



First American

First American Title Insurance Company
8251 Glacier Hwy
Juneau, AK 99801
Phn - (907)789-5252
Fax - (907)789-7395

**COMMITMENT
FOR
TITLE INSURANCE**

To:

City & Borough of Juneau - Land
155 S Seward ST
Juneau, AK 99801

Attn: Dan Bleidorn
Re: 16490 Ocean View Dr.

FOR QUESTIONS REGARDING THIS COMMITMENT, PLEASE CONTACT:

First American Title Insurance Company
8251 Glacier Hwy
Juneau, AK 99801

Title Officer: Colleen Sullivan
File No: 0239-2207318
Phone No: (907)789-5252
Fax No: (907)789-7395
Email: csullivan@firstam.com



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Juneau OFFICE
FAX **(907)789-7395**

Title Officer: **Colleen Sullivan**
Phone **(907)789-5252** - Email **csullivan@firstam.com**

Re: Property Address: **16490 Ocean View Drive, Juneau, AK 99801**

COMMITMENT FOR TITLE INSURANCE

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The General Exceptions and Exceptions in Schedule B-II.
- The Conditions.

This Commitment is not valid without Schedule A and Section I and II of Schedule B.

First American Title Insurance Company

Colleen Sullivan, Title Officer/Branch Manager

SCHEDULE A

1. Commitment Date: January 27, 2014 at 8:00 A.M.

2. Policy or Policies to be issued:

	AMOUNT	PREMIUM
ALTA Std Owner Policy 1402.06 (2006)	\$ To Be Determined	\$ 250.00 minimum
Proposed Insured: To Be Determined		

3. (A) The estate or interest in the land described in this Commitment is:

A fee simple.

(B) Title to said estate or interest at the date hereof is vested in:

City and Borough of Juneau

4. The land referred to in this Commitment is described as follows:

Lot 8, Block C, SOUTH LENA SUBDIVISION, according to Plat 2006-49, as amended by Plat 2006-57, Records of the Juneau Recording District, First Judicial District, State of Alaska.

SCHEDULE B
SECTION I
REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s):
- (F)
 - 1. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the contemplated Power of Attorney form should be submitted for review prior to closing.
 - 2. The State of Alaska, Division of Insurance has issued its Order R92-1. The order in part, requires the immediate billing and collection of the minimum charge for this commitment within 30 days of the first billing. In the event this transaction fails to close, the minimum billing will be the cancellation fee in accordance with our filed rate schedule.

NOTICE

In 1999, the Alaska Department of Natural Resources began recording maps of claimed rights of way which may have been created under a federal law known as "RS 2477", pursuant to Alaska Statute 19.30.400. Because the maps are imprecise, the exception from coverage shown on Section 2, Part 1, Paragraph 4 has been taken. Questions regarding the State's RS 2477 claims should be directed to the Department of Natural Resources. Public Information Center 550 W. 7th Avenue, Suite 1260, Anchorage, Alaska 99501 (907) 269-8400.

NOTICE

The attached plat, if any, is furnished as a courtesy only by First American Title Insurance Company, and is not part of any title commitment or policy of title insurance.

The plat 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.

**SCHEDULE B
SECTION II**

GENERAL EXCEPTIONS

PART ONE:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Rights of the state or federal government and/or the public in and to any portion of the land for right of way as established by Federal Statute RS2477 (whether or not such rights are shown by recordings of maps in the public records by the State of Alaska showing the general location of these rights of way.)
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
7. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the public records.

**SCHEDULE B
SECTION II**

EXCEPTIONS

PART TWO:

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Reservations or exceptions in patents or in acts authorizing the issuance thereof.
2. Reservations and exceptions as contained in the State of Alaska Patent.
3. Taxes and/or assessments due the City and Borough of Juneau, if any.
4. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
5. The effect of the notes which appear on the plat of said subdivision. (Copy attached)
6. Easements as dedicated and shown on the plat of said subdivision. (Copy attached)
7. Deed of Trust and the terms and conditions thereof.
Grantor/Trustor: Rex W. Thompson and Tobe A. Thompson
Grantee/Beneficiary: City & Borough of Juneau
Trustee: Alaska Escrow and Title Company
Amount: \$78,844.50
Recorded: September 19, 2007
Recording Information: 2007-006398-0

Necessity to recorded a Deed of Reconveyance in order to release said Deed of Trust.

The names of the proposed insured were not furnished in the application for title insurance, and when disclosed will be subject to such matters as may be found by a search of the records against said names.

END OF SCHEDULE B

CONDITIONS

1. DEFINITIONS

(a)"Mortgage" means mortgage, deed of trust or other security instrument.

(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section I
or

eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



First American

First American Title Insurance Company
8251 Glacier Hwy
Juneau, AK 99801
Phn - (907)789-5252
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First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

NOTICE!

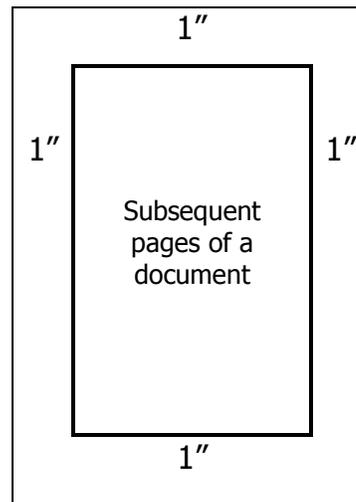
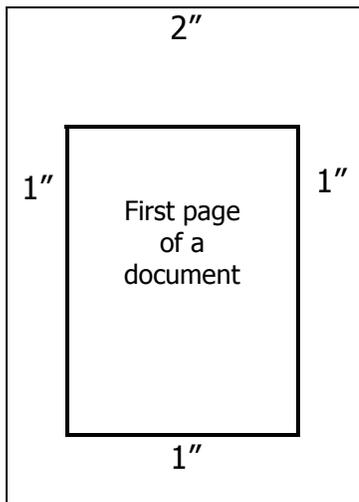
Recording offices in Alaska ARE enforcing margin and font requirements. Failure to comply with the terms of this Notice may result in your transaction being delayed or failing. It is essential that you comply with this notice. First American will not be responsible in any way for the consequences of any delay caused by the failure to comply with these recording requirements.

