## Description

<table>
<thead>
<tr>
<th>Property:</th>
<th>Commercial Property on Sterling Highway near the Moose River</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>33590 Sterling Highway Sterling, AK 99672</td>
</tr>
<tr>
<td>Legal Description:</td>
<td>SW Lot 6 Section 7 Township 5 N R 8 W Seward Meridian</td>
</tr>
<tr>
<td>General Description:</td>
<td>Commercial/Retail Building</td>
</tr>
<tr>
<td>Bedrooms:</td>
<td>n/a</td>
</tr>
<tr>
<td>Bathrooms:</td>
<td>Two</td>
</tr>
<tr>
<td>Garage:</td>
<td>n/a</td>
</tr>
<tr>
<td>Square Footage:</td>
<td>3,000 square feet</td>
</tr>
<tr>
<td>Lot Size:</td>
<td>4.49 Acres</td>
</tr>
<tr>
<td>Tax Assessment:</td>
<td>$677,700 - 2018</td>
</tr>
<tr>
<td>Directions:</td>
<td>From Soldotna, travel approximately 12 miles via AK-1 N. From Anchorage, travel approximately 136 miles via AK-1 S. The property is the former Moosequitos Bar.</td>
</tr>
</tbody>
</table>

## Asking Price

$615,900

## Contact Information

If you would like to submit an offer or have additional questions regarding this property please contact:

- Realtor Name: Fred Braun
- Real Estate Company: Jack White Real Estate
- Address: 10419 Kenai Spur Highway Suite B
- City, State, Zip: Kenai, AK 99611
- Phone Number: 907-395-0655
- Email Address: brauncom@ptialaska.net

## Terms of Sale

- Offer to be submitted to Real Estate Company

An offer is only considered accepted upon execution of a “Purchase and Sale Agreement” by the bank and the purchaser(s). Northrim Bank reserves the right to counter or reject any or all offers. All written offers will be treated confidentially.

## Other

While Northrim Bank has attempted to gather accurate information about the property discussed herein, it makes no warranties or representations, expressed or implied, of any kind or nature, about the accuracy or reliability of this information and it expressly disclaims warranties and representations regarding the accuracy and reliability of this information. Parties reviewing this information are encourage to investigate these matters on their own and people who rely on this information do so at their own risk. All property is sold as is, where is, without any warranty, expressed or implied including but not limited to any warranty as to quality, condition, or acceptability for intended use. Inspections are recommended prior to purchase.

## Attachments
Fidelity Title Agency Of Alaska, LLC
3150 C Street, Suite 220, Anchorage, AK  99503
Phone: (907) 277-6601  Fax: (907) 277-6613

A Non-Affiliated
Independent & Locally Owned Company
Where Experience Counts

TRUSTEE SALE GUARANTEE

ORDER NO:   F-72685
PROPERTY:   33590 Sterling Highway, Sterling, AK  99672

Lane Powell PC
1600 A Street, Suite 304
Anchorage AK  99501-5148
Attn: Jerri Ann Jenson
Email: jensonj@lanepowell.com
Reference:  112246.0014

Questions regarding this Guarantee should be directed to:
Michelle Prater at (907) 277-6623 or michellep@fidelityak.com
Billed To:
Lane Powell PC  
Attn: Jerri Ann Jenson  
1600 A Street, Suite 304  
Anchorage, AK 99501-5148

Remit Payment To:  
Fidelity Title Agency of Alaska, LLC  
3150 "C" Street, Suite 220  
Anchorage, AK 99503  
Phone: 907-277-6601  
Fax: 907-277-6617

Invoice Date: July 18, 2019  
Our File Number: OT-IH  
Reference Number: F-72685  
Customer Name Ref: Moose River Properties, LLC.  
Please Pay Before: 30 Days

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trustee Sale Guarantee</td>
<td>$326,850.06</td>
</tr>
<tr>
<td></td>
<td>$1,263.00</td>
</tr>
</tbody>
</table>

The full TSG premium is due upon recording of the Notice of Default. Two update endorsements may be provided at no charge; an endorsement fee of $75.00 will be due for any subsequent endorsements.

