

Kachemak Bay Title Agency, Inc.

3733 Ben Walters Lane, #1, Homer, Alaska 99603
Phone (907) 235-8196 • Fax (907) 235-2420
info@kbaytitle.com

LISTING PACKAGE

PREPARED FOR: Celisa Sedivy
DATE PREPARED: July 28, 2026

In response to your request for a listing package on the following parcel described:

Lot Eight (8), Block Two (2), HYLEN 1973 ADDITION, according to the official plat thereof, filed under Plat Number 73-607, Records of the Homer Recording District, Third Judicial District, State of Alaska.

We have included copies of the following documents:

- (X) Last Deed of Record
- (X) Last recorded Deed of Trust of Record
- () Covenants, Conditions and Restrictions
- (X) Parcel Map & Taxes

Vested Owner(s): ALLEN, CHRISTOPHER ALLEN

Parcel No.: **15718008**

This listing package is restricted to the use of the addressee without charge in conformance with the guidelines approved by the State of Alaska Insurance Commissioner. A transaction or financial decision should not be made based on these materials. A title examination has not been accomplished to provide these materials. Kachemak Bay Title Agency, Inc.. does not assume any liability as to the completeness or accuracy of the documents included.

When you need a complete report of the title, please contact our office to place an order for a Preliminary Commitment for Title Insurance and obtain a fee quote.

Sincerely,

Kachemak Bay Title Agency, Inc.
TITLE DEPARTMENT

**DOCUMENT
ELECTRONICALLY
RECORDED**

A
L
A
S
K
A

2025-004133-0

Recording Dist: 309 - Homer
9/10/2025 03:24 PM Pages: 1 of 2



PERSONAL REPRESENTATIVE'S QUITCLAIM DEED

This PERSONAL REPRESENTATIVE'S DEED is made on this 10th day of September 2025, by and between Christopher Allen as Personal Representative of the Estate of Birch Ann Allen Whose mailing address is 4012 Pocahontas Drive, Flower Mound, TX 75022-7030, Grantor

For and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, conveys and quit claims to Grantee(s),

The Grantee(s), Christopher Henry Allen, a married man *RETURN TO*
Whose mailing address is 4012 Pocahontas Drive, Flower Mound, TX 75022-7030, Grantee

All of Grantor(s) interest, if any in the following described real property:

Lot EIGHT (8), Block TWO (2) of HYLEN SUBDIVISION 1973 ADDITION, according to the official plat thereof, filed under Plat Number 73-607, filed in the Records of the Homer Recording District, Third Judicial District, State of Alaska.

Physical Address is 66160 Oil Well Road, Ninilchik, AK 99639

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

Date: 9/10/25

**THIS DOCUMENT WAS RECORDED AS A
COURTESY, NO TITLE INSURANCE
HAS BEEN USED**


Personal Representative
Christopher Allen

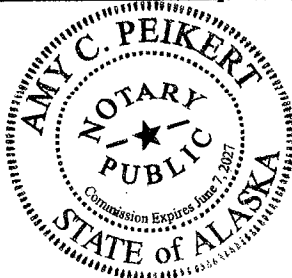
ALASKA NOTARY ACKNOWLEDGEMENT

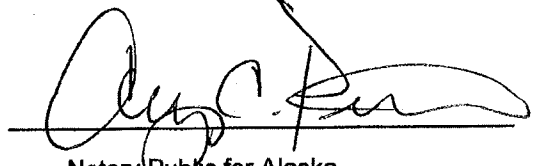
State of Alaska

City of Near

This foregoing instrument was acknowledged before me on September 10th, 2025

by Christopher Allen as Personal Representative of the Estate of Birch Ann Allen Name(s) of person(s)(SS)).