Margin Requirements:

- First page of a document: Must contain two inches (2") of blank space across the top and one (1") margins on the remainder of first page.
- Additional pages of a document: Must contain one inch (1") margin on top, bottom and sides.

Font Requirements:

- Type size may be no smaller than 10 point font.
- Example: This is 10 point type



There can be no marks or holes of any kind within the margins. This is to include any signature, corporate seals, and/or notary seals. Embosser notary seals will require folding the edge of the document to comply with margin guidelines.

For information on recording requirements, fees or office locations, visit the State Recorder's website at www.recorder.alaska.gov



First American Title Insurance Company

8251 Glacier Hwy
Juneau, AK 99801
Phone: (907)789-5252 / Fax: (907)789-7395

PR: 0239

Ofc: 0239

Invoice

To: City & Borough of Juneau - Land
155 S Seward ST
Juneau, AK 99801

Invoice No.:
Date: February 05, 2014
Our File No.: 0239-2207318
Title Officer: Colleen Sullivan
Escrow Officer:

Attention: Dan Bleidorn

Your Reference No.: 16490 Ocean View Dr.

RE: Property:
16490 Ocean View Drive, Juneau, AK 99801

Liability
Owners: \$ 1,000.00
Lenders: \$ 0.00

Buyers: To Be Determined
Sellers: City and Borough of Juneau

Description of Charge	Invoice Amount
Service: Minimum Cancellation Fee	\$ 250.00
Invoice Total	\$ 250.00

The charges on this invoice are reflective of the minimum cost of production of the products or services provided and are due and payable within 30 days of the above date. Charges on this invoice may be fully credited towards the final policy premiums upon closing.

Credit may be given if a future Policy is issued on the subject property within 2 years from the date of this invoice.

Comments:

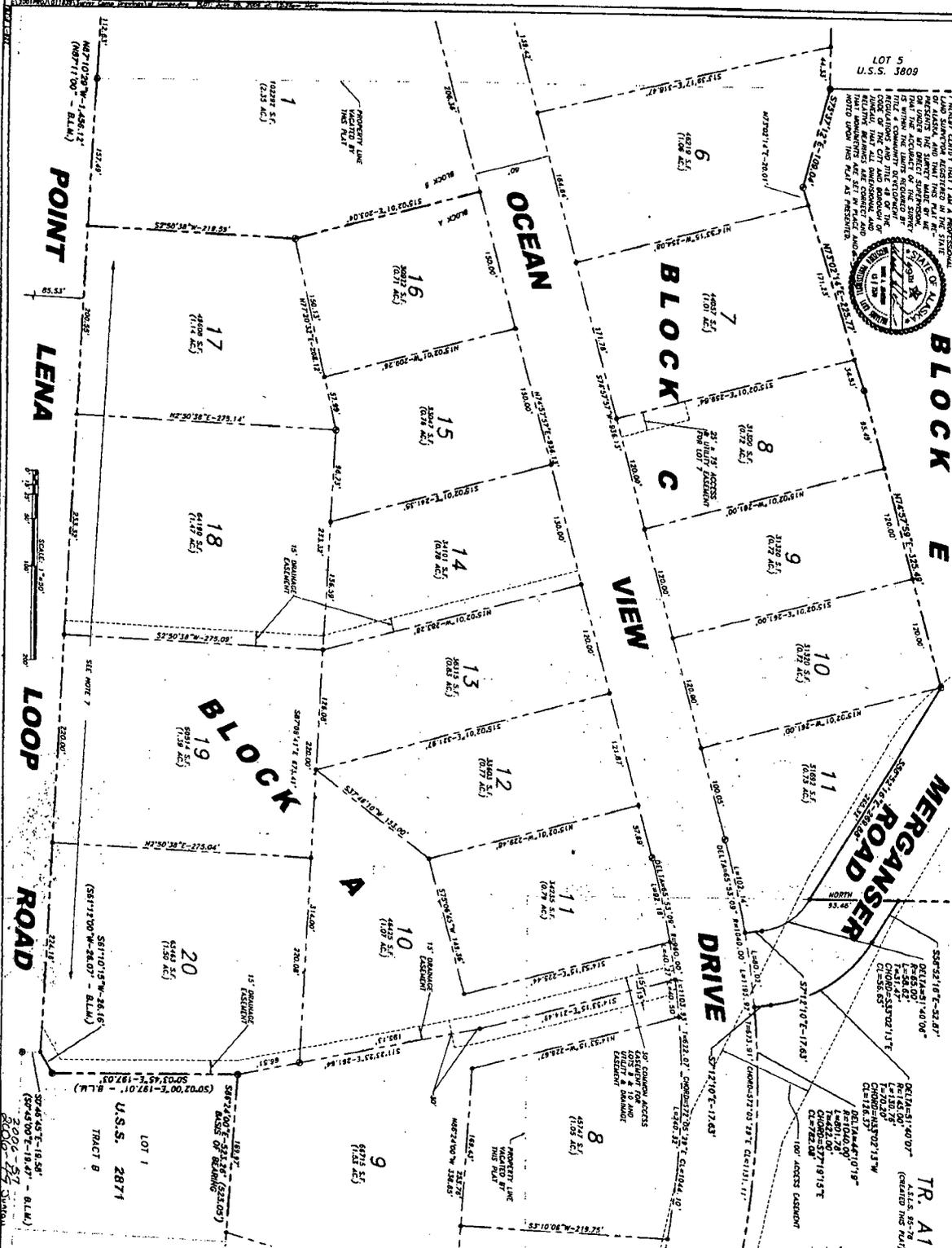
Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to
First American Title Insurance Company
Attn: Accounts Receivable Department