Please notify us promptly of any cancellations or postponements.

Please return a copy of this invoice and write the order number on all payments to our office. Thank you for choosing Fidelity Title Agency of Alaska.

DUE UPON RECEIPT
TRUSTEE'S SALE GUARANTEE

FIDELITY NATIONAL TITLE INSURANCE COMPANY

a Florida corporation, herein called the Company, for a valuable consideration paid for this Guarantee, the number, liability amount, and effective date of which are shown herein, hereby GUARANTEES the parties herein, called the ASSURED, against loss not exceeding such liability amount which the Assured shall sustain by reason of incorrectness in the assurance which the Company hereby gives that, according to the public records, on the effective date:

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;

2. The names and addresses of any person having a lien or interest subsequent to the interest of the trustee in the trust deed, which lien or interest appears of record; and

3. The herein described land is located in the recording district and judicial district stated herein.

ALL SUBJECT, HOWEVER, 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.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this Guarantee to be signed and sealed as of the effective date, the Guarantee to become valid when countersigned by an authorized signatory.

Countersigned:

By:  
Authorized Officer or Agent

Fidelity Title Agency of Alaska, LLC  
3150 C St Ste 220  
Anchorage, AK 99503-3979  
Tel: 907-277-6601  
Fax:

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms used in this Guarantee mean:

(a) "land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;

(b) "public records": those records which impart constructive notice of matters relating to said land;

(c) "date": the effective date;

(d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

2. Exclusions from Coverage of this Guarantee

The Company assumes no liability for loss or damage by reason of the following:

(a) 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.

(b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

(c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways, or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements...

2701502  
Trustee’s Sale Guarantee 1992 w-AK Mod_015
Page 1 of 2
therein unless such property, rights or easements are expressly and specifically set forth in said description.

(d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

3. Prosecution of Actions

(a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.

(b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. Notice of Loss – Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

5. Option to Pay, Settle or Compromise Claims

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 or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. 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 and the mortgage securing the same to the Company upon payment of the purchase price.

6. Limitation of Liability – Payment of Loss

(a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated herein.

(b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.

(d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6 (b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

(e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it 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 such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights and remedies.

8. Guarantee Entire Contract

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its office at P.O. Box 45023, Jacksonville, FL 32232-5023, or at any branch office shown hereon.

10. The fee specified herein is the total fee for title search and examination for this Guarantee.

2701502  Trustee's Sale Guarantee 1992 w-AK Mod_015  Page 2 of 2
TRUSTEE’S SALE GUARANTEE

Liability: $326,850.06
Fee: $1,263.00

Reference No.: 112246.0014

Prepared Date:

Effective Date: July 11, 2019 at 8:00 a.m.

Assured: Lane Powell LLC and Northrim Bank

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

Fee simple

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

Moose River Properties, LLC

The land referred to in the Guarantee is situated in the State of Alaska, Kenai Peninsula Borough, and is described as follows:

Starting at the Southwest corner of 6, SECTION 7, TOWNSHIP 5 NORTH, RANGE 8 WEST, SEWARD MERIDIAN, Kenai Recording District, Third Judicial District, State of Alaska, THENCE South 0° 08’ East a distance of 330 feet to Corner No. 1, and the true point of beginning; THENCE continue in the same direction to the center of the Sterling Highway to corner No. 2; Thence along the center of the Sterling Highway in a Northwesterly direction a distance of 700 feet, more or less, to a point of mean high water of the Moose River to Corner No 3; THENCE traverse upstream of the Moose River at mean high water a distance of 378.9 feet to Corner No. 4; THENCE in a direct line approximately 548 feet to Corner No. 1, and the true point of beginning, in the Kenai Recording District, Third Judicial District, State of Alaska;

