Year	Land Assessed	Bldg. Assessed	Total Assessed <sup>1</sup>
2026	\$39,100.00	\$234,900.00	\$274,000.00	2026	\$39,100.00	\$234,900.00	\$274,000.00
2025	\$34,000.00	\$221,900.00	\$255,900.00	2025	\$34,000.00	\$221,900.00	\$255,900.00
2024	\$34,000.00	\$202,300.00	\$236,300.00	2024	\$34,000.00	\$202,300.00	\$236,300.00

### Building Information

Structure 1 of 1			
Residential Units	1	Use	Residential Building
Condition	Standard	Design	One Story
Basement	None	Construction Type	Frame
Year Built		Grade	04.4
Foundation	All Weather Wood	Well	Well P - Public Water
Septic	Septic P - Public Septic		

### Building Item Details

Building Number	Description	Area	Percent Complete
1	Gas Heat		1 Sq. Ft. 100%
1	Garage (10.3) Area - 11M		336 Sq. Ft. 100%
1	First Story		960 Sq. Ft. 100%

### Tax/Billing Information

Year	Certified	Zone	Mill	Tax Billed	Date	Type	Recording Info (offsite link to DNR)
2026	Yes	0012	::	::	3/3/2025	WARRANTY DEED (ALL TYPES)	<a href="#">Palmer 2025-003370-0</a>
2025	Yes	0012	11.485	\$2939.01	2/22/2023	WARRANTY DEED (ALL TYPES)	<a href="#">Palmer 2023-002914-0</a>
2024	Yes	0012	11.748	\$2776.05	7/6/2022	WARRANTY DEED (ALL TYPES)	<a href="#">Palmer 2022-015505-0</a>

### Tax Account Status <sup>2</sup>

Status	Tax Balance	Farm	Disabled Veteran	Senior	Total <sup>3</sup>	LID Exists
Current		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 No

### Land and Miscellaneous

Gross Acreage	Taxable Acreage	Assembly District	Precinct	Fire Service Area	Road Service Area
0.18	0.18	Assembly District 002	<a href="#">25-325</a>	Palmer Fire Service is under the jurisdiction of the <a href="#">City of Palmer</a>	No Borough Road Service, for City of Palmer road service info, call (907)745-3400

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

<sup>2</sup> If account is in foreclosure, payment must be in certified funds.

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



File for Record at Request of:  
**First American Title Insurance Company**

AFTER RECORDING MAIL TO:

Name: **Jeromy Crenshaw**

Address: **1036 S Ronda Way**  
**Palmer, AK 99645**

File No.: **0281-4234679 (SK)**

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### STATUTORY WARRANTY DEED

THE GRANTOR, **Derek Lee and Bianca Lee, husband and wife**, whose mailing address is **1403 E Hidden Ranch Loop, Palmer, AK 99645**, for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION**, in hand paid, conveys and warrants to **Jeromy Crenshaw, an unmarried person**, residing at **1036 Ronda Way, Palmer, AK 99645**, the following described real estate, situated in the **Palmer** Recording District, **Third** Judicial District, State of **Alaska**:

**Lot 13, Block 3, GREATLAND TERRACE SUBD., according to the official plat thereof, filed under Plat Number 78-151, Records of the Palmer Recording District, Third Judicial District, State of Alaska.**

SUBJECT TO reservations, exceptions, easements, covenants, conditions and restrictions of record, if any.



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**2025-003371-0**

Recording Dist: 311 - Palmer  
3/3/2025 08:15 AM Pages: 1 of 15



When recorded, return to:  
Ark-La-Tex Financial Services, LLC dba Benchmark Mortgage  
5160 Tennyson Pkwy, Suite 1000  
Plano, TX 75024

FATIC

Title Order No.: 0281-4234679

LOAN #: 100556237

[Space Above This Line For Recording Data]

**DEED OF TRUST  
(ASSIGNMENT OF LEASES AND RENTS, ASSIGNMENT OF CONTRACTS,  
SECURITY AGREEMENT, AND FIXTURE FILING)**

FHA Case No.  
**111-1847875-703**

MIN 1002459-0000617986-9  
MERS PHONE #: 1-888-679-6377

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 15, 18, 23, and 24. Certain rules regarding the usage of words used in this document are also provided in Section 16.

**Parties**

**(A) "Borrower" is JEROMY CRENSHAW, AN UNMARRIED PERSON**

currently residing at **1036 S Ronda Way, Palmer, AK 99645.**

Borrower is the trustor under this Security Instrument.

**(B) "Lender" is Ark-La-Tex Financial Services, LLC dba Benchmark Mortgage.**

Lender is a **Limited Liability Corporation**,  
under the laws of **Texas**.  
**Pkwy, Suite 1000, Plano, TX 75024.**

organized and existing  
Lender's address is **5160 Tennyson**

The term "Lender" includes any successors and assigns of Lender.