Notary Public for Alaska
My Commission Expires: June 7th 2027

STATE OF ALASKA

CERTIFICATION OF VITAL RECORD

STATE OF ALASKA

ALASKA DEPARTMENT OF HEALTH - BUREAU OF VITAL STATISTICS
P.O. BOX 110675 Juneau, Alaska 99811-0675

DATE FILED 05/23/2024

CERTIFICATE OF DEATH

STATE FILE NO. 2024001822

1. DECEDENT'S LEGAL NAME (Include AKA's if any) (First, Middle, Last) BIRCH ANN ALLEN				2. SEX FEMALE		3. SOCIAL SECURITY NUMBER [REDACTED]	
4a. AGE-Last Birthday (Years) 87		4b. UNDER 1 YEAR Months: _____ Days: _____		4c. UNDER 1 DAY Hours: _____ Minutes: _____		5. DATE OF BIRTH (MM/DD/YY) 01/03/1937	
6. BIRTHPLACE (City and State or Foreign Country) HOUSTON, TEXAS		7a. RESIDENCE-STATE ALASKA		7b. COUNTY KENAI PENINSULA		7c. CITY OR TOWN NINILCHIK	
7d. STREET AND NUMBER 68160 OILWELL ROAD		7e. APT. No. 99639		7f. ZIP CODE 99639		7g. INSIDE CITY LIMITS? ☐ Yes ☒ No	
8. EVER IN US ARMED FORCES? ☐ Yes ☒ No ☐ Unknown		9. MARITAL STATUS AT TIME OF DEATH WIDOWED		10. SURVIVING SPOUSE'S NAME (If wife, give name prior to first marriage)			
11. FATHER'S NAME (First, Middle, Last) HENRY HRIVNATZ		12. MOTHER'S NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last) MAMIE BIRCH CAMERON		13a. INFORMANT'S NAME CHRISTOPHER ALLEN			
13b. RELATIONSHIP TO DECEDENT SON		13c. MAILING ADDRESS (Street and Number, City, State, Zip Code) 4012 POCOCHONTAS FLOWER MOUND, TEXAS 75022					
14. DECEDENT'S EDUCATION: 3. HIGH SCHOOL GRADUATE OR GED		16. DECEDENT'S RACE: ☒ White ☐ Black or African American ☐ American Indian or Alaskan Native (Name of the enrolled or principal tribe): _____		17. DECEDENT'S USUAL OCCUPATION RECEPTIONIST		18. KIND OF BUSINESS OR INDUSTRY FAA GOVERNMENT OFFICE	
15. DECEDENT OF HISPANIC ORIGIN? ☒ No, not Spanish/Hispanic/Latino(a) ☐ Yes, Mexican, Mexican American, Chicano(a) ☐ Yes, Puerto Rican ☐ Yes, Cuban ☐ Yes, other Spanish/Hispanic/Latino(a)		16. DECEDENT'S RACE: (Continued) ☐ Asian Indian ☐ Chinese ☐ Filipino ☐ Japanese ☐ Korean ☐ Vietnamese ☐ Other Asian (Specify) _____		17. DECEDENT'S USUAL OCCUPATION (Continued) ☐ Native Hawaiian ☐ Guamanian or Chamorro(a) ☐ Samoan ☐ Other Pacific Islander (Specify) _____ ☐ Other (Specify) _____		18. KIND OF BUSINESS OR INDUSTRY (Continued)	
19. PLACE OF DEATH: INPATIENT		20. FACILITY NAME (If not institution, give street & number) CENTRAL PENINSULA HOSPITAL		21. CITY OR TOWN, STATE AND ZIP CODE SOLDOTNA, ALASKA 99669		22. COUNTY OF DEATH KENAI PENINSULA	
23. METHOD OF DISPOSITION: ☐ Burial ☒ Cremation ☐ Donation ☐ Entombment ☐ Removal from State ☐ Other (Specify) _____		24. PLACE OF DISPOSITION: PENINSULA CREMATORY					
25. LOCATION - CITY, TOWN AND STATE KENAI, AK		26. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY PENINSULA MEMORIAL CHAPEL 5839 KENAI SPUR HIGHWAY KENAI, ALASKA 99611					
27. NAME OF FUNERAL SERVICE LICENSEE OR OTHER AGENT (ELECTRONICALLY SIGNED) GRETCHEN PRIBBENOW		28. LICENSE NUMBER (Of Licensee) 201163		29. DATE PRONOUNCED DEAD (MM/DD/YY) 05/15/2024		30. TIME PRONOUNCED DEAD 06:13	
31. SIGNATURE OF PERSON PRONOUNCING DEATH (Only when applicable)		32. LICENSE NUMBER		33. DATE SIGNED (MM/DD/YY)			
34. ACTUAL OR PRESUMED DATE OF DEATH (MM/DD/YY) 05/15/2024		35. ACTUAL OR PRESUMED TIME OF DEATH 06:13		36. WAS MEDICAL EXAMINER OR CORONER CONTACTED? ☒ Yes ☐ No Approximate Interval: Onset to death UNKNOWN			
37. PART I. CAUSE OF DEATH a. BLUNT FORCE HEAD INJURY Due to (or as a consequence of): _____ b. _____ Due to (or as a consequence of): _____ c. _____ Due to (or as a consequence of): _____ d. _____		38. WAS AN AUTOPSY PERFORMED? ☐ Yes ☒ No		39. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? ☐ Yes ☐ No			
40. DID TOBACCO USE CONTRIBUTE TO DEATH? N		41. IF FEMALE (PREGNANCY STATUS) 8. NOT APPLICABLE		42. MANNER OF DEATH ACCIDENT			
43. DATE OF INJURY (MM/DD/YY) 05/14/2024		44. TIME OF INJURY 18:00		45. PLACE OF INJURY (e.g.: Decedent's home construction site restaurant/wooded area) Street/Highway			
46. LOCATION OF INJURY: (Street & Number, Apt. No., City or Town, State, Zipcode) INTERSECTION OF OIL WELL ROAD AND MILE 135.9 ON STERLING HIGHWAY NINILCHIK, ALASKA 99639		47. INJURY AT WORK? ☐ Yes ☒ No		48. DESCRIBE HOW INJURY OCCURRED: TWO VEHICLE COLLISION			
49. IF TRANSPORTATION INJURY, SPECIFY: ☒ Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (Specify) _____		50a. CERTIFIER: MEDICAL EXAMINER/CORONER 50b. NAME OF CERTIFIER (ELECTRONICALLY SIGNED) GARY M. ZIENTEK					
51. ADDRESS AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH 5455 DR. MARTIN LUTHER KING JR. AVENUE ANCHORAGE AK 99507		52. LICENSE NUMBER 6754		53. DATE CERTIFIED (MM/DD/YY) 05/21/2024			