Excepting Therefrom any portion thereof lying within the boundaries of any Public or Private road or highway.
Any Further Excepting Therefrom that portion conveyed to the State of Alaska, Department of Transportation and Public Facilities by Warranty Deed recorded April 10, 1991 in Book 380 at Page 700.
SCHEDULE B
GENERAL EXCEPTIONS

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

Defects, liens encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for the value of record the estate or interest or mortgage thereon covered by this Commitment

a) 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.

b) Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

c) Easements, claims of easement or encumbrances which are not recorded in the public records.

d) 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.

e) (a) Unpatented mining claims; or (b) water rights, claims or title to water, whether or not the matter excepted under (a) or (b) are shown by the public records.

f) Any lien, or right to a lien, for services, labor, or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

g) Rights of the State or federal government and/or public in and to any portion of the land for right of way as established by federal statute RS2477 (AKA 43 USC 932) whether or not such rights are shown by recordings of easements and/or maps in the public records by the State of Alaska showing the general location of these rights of way.

SPECIAL EXCEPTIONS

1. Reservations and exceptions as contained in the United States Patent and/or in Acts authorizing the issuance thereof.

2. Taxes and/or Assessments, if any due the Kenai Peninsula Borough as follows:
   Tax Account No.: 06503002
   Tax for 2019: $6,016.66
   Balance Due: $6,016.66
   2018 Delinquent Balance: $7,167.84
   1st Half Tax Due: September 16, 2019
   2nd Half Tax Due: November 15, 2019
   Land Valuation: $413,600.00
   Improvements: $257,900.00
   Code Area: 58
   Mill Rate: 8.960
   No Unpaid Assessments Reported
3. Any questions which may arise due to shifting or change in the course of Moose River.

4. Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the right of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.

5. Reservation of easement for highway purposes, and any assignments or uses thereof for recreational, utility or other purposes, as disclosed by Public Land Order No. 601, dated August 10, 1949, and amended by Public Land Order No. 757, dated October 10, 1959; Public Land Order No. 1613, dated April 17, 1958; and Department of the Interior Order No. 2665, dated October 16, 1951, Amendment No. 1 thereto, dated July 17, 1952 and Amendment No. 2 thereto, dated September 15, 1956, filed in the Federal Register.

6. Easement, including terms and provisions thereof, for the purpose set out therein, to the record of which reference is hereby made:
   In Favor of: Mrs. Juel R. Nielsen
   For: Road and Utility and appurtenances thereto
   Recorded: February 10, 1960
   Book: 16 Page: 14
   Affects: Road easement over the Southerly 50 feet and utility easement on the Easterly 15 feet, each as delineated in Instrument

7. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof:
   Granted To: Homer Electric Association, Inc.
   Recorded: June 5, 1968
   Book: 31 Page: 131
   Affects: Blanket Easement

8. Terms, conditions and provisions of that certain State of Alaska, Water Rights Permit and Certificate of Appropriation, LAS 13133, with a priority date of November 26, 1990, disclosing a well located on said premises, as recorded February 12, 1993 in Book 412 at Page 813, to the record of which reference is hereby made.

9. Deed of Trust, including terms and provisions thereof, securing the amount shown to the record of which reference is hereby made:
   Trustor: Moose River Properties, LLC, an Alaska Limited Liability Company
   Trustee: First American Title Insurance Company
   Beneficiary: First National Bank Alaska
   Amount: $250,000.00 together with any other amounts due thereunder
   Dated: November 25, 2008
   Recorded: November 26, 2008
   Reception No.: 2008-012100-0

10. Acknowledgement and Agreement between Limited Liability Company and Members, and Northrim Bank Respecting Commercial Pledge Agreement between limited liability company and members, and n, including the terms and provisions thereof, executed by and between the parties indicated, to the record of which reference is hereby made, for the purposes set out therein:
    First Party: Northrim Bank, Secured Party
    Second Party: Moosequito Ventures, LLC, Pledgor
    Recorded: November 3, 2009
    Reception No.: 2009-0101784-0
11. **Deed of Trust**, including terms and provisions thereof, securing the amount shown to the record of which reference is hereby made:

- **Trustor:** Moose River Properties, LLC, an Alaska Limited Liability Company
- **Trustee:** Fidelity Title Agency of Alaska
- **Beneficiary:** Northrim Bank
- **Amount:** $198,089.79 together with any other amounts due thereunder
- **Dated:** November 17, 2009
- **Recorded:** November 19, 2009
- **Reception No.:** 2009-011415-0

**Notice of Default**, under the terms and provisions of said deed of trust:
- **Sale Date and Time:** June 11, 2015 at 10:00 AM
- **Recorded:** March 5, 2015
- **Reception No.:** 2015-001641-0

**Termination of Notice** of Default and Sale, including terms and provisions thereof, to the record of which reference is hereby made:
- **Recorded:** June 3, 2015
- **Reception No.:** 2015-004646-0

12. **Any bankruptcy proceeding not disclosed** by the recording of a copy of the petition in some jurisdiction outside the State of Alaska that would afford notice as to said land pursuant to Title 11 U.S.C. 549 of the Bankruptcy Reform Act of 1978 and amendments thereto.

**NOTE:** To comply with the Alaska Supreme Court decision in Nystrom v. Buckhorn Homes Case No. 3463; 778 P.2d 1115 (1989), we will require one of the following options be performed:

1. The beneficiary or its agent perform an inspection of the property and submit to us a Supplemental Beneficiary's Affidavit showing no evidence of new construction and/or names of parties in possession.
   
   If possible new construction is evident, attempts must be made to ascertain the parties doing the construction and furnishing the materials, and our office should be advised at once. The Affidavit should state these findings.

2. Post the premises with a copy of the Notice of Default as soon as possible after recording; and at the same time perform an inspection of the premises to determine if there is evidence of new construction. Again, the Affidavit should disclose the findings, names of parties in possession, etc., and our office should be notified immediately.

**NOTE:** This company makes no assurances as to the person or persons in possession.
Relative to the Mortgage shown as Item 11 of this Guarantee:

1. The names of persons having a lien or interest created subsequent thereto are:

   **Name(s)**
   
   Moose River Properties, LLC  
c/o Paul W Koval / Registered Agent  
33590 Sterling Highway  
Sterling, AK 99672  

   Moose River Properties, LLC  
c/o Paul W Koval / Registered Agent  
PO Box 1171  
Anchorage, AK 99511-0071  

   Moosequito Ventures, LLC  
c/o Paul W Koval / Registered Agent  
215 Mt. Hood Drive  
Girdwood, AK 99587  

   Northrim Bank  
3111 C Street  
PO Box 241489  
Anchorage, AK 99524-1489  

   Anchorage, AK 99507  
Parties in Possession  

   33590 Sterling Highway  
Sterling, AK 99672  

**NOTE:** The beneficiary must give notice to those persons mentioned above and at any addresses which the beneficiary might have that are not of public record, or not set out herein.

2. Recording District: Kenai

3. Judicial District: Third

4. City: Kenai Peninsula Borough

5. Legal Publication:

   **Anchorage Daily News**  
   300 West 31st Avenue  
   Anchorage, AK 99503

   **Alaska Journal of Commerce**  
   301 Arctic Slope Avenue, Suite 350  
   Anchorage, AK 99518
ATTENTION IS CALLED TO THE SERVICEMEMBERS CIVIL RELIEF ACT (108 P.L. 1 189; 117 Stat.2835; 203 enacted H.R. 100; 50 USCS appx 501 et seq.) and amendments thereto and the MILITARY CODE OF ALASKA (AS 26.05.135) which contains inhibitions against the sale of land under a deed of trust if the owner is entitled to benefits of said act.

