



3801 Centerpoint Drive, Suite 102
Anchorage, AK 99503
Phone (907) 569-2842 Fax (907) 929-8029

PROPERTY PROFILE

Dated: June 8, 2026

Re: 6995 W. Moose Ridge Circle

Parcel No: 55538B02L008

Elite Real Estate

Jason Adkins

Owners: Patrick Smith and Jacquelyn Duarte-Smith, husband and wife

Legal: Lot 8, Block 2, Moose Ridge Subdivision

Plat No. 2004-74

Attachments: Matanuska-Susitna Borough Tax Sheet,

CC&R's, Pur101, Pur102, Vesting Deed, Deed of Trust and Plat Map

CC&Rs: Attached

As-Built: None Found

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 of Alyeska Title Guaranty Agency, 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 can perform a complete search and is prepared to issue a Policy.

Customer Service Representative: Kylie Stanley



MATANUSKA-SUSITNA BOROUGH

Real Property Detail for Account: 55538B02L008

Site Information

Account Number	55538B02L008	Subdivision	MOOSE RIDGE
Parcel ID	71717	City	None
TRS	S17N02W34	Map HO16	Tax Map
Abbreviated Description (Not for Conveyance)	MOOSE RDG BLOCK 2 LOT 8		

Site Address 6995 W Moose Ridge Cir

Ownership

Owners	SMITH PATRICK DUARTE-SMITH JACQUELYN	Buyers	
Primary Owner's Address	6995 W MOOSE RIDGE CIR WASILLA AK 99623-9844	Primary Buyer's Address	

Appraisal Information

Appraisal Information				Assessment			
Year	Land Appraised	Bldg. Appraised	Total Appraised	Year	Land Assessed	Bldg. Assessed	Total Assessed ¹
2026	\$36,800.00	\$631,000.00	\$667,800.00	2026	\$0.00	\$382,541.00	\$382,541.00
2025	\$32,000.00	\$599,300.00	\$631,300.00	2025	\$0.00	\$351,580.00	\$351,580.00
2024	\$32,000.00	\$592,300.00	\$624,300.00	2024	\$0.00	\$353,619.00	\$353,619.00

Building Information

Structure 0 of 1							
Residential Units	1			Use		Residential Building	
Condition	Standard			Design		Two Story	
Basement	None			Construction Type		Frame	
Year Built			2015	Grade		05.3	
Foundation	Concrete Block			Wall		Well 1 - Drilled Well	
Septic	Septic - 1 - Septic Tank						

Building Item Details

Building Number	Description	Area	Percent Complete
0	Gas Heat		1 Sq. Ft. 100%
0	Fireplace Heatilator - 8N		1 Sq. Ft. 100%
0	Garage (10.3) Area - 11M		796 Sq. Ft. 100%
0	First Story		1446 Sq. Ft. 100%
0	Second Story		1472 Sq. Ft. 100%

Tax/Billing Information

Year	Certified	Zone	Mill	Tax Billed
2026	Yes	0030	::	::
2025	Yes	0030	12.797	\$4499.17
2024	Yes	0030	13.174	\$4658.58

Recorded Documents

Date	Type
2/14/2020	WARRANTY DEED (ALL TYPES)
2/2/2016	WARRANTY DEED (ALL TYPES)
8/4/2014	QUITCLAIM DEED (ALL TYPE)

Recording Info (offsite link to DNR)

[Palmer 2020-003272-0](#)
[Palmer 2016-001984-0](#)
[Palmer 2014-014734-0](#)

Tax Account Status ²

Status	Tax Balance	Farm	Disabled Veteran	Senior	Total ³	LID Exists
Current	\$0.00		\$0.00	\$150,000.00	\$0.00 \$285,259.00	No

Land and Miscellaneous

Gross Acreage	Taxable Acreage	Assembly District	Precinct	Fire Service Area	Roof Service Area
0.96	0.96	Assembly District 005	26-360	130 Central Mat-Su	017 Knik RSA

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

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

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

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2020-003272-0

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WARRANTY DEED

(Creating Tenancy by the Entirety)

F-74913lds

The Grantor, HERBERT ALEXANDER BOEDECKER and JESSA SUNG BOCHNIG SHARKEY, husband and wife, whose address is 165/15 Caranderrh
City, AK 99601, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, does hereby convey and warrant unto the Grantee, PATRICK SMITH and JACQUELYN DUARTE-SMITH, husband and wife, whose address is 6996 West Moose Ridge Circle, Wasilla, AK 99623, as TENANTS BY THE ENTIRETY, with the right of survivorship, and to the heirs and assigns of the survivor, the following described real property:

Lot 8, Block 2, MOOSE RIDGE SUBDIVISION, according to the official plat thereof, filed under Plat No. 2004-74, in the records of the Palmer Recording District, Third Judicial District, State of Alaska.

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

SUBJECT TO taxes and/or assessments due the Matanuska-Susitna Borough for the year 2020, a lien but levy therefore has not been made.

SUBJECT TO limitations, conditions, restrictions, terms and effects of the Uniform Common Interest Ownership Act, A.S. 34.08 et seq., including any lien for future common assessments created pursuant to A.S. 34.08.470; and future dues and/or assessments to the Moose Ridge Homeowners Association.

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

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

DATED 15 Jan 2020.

GRANTOR:

[Signature]

HERBERT ALEXANDER BOEDECKER

[Signature]

JESSA SUNG BOCHNIG SHARKEY

WITH THE U.S. ARMED FORCES

AT US Embassy Australia

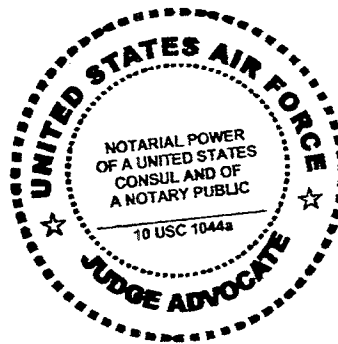
I, Monica T Melendez, the undersigned officer or other person authorized to serve as a federal notary under 10 U.S.C. § 1044a, do hereby certify that on this 15th day of January, 2020, before me, personally appeared HERBERT ALEXANDER BOEDECKER and JESSA SUNG BOCHNIG SHARKEY, who presented a valid military identification card or other state or federal government issued identification card, and then did execute the foregoing instrument as a true, free, and voluntary act and deed. I do further certify that I am qualified pursuant to the authorizing statute to act in this capacity, this certificate is executed by me in that capacity, and by statute no seal is required.

[Signature]
Signature of Notary

Monica T Melendez
Name of Notary

SMSGT, USAF
Grade and Branch of Service

337th USAF
Command or Organization



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MS103388 (2)

DO NOT DETACH

THIS COVER SHEET HAS BEEN ADDED TO THIS DOCUMENT BY MAT-SU TITLE AGENCY, LLC TO PROVIDE SPACE FOR RECORDING DATA. THIS COVER SHEET APPEARS AS THE FIRST PAGE OF THE DOCUMENT IN THE PALMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

OWNER: Shabak Homes LLC

SITE ADDRESS:

6995 W. Moose Ridge Circle, Wasilla, AK 99654

LEGAL DESCRIPTION: Lot 8, Block 2, Moose Ridge Subdivision, according to Plat No. 2004-74, located in the Palmer Recording District, Third Judicial District, State of Alaska.

Return To:

Shabak Homes LLC
3511 N. Inspiration Loop P.O. Box 874471
Wasilla, AK 99654 99687

MAT-SU TITLE AGENCY, LLC

"Alaskan Owned and Operated Title and Escrow Company"

1981 E. Palmer-Wasilla Highway, Suite #100, Wasilla, AK 99654- Email: msttitle@mtaonline.net

Website: www.mat-sutitle.com <mailto:msttitle@mtaonline.net>
Ph 907-376-5294- State Toll Free 877-377-5294 - Fax 907-376-5393

Building Energy Efficiency Standard (BEES) Certification



Owner of Record, as listed on the Title: SHABAK HOMES LLC

Building is located at: 6995 W MOOSE RIDGE CIR WASILLA, AK 99654
(Street, City, State, Zip)

Legal Description is: MOOSE RDG BLOCK 2 LOT 8

PALMER RECORDING DISTRICT

Building is: New Construction Existing Construction

Date Construction Began: 6-22-14th (Defined as installation of the foundation)
mm/dd/yyyy

Certifying BEES: 2012 (mm) Star Rating: 5 STAR

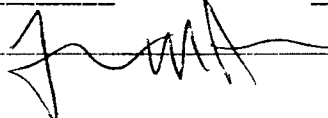
BEES Compliance Method

- Prescriptive Method (structure meets all sections identified as 'mandatory' and 'prescriptive')
- Performance (structure meets all sections identified as 'mandatory' and the performance approach in section R405)

Energy Rater: JORDAN AGEN Rating Date: 01/19/2016 File: Shabak 6995 Moose
AkWarm Ver: 2.4.1.0 Library: 03/30/2015

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

My BEES Compliance Certification # 129 Expiration Date: 02/01/2016

Name: JORDAN AGEN Signature:  Date: 01/20/16

Return to: _____

Form PUR-101
1/1/2015



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MS103388

(3)

DO NOT DETACH

**THIS COVER SHEET HAS BEEN ADDED TO THIS DOCUMENT BY
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Return To:

Shabak Homes LLC

~~3511 N. Inspiration Loop~~ P.O. Box 274471
Wasilla, AK ~~99654~~ 99627

MAT-SU TITLE AGENCY, LLC

"Alaskan Owned and Operated Title and Escrow Company"

1981 E. Palmer-Wasilla Highway, Suite #100, Wasilla, AK 99654- Email: msttitle@mtaonline.net

Website: www.mat-sutitle.com <mailto:msttitle@mtaonline.net>

Ph 907-376-5294- State Toll Free 877-377-5294 - Fax 907-376-5393



**SUMMARY OF BUILDING INSPECTIONS
Site-Built Construction**

Owner of record: Shabak Nikolay

Owner of record is: Owner-builder Licensed residential contractor

Legal description: Lot 8 Blk 2 Moose Ridge Plat# 2004-74 Palmer Recording District
(Include recording district)

Site address: 6995 W Moose Ridge Cir.

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

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

1. PLAN APPROVAL

	Printed Name	Signature	License #*	Date
	<u>Carol J Perkins</u>	<u><i>Carol J Perkins</i></u>	<u>AKHIN26</u>	<u>06/18/2014</u>

2. COMPLETION OF FOOTINGS & FOUNDATION

	Printed Name	Signature	License #*	Date
Footings	<u>Carol J Perkins</u>	<u><i>Carol J Perkins</i></u>	<u>AKHIN26</u>	<u>06/18/2014</u>
Foundation	<u>Carol J Perkins</u>	<u><i>Carol J Perkins</i></u>	<u>AKHIN26</u>	<u>06/18/2014</u>

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

	Printed Name	Signature	License #*	Date
Framing	<u>Carol J Perkins</u>	<u><i>Carol J Perkins</i></u>	<u>AKHIN26</u>	<u>09/26/2014</u>
Electrical	<u>Carol J Perkins</u>	<u><i>Carol J Perkins</i></u>	<u>AKHIN26</u>	<u>09/26/2014</u>
Plumbing	<u>Carol J Perkins</u>	<u><i>Carol J Perkins</i></u>	<u>AKHIN26</u>	<u>09/26/2014</u>
Mechanical	<u>Carol J Perkins</u>	<u><i>Carol J Perkins</i></u>	<u>AKHIN26</u>	<u>09/26/2014</u>

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Recorder: Index by Legal, Owner, and Builder



Legal description: Lot 8 Blk 2 Moose Ridge Plat# 2004-74 Palmer Recording District

4. COMPLETION OF INSTALLATION OF INSULATION AND VAPOR BARRIER

Printed Name	Signature	License #*	Date
Carol J Perkins	<i>Carol J Perkins</i>	AKHN26	10/09/2014

5. CONDITIONAL APPROVAL

Items to be completed: _____

To be completed by: _____

Printed Name	Signature	License #*	Date
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6. FINAL APPROVAL

Printed Name	Signature	License #*	Date
Carol J Perkins	<i>Carol J Perkins</i>	AKHN26	1.4.16

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

CONTRACTOR'S CERTIFICATION

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

Builder's Signature: *Nikolay Shabak* Date: 2/1/16

Builder's Name: NIKOLAY SHABAK, MEMBER SHABAK HOMES LLC Builder's License #: 982992

Residential Endorsement #: 2530 Dated: 4/20/15 to 12/31/16 (If applicable)

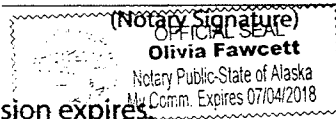
Business Name: SHABAK HOMES LLC

Address: P.O. BOX 874471

City: WASILLA State: AK Zip: 99687

Before me, a Notary Public in and for the State of Alaska, NIKOLAY SHABAK

has executed the foregoing document of his/her own free will. *Nikolay Shabak*



My Commission expires _____

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Recorder: Index by Legal, Owner, and Builder



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2020-003273-0

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When recorded, return to:
Residential Mortgage, LLC
ATTN: Final Document Department
100 Calais Drive
Anchorage, AK 99503

Title Order No.: F-74913 *lds*
Escrow No.: F-74913
LOAN #: RRDW056539

[Space Above This Line For Recording Data]

CASE #: 63-63-6-0386450

DEED OF TRUST

MIN 1000463-0000068619-4
MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated **February 13, 2020**, together with all Riders to this document.
- (B) "Borrower" is **PATRICK SMITH AND JACQUELYN DUARTE-SMITH, HUSBAND AND WIFE.**

Borrower is the trustor under this Security Instrument.

- (C) "Lender" is **Residential Mortgage, LLC.**

Lender is a **Limited Liability Company**,
under the laws of **Alaska**.
100 Calais Drive, Anchorage, AK 99503.

organized and existing
Lender's address is

- (D) "Trustee" is **Fidelity Title Agency of Alaska.**

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

(F) "Note" means the promissory note signed by Borrower and dated **February 13, 2020**. The Note states that Borrower owes Lender **FOUR HUNDRED ELEVEN THOUSAND FIVE HUNDRED AND NO/100*** ***** Dollars (U.S. **\$411,500.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **March 1, 2050**.

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

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



LOAN #: RRDW056539

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

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- V.A. Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify]

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

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

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

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

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

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender:

(i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **Recording District**

[Type of Recording District] of **Palmer**

[Name of Recording District],

Third

Judicial District:

Lot 8, Block 2, MOOSE RIDGE SUBDIVISION, according to the official plat thereof, filed under Plat No. 2004-74, in the records of the Palmer Recording District, Third Judicial District, State of Alaska.

which currently has the address of **6995 W Moose Ridge Circle, Wasilla,**

[Street] [City]

Alaska **99623**

("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted



LOAN #: RRDW056539

by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests; including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Sec-



LOAN #: RRDW056539

tion 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal



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

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.



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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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 is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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

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

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



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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have



been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by



reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and those remedies permitted by Applicable Law may be invoked. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Lender may bring suit in any court of competent jurisdiction to foreclose the lien of this Security Instrument judicially and/or obtain judgment on the Note which it secures. Any election by Lender to invoke the power of sale provisions of this Section 22 shall not be considered a final and binding election of remedies that would preclude such a judicial foreclosure, until conclusion of the sale of the Property by the Trustee as described in this Section 22.

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

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



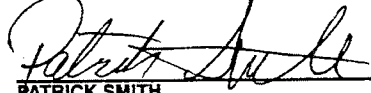
LOAN #: RRDW056539


23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

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

25. **Right to Demand Full Payoff.** Notwithstanding Section 19 or any other provision of this Security Instrument, if a notice of default under this Security Instrument shall have been recorded two or more times previously and the default shall have been cured pursuant to Section 19 and Applicable Law, Lender shall have the right to refuse to accept a subsequent cure of a subsequent default under Section 19 and shall be entitled to proceed with foreclosure of this Security Instrument unless Borrower pays all sums secured by this Security Instrument. Acceptance by Lender of a cure of the subsequent default giving rise to the foreclosure shall not constitute a waiver of the right to reject a cure and proceed with foreclosure in the event of any future default.

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

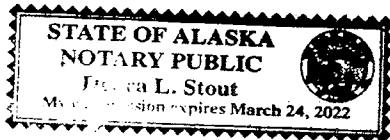

PATRICK SMITH
2/10/2020 (Seal)
DATE

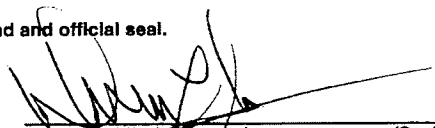

JACQUELYN DUARTE-SMITH
2/13/2020 (Seal)
DATE

State of ALASKA
Third Judicial District

On this 13th day of FEB 2020, before me, the undersigned Notary Public, personally appeared PATRICK SMITH AND JACQUELYN DUARTE-SMITH, known to me to be the person(s) whose names(s) is/are subscribed in the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.




Notary Public (signature) (Seal)

My Commission Expires 3/24/2022

Lender: Residential Mortgage, LLC
NMLS ID: 167729
Loan Originator: Tracy Ottinger
NMLS ID: 196900



LOAN #: RRDW056539
CASE #: 63-63-6-0386450
MIN: 1000463-0000068619-4

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

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

THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this 13th day of February, 2020, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to Residential Mortgage, LLC, a Limited Liability Company

(herein "Lender")
and covering the Property described in the Security Instrument and located at
6995 W Moose Ridge Circle
Wasilla, AK 99623

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

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

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

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

TRANSFER OF THE PROPERTY: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

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

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

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER
Ellie Mae, Inc.

Page 1 of 2

P8751ASR 0311
P8751ASR (CLS)
02/11/2020 12:51 PM PST



LOAN #: RRDW056539

Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

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

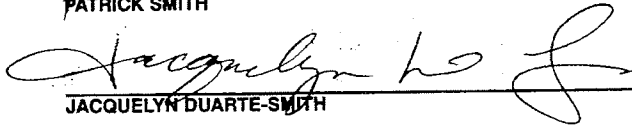
(c) ASSUMPTION INDEMNITY LIABILITY: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent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

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



PATRICK SMITH

2/13/2020 (Seal)
DATE



JACQUELYN DUARTE-SMITH

5/13/2020 (Seal)
DATE



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K
A

2021-020593-0

Recording Dist: 311 - Palmer
7/13/2021 08:05 AM Pages: 1 of 8



This Document Prepared By:
SEQUAN COLLIER
WELLS FARGO BANK, N.A.
1 HOME CAMPUS
DES MOINES, IA 50328
(800) 416-1472

When Recorded Mail To:
FIRST AMERICAN TITLE CO.
FAMS - DTO RECORDING
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991

Tax/Parcel #: 5538B02L008

_____ [Space Above This Line for Recording Data] _____

Original Principal Amount: \$411,500.00

Investor Loan No.:

Unpaid Principal Amount: \$410,852.39

Loan No: (scan barcode)

New Principal Amount: \$410,852.39

Total Cap Amount: \$0.00

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

Executed on this day: **JUNE 2, 2021**

Borrower ("I")¹: **PATRICK SMITH, JACQUELYN DUARTE-SMITH**

Borrower Mailing Address: **6995 W MOOSE RIDGE CIR, WASILLA, AK 99623**

Lender or Servicer ("Lender"): **WELLS FARGO BANK, N.A.**

Lender or Servicer Address: **1 HOME CAMPUS, DES MOINES, IA 50328**

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") **FEBRUARY 13,**

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I" or "my") shall include the plural (such as "we" or "our") and vice versa where appropriate.



2020 and the Note ("Note") date of FEBRUARY 13, 2020 and Recorded on FEBRUARY 14, 2020 in INSTRUMENT NO. 2020-003273-0, of the OFFICIAL Records of MATANUSKA SUSITNA RECORDING DISTRICT, ALASKA

Property Address ("Property"): **6995 MOOSE RIDGE CIR, WASILLA, ALASKA 99623**

Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

This Loan Modification Agreement ("Agreement") is made on **JUNE 2, 2021** by and between Borrower, as obligor(s), or as title holder(s) to the Property, as the context may require, and Lender. Borrower's obligations under the Note are secured by a properly recorded Mortgage, dated the same date as the Note encumbering the Property. Borrower agrees that, except as expressly modified in this Agreement, the Note and the Mortgage remain in full force and effect and are valid, binding obligations upon Borrower, and are properly secured by the Property.

This Agreement will amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are hereafter referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in the Loan Documents.

In consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows (notwithstanding anything to the contrary in the Loan Documents).

I understand that after I sign and return one copy of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Loan Documents. Further, except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement:

1. The Modification.

A. The current contractual due date has been changed from **MAY 1, 2020** to

Wells Custom Disaster Extend Mod 06012021_511

Page 2



AUGUST 1, 2021. The first modified contractual due date is **AUGUST 1, 2021.**

B. The maturity date will now be **JUNE 1, 2051.**

C. Interest at the rate of **3.2500%** will begin to accrue on the unpaid principal balance of **\$410,852.39** ("Interest Bearing Principal Balance") as of **JULY 1, 2021.**

D. The payment schedule for the modified loan is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On
359	3.2500%	07/01/2021	\$1,791.00	\$725.66	\$2,516.66	08/01/2021

2. Additional Agreements.

I agree to the following:

- A. If applicable, the Note may contain provisions allowing for changes in the interest rate and the monthly payment. The Note limits the amount the Borrower's interest rate can change at any one time and the maximum rate the Borrowers must pay.
- B. If the Borrower's balance has been reduced as a result of this Agreement, it is understood that any credit life, accident and health, and involuntary unemployment insurance written in connection with the Loan has been cancelled, and that any refund of unearned premiums or charges made because of the cancellation of such credit insurance is reflected in the amount due under this Agreement. **Exception:** In the state of California, Life, A&H, and IUI insurance must be cancelled, with refunds applied to the account prior to entry of the settlement transaction, even though there is no reduction in balance as part of the settlement.
- C. If the Loan has "Monthly Add-On Premium" Credit Life or Credit Accident & Health Insurance coverage, it is understood and agreed that the Borrowers acceptance of this Agreement will result in the cancellation of the above-mentioned insurances.
- D. If the Borrower's homeowners insurance should lapse, **Wells Fargo Home Mortgage** reserves the right to place Lender Placed Insurance (LPI) on the account. If LPI is placed on the account, the monthly payment could increase. All other terms of the Agreement will not be affected by the LPI and will remain in



effect in accordance with this Agreement.

- E. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Notice of Special Flood Hazard disclosure.
- F. **CORRECTION AGREEMENT:** The undersigned Borrower(s), for and in consideration of the approval, closing and funding of this Agreement, hereby grants **Wells Fargo Home Mortgage**, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 180 days from the closing date of the undersigned's Modification, or the date any and all documents that the lender requires to be recorded have been successfully recorded at the appropriate office, whichever is later. Borrower agrees to make and execute such other documents or papers as necessary or required to effectuate the terms and conditions of this Agreement, which, if approved and accepted by Lender, shall bind and inure to their heirs, executors, administrators, and assigns of the Borrower.
- G. All the rights and remedies, stipulations, and conditions contained in the Loan Documents relating to default in the making of payments under the Loan Documents shall also apply to default in the making of the payments under this Agreement.
- H. I agree that this Agreement will be null and void if the Lender is unable to receive all necessary title endorsement(s), title insurance product(s) and/or subordination Agreement(s).
- I. Borrower must deliver to **Wells Fargo Home Mortgage** a properly signed modification Agreement without alteration by **JUNE 17, 2021**. If Borrower does not return a properly signed modification Agreement by this date and make all payments pursuant to the trial plan Agreement or any other required pre-modification payments, if applicable, **Wells Fargo Home Mortgage** may deny or cancel this Agreement. If the Borrower returns a properly signed Agreement by said date, payments pursuant to the loan modification Agreement are due as outlined in this modification Agreement. **Wells Fargo Home Mortgage** may deny or cancel this loan modification Agreement if Borrower fails to make the first



payment due pursuant to this loan modification Agreement.

All Borrowers are required to sign and date this Agreement in blue or black ink only as the Borrowers' name appears below. If signed using any other color or method, the document will not be accepted and another copy of the Agreement will be sent to the Borrower to be signed.

By signing below, all Borrowers certify they have read this Agreement in its entirety, that all Borrowers know and understand the meaning and intent of this Agreement and that all Borrowers enter into this Agreement knowingly and voluntarily. By signing below, all Borrowers agree to all terms and conditions described on every page of this Agreement.

Wells Custom Disaster Extend Mod 06012021_511

Page 5



5 of 8

2021-020593-0

In Witness Whereof, I have executed this Agreement.

[Signature]
Borrower: PATRICK SMITH

6/18/2021

Date

[Signature]
Borrower: JACQUELYN DUARTE-SMITH

6/18/2021

Date

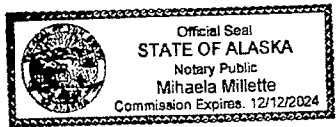
BORROWER ACKNOWLEDGMENT

State of ALASKA,
THIRD Judicial District (or County of MATANUSKA-SUSITNA or Municipality of
NIA)

The forgoing instrument was acknowledged before me this 18 day of
JUNE, 2021 by PATRICK SMITH, JACQUELYN
DUARTE-SMITH

[Signature]
Notary Public (Signature)

Print Name: MIHAELA MILLETTE



Serial Number, if any: 201212001

My commission expires:
12/12/2024



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

Birhanu T Lakew
Vice President Loan Documentation

7-7-2021

Birhanu
By: (print name)
(title)

(sign)

Date

_____ [Space Below This Line for Acknowledgments] _____

LENDER ACKNOWLEDGMENT

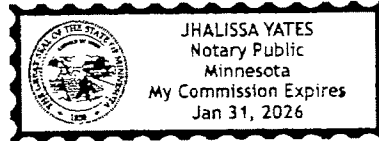
STATE OF Minnesota
COUNTY OF Ramsey

This instrument was acknowledged before me

July 7th 2021 (date) by Birhanu T Lakew

(name(s) of person(s)) as Vice President Loan Documentation (type of authority, e.g.,
officer, trustee, etc.) of **WELLS FARGO BANK, N.A.** (name of party on behalf of whom
the instrument was executed).

Jhalissa Yates
Notary Public



Printed Name: Jhalissa Yates

My Commission Expires:
JAN 31 2026



EXHIBIT A

BORROWER(S): PATRICK SMITH, JACQUELYN DUARTE-SMITH

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

The land referred to herein below is situated in the Palmer Recording District, Third Judicial District, State of Alaska and is described as follows:

Lot 8, Block 2, MOOSE RIDGE SUBDIVISION, according to the official plat thereof, filed under Plat No. 2004-74, in the records of the Palmer Recording District, Third Judicial District, State of Alaska.

ALSO KNOWN AS: 6995 MOOSE RIDGE CIR, WASILLA, ALASKA 99623



Prepared By:
The Loan Store, Inc.
6340 N. Campbell Ave,
Suite #100
Tucson, AZ 85718

After Recording Return To:
Figure Lending LLC
Attn: Austin Fisher
100 West Liberty Street
Suite 600,
Reno, NV 89501

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K
A

2025-002756-0

Recording Dist: 311 - Palmer
2/19/2025 8:49 AM Pages: 1 of 12



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**ALASKA
OPEN END DEED OF TRUST
(Securing Future Advances)**

Loan Id: 1-25034-1793

Date: 02/13/2025

Smith

ULI: 254900DTLHVWQ7NP7R34125034179374

DART Phone: 1-888-488-9883

Or visit www.dartinc.io

THIS OPEN-END DEED OF TRUST ("Deed of Trust") is made on 02/13/2025.

(A) The trustor(s) is/are Patrick Smith and Jacquelyn Duarte-smith.

(B) The trustee is Trustee Services Inc ("Trustee"), whose address is P.O. Box 2980, Silverdale, WA 98383-2980.

(C) The Lender is The Loan Store, Inc. whose address is 6340 N. Campbell Ave, Suite #100, Tucson, AZ 85718.

(D) "DART" is DART Collateral Manager LLC. DART is a separate company that is acting solely as a nominee for Lender and Lender's successors and assigns. **DART is the beneficiary under this Deed of Trust.** DART is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 32817, Charlotte, NC 28232, tel.1-888-488-9883.

In this Deed of Trust, the terms "you," "your" and "yours" refer to the trustor(s). The terms "we," "us" and "our" refer to the Lender.

Pursuant to a Home Equity Line of Credit Agreement ("Agreement") dated 02/06/2025, Patrick Smith ("Borrower") may incur indebtedness in amounts fluctuating from time to time up to a credit limit of U.S. \$88,397.80. The Agreement is a revolving, open-end line of credit. The Agreement provides for monthly payments of principal and interest. All amounts due under the Agreement must be paid in full not later than 03/12/2055. Additional draws may be taken under the Agreement and each draw may have a different interest rate, as set forth more fully in the Agreement, and, as a result, the dollar amount of the monthly payments of principal and interest required under the Agreement may increase.

Pursuant to the terms of the Agreement, Borrower may request draws from time to time, subject to the credit limit and other limitations contained in the Agreement. Each draw will be recorded in our books and records and will be due and payable no later than the end of its repayment period as set forth in the Agreement. All draws, with interest thereon, and all and other amounts Borrower owes us under the Agreement will be secured by this Deed of Trust. You agree that all draws taken by Borrower will be considered draws taken to or for the benefit of each or any of you, even if you did not sign the Agreement and even if you did not request the draw.

You agree that this Deed of Trust will continue to secure all draws now or later taken under the terms of the Agreement, including draws taken whether or not at the time a draw is taken there is any principal balance outstanding under the Agreement. The parties agree that this Deed of Trust will secure unpaid draws, interest, future draws, and all other amounts due under this Deed of Trust and the Agreement.

The beneficiary of this Deed of Trust is DART (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of DART. This Deed of Trust secures to us: (a) the repayment of all amounts owed to us under the Agreement, including future draws, and all refinancings, renewals, extensions and modifications of the Agreement; (b) the payment of all other amounts, with interest, advanced under this Deed of Trust to protect the security of this Deed of Trust; and (c) the performance of your covenants and agreements under this Deed of Trust and the Agreement. For this purpose and in consideration of the debt, you irrevocably grant and convey to Trustee and Trustee's successors and assigns, in trust, with power of sale, the following described property located in **the Palmer Recording District, State of Alaska**: described on Exhibit A attached hereto

which has the address of 6995 W MOOSE RIDGE CIR, WASILLA, Alaska 99623 ("Property Address");

TOGETHER WITH all the improvements now or later erected on the property, and all easements, rights, appurtenances, and fixtures now or later a part of the property. All replacements and additions will also be covered by this Deed of Trust. All of the foregoing is referred to in this Deed of Trust as the "Property." You understand and agree that DART holds only legal title to the interests granted by You in this Deed of Trust, but, if necessary to comply with law or custom, DART (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 foreclosure and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Deed of Trust.

YOU COVENANT that you are lawfully seized of the estate conveyed in this Deed of Trust and have the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. You warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

YOU AND WE covenant and agree as follows:

1. Payment of Principal, Interest and Other Charges. Borrower will pay when due the principal, interest and all other amounts owing under the Agreement and all other amounts due under this Deed of Trust.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by us under the Agreement and Section 1 will be applied by us as provided



in the Agreement.

3. Prior Deed of Trusts; Charges; Liens. You will perform all of your obligations under any mortgage, deed of trust or other security instruments with a lien which has priority over this Deed of Trust, including your covenants to make payments when due. You will pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Deed of Trust or any advance under this Deed of Trust, and leasehold payments or ground rents, if any. Upon our request, you will promptly furnish to us all notices of amounts to be paid under this Section and receipts evidencing any such payments you make directly. You will promptly discharge any lien (other than a lien disclosed to us in your application or in any title report we obtained) which has priority over this Deed of Trust or any advance under this Deed of Trust.

We specifically reserve to our self and our successors and assigns the unilateral right to require, upon notice, that Borrower pay to us on the day monthly payments are due an amount equal to one-twelfth (1/12) of the yearly taxes, and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust and ground rents on the Property, if any, plus one-twelfth (1/12) of yearly premium installments for hazard and mortgage insurance, all as we reasonably estimate initially and from time to time, as allowed by and in accordance with applicable law.

4. Hazard Insurance. You will keep the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding and earthquakes, for which we require insurance. This insurance will be maintained in the amounts and for the periods that we require. You may choose any insurer reasonably acceptable to us. Insurance policies and renewals will be acceptable to us and will include a standard mortgagee clause. If we require, you will promptly give us all receipts of paid premiums and renewal notices. If you fail to maintain coverage as required in this Section, you authorize us to obtain such coverage as we in our sole discretion determine appropriate to protect our interest in the Property in accordance with the provisions in Section 6. You understand and agree that any coverage we purchase may cover only our interest in the Property and may not cover your interest in the Property or any personal property. You also understand and agree that the premium for any insurance may be higher than the premium you would pay for the insurance. You will promptly notify the insurer and us of any loss. We may make proof of loss if you do not promptly do so.

We may also, at our option and on your behalf, adjust and compromise any claims under any insurance, give releases or acquittances to the insurance company in connection with the settlement of any claim and collect and receive insurance proceeds. You appoint us as your attorney-in-fact to do all of the foregoing, which appointment you understand and agree is irrevocable, coupled with an interest with full power of substitution and will not be affected by your subsequent disability or incompetence.

Insurance proceeds will be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and our security would not be lessened. Otherwise, insurance proceeds will be applied to amounts secured by this Deed of Trust, whether or not then due, with any excess paid to you. If you abandon the Property, or do not answer within 30 days our notice to you that the insurer has offered to settle a claim, we may then collect and use the proceeds to repair or restore the Property or to pay amounts secured by this Deed of Trust, whether or not then due. The 30-day period will begin when notice is given. Any application of proceeds to principal will not require us to extend or postpone the due date of monthly



payments or change the amount of monthly payments. If we acquire the Property at a forced sale following your default, your right to any insurance proceeds resulting from damage to the Property prior to the acquisition will pass to us to the extent of the amounts secured by this Deed of Trust immediately prior to the acquisition.

You will not permit any condition to exist on the Property which would, in any way, invalidate the insurance coverage on the Property.

5. Preservation, Maintenance and Protection of the Property; Loan Application; Leaseholds. You will not destroy, damage or substantially change the Property, allow the Property to deteriorate, or commit waste. You will be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in our good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Deed of Trust or our security interest. You may cure such a default, as provided in Section 17, by causing the action or proceeding to be dismissed with a ruling that, in our good faith determination, precludes forfeiture of your interest in the Property or other material impairment of the lien created by this Deed of Trust or our security interest. You will also be in default if you, during the home equity line of credit application process, gave materially false or inaccurate information or statements to us (or failed to provide us with any material information) in connection with the home equity line of credit evidenced by the Agreement, including representations concerning your occupancy of the Property as a principal residence. If this Deed of Trust is on a leasehold, you will comply with the lease. If you acquire fee title to the Property, the leasehold and fee title will not merge unless we agree to the merger in writing.

6. Protection of Our Rights in the Property; Mortgage Insurance. If you fail to perform the covenants and agreements contained in this Deed of Trust, or there is a legal proceeding that may significantly affect our rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws), then we may do, and pay for, anything necessary to protect the Property's value and our rights in the Property. Our actions may include paying any amounts secured by a lien which has priority over this Deed of Trust or any draw or amounts owed under the Agreement or this Deed of Trust, appearing in court, paying reasonable attorney's fees, paying any amounts which you are required to pay under this Deed of Trust and entering on the Property to make repairs. We do not have to take any action we are permitted to take under this Section. Any amounts we pay under this Section will become additional debts you owe us and will be secured by this Deed of Trust. These amounts will bear interest from the disbursement date at the rate established under the Agreement and will be payable, with interest, upon our request. If we required mortgage insurance as a condition of making the home equity line of credit secured by this Deed of Trust, Borrower will pay the premiums for such insurance until such time as the requirement for the insurance terminates.

7. Inspection. We may enter and inspect the Property at any reasonable time and upon reasonable notice.

8. Condemnation. The proceeds of any award for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are assigned and will be paid to us. If the Property is abandoned, or if, after notice by us to you that the condemnor offers to make an award or settle a claim for damages, you fail to respond to us within 30 days after the date the notice is given, we are authorized to collect and apply the proceeds, at our option, either to restoration or repair of the Property or to the amounts secured by this Deed of Trust, whether or not then due.



Unless we and Borrower otherwise agree in writing, any application of proceeds to principal will not extend or postpone the due date of the monthly payments payable under the Agreement and Section 1 or change the amount of such payments.

9. You Are Not Released; Forbearance by Us Not a Waiver. Extension of time for payment or modification of amortization of the amounts secured by this Deed of Trust granted by us to any of your successors in interest will not operate to release your liability or the liability of your successors in interest. We will not be required to commence proceedings against any successor in interest, refuse to extend time for payment or otherwise modify amortization of the amounts secured by this Deed of Trust by reason of any demand made by you or your successors in interest. Our forbearance in exercising any right or remedy will not waive or preclude the exercise of any right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Deed of Trust will bind and benefit your successors and permitted assigns. Your covenants and agreements will be joint and several. Anyone who co-signs this Deed of Trust but does not execute the Agreement: (a) is co-signing this Deed of Trust only to grant and convey such person's interest in the Property; (b) is not personally obligated to pay the Agreement, but is obligated to pay all other amounts secured by this Deed of Trust; and (c) agrees that we and anyone else who signs this Deed of Trust may agree to extend, modify, forbear or make any accommodations regarding the terms of this Deed of Trust or the Agreement without such person's consent.

11. Loan Charges. If the loan secured by this Deed of Trust is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any amounts already collected from you which exceed permitted limits will be refunded to you. We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

12. Notices. Unless otherwise required by law, we may deliver any notice to you provided for in this Deed of Trust by mail, at the most recent address we have on file for you, or if you have consented to electronic communications, by e-mail or any other electronic method to which you have consented. Unless otherwise required by law, any notice to us will be given by first class mail to our address provided above or any other address we designate by notice to you.

13. Governing Law; Severability. This Deed of Trust is governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Deed of Trust conflicts with applicable law, such conflict will not affect other provisions of this Deed of Trust which can be given effect without the conflicting provision. The provisions of this Deed of Trust are severable.

14. Transfer of the Property. If all or any part of the Property or any interest in it is sold or transferred without our prior written consent, we may, at our option, require immediate payment in full of all amounts secured by this Deed of Trust. However, this option will not be exercised by us if exercise is prohibited by applicable law.



15. Sale of Agreement; Change of Loan Servicer. The Agreement or a partial or participation interest in the Agreement (together with this Deed of Trust) may be sold one or more times without prior notice to you. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Agreement and this Deed of Trust. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Agreement. If there is a change of the Loan Servicer, you will be given written notice of the change as required by applicable law. The notice will state the name and address of the new Loan Servicer and any change in address to which payments should be made. The notice will also contain any information required by applicable law.

16. Hazardous Substances. You will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (defined below) on or in the Property. You will not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law (defined below). The preceding two sentences will not apply to the presence, use, or storage on the Property of Hazardous Substances in quantities that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. You will promptly give us written notice of 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 you have actual knowledge. If you learn or are notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, you will promptly take all necessary remedial actions in accordance with Environmental Law. As used in this Deed of Trust, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Deed of Trust, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

17. Acceleration; Remedies. You will be in default if (a) any payment required by the Agreement or this Deed of Trust is not made when it is due; (b) we discover that you have committed fraud or made a material misrepresentation in connection with the Agreement; or (c) you take any action or fail to take any action that adversely affects our security for the Agreement or any right we have in the Property. If a default occurs, we will give you notice specifying: (i) the default; (ii) the action required to cure the default; (iii) a date, not less than 30 days from the date the notice is given to you, by which the default must be cured; and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the amounts secured by this Deed of Trust and sale of the Property. The notice will further inform you of any right to reinstate after acceleration and any right to bring a court action to assert the nonexistence of a default or any other defense you may have to acceleration and sale. If the default is not cured on or before the date specified in the notice, we, at our option, may require immediate payment in full of all amounts secured by this Deed of Trust without further demand and may invoke the power of sale and other remedies permitted by applicable law. We will be entitled to collect all charges, costs, fees and expenses incurred in pursuing the remedies provided in this Section 17, including reasonable attorneys' fees as permitted by applicable law and costs of title evidence.

If we invoke the power of sale, we will execute or cause Trustee to execute a written notice of the occurrence of an event of default and of our election to cause the Property to be sold. Trustee will cause this notice to be recorded in each recording district in



which any part of the Property is located. We or Trustee will mail copies of the notice as prescribed by applicable law to you and to the other persons prescribed by applicable law. Trustee will give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on you, 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. Either we or our designee may purchase the Property at any sale.

Trustee will deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, express or implied. The recitals in Trustee's deed will be prima facie evidence of the truth of the statements made in the deed. Trustee will apply the proceeds of the sale in the following order: (A) to all expenses of the sale, including reasonable Trustee's and attorneys' fees; (B) to all amounts secured by this Deed of Trust; and (C) any excess to the person or persons legally entitled to it.

18. Reconveyance. Upon your request and payment of all amounts secured by this Deed of Trust, we will request Trustee to reconvey the Property and will surrender this Deed of Trust and all notes evidencing debt secured by this Deed of Trust to Trustee. Trustee will reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons will pay any recordation costs, as permitted by law.

19. Substitute Trustee. We may, at our option, from time to time appoint a successor trustee to any Trustee. Without conveyance of the Property, the successor trustee will succeed to all the title, powers and duties conferred upon the Trustee and by applicable law.

20. Discontinuance of Enforcement. Notwithstanding our acceleration of the amounts secured by this Deed of Trust under the provisions of Section 17, we may, in our sole discretion and upon such conditions as we in our sole discretion determine, discontinue any proceedings begun to enforce the terms of this Deed of Trust.

21. Additional Charges. Borrower agrees to pay any charges, costs, fees and expenses permitted by law in connection with the servicing of the Agreement, including the costs of obtaining tax searches and subordinations.

22. Waiver. No waiver by us at any time of any provision, agreement or covenant contained in this Deed of Trust or the Agreement will be deemed to be or construed as a waiver of any other provision, agreement or covenant or of the same provision, agreement or covenant at any other time.

23. Maturity of lien. The date of maturity of this Deed of Trust is fifty (50) years from the date the Trustor or Trustors execute this Deed of Trust.



24. Riders to this Deed of Trust. If one or more riders are executed by you and recorded together with this Deed of Trust, the covenants and agreements of each such rider will be incorporated into and will amend and supplement the covenants and agreements of this Deed of Trust as if the rider(s) were a part of this Deed of Trust.

Check applicable boxes:

Condominium Rider

2-4 Family Rider

Planned Unit Development Rider

Second Home Rider

Other(s) (specify)



BY SIGNING BELOW, you accept and agree to the terms, agreements and covenants contained in this Deed of Trust and in any rider(s) executed by you and recorded with it.

Patrick Smith

Patrick Smith

02/13/2025

Date

Jacquelyn Duarte-Smith

Jacquelyn Duarte-Smith

02/13/2025

Date

F51E055497ABCC600847F54609804BAF
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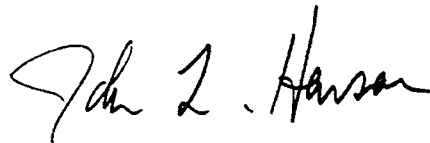


State of Nevada

County of Washoe

On this 13th day of February 2025, before me, John L. Henson (the undersigned notary public), Patrick Smith personally appeared by means of an interactive two-way audio and video communication, proved to me through satisfactory evidence which were a government-issued identification credential, credential analysis and identity proofing, to be the person whose name is signed on the preceding or attached instrument, and who acknowledged to me that this person was the maker of the attached instrument and executed this instrument voluntarily as the free act of the person named in the instrument for its stated purpose.

This notarial act was performed using audio-video communication.



.....
Signature of Notary Public



John L. Henson
NOTARY PUBLIC
STATE OF NEVADA
I.D. # 05-101421-2
My Comm. Exp. Dec. 29, 2025



State of Nevada

County of Washoe

On this 13th day of February 2025, before me, Dominic Rottler (the undersigned notary public), Jacquelyn Duarte-smith personally appeared by means of an interactive two-way audio and video communication, proved to me through satisfactory evidence which were a government-issued identification credential, credential analysis and identity proofing, to be the person whose name is signed on the preceding or attached instrument, and who acknowledged to me that this person was the maker of the attached instrument and executed this instrument voluntarily as the free act of the person named in the instrument for its stated purpose.

This notarial act was performed using audio-video communication.



.....
Signature of Notary Public

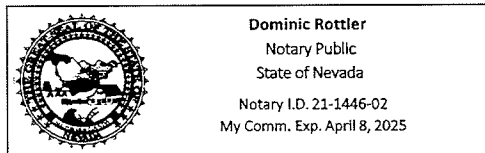


EXHIBIT A - PROPERTY LEGAL DESCRIPTION

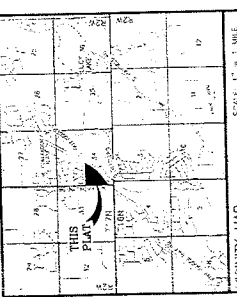
THE FOLLOWING REAL PROPERTY IS SITUATED IN THE COUNTY OF
MATANUSKA-SUSITNA, STATE OF ALASKA, AND DESCRIBED FURTHER AS
FOLLOWS:

Lot 8, Block 2, MOOSE RIDGE SUBDIVISION, according to the official plat thereof, filed
under Plat No. 2004-74, in the records of the Palmer Recording District, Third Judicial
District, State of Alaska.

Property Address: 6995 W MOOSE RIDGE CIR, WASILLA, AK 99623

apn: 5538B02L008



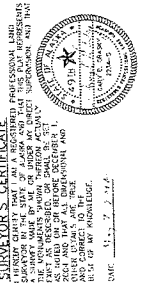


CERTIFICATE OF OWNERSHIP
 I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED IN THE ABOVE TITLED INSTRUMENT AND THAT THE SAID PROPERTY IS NOT SUBJECT TO ANY OTHER INTEREST, ENCUMBRANCE, EASEMENT, OR RIGHT OF ANY KIND OR CHARACTER, AND THAT ALL EASEMENTS TO THE SAID PROPERTY ARE ATTACHED AS PART OF THE SAID PROPERTY.

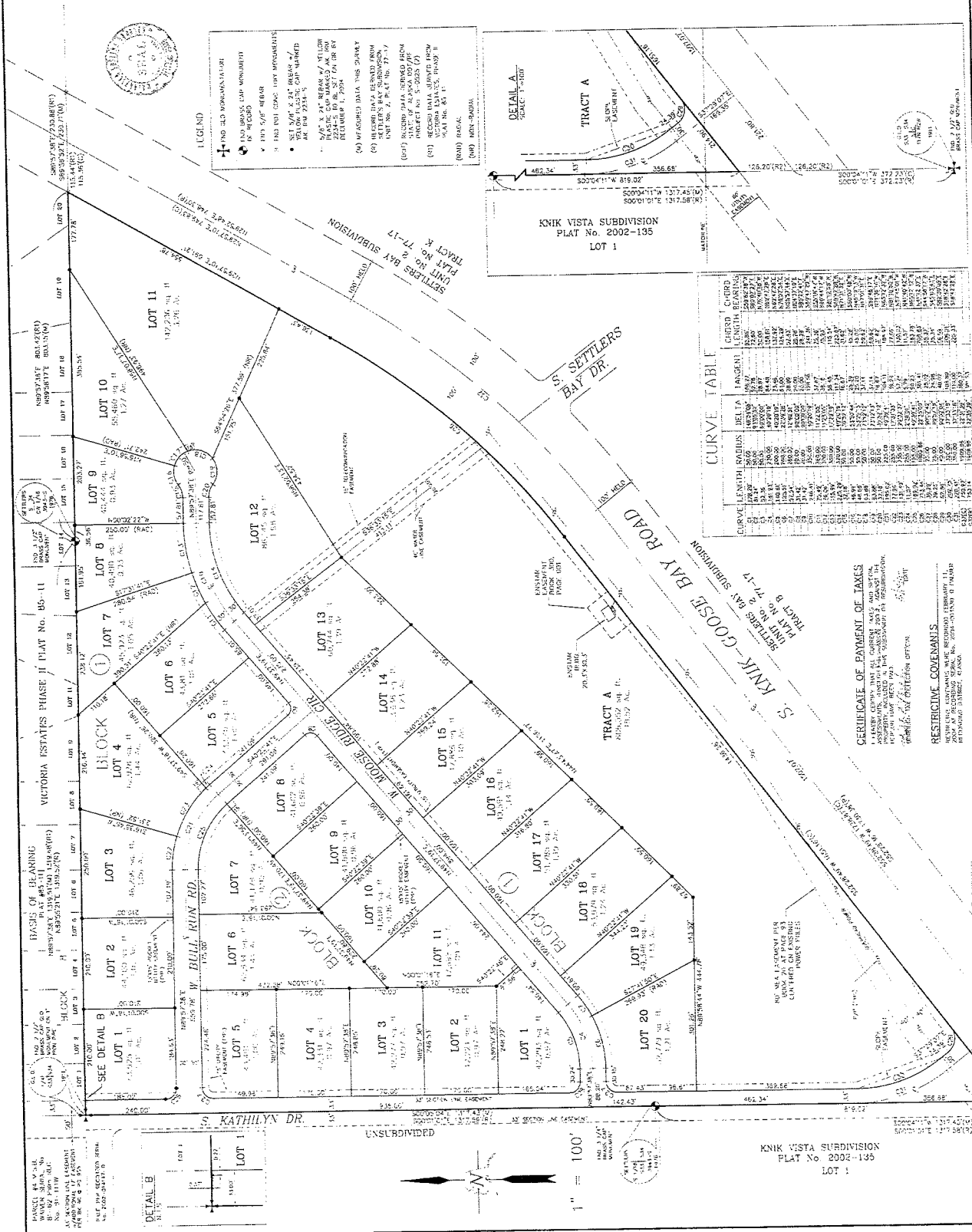
NOTES
 1. THE PROPERTY IS SUBJECT TO THE RESTRICTIONS, COVENANTS, AND EASEMENTS SET FORTH IN THE INSTRUMENTS REFERRED TO IN THE ABOVE TITLED INSTRUMENT.
 2. THE PROPERTY IS SUBJECT TO THE RESTRICTIONS, COVENANTS, AND EASEMENTS SET FORTH IN THE INSTRUMENTS REFERRED TO IN THE ABOVE TITLED INSTRUMENT.
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PLANNING DIRECTOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THE INSTRUMENT HAS BEEN REVIEWED AND THAT THE INSTRUMENT IS IN ACCORDANCE WITH THE PLANNING ACT AND THAT THE INSTRUMENT IS IN ACCORDANCE WITH THE PLANNING ACT AND THAT THE INSTRUMENT IS IN ACCORDANCE WITH THE PLANNING ACT.

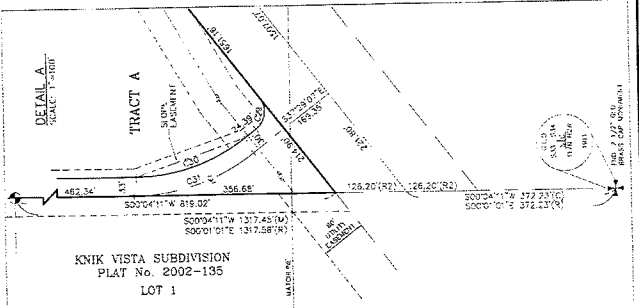
SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALASKA AND THAT I HAVE PERSONALLY CONDUCTED A SURVEY OF THE PROPERTY DESCRIBED IN THE ABOVE TITLED INSTRUMENT AND THAT THE SAID SURVEY IS IN ACCORDANCE WITH THE SURVEYING ACT AND THAT THE SAID SURVEY IS IN ACCORDANCE WITH THE SURVEYING ACT.



MOOSE RIDGE SUBDIVISION
 TRACT B, SETTLERS BAY SUBDIVISION UNIT No. 2, RECORDED AT 193 17 17 PALMER RECORDS DIVISION
 CREATED WITHIN THE 500' X 750' ZONE OF THE 3.44 AC. MOOSE RIDGE SUBDIVISION
 ALASKA BIRD ENGINEERING, INC.
 ENGINEER
 1000 W. 10TH AVENUE, SUITE 100
 ANCHORAGE, ALASKA 99501
 PHONE: 273-2000 FAX: 273-2001
 SCALE: 1" = 100'



PLANNING DIRECTOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THE INSTRUMENT HAS BEEN REVIEWED AND THAT THE INSTRUMENT IS IN ACCORDANCE WITH THE PLANNING ACT AND THAT THE INSTRUMENT IS IN ACCORDANCE WITH THE PLANNING ACT.

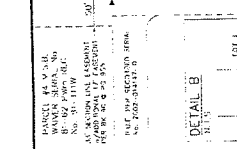


CURVE TABLE

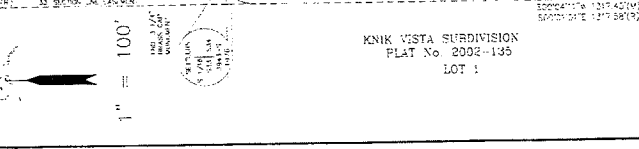
CURVE LENGTH	RADIUS	BETA	CHORD	CHORD BEARING
1.00	1.00	90.00	1.41	S 45.00° E
2.00	2.00	36.87	2.83	S 18.43° E
3.00	3.00	22.38	4.24	S 11.25° E
4.00	4.00	16.27	5.64	S 8.18° E
5.00	5.00	12.29	7.04	S 6.34° E
6.00	6.00	9.54	8.44	S 5.31° E
7.00	7.00	7.50	9.84	S 4.80° E
8.00	8.00	6.00	11.24	S 4.41° E
9.00	9.00	5.14	12.64	S 4.12° E
10.00	10.00	4.50	14.04	S 3.93° E
11.00	11.00	4.00	15.44	S 3.81° E
12.00	12.00	3.60	16.84	S 3.75° E
13.00	13.00	3.30	18.24	S 3.73° E
14.00	14.00	3.10	19.64	S 3.74° E
15.00	15.00	2.95	21.04	S 3.77° E
16.00	16.00	2.83	22.44	S 3.81° E
17.00	17.00	2.73	23.84	S 3.85° E
18.00	18.00	2.65	25.24	S 3.90° E
19.00	19.00	2.58	26.64	S 3.95° E
20.00	20.00	2.53	28.04	S 4.00° E
21.00	21.00	2.49	29.44	S 4.05° E
22.00	22.00	2.46	30.84	S 4.10° E
23.00	23.00	2.43	32.24	S 4.15° E
24.00	24.00	2.41	33.64	S 4.20° E
25.00	25.00	2.39	35.04	S 4.25° E
26.00	26.00	2.38	36.44	S 4.30° E
27.00	27.00	2.37	37.84	S 4.35° E
28.00	28.00	2.36	39.24	S 4.40° E
29.00	29.00	2.35	40.64	S 4.45° E
30.00	30.00	2.35	42.04	S 4.50° E

CERTIFICATE OF PAYMENT OF TAXES
 I HEREBY CERTIFY THAT THE TAXES DUE ON THE PROPERTY DESCRIBED IN THE ABOVE TITLED INSTRUMENT HAVE BEEN PAID AS OF THE DATE OF THIS CERTIFICATE.

RESTRICTIVE COVENANTS
 THE PROPERTY DESCRIBED IN THE ABOVE TITLED INSTRUMENT IS SUBJECT TO THE RESTRICTIONS, COVENANTS, AND EASEMENTS SET FORTH IN THE INSTRUMENTS REFERRED TO IN THE ABOVE TITLED INSTRUMENT.



PLANNING DIRECTOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THE INSTRUMENT HAS BEEN REVIEWED AND THAT THE INSTRUMENT IS IN ACCORDANCE WITH THE PLANNING ACT AND THAT THE INSTRUMENT IS IN ACCORDANCE WITH THE PLANNING ACT.

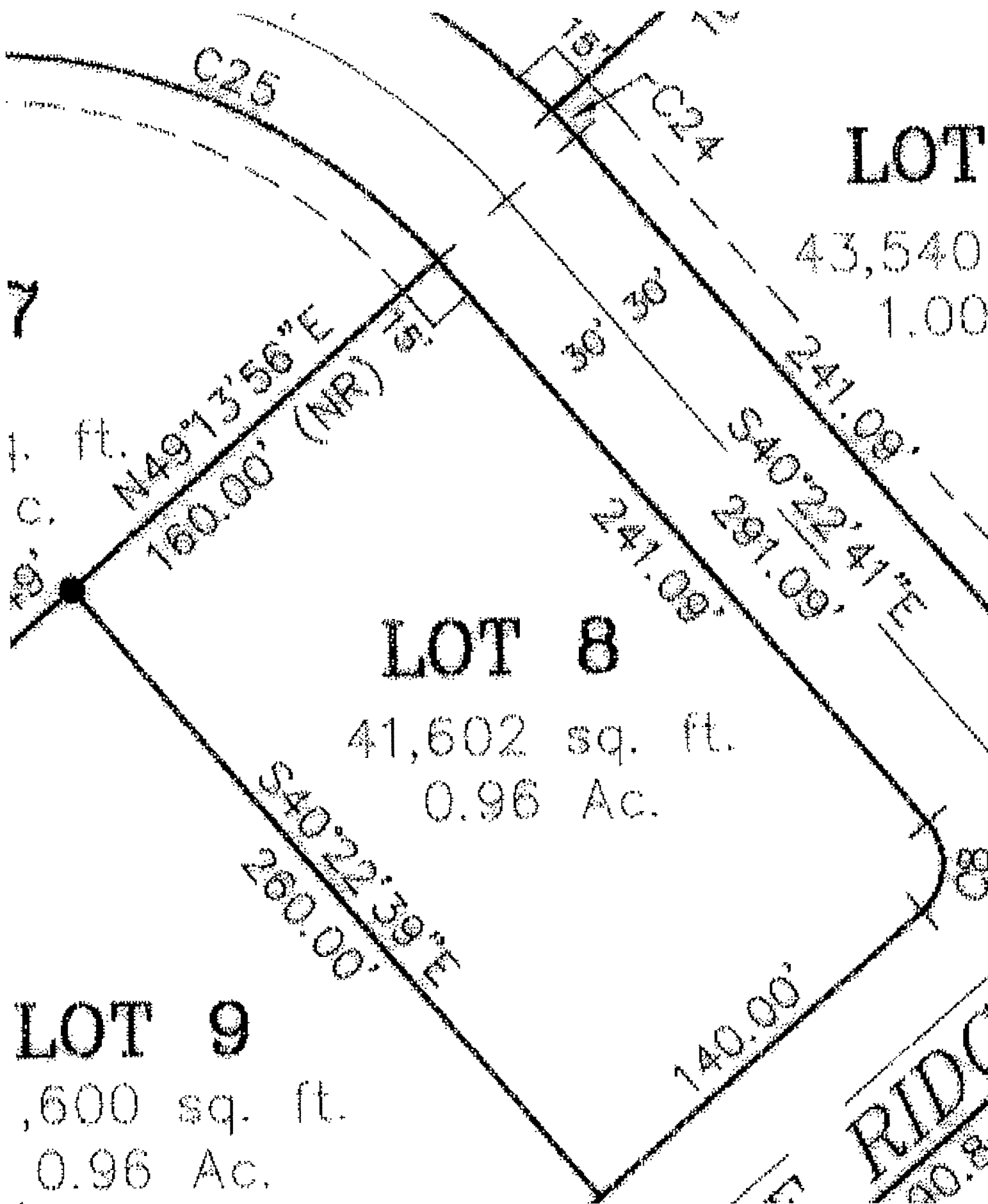


CURVE TABLE

CURVE LENGTH	RADIUS	BETA	CHORD	CHORD BEARING
1.00	1.00	90.00	1.41	S 45.00° E
2.00	2.00	36.87	2.83	S 18.43° E
3.00	3.00	22.38	4.24	S 11.25° E
4.00	4.00	16.27	5.64	S 8.18° E
5.00	5.00	12.29	7.04	S 6.34° E
6.00	6.00	9.54	8.44	S 5.31° E
7.00	7.00	7.50	9.84	S 4.80° E
8.00	8.00	6.00	11.24	S 4.41° E
9.00	9.00	5.14	12.64	S 4.12° E
10.00	10.00	4.50	14.04	S 3.93° E
11.00	11.00	4.00	15.44	S 3.81° E
12.00	12.00	3.60	16.84	S 3.75° E
13.00	13.00	3.30	18.24	S 3.73° E
14.00	14.00	3.10	19.64	S 3.74° E
15.00	15.00	2.95	21.04	S 3.77° E
16.00	16.00	2.83	22.44	S 3.81° E
17.00	17.00	2.73	23.84	S 3.85° E
18.00	18.00	2.65	25.24	S 3.90° E
19.00	19.00	2.58	26.64	S 3.95° E
20.00	20.00	2.53	28.04	S 4.00° E
21.00	21.00	2.49	29.44	S 4.05° E
22.00	22.00	2.46	30.84	S 4.10° E
23.00	23.00	2.43	32.24	S 4.15° E
24.00	24.00	2.41	33.64	S 4.20° E
25.00	25.00	2.39	35.04	S 4.25° E
26.00	26.00	2.38	36.44	S 4.30° E
27.00	27.00	2.37	37.84	S 4.35° E
28.00	28.00	2.36	39.24	S 4.40° E
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30.00	30.00	2.35	42.04	S 4.50° E

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LOT

43,540

1.00

LOT 8

41,602 sq. ft.

0.96 Ac.

LOT 9

,600 sq. ft.

0.96 Ac.

RIDC
00.8

NOTES

1. THERE MAY BE FEDERAL, STATE AND LOCAL REQUIREMENTS GOVERNING LAND USE. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL PARCEL OWNER TO OBTAIN A DETERMINATION WHETHER SUCH REQUIREMENTS APPLY TO THE DEVELOPMENT OF THE PARCELS SHOWN HEREON.
2. NO INDIVIDUAL WATER SUPPLY SYSTEM OR SEWAGE DISPOSAL SYSTEM SHALL BE PERMITTED ON ANY LOT UNLESS SUCH SYSTEM IS LOCATED, CONSTRUCTED AND EQUIPPED IN ACCORDANCE WITH THE REQUIREMENTS, STANDARDS AND RECOMMENDATIONS OF THE STATE OF ALASKA, DEPARTMENT OF ENVIRONMENTAL CONSERVATION, WHICH GOVERN THOSE SYSTEMS.
3. RECORD INFORMATION WAS TAKEN FROM SETTLERS BAY UNIT No 2, REVISED, PLAT No. 77-17.
4. NO DIRECT VEHICULAR ACCESS TO KNIK GOOSE BAY ROAD IS ALLOWED EXCEPT FOR DIRECT PUBLIC ACCESS DIRECTLY ACROSS FROM SETTLERS BAY DRIVE.