I CERTIFY THAT THIS IS A TRUE, FULL AND CORRECT COPY OF THE ORIGINAL CERTIFICATE ON FILE IN THE BUREAU OF VITAL STATISTICS, DEPARTMENT OF HEALTH, JUNEAU, ALASKA.

DATE ISSUED **May 24, 2024**

Aligil Newby-Kew
State Registrar

This copy not valid unless prepared on engraved border displaying the date, seal and signature of the Alaska State Registrar.

eRecorded Document

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



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309-2025-004133-0

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2018-002781-0

Recording Dist: 309 - Homer
9/18/2018 09:49 AM Pages: 1 of 13



Return To:
Alaska USA Federal Credit Union
P.O. Box 196613
Anchorage, AK 99519-6613

ATTN: Mortgage Operations

17432/34117

[Space Above This Line For Recording Data]

DEED OF TRUST

Allen
Loan #: 157609
Serv. #: 7564100124
MIN: 1002010-0000157609-4
MERS Phone: 1-888-679-6377
PIN: 157-180-08
Case #: 111-1696011-703

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated **September 17, 2018**, together with all Riders to this document.

(B) "Borrower" is **Birch Ann Allen, an unmarried person**. Borrower is the trustor under this Security Instrument.

(C) "Lender" is **Alaska USA Mortgage Company, LLC**. Lender is a **Limited Liability Company** organized and existing under the laws of **Alaska**. Lender's address is **230 Bidarka St, Kenai, AK 99611**.

(D) "Trustee" is **Stewart Title of the Kenai Peninsula, Inc.**.

(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 **September 17, 2018**. The Note states that Borrower owes Lender **One Hundred Seventy-One Thousand Eight Hundred Thirty And 00/100 Dollars (U.S. \$171,830.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **October 1, 2048**.

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

FHA Alaska Deed of Trust - 09/15

19359.9

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Property."