Attention is called to the Soldier's and Sailor's Civil Relief Act of 1940 and amendments thereto which contain inhibitions against the sale of land under a deed of trust if the owner is entitled to benefits of said Act.

Attention is called to the Federal Tax Lien Act of 1966 which, among other things, provides for the giving of written notice of sale in a specified manner to the Secretary of the Treasury or his delegate as a requirement for the discharge or divestment of a federal tax lien in a non-judicial sale, and establishes with respect to such lien a right in the United States to redeem the property within a period of 120 days from the date of any such sale.

Attention is called to the Fair Debt Collection Practices Act of 15 U.S.C. 1692 et seq. which, among other duties, may require notices of rights under the Act be given to the trustor under the deed of trust to be foreclosed.

NOTE: this company will, upon request of the Assured, or the assured's agent or attorney, ON THE 30TH DAY preceding the date set for the Trustee's Sale give a verbal report (to be followed immediately by a written supplemental) advising on the filing or non-filing of federal tax liens affecting the premises under examination. (THE RESPONSIBILITY, HOWEVER, FOR DETERMINING THE "30TH DAY" BEFORE THE SALE AND MAKING THE REQUEST ON THAT SAME DAY IS THE TO BE BORNE BY THE ASSURED.)
ENDORSEMENT

Attached to Guarantee Number No. 2701502-217180330

Order No. F-72685

Issued by

Fidelity National Title Insurance Company
Herein called The Company

The Company hereby guarantees the assured against loss or damage by reason of:

The failure of the Trustee or substituted Trustee, not having exercised due diligence in accordance with section 34.20.070 of the Statutes of the State of Alaska, in ascertaining the last known address of the interested parties, referred to in this Guarantee, who are entitled to receive a copy of the notice of default and a copy of this notice of sale.

This endorsement is made a part of the Guarantee and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Guarantee and any prior endorsements, nor does it extend the effective date of the Guarantee and any prior endorsements, nor does it increase the face amount thereof.

Dated: 7/11/2019

Fidelity National Title Insurance Company

By: [Signature]

Authorized Signatory
Privacy Policy

We recognize and respect the privacy expectations of today’s consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information
We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information
We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our right arising out of any agreement, transaction or relationship with you. One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion
Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests. All requests must be made in writing to the above address.
KENAI RECORDING DISTRICT

After Recording, Return to:
Northrim Bank
3111 C Street
P.O. Box 241489
Anchorage, Alaska 99524-1489
F-72185

TRUSTEE'S DEED

1. Fidelity Title Agency of Alaska, LLC, Grantor, whose mailing address is 3150 C Street, Suite 220, Anchorage, Alaska 99503, in consideration of the sum of $237,988.44, receipt of which is hereby acknowledged, hereby conveys and grants to Northrim Bank, Grantee, whose address is 3111 C Street, P.O. Box 241489, Anchorage, Alaska, that certain real property and all improvements thereon located in the State of Alaska, Third Judicial District, Kenai Recording District, more particularly described as follows (the "Property"):

Starting at the Southwest corner of Lot 6 in Section 7, Township 5 North, Range 8 West, Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska;

THENCE South 0° 08' East a distance of 330 feet to Corner No. 1, and the true point of beginning;

THENCE continue in the same direction to the center of the Sterling Highway to Corner No. 2;

THENCE along the center of the Sterling Highway in a Northwesterly direction a distance of 700 feet, more or less, to a point of mean high water of the Moose River to Corner No. 3;

THENCE traverse upstream of the Moose River at mean high water a distance of 378.9 feet to Corner No. 4;
THENCE in a direct line approximately 548 feet to Corner No. 1, and
the true point of beginning, in the Kenai Recording District, Third
Judicial District, State of Alaska;

EXCEPTING THEREFROM any portion thereof lying within the
boundaries of any Public or Private road or highway;

AND FURTHER EXCEPTING THEREFROM that portion conveyed to
the State of Alaska, Department of Transportation and Public Facilities
by Warranty Deed recorded April 10, 1991 in Book 380 at Page 700.