ALASKA – Single Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (MERS)  
Form 3002 07/2021 (rev. 7/23)  
Modified for FHA 1/2023 (HUD Handbook 4000.1)  
ICE Mortgage Technology, Inc.



(C) "Trustee" is First American Title.

Trustee's address is 892 E USA Cir, Ste 101, Wasilla, AK 99654.

The term "Trustee" includes any substitute/successor Trustee.

(D) "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.

Documents

(E) "Note" means the promissory note dated February 27, 2025, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with E-SIGN. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender TWO HUNDRED NINETY NINE THOUSAND FOUR HUNDRED SEVENTY FIVE AND NO/100\* Dollars (U.S. \$299,475.00 ) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than March 1, 2055.

(F) "Riders" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

- Adjustable Rate Rider
Condominium Rider
Planned Unit Development Rider
Other(s) [specify]

(G) "Security Instrument" means this document (sometimes referred to as the "Security Instrument" or "Deed of Trust") which is dated February 27, 2025, together with all Riders to this document.

Additional Definitions

(H) "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.

(I) "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.

(J) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 11(e).

(K) "Electronic Fund 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 or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.

(L) "Electronic Signature" means an "Electronic Signature" as defined in E-SIGN.

(M) "E-SIGN" means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(N) "Escrow Items" means: (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 to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums.



LOAN #: 100556237

- (O) "Loan" means the debt obligation evidenced by the Note, plus interest, costs, expenses, and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (P) "Loan Servicer" means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.
- (Q) "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.
- (R) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or Default on, the Loan.
- (S) "Partial Payment" means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.
- (T) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3.
- (U) "Property" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."
- (V) "Rents" means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.
- (W) "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 may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (X) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.
- (Y) "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 of ~~Matanuska-Susitna~~ PALMER

Judicial District: ~~Third~~ **THEO**  
**LOT 13, BLOCK 3, GREATLAND TERRACE SUBD., ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NUMBER 78-151, RECORDS OF THE PALMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.**  
**APN #: 24112**

which currently has the address of **1036 S Ronda Way, Palmer** [Street] [City]

Alaska **99645** ("Property Address");  
[Zip Code]



**LOAN #: 100556237**

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. 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 REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific Alaska state requirements 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, and Late Charges.** Borrower will pay each Periodic Payment when due. Borrower will also pay any late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. 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 U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund 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 accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Acceptance and Application of Payments or Proceeds.**

**(a) Acceptance and Application of Partial Payments.** Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

**(b) Order of Application of Partial Payments and Periodic Payments.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums; Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required; Third, to interest due under the Note; Fourth, to amortization of the principal of the Note; and, Fifth, to late charges due under the Note.

ALASKA – Single Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (MERS)

Form 3002 07/2021 (rev. 7/23)

Modified for FHA 1/2023 (HUD Handbook 4000.1)

ICE Mortgage Technology, Inc.

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If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Lender will apply such payments in accordance with Applicable Law.

(c) **Voluntary Prepayments.** Voluntary prepayments will be applied as described in the Note.

(d) **No Change to Payment Schedule.** Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.**

(a) **Escrow Requirement; Escrow Items.** Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

(b) **Payment of Funds; Waiver.** Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the Funds for any or all Escrow Items, Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 15; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) **Amount of Funds; Application of Funds.** Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. 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 will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

(d) **Surplus; Shortage and Deficiency of Funds.** In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

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

**4. Charges; Liens.** Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) 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 under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any



of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

**5. Property Insurance.**

**(a) Insurance Requirement; Coverages.** Borrower must keep the improvements now existing or subsequently 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, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires 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, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

**(b) Failure to Maintain Insurance.** If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but 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, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

**(c) Insurance Policies.** All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof 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 must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

**(d) Proof of Loss; Application of Proceeds.** In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will 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 (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will 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 will be applied in the order that Partial Payments are applied in Section 2(b).

**(e) Insurance Settlements; Assignment of Proceeds.** 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 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) 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, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless: (1) Lender otherwise agrees in writing, which consent will not be unreasonably withheld; (2) Lender determines that this requirement shall cause undue hardship for the Borrower; or (3) extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance, and Protection of the Property; Inspections.** Borrower will not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to the Property, Borrower will 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

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

**8. Borrower's Loan Application.** Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction 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, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.**

**(a) Protection of Lender's Interest.** If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order 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 that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that 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/or 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 may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's 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, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may



take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

**(b) Avoiding Foreclosure; Mitigating Losses.** If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

**(c) Additional Amounts Secured.** Any amounts disbursed by Lender under this Section 9 will become additional debt of Borrower secured by this Security Instrument. These amounts may bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

**(d) Leasehold Terms.** If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed or terminate or cancel the ground lease. Borrower will 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 will not merge unless Lender agrees to the merger in writing.

**10. Assignment of Rents.**

**(a) Assignment of Rents.** If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

**(b) Notice of Default.** If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must 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 will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, 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 any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will 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.