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

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

- ☐ Adjustable Rate Rider ☐ Condominium Rider ☐ Planned Unit Development 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) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.

(S) "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



Third Judicial District [Type of Recording District] of Homer Recording District, Third Judicial District:

Lot Eight (8), Block Two (2), HYLEN 1973 ADDITION, according to Plat No. 73 -607, in the Homer Recording District, Third Judicial District, State of Alaska.

which currently has the address of 66160 OIL WELL RD, NINILCHIK, Alaska 99639 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note



immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority:

First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and,

Fifth, to late charges due under the Note.

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 to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the



Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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 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 determines that this requirement shall cause undue hardship for the Borrower 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. 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 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.

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



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

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

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

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

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

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

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

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



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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations



and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument, or by Applicable Law.

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 with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

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

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "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 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. 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. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceedings; (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

20. Borrower Not Third-Party Beneficiary to Contract of Insurance. Mortgage Insurance



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

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

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 18 or any other provision of this Security Instrument, if a notice of default under this Security Instrument shall have been recorded two or more times previously and the default shall have been cured pursuant to Section 18 and Applicable Law, Lender shall have the right to refuse to accept a subsequent cure of a subsequent default under Section 18 and shall be entitled to proceed with foreclosure of this Security Instrument unless Borrower pays all sums secured by this Security Instrument. Acceptance by Lender of a cure of the subsequent default giving rise to the foreclosure shall not constitute a waiver of the right to reject a cure and proceed with foreclosure in the event of any future default.

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.

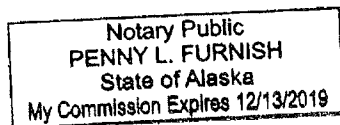
Birch Ann Allen 09-17-18
- BORROWER - Birch Ann Allen - DATE -



[Space Below This Line For Acknowledgment]

STATE OF Alaska
COUNTY OF Third Judicial District

The foregoing instrument was acknowledged before me this 17 day of September 2018, by Birch Ann Allen, an unmarried person.



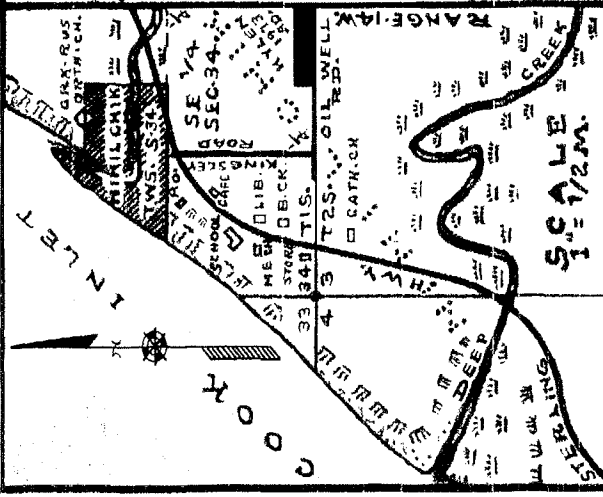
Penny L. Furnish
Notary Public for Alaska