The Property’s address is commonly known as 33590 Sterling Highway,
Sterling, AK 99672.

The Property’s tax identification number is 065-030-02.

2. The Grantee’s credit bid of $237,988.44 by offset was the highest and
best bid at a Deed of Trust foreclosure sale of the above-described real property
conducted by Fidelity Title Agency of Alaska, in the lobby at the front entrance of the
Boney Courthouse for the State of Alaska, 303 K Street, Anchorage, Alaska, on
January 9, 2020, at 10:00 a.m. The sale was held to satisfy all amounts secured by
that certain Deed of Trust dated November 17, 2009, and recorded on November 19,
2009, in the Kenai Recording District, Third Judicial District, State of Alaska, as
Instrument No. 2009-011415-0, executed by Moose River Properties, LLC (the
“Trustor”), in favor of Northrim Bank (the “Beneficiary”), conveying Trustor’s right,
title, and interest in and to the above-described Property.

3. Prior to said sale a Notice of Default and Deed of Trust Foreclosure Sale
dated August 20, 2019, was recorded August 20, 2019, as Instrument No. 2019-
007168-0, in Kenai Recording District, Third Judicial District, State of Alaska.

4. Prior to said sale, copies of the Notice of Default and Deed of Trust
Foreclosure Sale were mailed on August 21, 2019, by certified mail, to Moose River
Properties, LLC, Trustor, and all other interested parties. The Notice of Default and
Sale was mailed to them as described on the attached Exhibit A (original Amended
Affidavit of Mailing of Notice of Default and Deed of Trust Foreclosure Sale).

5. The Notice of Default and Deed of Trust Foreclosure Sale was posted in
Anchorage, Alaska, on September 5, 2019, on the bulletin board at the Municipal
Clerk's Office, 632 West Sixth Avenue, Anchorage, Alaska, on the bulletin board at the Alaska Superior Court, Third Judicial District, at the Nesbett Courthouse, 825 West Fourth Avenue, Anchorage, Alaska; and on the bulletin board in the United States Post Office, 1601 West Northern Lights Blvd., Anchorage, Alaska. See Exhibit B (original Amended Affidavit of Posting of Notice of Default and Deed of Trust Foreclosure Sale).

6. The Notice of Default and Deed of Trust Foreclosure Sale was published in the Alaska Journal of Commerce, a newspaper of general circulation, published at Anchorage, Alaska, on September 22, 29, October 6 and 13, 2019. See Exhibit C (original of Affidavit of Publication).

7. The Notice of Default and Deed of Trust Foreclosure Sale was posted on the internet on the Alaska Journal of Commerce's website continuously from September 22, 2019 to November 6, 2019, which commenced at least 45 days before the foreclosure sale date stated in the Notice of Default and Deed of Trust Foreclosure Sale. See Exhibit D (original of Affidavit of Internet Publication).

8. In addition, the Property was inspected and was posted with a copy of said Notice of Default and Deed of Trust Foreclosure Sale on September 5, 2019. See Exhibit E (original of Amended Affidavit of Service re Posting and Inspection).

DATED at Anchorage, Alaska, this 9th day of January, 2020.

FIDELITY TITLE AGENCY OF ALASKA, LLC,
Trustee

By: ___________________________
   Howard Hancock
   (name)

Its: Chief Title Officer
    (title)
The foregoing instrument was acknowledged before me this 4th day of January, 2020, by Howard Hancock as the Chief Title Officer of FIDELITY TITLE AGENCY OF ALASKA, LLC, an Alaska limited liability company, on behalf of the company.