SURVEYORS CERTIFICATE



LOT 5
U.S.S. 3809



1. HENCE CERTIFY THAT I AM A LICENSED SURVEYOR AND THAT I HAVE PERSONALLY AND INDEPENDENTLY CONDUCTED THE SURVEY AND THAT THE LINES SHOWN ON THIS PLAN ARE THE RESULT OF MY OWN FIELD MEASUREMENTS AND CALCULATIONS AND THAT I AM NOT AWARE OF ANY OTHER SURVEYS OF THE SAME OR ADJACENT AREAS THAT WOULD AFFECT THE ACCURACY OF THIS SURVEY.

2. THE LINES SHOWN ON THIS PLAN ARE THE RESULT OF MY OWN FIELD MEASUREMENTS AND CALCULATIONS AND THAT I AM NOT AWARE OF ANY OTHER SURVEYS OF THE SAME OR ADJACENT AREAS THAT WOULD AFFECT THE ACCURACY OF THIS SURVEY.

3. THE LINES SHOWN ON THIS PLAN ARE THE RESULT OF MY OWN FIELD MEASUREMENTS AND CALCULATIONS AND THAT I AM NOT AWARE OF ANY OTHER SURVEYS OF THE SAME OR ADJACENT AREAS THAT WOULD AFFECT THE ACCURACY OF THIS SURVEY.

4. THE LINES SHOWN ON THIS PLAN ARE THE RESULT OF MY OWN FIELD MEASUREMENTS AND CALCULATIONS AND THAT I AM NOT AWARE OF ANY OTHER SURVEYS OF THE SAME OR ADJACENT AREAS THAT WOULD AFFECT THE ACCURACY OF THIS SURVEY.

5. THE LINES SHOWN ON THIS PLAN ARE THE RESULT OF MY OWN FIELD MEASUREMENTS AND CALCULATIONS AND THAT I AM NOT AWARE OF ANY OTHER SURVEYS OF THE SAME OR ADJACENT AREAS THAT WOULD AFFECT THE ACCURACY OF THIS SURVEY.

6. THE LINES SHOWN ON THIS PLAN ARE THE RESULT OF MY OWN FIELD MEASUREMENTS AND CALCULATIONS AND THAT I AM NOT AWARE OF ANY OTHER SURVEYS OF THE SAME OR ADJACENT AREAS THAT WOULD AFFECT THE ACCURACY OF THIS SURVEY.

7. THE LINES SHOWN ON THIS PLAN ARE THE RESULT OF MY OWN FIELD MEASUREMENTS AND CALCULATIONS AND THAT I AM NOT AWARE OF ANY OTHER SURVEYS OF THE SAME OR ADJACENT AREAS THAT WOULD AFFECT THE ACCURACY OF THIS SURVEY.

8. THE LINES SHOWN ON THIS PLAN ARE THE RESULT OF MY OWN FIELD MEASUREMENTS AND CALCULATIONS AND THAT I AM NOT AWARE OF ANY OTHER SURVEYS OF THE SAME OR ADJACENT AREAS THAT WOULD AFFECT THE ACCURACY OF THIS SURVEY.

9. THE LINES SHOWN ON THIS PLAN ARE THE RESULT OF MY OWN FIELD MEASUREMENTS AND CALCULATIONS AND THAT I AM NOT AWARE OF ANY OTHER SURVEYS OF THE SAME OR ADJACENT AREAS THAT WOULD AFFECT THE ACCURACY OF THIS SURVEY.

10. THE LINES SHOWN ON THIS PLAN ARE THE RESULT OF MY OWN FIELD MEASUREMENTS AND CALCULATIONS AND THAT I AM NOT AWARE OF ANY OTHER SURVEYS OF THE SAME OR ADJACENT AREAS THAT WOULD AFFECT THE ACCURACY OF THIS SURVEY.

SYMBOLS

- ORIGINAL C.D.O./B.L.M. SURVEY (RECORDED)
- 140-3 PLANNED MONUMENT (RECORDED)
- 230-3 PLANNED MONUMENT (ESTABLISHED)
- 270-3 RECONSTRUCTION MONUMENT (ESTABLISHED)
- NO MONUMENT RECORDED OR ESTABLISHED
- BOUNDARY / PROPERTY LINE
- EASEMENT LINES
- PROPERTY LINE INDICATED BY THIS SURVEY
- EASEMENT VESTED BY THIS SURVEY
- (G) COUNTY
- (U) U.S. SURVEY NO. 508, ALASKA
- (S) STATE SURVEY NO. 2005-12
- (A) AMENDED (PLAT NO. 2005-12)
- (L) LAW MADE SUBDIVISION (PLAT NO. 87-25)

GENERAL NOTES

- 1) THE BASIS OF REFERENCE FOR THIS SURVEY IS THE C.D.O./B.L.M. MONUMENTS FOR CORNERS 18 AND 17, U.S. SURVEY 508, HAVING A RECORD BEARING OF N87°40'00"W.
- 2) WHEN RECORD SURVEY CORNERS (BEARING AND/OR DISTANCE) ARE FOUND TO BE IN DISAGREEMENT WITH THE SHOWN MONUMENTS AND THE FIELD MEASUREMENTS AND/OR COMPARED COURSE IS SHOWN WITHOUT INSTRUMENTS.
- 3) FIELD SURVEY WAS CONDUCTED BY CONVENTIONAL METHODS AND THE MONUMENTS ARE CONSIDERED CORRECT UNLESS SHOWN OTHERWISE.
- 4) NO LOT WITHIN BLOCKS A, B, C, OR D MAY BE FURTHER SUBDIVIDED, EXCEPT AS NOTED.
- 5) UPON THE EXISTING CASEY TRACT WITHIN LOT 1, BLOCK B BEING ABANDONED, THE LOT MAY BE SUBDIVIDED AND DEVELOPED WITH UP TO FOUR (4) LOTS.
- 6) WITH THE RECORDING OF THIS PLAN, BLOCK 7, NORTHWEST 1/4 SECTION 12, T12N, R12W, ALASKA, IS HEREBY REDEDICATED TO THE GENERAL PUBLIC AND THE PUBLIC IS HEREBY INVITED TO TAKE POSSESSION OF THE SAME. THE PUBLIC IS HEREBY ADVISED THAT THE PUBLIC IS NOT TO BE RESPONSIBLE FOR ANY DAMAGE TO THE SURVEY OR TO THE MONUMENTS ASSOCIATED WITH THE SURVEY.
- 7) THE MONUMENTS ASSOCIATED WITH THIS SURVEY ARE TO BE MAINTAINED AND PRESERVED BY THE PUBLIC AND THE PUBLIC IS HEREBY ADVISED THAT THE PUBLIC IS NOT TO BE RESPONSIBLE FOR ANY DAMAGE TO THE SURVEY OR TO THE MONUMENTS ASSOCIATED WITH THE SURVEY.
- 8) THE MONUMENTS ASSOCIATED WITH THIS SURVEY ARE TO BE MAINTAINED AND PRESERVED BY THE PUBLIC AND THE PUBLIC IS HEREBY ADVISED THAT THE PUBLIC IS NOT TO BE RESPONSIBLE FOR ANY DAMAGE TO THE SURVEY OR TO THE MONUMENTS ASSOCIATED WITH THE SURVEY.
- 9) THE MONUMENTS ASSOCIATED WITH THIS SURVEY ARE TO BE MAINTAINED AND PRESERVED BY THE PUBLIC AND THE PUBLIC IS HEREBY ADVISED THAT THE PUBLIC IS NOT TO BE RESPONSIBLE FOR ANY DAMAGE TO THE SURVEY OR TO THE MONUMENTS ASSOCIATED WITH THE SURVEY.
- 10) THE MONUMENTS ASSOCIATED WITH THIS SURVEY ARE TO BE MAINTAINED AND PRESERVED BY THE PUBLIC AND THE PUBLIC IS HEREBY ADVISED THAT THE PUBLIC IS NOT TO BE RESPONSIBLE FOR ANY DAMAGE TO THE SURVEY OR TO THE MONUMENTS ASSOCIATED WITH THE SURVEY.

U.S.S. 2871
TRACT B
LOT 1

SOUTH LENA SUBDIVISION
TRACT A, A.S.L.S. 95-78;
LOT 3, LENA MARIE SUBDIVISION
LOTS 2, 3 & 4A, U.S. SURVEY NO. 508
CITY & BOROUGH OF JUNEAU, ALASKA

AMENDED

PERCENT OF STONE & STRIKE IN FEET
EASEMENTS: 15% STONE & 15% FOOT STRIKE
EASEMENTS: 5% STONE & 5% FOOT STRIKE

DATE: 08/11/2005
DRAWN: J. L. LARSEN
CHECKED: J. L. LARSEN



CC

DEED OF TRUST

(due on sale)

AET 36501

THIS DEED OF TRUST, made this 18th day of September, 2007, between **REX WALKER THOMPSON and TOBE ANNE THOMPSON, husband and wife**, herein called TRUSTOR, whose address is 7850 Glacier Highway, Juneau, Alaska 99801, **ALASKA ESCROW AND TITLE INSURANCE AGENCY, INC.** herein called TRUSTEE, and **CITY AND BOROUGH OF JUNEAU, a municipal corporation**, whose address is 155 South Seward Street, Juneau, Alaska 99801, herein called BENEFICIARY.

WITNESSETH: That Trustor GRANTS, BARGAINS, SELLS, AND CONVEYS to TRUSTEE in TRUST WITH POWER OF SALE, that property in the Juneau Recording District, First Judicial District, State of Alaska, described as:

Lot 8, Block C, South Lena Subdivision, according to Plat 2006-49, as amended by Plat 2006-57, Juneau Recording District, First Judicial District, State of Alaska.

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits. To have and to hold the same, with the appurtenance, unto Trustee.

THIS DEED OF TRUST IS MADE FOR THE PURPOSE OF SECURING: The performance of each agreement of Trustor herein containing and payment of the indebtedness evidenced by one note, of even date herewith, in the Principal sum of **SEVENTY EIGHT THOUSAND EIGHT HUNDRED FORTY FOUR AND 50/100 DOLLARS (\$78,844.50)**, payable to Beneficiary or order. Maturity date: September 19, 2017.

A. To protect the security of this Deed of Trust, Trustor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished

therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance with extended coverage, satisfactory to and with loss payable to Beneficiary in an amount not less than full insurable value. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

All insurance shall be issued by a company that is authorized to do business in the State of Alaska, and shall be fully paid for, nonassessable and shall provide for at least thirty (30) days' prior written notice to Beneficiary of cancellation, material amendment (including without limitation any reduction in the scope and limits of coverage) or renewal. Trustor shall deliver the policy(s) to Beneficiary. Beneficiary may, at its option, permit (which permission may be withdrawn at any time) Trustor to maintain the required policy(s) in Trustor's possession in lieu of delivering the policy(s) to Beneficiary, in which event the policy(s) shall be kept available by Trustor at all times for return to Beneficiary or for inspection by Beneficiary, and a duplicate original policy(s) or certified copy(s) of original policy(s), evidencing the insurance required hereunder and any additional insurance which shall be taken out on the Property by or on behalf of Trustor, shall be deposited with and held by Beneficiary. Trustor shall deliver to Beneficiary (i) upon request, receipts evidencing payment of all premiums and (ii) original renewal policy(s) (or duplicate original(s) if Beneficiary has permitted Trustor to retain original policy(s)) or a binder thereof with evidence satisfactory to Beneficiary of payment of all premiums thereon, at least thirty (30) days prior to the expiration of each such policy.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary, or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in the actual sum, in any such action or proceeding in which Beneficiary or Trustee may appear. In the event of default in any of the terms contained in this Deed of Trust or the Deed of Trust Note secured hereby, Trustor agrees to pay upon demand all of Beneficiary's expenses, including, without limitation, actual attorneys' fees incurred in connection with enforcement, modification and collection of this Deed of Trust. Beneficiary may pay someone else to help collect and enforce this Deed of Trust, and Trustor will pay



that amount. This includes, subject to any limits under applicable law, Beneficiary's actual attorneys' fees and Beneficiary's legal expenses, whether or not there is actual commencement of judicial or non-judicial proceedings, including actual attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Trustor also will pay any court costs, in addition to all other sums provided by law.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at ten percent (10.0%) per annum.

6. Should Trustor fail to make any payment or to do any act herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award or damages in connection with any condemnation for public use of or injury to said property or any part thereof, is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of the Deed of Trust and said note for endorsement, and without affecting the personal liability of any person for



payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by the court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default Beneficiary may execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligation hereof, and shall cause such notice to be recorded in the office of the recorder of each recording district wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law and not less than the time required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in



such order as it may determine, at public auction to the highest and best bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, as hereunder defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid with accrued interest at ten percent (10.0%) per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto. Trustor shall be liable for and agrees to pay any deficit.

7. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as a beneficiary herein, or, if the note has been pledged, the pledgee thereof. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. Beneficiary may, from time to time as provided by statute, appoint another Trustee in place and stead of Trustee herein named, and thereupon, the Trustee herein named shall be discharged and Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

10. If two or more persons be designated as Trustee herein, any, or all, powers granted herein to Trustee may be exercised by any of such persons, if the other person or persons is unable, for any reason, to act, and any recital of such inability in any instrument executed by any of such persons shall be conclusive against Trustor, his heirs and assigns.

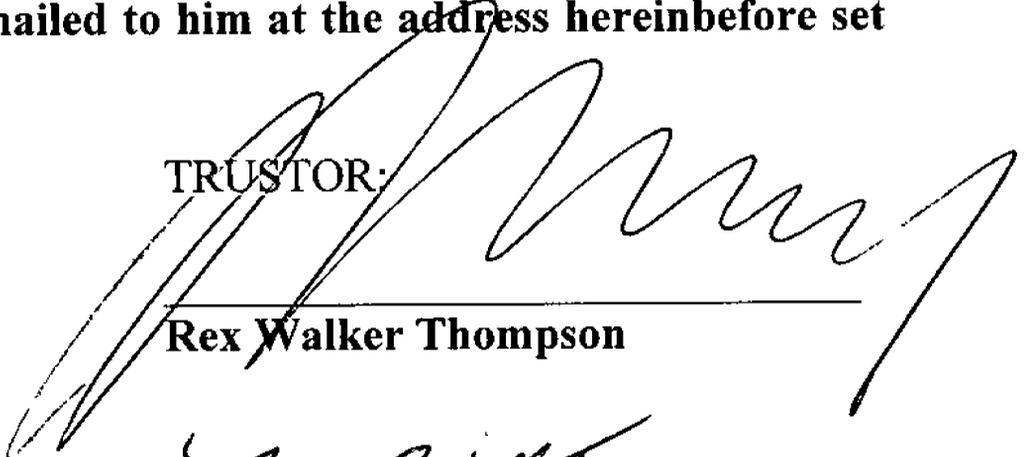


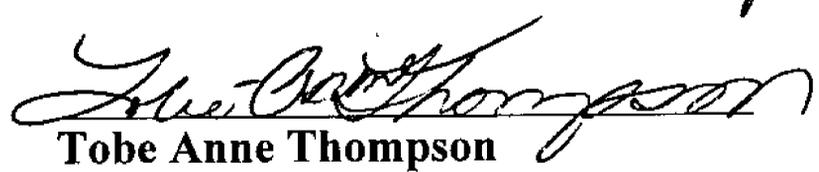
11. Due on Sale Condition: Should Trustor sell, convey, transfer, or dispose of said property, or any part thereof, or any interest therein, or agree to do so including by means of assumption, a sale by land contract, or wrap-around financing, without the written consent of Beneficiary being first obtained, then Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

12. Additional Term: The Trustor is personally obligated and fully liable on the amount due under the Note. The Beneficiary has the right to sue on the note and obtain a personal judgment against the Trustor for satisfaction of the amount due under the note either before or after a judicial foreclosure of the Deed of Trust, AS 09.45.170-220.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.

TRUSTOR:


Rex Walker Thompson


Tobe Anne Thompson

STATE OF ALASKA)

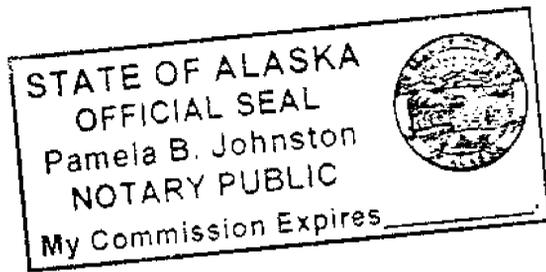
: ss.

FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 18th day of September, 2007, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared **REX WALKER THOMPSON** and **TOBE ANNE THOMPSON**, to me known and known to me to be the persons named in and who executed the within and foregoing instrument, and they individually acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.



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



Notary Public, State of Alaska

My commission expires: 12-5-2010

After recording return to:

BENEFICIARY



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2012-001768-0

Recording Dist: 101 - Juneau

3/27/2012 2:15 PM Pages: 1 of 4



STATUTORY WARRANTY DEED IN LIEU OF FORECLOSURE

REX WALKER THOMPSON and TOBE ANNE THOMPSON, husband and wife, whose address is 121 Reed Way, Santa Cruz, California 95060 (known herein as "Grantor") in consideration of Ten and no/100 Dollars (\$10.00), the release of liability of sums owing under certain Deed of Trust Note (known herein as "Note") described as:

Dated: September 18, 2007
Signed by: Rex Walker Thompson and Tobe Anne Thompson
Beneficiary: City and Borough of Juneau, a municipal corporation
Amount: \$78,844.50

and for other good and valuable consideration in hand paid, the adequacy and sufficiency of which is hereby acknowledged, does hereby sell and convey to **CITY AND BOROUGH OF JUNEAU, a municipal corporation**, of 155 South Seward Street, Juneau, Alaska 99801 (known herein as "Grantee"), its successors and assigns, the real property and improvements located thereon in the Juneau Recording District, First Judicial District, State of Alaska, described as follows:

Lot 8, Block C, South Lena Subdivision, according to Plat 2006-49, as amended by Plat 2006-57, Juneau Recording District, First Judicial District, State of Alaska.

with all its appurtenances, and warrants title to same, except for taxes and/or assessments, if any, and reservations, easements, and exceptions of record, and subject to the following Deed of Trust:

Trustor: REX WALKER THOMPSON and TOBE ANNE THOMPSON
Trustee: ALASKA ESCROW & TITLE INSURANCE AGENCY
Beneficiary: CITY AND BOROUGH OF JUNEAU
Amount: \$78,844.50
Dated: September 18, 2007
Recorded: September 19, 2007 at Serial No. 2007-006398-0

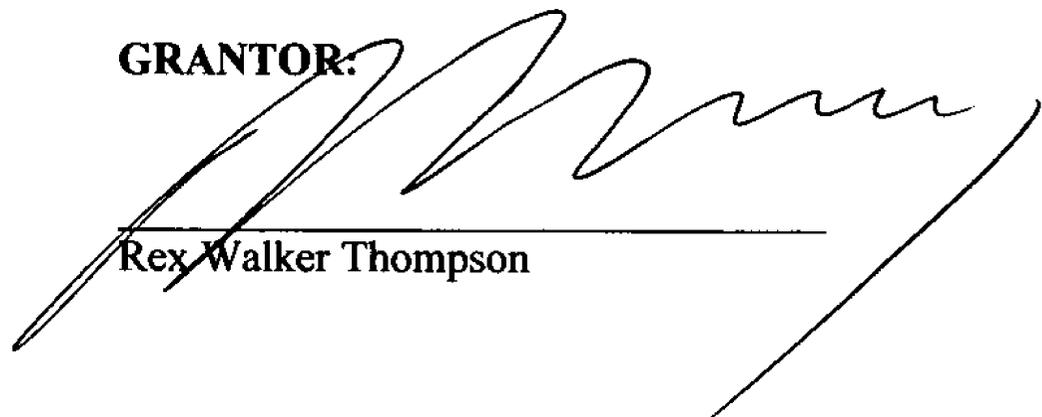
Books and records of the Juneau Recording District, First Judicial District, State of Alaska.

This Warranty Deed is an absolute conveyance and grant of title, the Grantor having sold and conveyed the above-described real property to Grantee for not less than the reasonable equivalent value of the obligations outstanding on the Note described hereinabove and for fair and adequate consideration in addition to the above recited, being a release of liability for the obligations secured by that certain Deed of Trust described in the preceding paragraph.

Grantor further declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this Statutory Warranty Deed in Lieu of Foreclosure, with respect to the above-described real property. Grantor further acknowledges fair and adequate consideration was given herein for waiver of all homestead, redemption and cure rights permitted by law. Grantor and Grantee in the property under this Statutory Warranty Deed of Lieu of Foreclosure and the Deed of Trust described herein securing Grantee, its successors and assigns, shall not merge and that said Deed of Trust shall remain in full force and effect and capable of foreclosure until specifically released.

This deed may be executed in counterparts, each of which shall be deemed an original and which, taken together, shall constitute a single deed. This deed shall not become binding upon any party unless and until at least one counterpart of this deed shall have been fully executed by each party hereto.

GRANTOR:



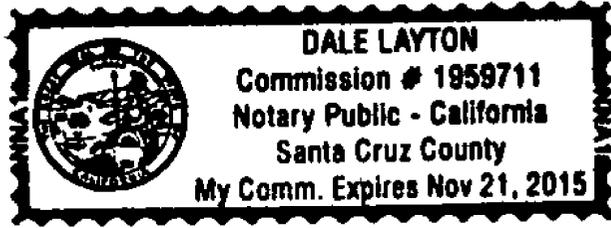
Rex Walker Thompson

DATED: March 14th, 2012

STATE OF CALIFORNIA)
COUNTY OF Santa Cruz) : ss.

THIS certifies that on this 14th day of March, 2012, before me, a notary public in and for the State of California, personally appeared **Rex Walker Thompson**, to me known and known to me to be the person named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

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



Dale Layton
Notary Public, State of California
My commission expires: Nov 21, 2015

GRANTOR:

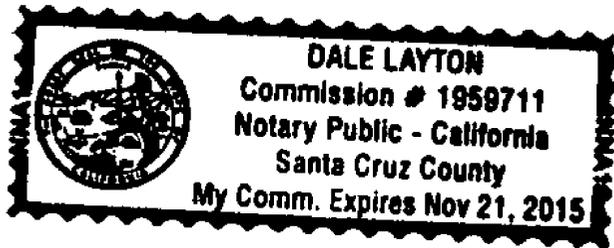
DATED: March 14th, 2012

Tobe Anne Thompson
Tobe Anne Thompson

STATE OF CALIFORNIA)
COUNTY OF Santa Cruz) : ss.

THIS certifies that on this 14th day of March, 2012, before me, a notary public in and for the State of California, personally appeared **Tobe Anne Thompson**, to me known and known to me to be the person named in and who executed the within and foregoing instrument, and she acknowledged to me that she signed the same freely and voluntarily for the uses and purposes therein mentioned.

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



Dale Layton
Notary Public, State of California
My commission expires: Nov 21, 2015



**GRANTEE:
CITY AND BOROUGH OF JUNEAU**

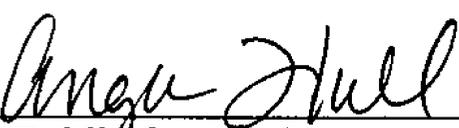
DATED: March 27, 2012

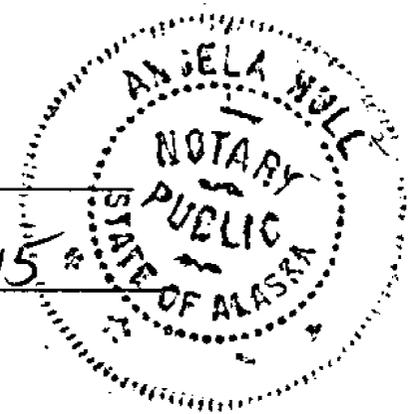
By: 
Rod Swope, City Manager

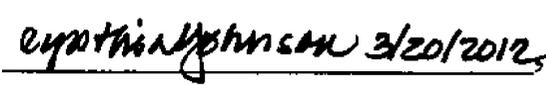
STATE OF ALASKA)
 : SS
FIRST JUDICIAL DISTRICT)

On this 27th day of March, 2012, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Rod Swope, to me known to be the City Manager of the City and Borough of Juneau, the municipal corporation that executed the foregoing instrument, and he acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above-written.


Notary Public for Alaska
My Commission Expires: 5-14-15



Content approved by:  3/20/2012, Lands & Resources ^{Division} Department

Form approved by:  3/27/2012, Law Department

After recording return to:
City and Borough of Juneau
Law Department
155 South Seward Street
Juneau, Alaska 99801

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2012-001768-0

Recording Dist: 101 - Juneau

3/27/2012 2:15 PM Pages: 1 of 4



STATUTORY WARRANTY DEED IN LIEU OF FORECLOSURE

REX WALKER THOMPSON and TOBE ANNE THOMPSON, husband and wife, whose address is 121 Reed Way, Santa Cruz, California 95060 (known herein as "Grantor") in consideration of Ten and no/100 Dollars (\$10.00), the release of liability of sums owing under certain Deed of Trust Note (known herein as "Note") described as:

Dated: September 18, 2007
Signed by: Rex Walker Thompson and Tobe Anne Thompson
Beneficiary: City and Borough of Juneau, a municipal corporation
Amount: \$78,844.50

and for other good and valuable consideration in hand paid, the adequacy and sufficiency of which is hereby acknowledged, does hereby sell and convey to **CITY AND BOROUGH OF JUNEAU, a municipal corporation**, of 155 South Seward Street, Juneau, Alaska 99801 (known herein as "Grantee"), its successors and assigns, the real property and improvements located thereon in the Juneau Recording District, First Judicial District, State of Alaska, described as follows:

Lot 8, Block C, South Lena Subdivision, according to Plat 2006-49, as amended by Plat 2006-57, Juneau Recording District, First Judicial District, State of Alaska.

with all its appurtenances, and warrants title to same, except for taxes and/or assessments, if any, and reservations, easements, and exceptions of record, and subject to the following Deed of Trust:

Trustor: REX WALKER THOMPSON and TOBE ANNE THOMPSON
Trustee: ALASKA ESCROW & TITLE INSURANCE AGENCY
Beneficiary: CITY AND BOROUGH OF JUNEAU
Amount: \$78,844.50
Dated: September 18, 2007
Recorded: September 19, 2007 at Serial No. 2007-006398-0

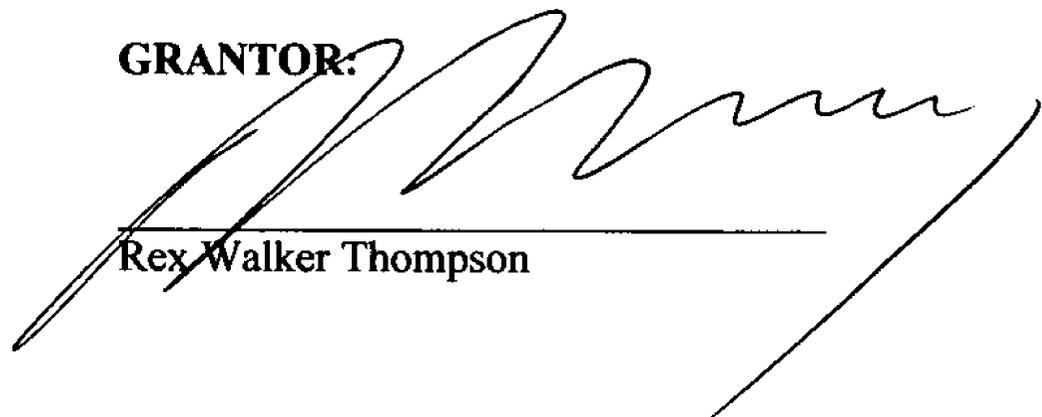
Books and records of the Juneau Recording District, First Judicial District, State of Alaska.

This Warranty Deed is an absolute conveyance and grant of title, the Grantor having sold and conveyed the above-described real property to Grantee for not less than the reasonable equivalent value of the obligations outstanding on the Note described hereinabove and for fair and adequate consideration in addition to the above recited, being a release of liability for the obligations secured by that certain Deed of Trust described in the preceding paragraph.

Grantor further declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this Statutory Warranty Deed in Lieu of Foreclosure, with respect to the above-described real property. Grantor further acknowledges fair and adequate consideration was given herein for waiver of all homestead, redemption and cure rights permitted by law. Grantor and Grantee in the property under this Statutory Warranty Deed of Lieu of Foreclosure and the Deed of Trust described herein securing Grantee, its successors and assigns, shall not merge and that said Deed of Trust shall remain in full force and effect and capable of foreclosure until specifically released.

This deed may be executed in counterparts, each of which shall be deemed an original and which, taken together, shall constitute a single deed. This deed shall not become binding upon any party unless and until at least one counterpart of this deed shall have been fully executed by each party hereto.

GRANTOR:



Rex Walker Thompson

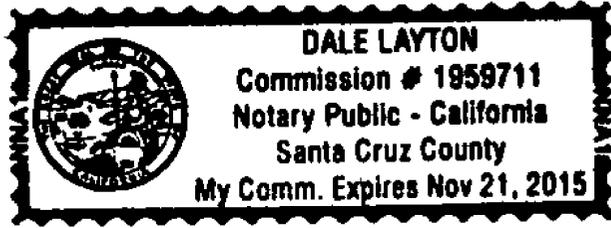
DATED: March 14th, 2012

STATE OF CALIFORNIA)
COUNTY OF Santa Cruz) : ss.

THIS certifies that on this 14th day of March, 2012, before me, a notary public in and for the State of California, personally appeared **Rex Walker Thompson**, to me known and known to me to be the person named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.



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



Dale Layton
Notary Public, State of California
My commission expires: Nov 21, 2015

GRANTOR:

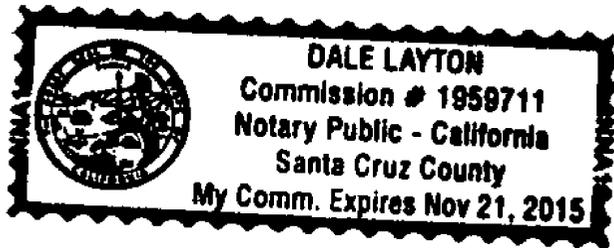
DATED: March 14th, 2012

Tobe Anne Thompson
Tobe Anne Thompson

STATE OF CALIFORNIA)
COUNTY OF Santa Cruz) : ss.

THIS certifies that on this 14th day of March, 2012, before me, a notary public in and for the State of California, personally appeared **Tobe Anne Thompson**, to me known and known to me to be the person named in and who executed the within and foregoing instrument, and she acknowledged to me that she signed the same freely and voluntarily for the uses and purposes therein mentioned.

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

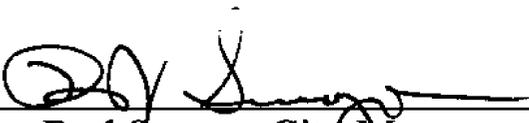


Dale Layton
Notary Public, State of California
My commission expires: Nov 21, 2015



**GRANTEE:
CITY AND BOROUGH OF JUNEAU**

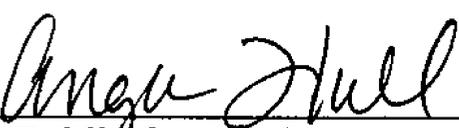
DATED: March 27, 2012

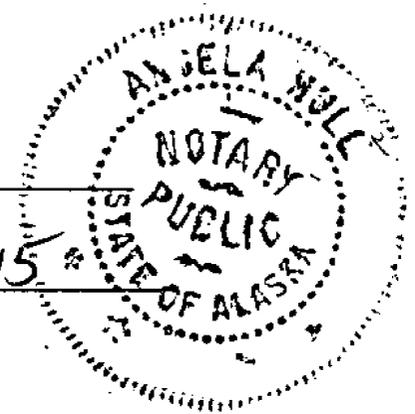
By: 
Rod Swope, City Manager

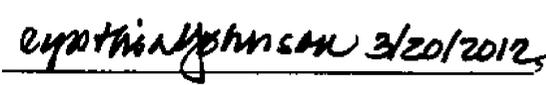
STATE OF ALASKA)
 : SS
FIRST JUDICIAL DISTRICT)

On this 27th day of March, 2012, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Rod Swope, to me known to be the City Manager of the City and Borough of Juneau, the municipal corporation that executed the foregoing instrument, and he acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above-written.


Notary Public for Alaska
My Commission Expires: 5-14-15



Content approved by:  3/20/2012, Lands & Resources ^{Division} Department

Form approved by:  3/27/2012, Law Department

After recording return to:
City and Borough of Juneau
Law Department
155 South Seward Street
Juneau, Alaska 99801