**(c) Funds Paid by Lender.** If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

**(d) Limitation on Collection of Rents.** Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

**(e) No Other Assignment of Rents.** Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

**(f) Control and Maintenance of the Property.** Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

**(g) Additional Provisions.** Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

**11. Assignment and Application of Miscellaneous Proceeds; Forfeiture.**

**(a) Assignment of Miscellaneous Proceeds.** Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.



**(b) Application of Miscellaneous Proceeds upon Damage to Property.** If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will 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 will be applied in the order that Partial Payments are applied in Section 2(b).

**(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property.** In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will 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 (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

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

**(e) Proceeding Affecting Lender's Interest in the Property.** Borrower will be in Default if any action or proceeding begins, whether civil or criminal, 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. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

**12. Borrower Not Released; Forbearance by Lender Not a Waiver.** Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will 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, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.



**13. Joint and Several Liability; Signatories; Successors and Assigns Bound.** Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights such as dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

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, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

**14. Loan Charges.**

**(a) Tax and Flood Determination Fees.** Lender may require Borrower to pay 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 that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

**(b) Default Charges.** If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

**(c) Permissibility of Fees.** Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

**(d) Savings Clause.** If Applicable Law 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 (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) 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. To the extent permitted by Applicable Law, 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.

**15. Notices; Borrower's Physical Address.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

**(a) Notices to Borrower.** Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 15(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 15(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**(b) Electronic Notice to Borrower.** Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

**(c) Borrower's Notice Address.** The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written



notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

**(d) Notices to Lender.** Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**(e) Borrower's Physical Address.** In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument is governed by federal law and the law of the State of Alaska. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

**17. Borrower's Copy.** One Borrower will be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** For purposes of this Section 18 only, "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 to a purchaser at a future date.

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, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will 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, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

**19. Borrower's Right to Reinstate the Loan after Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceedings; (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. This right to reinstate will not apply in the case of acceleration under Section 18.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees



incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will 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: (aaa) cash; (bbb) money order; (ccc) 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 U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

**20. Sale of Note.** The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

**21. Loan Servicer.** Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. 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.

**22. Notice of Grievance.** Until Borrower or Lender has notified the other party (in accordance with Section 15) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 22. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 18 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 22.

**23. Hazardous Substances.**

**(a) Definitions.** As used in this Section 23: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

**(b) Restrictions on Use of Hazardous Substances.** Borrower will 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 will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will 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).

**(c) Notices; Remedial Actions.** Borrower will promptly give Lender written notice of: (i) 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; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that 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 will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

**24. Electronic Note Signed with Borrower's Electronic Signature.** If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

**25. Borrower Not Third-Party Beneficiary to Contract of Insurance.** Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

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

**26. Acceleration; Remedies.**

(a) **Notice of Default.** Lender will give a notice of Default to each person who is liable under the Note, as well as to each Borrower under this Security Instrument, prior to acceleration following a Default, except that such notice of Default will not be sent when Lender exercises its right under Section 18 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) 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; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to bring a court action to deny the existence of a Default or to assert any other defense of Borrower to acceleration and sale.

(b) **Acceleration; Power of Sale; Expenses.** If the Default is not cured on or before the date specified in the notice, Lender 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 will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

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 26 will 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 26.

(c) **Notice of Sale; Sale of Property.** If the power of sale is invoked, Trustee will execute a written notice of the occurrence of an event of Default and of the election to cause the Property to be sold and will record such notice in each Recording District in which any part of the Property is located. Lender or Trustee will mail copies of the notice to the persons and in the manner prescribed by Applicable Law. Trustee will give public notice of sale to the persons and in the manner prescribed by Applicable Law. At a time permitted, and in accordance with Applicable Law, Trustee, without further demand on Borrower, will 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.

(d) **Trustee's Deed; Proceeds of Sale.** Trustee will deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed will be prima facie evidence of the truth of the statements made in that deed. Trustee will apply the proceeds of the sale in the following order: (i) to all expenses of the sale,



LOAN #: 100556237

including, but not limited to, reasonable Trustee's and attorneys' fees; (ii) to all sums secured by this Security Instrument; and (iii) any excess to the person or persons legally entitled to it.

27. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender will request Trustee to reconvey the Property and will surrender this Security Instrument and all Notes evidencing the debt secured by this Security Instrument to Trustee. Upon such request, Trustee will reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons will pay any recordation costs associated with such reconveyance. 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.

28. **Substitute Trustee.** Lender may, from time to time, by itself or through the Loan Servicer, remove Trustee and appoint a successor trustee to any Trustee appointed under this Security Instrument. Without conveyance of the Property, the successor trustee will succeed to all the rights, title, power, and duties conferred upon Trustee in this Security Instrument and by Applicable Law.

29. **Right to Demand Full Payoff.** Notwithstanding Section 20 or any other provision of this Security Instrument, if a notice of Default under this Security Instrument has been recorded two or more times previously and the Default has been cured pursuant to Applicable Law, Lender will have the right to refuse to accept a subsequent cure of a subsequent Default under Section 20 and will be entitled to proceed with foreclosure of this Security Instrument unless Borrower pays all sums secured by this Security Instrument as allowed by Applicable Law. Acceptance by Lender of a cure of the subsequent Default giving rise to the foreclosure will not constitute a waiver of the right to reject a cure and proceed with foreclosure in the event of any future Default.