Notary Public in and for Alaska
My Commission Expires: 11/31/21
AMENDED AFFIDAVIT OF MAILING OF NOTICE OF DEFAULT AND DEED OF TRUST FORECLOSURE SALE

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

JERI ANN JENSON, being first duly sworn, deposes and states as follows:

1. I am an employee with the law firm of LANE POWELL LLC, 1600 A Street, Suite 304, Anchorage, Alaska 99501.

2. On August 21, 2019, I mailed a true and correct copy of the Notice of Default and Deed of Trust Foreclosure Sale dated August 20, 2019 and recorded on August 20, 2019 as Instrument No. 2019-007168-0 in the Office of the Recorder, Kenai Recording District, Third Judicial District, State of Alaska (the “Notice”) (copy attached hereto as Exhibit A), by Certified Mail postage prepaid to the parties listed below pursuant to Alaska Statute 34.20.070(c):

<table>
<thead>
<tr>
<th>Names and Addresses</th>
<th>Certified Mail No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parties in Possession</td>
<td>7018 0360 0000 1354 2174</td>
</tr>
<tr>
<td>33590 Sterling Highway</td>
<td></td>
</tr>
<tr>
<td>Sterling, AK 99672</td>
<td></td>
</tr>
<tr>
<td>Northrim Bank</td>
<td>7018 0360 0000 1354 2181</td>
</tr>
<tr>
<td>3111 C Street</td>
<td></td>
</tr>
<tr>
<td>P.O. Box 241489</td>
<td></td>
</tr>
<tr>
<td>Anchorage, AK 99524-1489</td>
<td></td>
</tr>
</tbody>
</table>

3. In addition, on August 21, 2019, I mailed a true and correct copy of the Notice along with the Fair Debt Collection Practices Act Statement (the “FDCPA
Statement") (copy attached hereto as Exhibit B). One copy of the Notice and FDCPA Statement was sent by Certified Mail postage prepaid to the parties listed below:

<table>
<thead>
<tr>
<th>Names and Addresses</th>
<th>Certified Mail No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moose River Properties, LLC</td>
<td>7018 0360 0000 1354 2198</td>
</tr>
<tr>
<td>c/o Paul W. Koval / Registered Agent</td>
<td></td>
</tr>
<tr>
<td>33590 Sterling Highway</td>
<td></td>
</tr>
<tr>
<td>Sterling, AK 99672</td>
<td></td>
</tr>
<tr>
<td>Moose River Properties, LLC</td>
<td>7018 0360 0000 1354 2204</td>
</tr>
<tr>
<td>c/o Paul W. Koval / Registered Agent</td>
<td></td>
</tr>
<tr>
<td>215 Mt. Hood Drive</td>
<td></td>
</tr>
<tr>
<td>Girdwood, AK 99587</td>
<td></td>
</tr>
<tr>
<td>Moose River Properties, LLC</td>
<td>7018 0360 0000 1354 2211</td>
</tr>
<tr>
<td>c/o Paul W. Koval / Registered Agent</td>
<td></td>
</tr>
<tr>
<td>P.O. Box 1171</td>
<td></td>
</tr>
<tr>
<td>Girdwood, AK 99587</td>
<td></td>
</tr>
<tr>
<td>Moosequito Ventures, LLC</td>
<td>7018 0360 0000 1354 2228</td>
</tr>
<tr>
<td>c/o Paul W. Koval / Registered Agent</td>
<td></td>
</tr>
<tr>
<td>33590 Sterling Highway</td>
<td></td>
</tr>
<tr>
<td>Sterling, AK 99672</td>
<td></td>
</tr>
<tr>
<td>Moosequito Ventures, LLC</td>
<td>7018 0360 0000 1354 2235</td>
</tr>
<tr>
<td>c/o Paul W. Koval / Registered Agent</td>
<td></td>
</tr>
<tr>
<td>215 Mt. Hood Drive</td>
<td></td>
</tr>
<tr>
<td>Girdwood, AK 99587</td>
<td></td>
</tr>
<tr>
<td>Moosequito Ventures, LLC</td>
<td>7018 0360 0000 1354 2242</td>
</tr>
<tr>
<td>c/o Paul W. Koval / Registered Agent</td>
<td></td>
</tr>
<tr>
<td>P.O. Box 1171</td>
<td></td>
</tr>
<tr>
<td>Girdwood, AK 99587</td>
<td></td>
</tr>
</tbody>
</table>

4. In addition, on August 28, 2019, I mailed a true and correct copy of the Notice along with the Fair Debt Collection Practices Act Statement (the “FDCPA
Statement" (copy attached hereto as Exhibit B). One copy of the Notice and FDCPA Statement was sent by Certified Mail postage prepaid to the parties listed below:

<table>
<thead>
<tr>
<th>Names and Addresses</th>
<th>Certified Mail No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moose River Properties, LLC &amp; Paul Koval</td>
<td>7018 0360 0000 1354 2259</td>
</tr>
<tr>
<td>c/o Law Office of Robert P. Crowther</td>
<td></td>
</tr>
<tr>
<td>1113 W. Fireweed Lane, Suite 200</td>
<td></td>
</tr>
<tr>
<td>Anchorage, AK 99503</td>
<td></td>
</tr>
<tr>
<td>Moose River Properties, LLC &amp; Paul Koval</td>
<td>7018 0360 0000 1354 2266</td>
</tr>
<tr>
<td>c/o Moosequito Ventures, LLC</td>
<td></td>
</tr>
<tr>
<td>P.O. Box 1910</td>
<td></td>
</tr>
<tr>
<td>Anchorage, AK 99509-1910</td>
<td></td>
</tr>
</tbody>
</table>

5. The Notice announced a foreclosure sale pursuant to the Deed of Trust executed by Moose River Properties, LLC, as Trustor. The Deed of Trust dated November 17, 2009, and recorded on November 19, 2009, in the records of the Kenai Recording District, Third Judicial District, State of Alaska as Instrument No. 2009-011415-0.

6. The Deed of Trust affects the following described property:

Starting at the Southwest corner of Lot 6 in Section 7, Township 5 North, Range 8 West, Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska;

THENENCE South 0° 08' East a distance of 330 feet to Corner No. 1, and the true point of beginning;

THENENCE continue in the same direction to the center of the Sterling Highway to Corner No. 2;
THENCE along the center of the Sterling Highway in a Northwesterly direction a distance of 700 feet, more or less, to a point of mean high water of the Moose River to Corner No. 3;

THENCE traverse upstream of the Moose River at mean high water a distance of 378.9 feet to Corner No. 4;

THENCE in a direct line approximately 548 feet to Corner No. 1, and the true point of beginning, in the Kenai Recording District, Third Judicial District, State of Alaska;

EXCEPTING THEREFROM any portion thereof lying within the boundaries of any Public or Private road or highway;

AND FURTHER EXCEPTING THEREFROM that portion conveyed to the State of Alaska, Department of Transportation and Public Facilities by Warranty Deed recorded April 10, 1991 in Book 380 at Page 700.

The “Real Property” or its address is commonly known as 33590 Sterling Highway, Sterling, AK 99672.
The Real Property tax identification number is 065-030-02.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

JERI ANN JENSEN

SUBSCRIBED AND SWORN TO before me this 28th day of August, 2019, by Jeri Ann Jenson.

NOTARY PUBLIC
STATE OF ALASKA

Notary Public in and for Alaska
My Commission Expires: 9-12-2019
NOTICE OF DEFAULT AND DEED OF TRUST FORECLOSURE SALE

Fidelity Title Agency of Alaska, as Trustee, gives notice of default and sale under the Deed of Trust dated November 17, 2009, and recorded on November 19, 2009, in the Kenai Recording District, Third Judicial District, State of Alaska, as Instrument No. 2009-011415-0. ("Deed of Trust"), executed by Moose River Properties, LLC (the "Trustor"), in favor of Northrim Bank (the "Beneficiary" or "Northrim"), conveying Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, the "Real Property" is located in the Kenai Recording District, Third Judicial District, State of Alaska:

Starting at the Southwest corner of Lot 6 in Section 7, Township 5 North, