Parcel: 013-081-03-000  RESIDENTIAL VACANT LAND

MOA/TAX DEED

BELLA VISTA #2

LT  2 W2

ATTN: REAL ESTATE SERVICES
PO BOX 196650
ANCHORAGE  AK 99519 6650 Site:

Lot Size:  21,875

Zone:  I1

Tax Dist: 003

Grid:  SW2231

Owner:  12/13/17

Address:  12/13/17

HRA #:  000000

StateID:  2017 / 0051186

Date:  12/12/17

Plat:  00-0000

---ASSESSMENT HISTORY---

Appraised Val 2016:  236,700

Appraised Val 2017:  236,700

Appraised Val 2018:  236,700

Exempt Value 2018:  0

State Exempt 2018:  0

Resid Exempt 2018:  0

Taxable Value 2018:  236,700

---LAND---

---BUILDING---

---TOTAL---

236,700

236,700

236,700

0

0

236,700

Inst 451:  10/15  LAND ONLY
Liv Units:  000

Common Area:

452:  /  % Ownership:  .

453:  /  Leasehold:

Style:  Story Hgt:  Exterior Walls:

Year Built:  Remodeled:  Effective Year:

Total Rooms:  Bedrooms:  Recreation Rms:

Full Baths:  Half Bths:  Add’t Fixtures:

Heat Type:  Fuel Type:  Sys Heat Type:

FP: Stacks:  Openings:  Free Stand FP:

Extra Value:  Extra Val:  E-Z Set Firepl:

Condo Style:  Condo Flr:  Condo Com Prop:

Grade:  Cst/Design:  Condition:

---AREA---

Basement:  Fin/Bsmt:  Basement Gar:  Car | Living

1st Floor:  2nd Floor:  3rd Floor:  Area:

Half Floor:  Attic Area:  Fin Deep Bsm:  0

---ADDITIONAL FEATURES---

Basement:  1st Floor:  2nd Floor:  3rd Floor:  Area:

---OTHER BUILDINGS AND YARD IMPROVEMENTS---

Type  Qty  YrBlt  Size  Grade  Condition
LITIGATION GUARANTEE

LIABILITY: $ 6,000.00
FEE: $ 250.00

ORDER NO.: 0209-2914291
YOUR REF.: PO#20160237/Tax
ID#013-081-03-00017

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE,

First American Title Insurance Company
a Corporation, herein called the Company

GUARANTEES

Municipality of Anchorage

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any correctness in the assurance which the Company hereby gives that, according to the public records, on the date stated below,

1. The title to the herein described land was vested in the vestee named, subject to the matters shown as exceptions herein, which exceptions are not necessarily shown in the order of their priority; AND

Dated: August 04, 2017 at 8:00 A.M.

First American Title Insurance Company

Lorenzo Nolan, Title Officer
SCHEDULE A

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

Roderick Lyle Wetzel

The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:

Fee Simple Estate

The land referred to in this Guarantee is situated in the State of Alaska, Anchorage Recording District, and is described as follows:

West 1/2 of Lot 2, BELLA VISTA NO. 2 SUBDIVISION, according to the official plat thereof, filed under Plat Number P-180A, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.
SCHEDULE B

EXCEPTIONS:

1. Reservations or exceptions in patents or in acts authorizing the issuance thereof.

2. Right of Way Easement, including the terms and provisions thereof, granted to Chugach Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument
   Recorded: February 11, 1952
   Recording Information: Book 67 Page 395
   Affects: Blanket Easement

3. No past or current municipal taxes, assessments, or tax foreclosure judgments are being shown for purposes of this report.

NOTE: THIS GUARANTEE IS RESTRICTED TO THE USE OF THE ASSURED HEREIN AND IS NOT TO BE USED AS A BASIS FOR CLOSING ANY TRANSACTION AFFECTING TITLE TO SAID PROPERTY.

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.
1. Except to the extent that specific assurance is provided in this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
   (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Procedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
   (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
   (d) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any structure or improvements; any rights or easements therein, unless such property, rights or easements is expressly and specifically set forth in said description.
   (e) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; which are created, suffered, assumed, or agreed to by one or more of the Assureds; or (2) which result in no loss to the Assureds; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
   (f) The identity of any party shown or referred to in this Guarantee.
   (g) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

2. Notwithstanding any specific assurances which are provided in this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

3. Definition of Terms.
   The following terms when used in the Guarantee shall mean:
   (a) "Assured" shall mean the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
   (b) "Land" shall mean the land described or referred to in this Guarantee, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in this Guarantee, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
   (c) "Mortgage" shall mean mortgage, debt of trust, trust deed, or other security instrument.
   (d) "Public records" shall mean records established under state statutes at date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
   (e) "Date" shall mean the effective date.

   An Assured shall notify the Company promptly in writing in case knowledge shall be brought to the attention of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage to which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

5. No Duty to Defend or Prosecute.
   The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.
   Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
   (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
   (b) The Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
   (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

5. No Duty to Defend or Prosecute.
   The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

6. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.
   Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
   (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
   (b) The Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

7. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

8. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, en Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Wherever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

9. Proof of Loss or Damage.
   In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all books, records, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company, pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee for that claim.

Form No. 1282 (Rev. 12/15/05)
6. Options to Pay or Otherwise Settle Claims: Termination of Liability.
In case of a claim under this Guarantee, the Company shall have the following additional options:
(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
   The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.
   Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.
   Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.
(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.
   To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim Assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.
   Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.
This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
The Liability of the Company under this Guarantee to the Assured shall not exceed the least of:
(a) the amount of liability stated in this Guarantee;
(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of this Conditions and Stipulations, as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage Assured against by this Guarantee occurs, together with interest thereon; or
(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance Assured against by this Guarantee.

8. Limitation of Liability.
(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter Assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.
All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of such loss or destruction shall be furnished to the Assured.
(b) When and if any damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.
Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.
The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any dispute of the Company's interpretation of the terms of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $1,000,000 or less shall be arbitrated at the option of the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties.
The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereover.
The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.
A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.
(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at 2 First American Way, Bldg. 2, Santa Ana, CA, 92707.
QUITCLAIM DEED

THIS INDENTURE, made this 27th day of May, 1988, between DONNA LEE WETZEL, of Post Office Box 9613, Ketchikan, Alaska 99901, hereinafter called Grantor, and RODERICK LYLE WETZEL, of Post Office Box 8593, Ketchikan, Alaska 99901, hereinafter called Grantee,

WITNESSETH: That the said Grantor, for valuable consideration to her in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does by these presents quitclaim unto the said Grantee all the right, title, equity, interest, claim and demand which the said Grantor has in and to the following described property situate in Anchorage, Alaska, to-wit:

Lot 2, W2, Bella Vista Subdivision Number 2, Anchorage Recording District, Third Judicial District, State of Alaska.

Together with all improvements situate thereon; together with the appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same, with the appurtenances unto the said Grantee and to his heirs and assigns forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set her hand and seal the day and year first above written.

[Signature]
Donna Lee Wetzel, Grantor

After Recording, Return to:
KEENE & CURRALL
ATTORNEYS AT LAW
640 WINDSOR STREET, SUITE 202
KETCHIKAN, ALASKA 99901
PH. 222-4317
STATE OF ALASKA

First District

THIS IS TO CERTIFY that on this 27TH day of May, 1988 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared DONNA LEE WETZEL, to me known to be the individual described in and who executed the above and foregoing instrument; and who acknowledged to me that she signed and sealed 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.

[Signature]

Notary Public for Alaska
Commission expires: 5/27/88

[Stamp]

RECORDED/FILED
ANCHORAGE RECORDING DISTRICT
JUN 1 11 38 AM 88
REVIEWED BY
ADDRESS

KEENE & CURRALL
ATTORNEYS AT LAW
540 WATER STREET, SUITE 302
KETCHikan, ALASKA 99901

(907) 228-1131