30. **Maturity of Lien.** The maturity of this Deed of Trust, for purposes of A.S. §34.20.150 or any similar statute, will occur upon the full satisfaction of all indebtedness and other obligations secured by this Deed of Trust, or 50 years from the execution of this instrument, whichever is later.

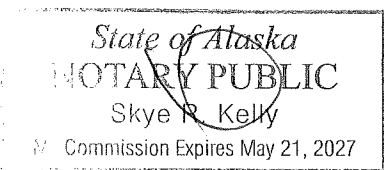
31. **Notice of Remedies.** Each person who signed the Note is personally obligated and fully liable for the amount due under the Note. The Lender has the right to sue on the Note and obtain a personal judgement against such person(s) for satisfaction of the amount due under the Note either before or after a judicial foreclosure of the mortgage or deed of trust under AS 09.45.170-09.45.220.

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

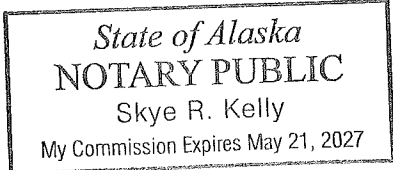
[Signature] 2/27/25 (Seal)  
JEROMY CRENSHAW DATE

State of Alaska  
THED Judicial District  
or County of MATANUSKA-SUSITNA

The foregoing instrument was acknowledged before me this 2/27/25 (date) by JEROMY CRENSHAW.



[Signature]  
Signature of Person Taking Acknowledgement  
EO  
Title or Rank  
Serial Number, if any



LOAN #: 100556237

Lender: Ark-La-Tex Financial Services, LLC dba Benchmark Mortgage  
NMLS ID: 2143  
Loan Originator: Adam Sims Cowan  
NMLS ID: 1599553

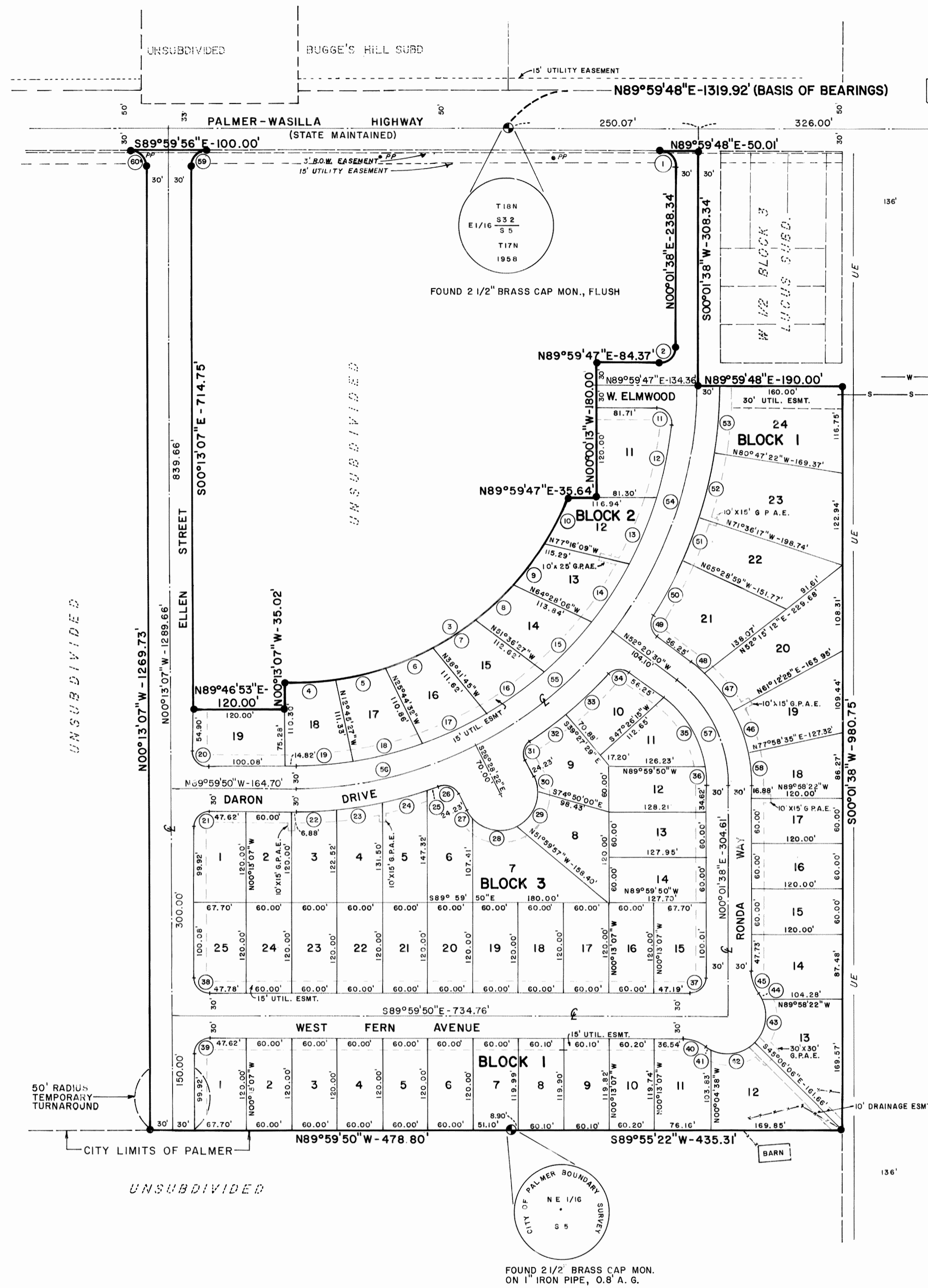
ALASKA – Single Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (MERS)  
Form 3002 07/2021 (rev. 7/23)  
Modified for FHA 1/2023 (HUD Handbook 4000.1)  
ICE Mortgage Technology, Inc.

Page 15 of 15

AKEFHA23DE 0823  
AKEDEED (CLS)  
02/26/2025 02:07 PM PST



LOT AREAS	SQ. FT.
<b>BLOCK 1</b>	
1	8037
2	7200
3	7200
4	7200
5	7200
6	7200
7	7200
8	7209
9	7204
10	7211
11	8906
12	12249
13	12273
14	10275
15	7200
16	7200
17	7200
18	8881
19	11634
20	14651
21	13829
22	12071
23	19076
24	16823
<b>BLOCK 2</b>	
11	11281
12	8860
13	8859
14	8858
15	8857
16	8857
17	8856
18	8808
19	8921
<b>BLOCK 3</b>	
1	8037
2	7200
3	7245
4	7587
5	8329
6	8474
7	11425
8	9801
9	9134
10	7348
11	7301
12	7681
13	7685
14	7669
15	8007
16	7200
17	7200
18	7200
19	7200
20	7200
21	7200
22	7200
23	7200
24	7200
25	8039

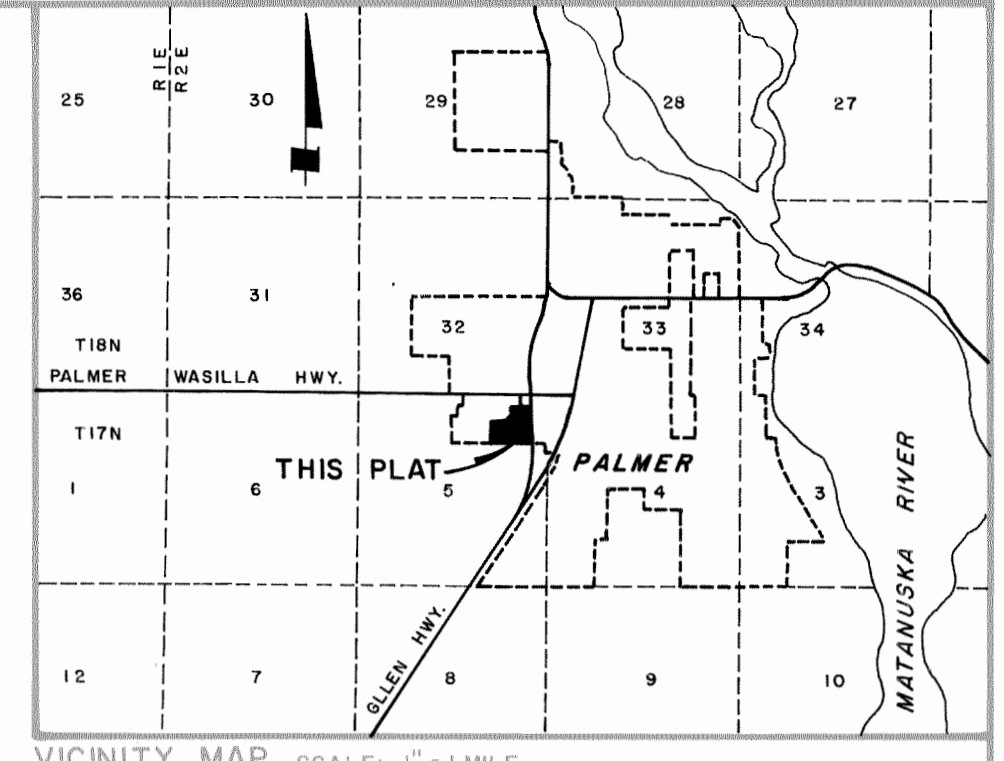


NO.	DELTA	RADIUS	TANGENT	LENGTH
1	90°01'39"	20.00'	20.01'	31.43'
2	89°58'09"	20.00'	19.99'	31.41'
3	69°40'04"	391.57'	272.49'	476.12'
4	09°57'09"	391.57'	34.09'	68.02'
5	09°57'09"	391.57'	34.09'	68.02'
6	09°57'09"	391.57'	34.09'	68.02'
7	09°57'09"	391.57'	34.09'	68.02'
8	09°57'09"	391.57'	34.09'	68.02'
9	09°57'09"	391.57'	34.09'	68.02'
10	09°57'09"	391.57'	34.09'	68.02'
11	95°59'38"	20.00'	22.21'	33.51'
12	11°26'30"	501.57'	50.25'	100.16'
13	10°37'25"	501.57'	46.63'	93.00'
14	10°37'25"	501.57'	46.63'	93.00'
15	10°37'25"	501.57'	46.63'	93.00'
16	10°37'25"	501.57'	46.63'	93.00'
17	10°37'25"	501.57'	46.63'	93.00'
18	10°37'25"	501.57'	46.63'	93.00'
19	08°49'44"	501.57'	38.72'	77.29'
20	89°46'43"	20.00'	19.92'	31.34'
21	90°13'17"	20.00'	20.08'	31.49'
22	05°25'36"	561.57'	26.61'	53.19'
23	06°11'22"	561.57'	30.36'	60.67'
24	06°19'41"	561.57'	31.04'	62.02'
25	01°37'07"	561.57'	7.93'	15.86'
26	83°05'13"	20.00'	17.72'	29.00'
27	19°03'33"	50.00'	8.39'	16.63'
28	68°45'18"	50.00'	34.21'	60.00'
29	68°45'18"	50.00'	34.21'	60.00'
30	23°25'52"	50.00'	10.37'	20.45'
31	83°05'13"	20.00'	17.72'	29.00'
32	06°38'38"	561.57'	32.60'	65.12'
33	07°57'05"	561.57'	39.03'	77.93'
34	85°04'05"	20.00'	18.35'	29.69'
35	42°17'25"	145.00'	56.08'	107.03'
36	10°04'43"	145.00'	12.79'	25.51'
37	89°58'32"	20.00'	19.99'	31.41'
38	89°46'43"	20.00'	19.92'	31.34'
39	90°13'17"	20.00'	20.08'	31.49'
40	36°52'12"	50.00'	16.67'	32.18'
41	13°13'10"	50.00'	5.79'	11.54'
42	68°45'18"	50.00'	34.21'	60.00'
43	68°45'18"	50.00'	34.21'	60.00'
44	12°59'10"	50.00'	5.69'	11.33'
45	36°52'12"	50.00'	16.67'	32.18'
46	16°46'10"	205.00'	30.22'	60.00'
47	16°46'10"	205.00'	30.22'	60.00'
48	06°46'45"	205.00'	12.14'	24.26'
49	85°04'05"	20.00'	18.35'	29.69'
50	08°12'34"	561.57'	40.30'	80.46'
51	06°07'18"	561.57'	30.03'	60.00'
52	09°11'05"	561.57'	45.11'	90.02'
53	09°11'05"	561.57'	45.11'	90.02'
54	37°37'52"	531.57'	181.12'	349.13'
55	25°52'07"	531.57'	122.08'	240.00'
56	26°28'33"	531.57'	125.05'	245.63'
57	52°22'08"	175.00'	86.05'	159.95'
58	12°03'03"	205.00'	21.64'	43.12'
59	90°13'17"	20.00'	20.08'	31.49'
60	89°46'48"	20.00'	19.92'	31.34'

- LEGEND**
- SET 5/8"X30" REBAR
  - G.P.A.E. GUY POLE ANCHOR EASEMENT
  - W — EXIST WATER MAIN
  - S — EXIST SANITARY SEWER MAIN
  - X — EXIST FENCE
  - UE — EXIST UNDERGROUND ELECTRIC LINE

- GENERAL NOTES**
- School bus service is present along the street adjacent to the subdivision and will be present within the subdivision.
  - At the date of this subdivision, the property is Zoned R-1 by the City of Palmer.
  - The dwelling on each lot will be connected to the City of Palmer Water & Sewer Utilities and all lots are prohibited from employing on site water & sewer systems.
  - No structure shall be placed nearer than 25 feet from the right-of-way line of any public right-of-way.
  - No structure shall be closer than 10 feet from any side lot line.
  - Usable area for each lot is as shown in lot area table.

**APPROVED**  
By  
Matanuska-Susitna Borough  
Engineering Department  
Date: 10/24/78 By: [Signature]



**CERTIFICATE OF OWNERSHIP AND DEDICATION**  
I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAT OF SUBDIVISION WITH MY (OUR) FREE CONSENT, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS SHOWN ON THIS PLAT.

*Ronald S. Larsen*  
RONALD S. LARSEN  
STAR ROUTE 4 160-B  
PALMER, ALASKA 99645

**NOTARY'S ACKNOWLEDGEMENT**  
SUBSCRIBED AND SWORN BEFORE ME THIS 21st DAY OF Sept. 1978.  
*Catherine A. Logan*  
NOTARY FOR ALASKA  
MY COMMISSION EXPIRES 1-16-82



**CERTIFICATION OF APPROVAL BY THE COMMISSION**  
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE MATANUSKA-SUSITNA BOROUGH PLANNING COMMISSION, AND THAT SAID PLAT HAS BEEN APPROVED BY THE COMMISSION BY PLAT RESOLUTION NO. 78-92 DATED 8-3-1978, AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE RECORDER, PALMER, ALASKA.

October 23, 1978  
DATE  
*Charles J. Smith*  
CHAIRMAN PLANNING DIRECTOR  
MATANUSKA-SUSITNA BOROUGH  
PLANNING COMMISSION  
*Mailep M. McGuire*  
ATTEST PLANNING CLERK

**CERTIFICATION OF PAYMENT OF TAXES**  
I HEREBY CERTIFY THAT ALL CURRENT TAXES, THROUGH December 31, 1978, AGAINST THE PROPERTY, INCLUDED IN THE SUBDIVISION OR RESUBDIVISION, SHOWN HEREON HAVE BEEN PAID.

October 23, 1978  
DATE  
*Ann Owens*  
TAX COLLECTION OFFICIAL

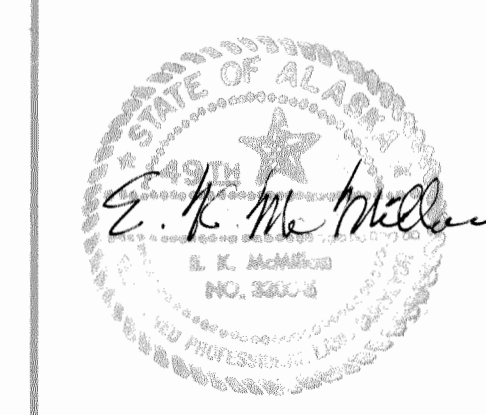
**CERTIFICATE OF REGISTERED LAND SURVEYOR**  
I HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR AND THAT THIS PLAT REPRESENTS THE SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AS LOCATED. THE ERROR OF CLOSURE FOR FIELD TRAVERSES SHALL NOT BE GREATER THAN 1 PART IN 5000.

9-22-78  
DATE  
*E. K. McMillan*  
REGISTERED LAND SURVEYOR

CONTAINING 17.221 ACRES  
PLAT OF  
**GREATLAND TERRACE SUBD.**  
LOTS I THRU 24, BLOCK 1  
LOTS II THRU 19, BLOCK 2  
LOTS I THRU 25, BLOCK 3  
(PHASE I)  
LOCATED IN  
NE 1/4, SECTION 5, T17N, R2E, SEWARD MERIDIAN, ALASKA

**BOMHOFF & ASSOCIATES, INC.**  
Engineering · Planning · Surveying  
1020 WEST INTERNATIONAL AIRPORT ROAD, ANCHORAGE, ALASKA  
P.O. BOX 800, PALMER, ALASKA

DESIGNED BY	C. L. F.
DRAWN BY	C. L. F.
CHECKED BY	J. T. F.
SCALE	1" = 100'
DATE	AUG., 1978
JOB NO.	1583
SHEET	OF 1
FIELD BOOK NO.	1583



Plat # 78-151

MATANUSKA-SUSITNA BOROUGH

PLATTING BOARD

RESOLUTION SERIAL NO. 78- 91

A RESOLUTION OF THE PLATTING BOARD OF THE MATANUSKA-SUSITNA BOROUGH APPROVING THE VACATION OF NAKAME SUBDIVISION, PLAT FILE # 71-41.

WHEREAS, Ronald S. Larsen, owner of Nakame Subdivision, Plat File # 71-41, located in NE 1/4, Section 5, T17N, R2E, S.M. containing 46.369 acres, filed a petition with the Platting Board to vacate said subdivision and all lot line and public rights-of-way contained therein; and

WHEREAS, a public hearing was duly advertised and held on May 18, 1978; and

WHEREAS, the Platting Board heard testimony for or against the petition and considered the merits of the petition; and

WHEREAS, the Platting Board approved the vacation of Nakame Subdivision and all lot lines and public rights-of-way contained therein, on May 18, 1978, subject to the consent of the City of Palmer; and

WHEREAS, the City of Palmer offered no objection to said vacation;

NOW THEREFORE, The Matanuska-Susitna Borough Platting Board resolves that the Nakame Subdivision, Plat File # 71-41, is vacated.



Date: Setho 24, 1978

W. P. Simpson  
Planning Director for Matanuska-Susitna Borough Platting Board

ATTEST:

Carolyn F. Anderson  
Carolyn F. Anderson  
Platting Board Secretary

78-

14079

RECORDED - FILED
Palmer REC. DIST.
DATE <u>10/24, 1978</u>
TIME <u>2:57 P.M.</u>
Requested by _____
Address <u>MATANUSKA-SUSITNA BOROUGH</u>
<u>78827</u>

USE RESTRICTIONS OF GREATLAND TERRACE SUBDIVISION, PHASE I

Whereas, Sandvik Construction-Dean, Joint Venture, between Sandvik Construction Company, Inc. and Ellen Dean, is the Owner of the following described property:

Greatland Terrace Subdivision, Phase I; Lots 1 Thru 24, Block 1; Lots 11 Thru 19, Block 2; Lots 1 Thru 25, Block 3; located in NE 1/4, Section 5, T17N, R2E, S.M., Alaska, recorded on Plat #78-151 in the Palmer Recording District, Palmer, Alaska.

Whereas, it is the desire and intention of the Owner to sell the residential property described above and to impose on it mutual beneficial restrictions under a general plan or scheme of improvement for the benefit of all the lots in the tract and the future owners of those lots.

Now, therefor, the Owner hereby declares that all the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following restrictions, limitations and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the lands and are established and agreed upon for the purpose of embracing and protecting the value, desirability and attractiveness of the lands and every part thereof.

A. PURPOSE:

The purpose of these covenants is to assure that propertyowners will be fully protected from poor quality surroundings for their homes. These covenants will be in effect from the date of recording and will apply to lots and blocks as set forth below, all located in Greatland Terrace Subdivision, Phase I; Lots 1 Thru 24, Block 1; Lots 11 Thru 19, Block 2; Lots 1 Thru 25, Block 3.

B. AREA OF APPLICATION:

B-1 FULLY PROTECTED RESIDENTIAL AREA.

The residential area covenants in Part C in their entirety shall apply to Greatland Terrace Subdivision, Phase I.

B-2 R-2

The Owner reserves the right to re-zone Lots 21,22,23, 24, Block 1; and Lots 11 Thru 19, Block 2 from R-1 to R-2, and to provide appropriate covenants thereto.

C. RESIDENTIAL AREA COVENANTS:

C-1 LAND USE AND BUILDING TYPE.

No lot shall be used except for residential purposes. No Building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one half stories in height and a private garage for not more than two cars.

C-2 ARCHITECTURAL CONTROL.

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the City of Palmer and the Architectural Control Committee, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or walk shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be as provided in Part D.

C-3 DWELLING COST, QUALITY AND SIZE.

Any dwelling, constructed hereon, now or at any future date, will at least meet or exceed FHA Minimum Property Standard requirements. The ground floor area of the main structure, exclusive of one-story porches or garages, shall not be less than 800 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one story.

C-4 BUILDING LOCATION.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line, except that on all lots abutting collector and arterial streets, no building shall be located nearer than 25 and 35 feet respectively to the street property lines of said street.

(b) No building shall be located nearer than 6 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

C-5 LOT AREA AND WIDTH.

No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building set back line nor shall any dwelling be erected or placed on any lot having an area of less than 7200 square feet.

## C-6 EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

## C-7 NUISANCES.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

## C-8 TEMPORARY STRUCTURES.

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.

## C-9 SIGNS.

No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

## C-10 OIL AND MINING OPERATIONS.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

## C-11 LIVESTOCK AND POULTRY.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

C-12 GARBAGE AND REFUSE DISPOSAL.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-13. WATER SUPPLY.

No individual water supply 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 City of Palmer. Approval of such system as installed shall be obtained from such authority.

C-14 SEWAGE DISPOSAL.

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the City of Palmer. Approval of such system as installed shall be obtained from such authority.

C-15 SIGHT DISTANCE AT INTERSECTIONS.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

D. ARCHITECTURAL CONTROL COMMITTEE:

D-1 MEMBERSHIP.

The Architectural Control Committee is composed of Elden Sandvik, Ellen Dean, and Roger Willis; P. O. Box 1170, Palmer, Alaska, 99645. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members or the committee, nor its designated

## D-1 Membership (cont.)

representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of three quarters of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

## D-2 PROCEDURE.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the approval will not be required and the related covenants shall be deemed to have been fully complied with.

E. GENERAL PROVISIONS:

## E-1 TERM.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.

## E-2 ENFORCEMENT.

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.

## E-3 SEVERABILITY.

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



189 260

STATE OF ALASKA )  
 ) ss  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 16th day of April, 1979, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared ELDEN SANDVIK, known to me and to me known to be the President respectively of SANDVIK CONSTRUCTION COMPANY, INC., which is named in the above and foregoing Document and that they acknowledged to me the execution hereof as their free and voluntary act and deed on behalf of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year hereinabove first written.

*Wileen Kaste*  
Notary Public in and for Alaska  
My Commission expires: 4/30/81

79- 004781  
17-

NOTARIAL SEAL  
FILED  
APR 24 1979

APR 24 10 27 AM '79  
REQUESTED BY *Sandvik Const. Co. Inc*  
ADDRESS *Box 1170  
Palmer, Ak  
99645*

47232