PARID: 00709445000 LUC: 101
MOA/TAX DEED 5960 KEYANN CIR TAX YEAR: 2024

#### **Property Information**

Property Location: 5960 KEYANN CIR Class: R - Residential

Use Code (LUC): 101 - Residential 1 Family

Condo/Unit #:

 Tax District:
 03

 Zoning:
 R2A

 Plat #:
 85-215

 HRA #:
 000000

 Grid #:
 SW1738

Deeded Acres:

Square Feet: 6,453 Legal Description: KEYANN LT 6C

Economic Link: No

#### **Show Parcel on Map**

#### Owner

Owner MOA/TAX DEED

Co-Owner

Care Of REAL ESTATE SERVICES
Address PO BOX 196650
City / State / Zip ANCHORAGE, AK 99519

Deed Book/Page

#### **Tax Information**

Parcel	Roll Type	Tax Cycle DID Year	Gross Tax Amount	Res Exemption	Sr/Vet Exemption	IPC Billed	Paid Amount	Net Due	Interest Due	Pena <b>l</b> ty Due	Costs Due	Total Due	Due Date
00709445000	RP	2024 1	3,117.60			.00	.00	3,117.60	.00	.00	.00	3,117.60	06/30/2024
00709445000	RP	2024 2	3,117.60			.00	.00	3,117.60	.00	.00	.00	3,117.60	08/31/2024
00709445000	RP	2023 1	2,990.46			.00	.00	2,990.46	301.53	299.05	.00	3,591.04	06/30/2023
00709445000	RP	2023 2	2,990.46			.00	.00	2,990.46	251.69	299.05	.00	3,541.20	08/31/2023
00709445000	RP	2022 1	2,963.84			.00	.00	2,963.84	470.49	296.38	140.00	3,870.71	07/31/2022
00709445000	RP	2022 2	2,963.84			.00	.00	2,963.84	443.32	296.38	.00	3,703.54	09/30/2022
00709445000	RP	2021 1	5,672.69			.00	.00	5,672.69	1,189.65	567.27	140.00	7,569.61	06/15/2021
00709445000	RP	2020 1	5,463.45			.00	.00	5,463.45	1,408.94	546.34	530.00	7,948.73	07/15/2020
00709445000	RP	2019 1	5,068.32			58.56	-58.56	5,068.32	1,685.92	493.28	.00	7,247.52	06/15/2019
00709445000	RP	2018 1	5,266.04			1,375.40	-6,641.44	.00	.00	.00	.00	.00	06/15/2018
00709445000	RP	2017 1	4,937.59			1,173.39	-6,110.98	.00	.00	.00	.00	.00	06/15/2017
00709445000	RP	2016 1	4,776.71			1,164.22	-5,940.93	.00	.00	.00	.00	.00	06/15/2016

## Make a Payment

#### **Assessed Value**

Tax Year	Roll Type	LUC	Class	Land	Building	Total Appraised
2024	RP	101	R	97,700	288,500	386,200

#### **Taxable Value**

Net Taxable Value 386,200

#### **Land Summary**

Land Line #	Zoning	Size (Square Feet)	NBHD
1	R2A	6,453	70C02

#### **Land Characteristics**

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

### **Residential Card Summary**

Card/Building:	1
Stories:	1.5 - 1/2 story or Attic above the one story
Condition:	7 - Average
Grade:	C+
Exterior Wall:	1 - WOOD
Style:	09 - PATIO HOME
Year Built:	1985
Effective Year:	1985
Square Feet of Living Area:	2216
Total Rooms:	7
Bedrooms:	3
Full Baths:	1
Half Baths:	2
Additional Fixtures:	0
Heating:	2 - CENTRAL

#### **Sections**

Fuel Type:

Card #	Addition #	Description	Area
1	0		1,082
1	1	HALF	504
1	2	FIN DAYLIGHT BSMT	756
1	3	UNFINISHED BASEMENT	240
1	4	DECK	60
1	5	DECK	32

2 - NATURAL GAS

#### **Entrances**

Visit Date:Measure Date:Entrance Source:30-JUN-20090-Land Characteristics Inspection07-NOV-20169-Quick Re-Inventory Inspection

#### **Permits**

Permit #:	Permit Date:	Purpose:	Amount:
RETROP192530	11-NOV-2019	-	\$0
RETROM192772	12-NOV-2019	-	\$0
RETROM211232	11-FEB-2021	-	\$0