My Commission Expires: 12-13-19

Individual Loan Originator: Kenneth 'Ken' Scott, NMLSR ID: 203469

Loan Originator Organization: Alaska USA Mortgage Company, LLC, NMLSR ID: 157293

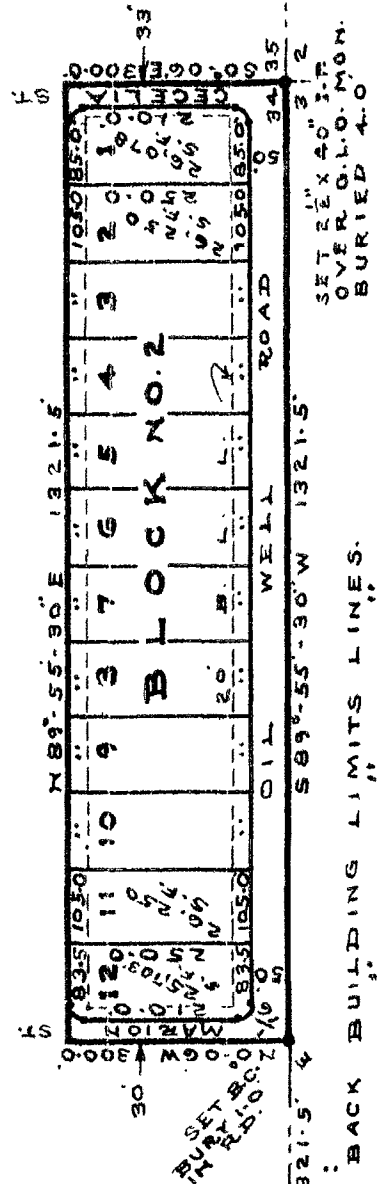




HYLEN 1973 ADDITION

LOCATED IN SE 1/4 SEC 34, T1S, R14 W. S.M.;
NINILCHIK, ALASKA.

SCALE: 1" = 200' CONTAINING 9/101 AC. FEB. 21, 1973



NOTE:
20' FRONT AND BACK BUILDING LIMITS LINES.
10' SIDE
ALL CURVED RETURNS RADIUS = 20'.
ALL CORN. 5/8" X 30 REBARS EXCEPT AS SHOWN.

KENAI PENINSULA BOROUGH

APPROVED

BY:

MARCH 12, 1973

Stanley E. Thompson
MAYOR

CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON. SHOW THAT WE ADHERE TO HIS PLAN. OF SUBDIVISION AND DEDICATE TO THE USE OF PUBLIC UTILITIES.

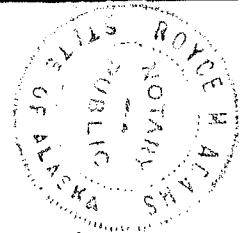
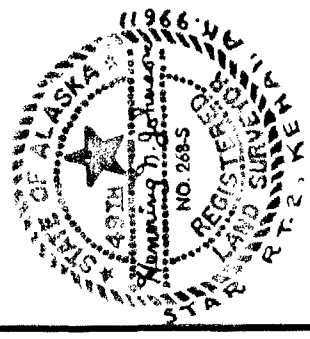
OWNER

OWNER

John M. Hylen
Marion A. Hylen

HOMER
Serial No. 73-607

RECORDED - FILED 27.
Homer REC. DIST.
DATE 5-18-1973
TIME 2:15 PM
Recorder *Kenneth Ford*
Address *Soldotna*



STATE OF ALASKA
THIRD JUDICIAL DISTRICT
SUBSCRIBED AND SWORN BEFORE
ME THIS 17 DAY OF May 1973
WITNESS MY HAND AND OFFICIAL
SEAL, THE DAY, MONTH AND YEAR.
NOTARY PUBLIC FOR ALASKA.

Roger M. Holman
11/23/73

MY COMMISSION EXPIRES

HOMER

Serial No. 73-607

Subdivision Hulen 1973 Addition

Kenai Peninsula Borough

Box 850

Soldotna, Alaska 99669

CERTIFICATE OF TAX PAYMENT

I, Dona D. Palmer, do hereby certify as follows:

That I am the Tax Collector for the Kenai Peninsula Borough.

That, as of the date of this certificate, all real property taxes levied by the Kenai Peninsula Borough on the areas described as:

Assessor's Parcel # 157-060-5700

have been paid, except for the 1973 taxes which are a lien on the property.

That the following assessments (except assessments for the cities of Homer, Kenai, Seldovia and Seward) levied against this property are outstanding:

WITNESS my hand and seal this 14th day of May, 19 73.



Dona D. Palmer, Tax Collector

☒ Update Mailing Address

Account Information

Owner of Record: ALLEN CHRISTOPHER HENRY	PIN: 15718008	Tax Roll: Real Property
Mailing Address: 4012 POCAHONTAS FLOWER MOUND TX 75022-7030	Property Address: 66160 OIL WELL RD	TAG: 68 - WESTERN EMERGENCY SVS
Last updated: 7/28/2026 03:50:08 PM		

Owners

ALLEN CHRISTOPHER HENRY.
ALLEN CHRISTOPHER HENRY.

Legal Description

T 1S R 14W SEC 34 Seward Meridian HM 0730607 HYLEN SUB 1973 ADDN LOT 8 BLK 2

Tax Bills Due

Total Payable: **\$2,864.20**

ADD ALL TO CART

 Min. Due: **\$1,432.10**

ADD TO CART

Pay Partial:

ADD TO CART

-

 Bills Due

i

 Payments will be applied to the oldest balance first.

2026 | BILL: 2026040828 | REAL PROPERTY

DUE \$2,864.20

ADD TO CART

+

 All past due items must be paid together.

+

 Funds Breakdown

Status	Installment	Due Date	Taxes And Charges	Paid	Owed
Due	1	9/15/26	+ \$1,432.10	\$0.00	\$1,432.10
Due	2	11/16/26	+ \$1,432.10	\$0.00	\$1,432.10

+

 Settled Charges

Payment History

i

 Select the "Tax Year" link to view the **Funds Breakdown** for the entire tax year.

Tax Year	Bill Number	Date Paid	Receipt Number	Amount Paid
2025	2025041460	11/17/25	B26.38478	\$1,368.36
2025	2025041460	9/15/25	B26.22246	\$1,368.36
2018	2018042515	7/20/18	B19.6245	\$1,628.76
2017	2017037942	7/18/17	B18.4104	\$96.76
2016	2016037778	7/14/16	B17.4249	\$111.52
2015	2015042889	7/30/15	B16.7734	\$1,330.86

Tax Year	Bill Number	Date Paid	Receipt Number	Amount Paid
2014	2014049257	7/2/14	B14.41847	\$1,394.82

Tax Roll:
Real Property
TAG:
68 - WESTERN EMERGENCY SVS

Bill Number:
2026040828

▲ Authority : WESTERN EMERGENCY SVS

2,864.20	0.00	2,864.20	0.00
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☒ Update Mailing Address

General Information

Property Owner:	Property ID:	Acreage:
ALLEN CHRISTOPHER HENRY	15718008	0.6000
Mailing Address:	Property Address:	Tax Authority Group:
4012 POCAHONTAS FLOWER MOUND TX 75022-7030	66160 OIL WELL RD	68 - Western Emergency Svs

Legal Description

T 1S R 14W SEC 34 Seward Meridian HM 0730607 HYLEN SUB 1973 ADDN LOT 8 BLK 2

Ownership History

Document No.	Date	Grantor	Grantee	Type
20250041330	9/10/25	Allen Birch Ann	Allen Christopher Henry	Single
20190005320	2/28/19	Allen Birch Ann	Allen Birch Ann	Single
20180027800	9/18/18	Multiple Owners	Allen Birch Ann	Single
20180027790	9/18/18	Multiple Owners	Multiple Owners	Single
20120035640	11/1/12	Gadotti Louis A & Beverly J	Multiple Owners	Single

◀ ◁ 1 2 3 ▶ ▷ 5 ▼ items per page

Value History

Year	Reason	Land Assessment	Impr. Assessment	Total Assessment
2026	Main Roll Certification	14,600	281,900	296,500
2025	Main Roll Certification	14,300	266,100	280,400
2024	Main Roll Certification	13,400	238,300	251,700
2023	Main Roll Certification	11,200	224,300	235,500
2022	Main Roll Certification	11,200	196,800	208,000

◀ ◁ 1 2 3 4 5 6 ▶ ▷ 5 ▼ items per page

Improvements

Building	Code	Description	Grade	Year	Length	Width	Units	Type	Value
R01	DWELL	Dwelling	A	1995	0	0	1152	Fin. sq.ft.	163,000
R01	SWL	Residential Sewer Water Landscaping	A	n/a	0	0	1	Item	10,500
R01	MACHINE	General Purpose Bldg x Other	L	1995	40	27	1080	Sq.ft.	9,100
R01	FLATCP	Carport	L	2011	40	12	480	Sq.ft.	2,200
R01	DRIVE	Gravel Driveway	A	n/a	0	0	1	Item	2,000

Building	Code	Description	Grade	Year	Length	Width	Units	Type	Value
R01	ICP	Integral Carport	A	0	20	20	400	Sq.ft.	0
R02	DWELL	Dwelling	A-	1990	0	0	768	Fin. sq.ft.	95,100