### **Appraised Value History**

Tax Year	Roll Type	LUC	Class	Land	Building	Total Appraised
2024	RP	101	R	97,700	288,500	386,200
2023	RP	101	R	97,700	253,500	351,200
2022	RP	101	R	97,700	254,300	352,000
2021	RP	101	R	97,700	217,100	314,800
2020	RP	101	R	97,700	221,800	319,500
2019	RP	101	R	97,700	212,100	309,800
2018	RP	101	R	101,800	219,300	321,100
2017	RP	101	R	96,600	218,700	315,300



# **MOA PROPERTY REPORT**

PAGE 1

Data Updated as of: January 22, 2023 3:15 AM

Plat Number: 850215 Grid: Lot Size: 0.15 acres (6,453 ft²)

Property Tax Portal: https://property.muni.org/Datalets/Datalet.aspx?UseSearch=no&pin=00709445000

State of Alaska Plat Search: http://dnr.alaska.gov/ssd/recoff/search/platmenu



#### **TAX DISTRICT 3**

Service Area	Service Area Classification
Police	Anchorage Metropolitan Police SA
Fire	Anchorage Fire Service Area
Building Safety Service	Anchorage Building Safety Service Area (ABSSA)
Parks	Anchorage Parks & Recreation SA
Road	Anchorage Roads and Drainage SA
Streetlights	Anchorage Roads and Drainage SA

Tax District Map:

 $\frac{1}{\text{https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=8839ce87392a4980a9f892363089405a\&find=00709445000}}{\text{https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=8839ce87392a4980a9f892363089405a\&find=00709445000}}$ 



# **MOA PROPERTY REPORT**

PAGE 2

Data Updated as of: January 22, 2023 3:15 AM

PLANNING	
Zoning District: R-2A	2040 Land Use Designation: Single Family and Two Family
Zoning Improvement Area: Class A	Zoning District Type: Two Family Residential
Zoning Map:	



# **MOA PROPERTY REPORT**

PAGE 3

Data Updated as of: January 22, 2023 3:15 AM

#### **ADDITIONAL INFORMATION**

Nitrate Map: https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=6c3acc5dca8244a891f954f0e7f75496&find=00709445000

Soil Boring Map: https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=ff7c8f704663452096705a716c14b1f3&find=00709445000

MOA MapIt Link: https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=f0bef139a7584820ad9d60c9eeea8a5f&find=00709445000

#### **POLITICAL BOUNDARIES**

Assembly District: 5

Community Council: University Area

Representative Lookup Map: https://muniorg.maps.arcgis.com/apps/ZoneLookup/index.html?appid=868cbf13fd3144b3a431eed89b48f911&find=00709445000&findSource=2



# Limited Liability Report

# Limited Liability Report

ISSUED BY

**First American Title Insurance Company** 

REPORT NUMBER

File No.: 0209-4094618

Ref No.: Lot 6C Keyann

To: Municipality Of Anchorage

Attn: John Bruns

4700 Elmore Road, 2nd Floor

Anchorage, AK 99507

#### Limitation of Liability for Informational Report

IMPORTANT - READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

File No. 0209-4094618

Effective Date: August 10, 2023 at 8:00 am

Fee: \$255.00

#### Title is vested in:

Chris M. Smith

The land referred to in this Report is situated in the State of Alaska and is described as follows:

Lot 6C, KEYANN SUBDIVISION, according to the official plat thereof, filed under Plat Number <u>85-215</u>, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

The title to the herein described land is subject to the matters shown as exceptions herein, which exceptions are not necessarily shown in order of their priority.

### **EXCEPTIONS**

- 1. Reservations or exceptions in patents or in acts authorizing the issuance thereof.
- 2. Taxes levied by The Municipality of Anchorage for the year 2023. (Tax Information 907-343-6650; Assessment Information 907-786-5544):

 Tax Account No.:
 007-094-45-000

 Levied Amount:
 \$5,980.92

 Balance Due:
 \$6,329.81

Due Date(s): 1st half June 30th and 2nd half August 31st

Land Valuation: \$97,700.00 Improvements: \$253,500.00 Exemption(s): \$0.00 None

Code Area: 3 Mill Rate: 17.030

Assessment Information:

Sewer Trunk: Paid

Lateral: By Developer Agreement - No Assessment

Water: Paid

- 3. Delinquent taxes for the year 2022, in the amount of \$7,075.35, plus any additional penalties and interest. (Amount good through date of tax report).
- 4. Delinquent taxes for the year 2021, in the amount of \$7,092.81, plus any additional penalties and interest. (Amount good through date of tax report).
- 5. Delinquent taxes for the year 2020, in the amount of \$7,448.91, plus any additional penalties and interest. (Amount good through date of tax report).
- 6. Delinquent taxes for the year 2019, in the amount of \$6,820.95, plus any additional penalties and interest. (Amount good through date of tax report).

7. Right of Way Easement, including the terms and provisions thereof, granted to Chugach Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument

Recorded: May 15, 1970
Recording Information: Book 188 Page 309
Affects: The South 5 Feet

- 8. The effect of the notes which appear on the plat of said subdivision. (Copy Attached)
- 9. Slope easements as dedicated and reserved on the plat of said subdivision as follows;

"There shall be reserved adjacent to the dedicated streets shown hereon a slope reservation easement sufficient to contain cut and fill slopes of 1.5 feet horizontal for each 1 foot vertical (1.5 to 1) of cut or fill for the purpose of providing and maintaining the lateral support of the constructed streets. There is reserved to the grantors, their successors and assigns, the right to use such areas at any time upon providing and maintaining other adequate lateral support, as approved by the Municipality."

- 10. Easements as dedicated and shown on the plat of said subdivision. (Copy Attached)
- 11. Deed of Trust and the terms and conditions thereof.

Grantor/Trustor: Chris M. Smith, an unmarried man

Grantee/Beneficiary: Wells Fargo Bank, N.A.

Trustee: Wells Fargo Financial National Bank

Amount: \$240,000.00

Dated: October 05, 2007

Recorded: October 25, 2007

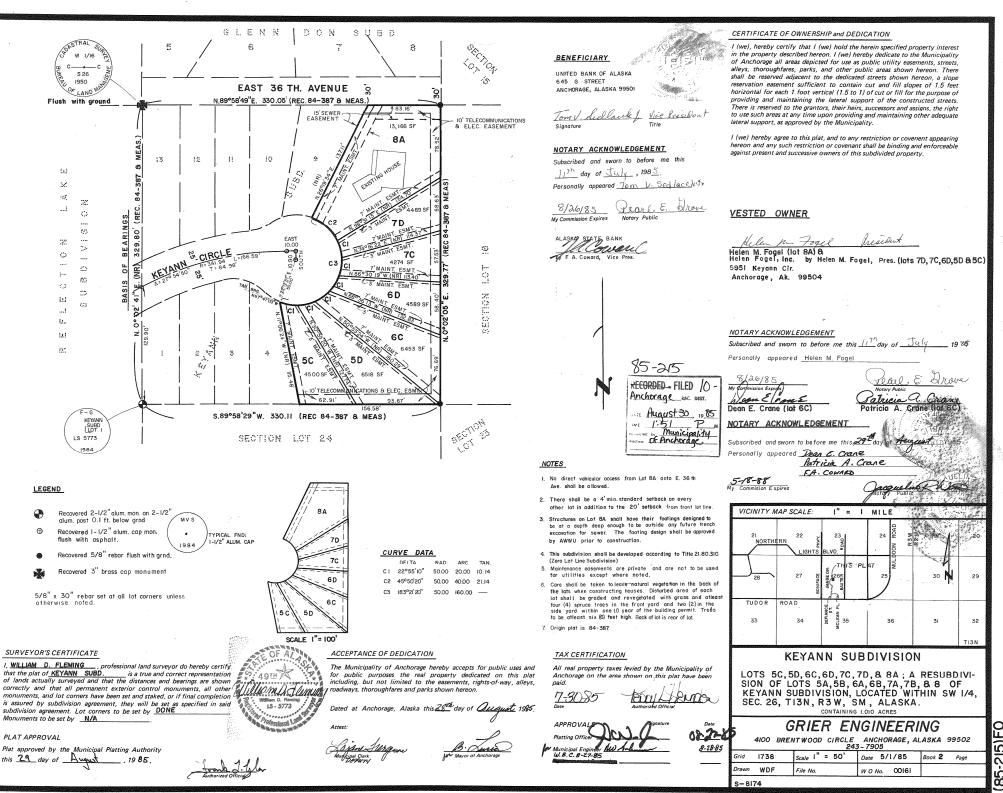
Recording Information: Serial Number 2007-067457-0

**Note:** This Deed of Trust contains Line of Credit privileges. If the current balance owing on said obligation is to be paid in full in the forthcoming transaction, confirmation should be made that the beneficiary will issue a proper request for full reconveyance.

#### First American Title Insurance Company

Choyu K. Brandon, Title Officer

NOTE: The attached plat, if any, is furnished solely for the purpose of assisting in locating the premises and does not purport to show all highways, roads or easements affecting the property. No reliance should be placed upon this plat for location or dimensions of the property and no liability is assumed for the correctness thereof.



1-3611

### UTILITY EASEMENT

HELEN M. FOGEL KNOW ALL MEN BY THESE PRESENTS, that , hereinafter called the GRANTOR for good and valuable consideration, receipt of which is hereby acknowledged, do hereby CONVEY to the CITY OF ANCHORAGE, a municipal corporation organized and existing under the laws of the State of Alaska and its Charter, and CHUGACH ELECTRIC ASSOCIATION, INC., an Alaska cooperative corporation, hereinafter called the GRANTEES, an easement and right of way in perpetuity, for the purposes, respectively, of erecting, constructing and maintaining a Telephone System, and erecting, constructing and maintaining an Electric Distribution System through, over, across and under the following described real property, to wit: The South 5 feet of BLM LOT 17, located in the SW 1/4 of Section 26, T13N, R3W, S.M., Alaska. RECORDED-FILED ANOROMAGE REC. DISTRICT MAY 15 12 06 PM '70 REQUESTED BY Of and.
ADDRESS \_\_\_\_\_ and that only such rights in the land above described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, maintenance, repair and removal of said utilities and appurtenances, reserving unto the property owners the right to use said property in any way and for any purpose not inconsistent with the rights hereby acquired; provided that the City or Chugach Electric Association, Inc. shall have the right without prior institution of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purposes herein described, without incurring any legal obligation or liability therefor; provided that such work shall be accomplished in such a manner that the private improvements existing in said easement area shall not be disturbed or destroyed, or in the quent that they are disturbed or destroyed, or in the event that they are disturbed or destroyed, they shall be replaced in a good condition as they were immediately before the property was entered upon by the City or Chugach Electric Association, Inc.; and provided that no building or buildings or other permanent structures shall be constructed or permitted to remain within the boundaries of said easement without written permission of the City, its successors or assigns. This agreement shall be a covenant running with the land and shall be binding on the GRANTOR , her heirs, executors, administrators and assigns forever. IN WITNESS WHEREOF, the GRANTOR has hereunto set her hand and seal this 13th day of May , 1970 . ) ss. Holan In Storget STATE OF ALASKA THIRD JUDICIAL DISTRICT) Before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned, qualified and sworn as such, this 13th day of May , 1970 , personally appeared HELEN M. FOGEL , to me known to be the person described in and who executed the above described instrument, and acknowledged to me that she executed said instrument freely and voluntarily for the uses purposes therein mentioned. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year hereinabove written.

Notary Public in and for Alaska

My commission expires: Note and the Angle of the Angle of

ALASKA

# 2007-067457-0

Recording Dist: 301 - Anchorage 10/25/2007 4:12 PM Pages: 1 of 13



After Recording Return To: Wells Fargo Bank, N.A. Attn: Document Mgt. P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900

[Space Above This Line For Recording Data]

Account number: 650-650-7312721-1XXX Reference number: 20072571137042.

#### LINE OF CREDIT DEED OF TRUST

#### **DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined elsewhere in this document. Certain rules regarding the usage of words used in this document are also provided in Section 14.

- (A) "Security Instrument" means this document, which is dated OCTOBER 05, 2007, together with all Riders to this document.
- (B) "Borrower" is CHRIS M. SMITH, AN UNMARRIED MAN. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is Wells Fargo Bank, N.A.. Lender is a National Bank organized and existing under the laws of the United States of America. Lender's address is 101 North Phillips Avenue, Sioux Falls, SD 57104. Lender is the beneficiary under this Security Instrument.
- (D) "Trustee" is Wells Fargo Financial National Bank.
- (E) "Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated OCTOBER 05, 2007. The Debt Instrument states that Borrower owes Lender, or may owe Lender, an amount that may vary from time to time up to a maximum principal sum outstanding at any one time of, TWO HUNDRED FORTY THOUSAND AND 00/100THS Dollars (U.S. \$ 240,000.00) plus interest. Borrower has promised to pay this debt in Periodic Payments and to pay the debt in full not later than November 05, 2047.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means all amounts owed now or hereafter under the Debt Instrument, including without limitation principal, interest, any prepayment charges, late charges and other fees and charges due under the Debt Instrument, and also all sums due under this Security Instrument, plus interest.
- **(H) "Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

	•	-	 •	
N/A	Leasehold Rider			

N/A	Third Party Rider	N/A Other(s) [specify]	N/A

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- (I) "Applicable Law" means all controlling applicable federal law and, to the extent not preempted by federal law, 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.
- (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that may be imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "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 4) 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.
- (M) "Periodic Payment" means the amounts as they become due for principal, interest and other charges as provided for in the Debt Instrument.
- (N) "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 Debt Instrument and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all future advances, renewals, extensions and modifications of the Debt Instrument, including any future advances made at a time when no indebtedness is currently secured by this Security Instrument; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Debt Instrument. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

Borough/Census Area	of	ANCHO	RAGE
[Type of Recording District]	[Name of Recording District]		
3RD	Judicial District:		
LOT 6C, KEYANN SUBDIVISION, ACCOPLAT NUMBER 85-215, RECORDS OF T JUDICIAL DISTRICT, STATE OF ALAS 007-094-45-000	HE ANCHORAGE F		
which currently has the address of	5960	5960 KEYANN CIRCLE	
		[Street]	
ANCHORAGE	, Alaska	99504	("Property Address"):
[City]		[Zip Code]	

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." The Property shall also include any additional property described in Section 20.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record as

AK Open-End Security Instrument, HCWF#98V9(5/4/06)

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of the execution date of this Security Instrument. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

1. Payment of Principal, Interest, Prepayment and Other Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Debt Instrument and any prepayment charges, late charges and other charges due under the Debt Instrument. Payments due under the Debt Instrument 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 Debt Instrument or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Debt Instrument 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 (or in accordance with) the Debt Instrument or at such other location as may be designated by Lender in accordance with the notice provisions in Section 13. Subject to Applicable Law, 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.

2. Application of Payments or Proceeds. Unless other procedures are set forth in the Debt Instrument or Applicable Law, Lender may apply payments in any order that Lender deems appropriate.

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

3. 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.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) has disclosed such lien to Lender at application for the Loan or 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 that can attain priority over this Security Instrument and which was not disclosed on the application for the Loan that Borrower provided to Lender, 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 satisfactory to Lender set forth above in this Section 3.

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.

4. 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.

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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 4 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the rate applicable to the Debt Instrument from time to time, 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 mortgage and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Debt Instrument up to the amount of the outstanding loan balance. Upon Lender's request, Borrower shall promptly give to Lender copies of all policies, renewal certificates, 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 and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Debt Instrument up to the amount of the outstanding loan balance.

In the event of loss and subject to the rights of any lienholder with rights to insurance proceeds that are superior to Lender's rights, the following provisions in this Section 4 shall apply. Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 21 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Debt Instrument 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 Debt Instrument or this Security Instrument, whether or not then due, subject to the rights of any lienholder with rights to insurance proceeds that are superior to Lender's rights.

5. 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 (a) Borrower has disclosed to Lender at application for the Loan that the Property shall not be Borrower's principal residence; (b) Lender otherwise agrees in writing, which consent shall not be unreasonably withheld; or (c) unless extenuating circumstances exist which are beyond Borrower's control.



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6. 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 4 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.

- 7. 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, (a) representations concerning Borrower's occupancy of the Property as Borrower's principal residence and (b) liens on the Property that have priority over this Security Instrument.
- 8. 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 or any obligation that is secured by a lien that is superior to 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 any 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 8, 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 8.

Any amounts disbursed by Lender under this Section 8 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the rate applicable to the Debt Instrument from time to time, from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

9. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender, subject to the rights of any lienholder with rights to Miscellaneous Proceeds that are superior to Lender's rights.

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

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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. Subject to the rights of any lienholder with rights to Miscellaneous Proceeds that are superior to Lender's rights, 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.

Subject to the rights of any lienholder with rights to Miscellaneous Proceeds that are superior to Lender's rights, in the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Subject to the rights of any lienholder with rights to Miscellaneous Proceeds that are superior to Lender's rights, 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, subject to the rights of any lienholder with rights to Miscellaneous Proceeds that are superior to Lender's rights.

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, subject to the rights of any lienholder with rights to Miscellaneous Proceeds that are superior to Lender's rights. "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 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, subject to the rights of any lienholder with rights to Miscellaneous Proceeds that are superior to Lender's rights.

10. 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. 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.

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11. Joint and Several Liability; Co-trustors; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who signs this Security Instrument but does not execute the Debt Instrument (a "co-trustor"): (a) is signing 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 Debt Instrument without the co-trustor's consent.

Subject to the provisions of Section 16, 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 17) and benefit the successors and assigns of Lender.

12. 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 Debt Instrument 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 Debt Instrument). 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.

- 13. Notices. Unless otherwise described in the Debt Instrument or in another agreement between Borrower and Lender, the following provisions regarding notices shall apply. 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 for Borrower under the Loan 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.
- 14. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and, to the extent not preempted by federal law, 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 Debt Instrument conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Debt Instrument which can be given effect without the conflicting provision.

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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; (c) the word "may" gives sole discretion without any obligation to take any action; and (d) headings that appear at the beginning of the sections of this Security Instrument are inserted for the convenience of the reader only, shall not be deemed to be a part of this Security Instrument, and shall not limit, extend, or delineate the scope or provisions of this Security Instrument.

- 15. Borrower's Copy. Borrower shall be given one copy of the Debt Instrument and of this Security Instrument.
- 16. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 16, "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 13 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.

17. Sale of Debt Instrument; Change of Loan Servicer; Notice of Grievance. The Debt Instrument or a partial interest in the Debt Instrument (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 Debt Instrument and this Security Instrument and performs other mortgage loan servicing obligations under the Debt Instrument, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Debt Instrument. If there is a change of the Loan Servicer, Borrower will be given written notice of the change as required by Applicable Law. If the Debt Instrument is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Debt Instrument, 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 purchaser of the Debt Instrument unless otherwise provided by the purchaser of the Debt Instrument.

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 13) 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 that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 16 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 17. If Borrower and Lender have entered into an agreement to arbitrate disputes, the provisions of any such arbitration agreement shall supersede any provision in this Section 17 that would conflict with the arbitration agreement.

18. Hazardous Substances. As used in this Section 18: (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, mold, 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.



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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.

19. Assignment of Leases and Rents. Borrower irrevocably grants, conveys, sells and assigns to Trustee, in trust for the benefit of Lender, as additional security: (a) all of Borrower's right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases"), and (b) all of the rents, security deposits, issues and profits arising out of or earned in connection with the Property (all referred to as "Rents").

Borrower will promptly provide Lender with true and correct copies of all existing and future Leases. Borrower may collect, receive, enjoy and use the Rents so long as Borrower is not in default under the terms of this Security Instrument. Borrower agrees that this assignment is immediately effective between the parties to this Security Instrument. Borrower agrees that this assignment is effective as to third parties when Lender or Trustee takes affirmative action prescribed by law, and that this assignment will remain in effect during any redemption period until the Loan is satisfied.

Borrower agrees that Lender or Trustee may take actual possession of the Property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Borrower of an event of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of an event of default, Borrower will endorse and deliver to Lender any payment of Rents in Borrower's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Unless Applicable Law provides otherwise, all Rents collected by Lender or Lender's agent shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by this Security Instrument in the order provided for in Section 2. If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any amounts disbursed by Lender for such purposes shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the rate applicable to the Debt Instrument from time to time, from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

Borrower warrants that no default exists under the Leases or any applicable landlord/tenant law. Borrower agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

**20. Condominiums; Planned Unit Developments.** If the Property is a unit in a condominium project ("Condominium Project") or is part of a planned unit development ("PUD"), Borrower agrees to the following:

A. Obligations. Borrower shall perform all of Borrower's obligations under the Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project or PUD and any condominium association, homeowners association or equivalent entity ("Community Association"); (ii) any by-laws or other rules or regulations of the Community Association; and (iii) other equivalent documents. Borrower shall promptly pay, when due, all Community Association Dues, Fees, and Assessments.



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- B. Property. For units in a Condominium Project, the Property includes the unit in, together with an undivided interest in the common elements of, the Condominium Project, and Borrower's interest in the Community Association and the uses, proceeds and benefits of Borrower's interest. For PUDs, the Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in the Constituent Documents, and Borrower's interest in the Community Association and the uses, benefits and proceeds of Borrower's interest.
- C. Property Insurance. So long as the Community Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and 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, then Borrower's obligation under Section 4 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Community Association policy. Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy. In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements of the Condominium Project or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower, subject to the rights of any lienholder with rights to insurance proceeds that are superior to Lender's rights.

D. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Community Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

- E. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements of the Condominium Project or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the rights of any lienholder with rights to such proceeds that are superior to Lender's rights. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 9.
- F. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project or PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Community Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Community Association unacceptable to Lender.
- G. Remedies. If Borrower does not pay Community Association Dues, Fees, and Assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph G shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest at the rate applicable to the Debt Instrument from time to time, from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

21. Acceleration; Remedies. Borrower will be in default if (1) any payment required by the Debt Instrument or this Security Instrument is not made when it is due; (2) Lender discovers that Borrower or any co-applicant has committed fraud or made a material misrepresentation in connection with the Loan; (3) Borrower takes any action or fails to take any action that adversely affects Lender's rights under this Security Instrument, any of Lender's other security for the Debt Instrument, or any right Lender has in the Property; or (4) Borrower is an executive officer of Lender and federal law permits or requires immediate payment of the Loan. If a default occurs (other than under Section 16 or under subsection (4) of this Section 21, unless Applicable Law provides otherwise), Lender will give Borrower notice specifying: (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

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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. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and those remedies permitted by Applicable Law may be invoked. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Lender may bring suit in any court of competent jurisdiction to foreclose the lien of this Security Instrument judicially and/or obtain judgment on the Debt Instrument which it secures. Any election by Lender to invoke the power of sale provisions of this Section 21 shall not be considered a final and binding election of remedies that would preclude such a judicial foreclosure, until conclusion of the sale of the

Property by the Trustee as described in this Section 21.

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

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

- 22. Reconveyance. Upon payment of all sums secured by this Security Instrument and termination of line of credit created by the Debt Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.
- 23. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.
- 24. Right to Demand Full Payoff. Notwithstanding 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 this Security Instrument or Applicable Law, Lender shall have the right to refuse to accept a subsequent cure of a subsequent default 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.



(page 11 of 13 pages)

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-Borrower		CHRIS M SMITH
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AK Open-End Security Instrument, HCWF#98V9(5/4/06)

(page 12 of 13 pages)



State of A11Zona Judicial District (or Borough/Census Area of

The foregoing instrument was acknowledged before me this 5th of Ottobly, Zoo7 (date) by

Ch(1) M. Smith an umanifol man

(name of person who

acknowledged).

Signature of Person Taking Acknowledgment

NOTARY Title or Rank

Serial Number, if any

Expiration date of Notary Public's Commission

(Notarial Seal)

Jackeline Ibarra

NOTARY PUBLIC - ARIZONA

PIMA COUNTY

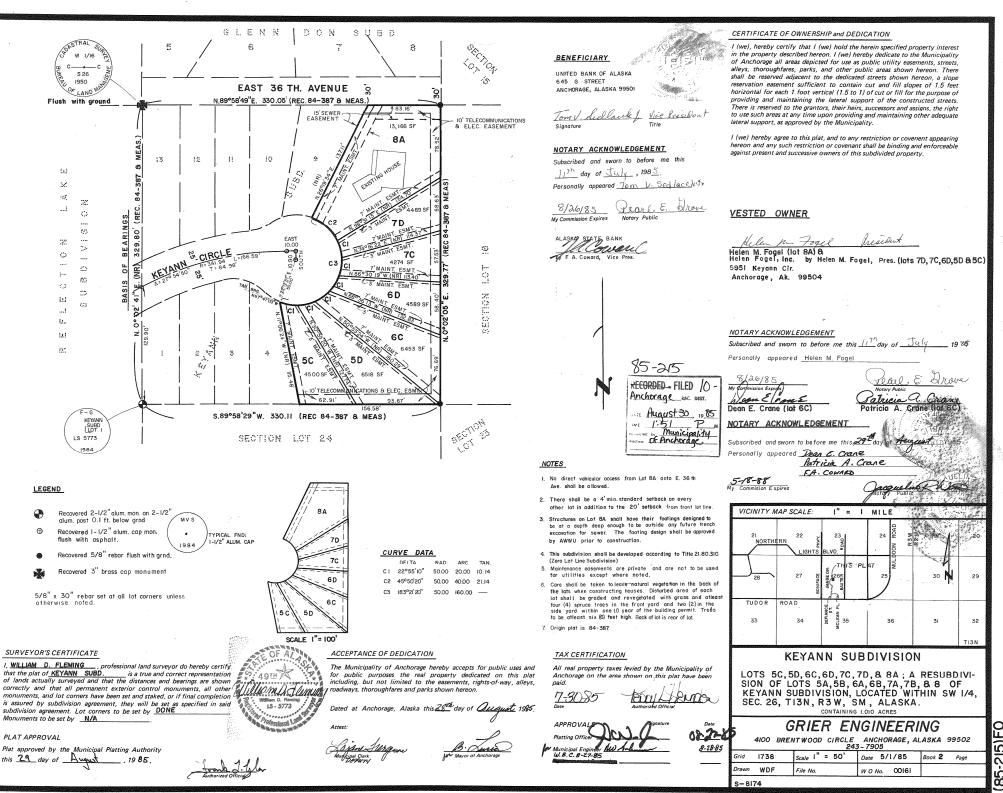
My Commission Expires
February 11, 2011

AK Open-End Security Instrument, HCWF#98V9(5/4/06)

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2007-027555-0

Recording Dist: 301 - Anchorage 5/3/2007 2:59 PM Pages: 1 of 1



# QUITCLAIM DEED

of the i	The Grantor:
eturn to	- Laura Smith
	5960 Keyann Cir. Anchorage Ak 99004
	whether one or more, in consideration of Zees dollars dollars
	(\$ 0.00 ), and other good and valuable consideration, in hand paid, conveys and
<u>د</u>	quitolaims to: Chr.is M. Smith
9964	5960 Keyann Cik.
aska 9	Anchorage AK 99504
ALF-09 2006© MPI Services providing ALASKA LEGAL FORMS 1150 South Colony Way, Suite 3 – Palmer, Alaska 99645 DISCLAIMER: This form replaces previous editions. Its use constitutes no liability towards MPI Services, its owners or suppliers.	Grantee, whether one or more, all interest which the Grantor has, if any, in the following real property:
3 — ] iers.	5960 Keyann Cie.
Suite suppli	Anchorage 4k 99504 Lot'c"(6c) Plat# 85-215 PIAT *85-215
ALF-09 2006© MPI Services providing ALASKA LEGAL FORMS 1150 South Colony Way, Suite 3 DISCLAIMER: This form replaces previous editions. Its use constitutes no liability towards MPI Services, its owners or suppliers	Reyann Subdivision
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South I Servi	Alaska.
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2006(	I CERTIFY that Laura Smith and (if Applicable)
F-09 ;	did appear before me and sign the above
ALI	Quitclaim Deed freely and voluntarily for the state purposes and reasons set for the present on this
	318 day of 17 lay , 2007



Notary Public in the State of My Commission Expires

# Northern Property Tax Service, LLC

Phone: (907) 562-9794 Email: taxes@nptsllc.com

# **Property Tax and Special Assessment Report**

## **First American Title Insurance Company**

File No.: **4094618** Report Date: **August 15, 2023** Remarks:

**Property Information** 

Legal: Lot 6C, Keyann Subdivision

Site: 5960 Keyann Cir

Lot Size: **6,453** Zone: **R2A** Year Built: **N/A** Plat No.: **85-215** 

Tax Information

Tax Authority: Municipality of Anchorage Tax Account: 007-094-45-000

Land 2023: **\$97.700** Building 2023: **\$253,500** Exemption 2023: **None** 

Code Area: 3 Mil Rate: 17.030 Due Date: 6/30 & 8/31/23

Year: 23 Levy: \$5,980.92 Balance: \$5,980.92 Del Balance: \$6,329.81

Del Bal 19: **\$6,820.95** Del Bal 22: **\$7,075.35** 

Del Bal 21: \$7,092.18

Del Bal 20: **\$7,448.91** 

**Assessment Information** 

Type Status Unbilled Prin # Pymts Due Annual \$ Current Due Del Balance

Sewer Trunk Paid

Sewer Lateral By Developer Agreement - No Assessment

Water Paid
Roads N/A
Parks N/A
Gas N/A
Other N/A

Owner Title: **N/A**Owner Muni: **Smith** 

In consideration of the fee paid for this report, the information is guaranteed as of the date of this report, subject to the accuracy of the information and balances provided by the applicable taxing authority.

By Robert H Vesquira

Northern Property Tax Service, LLC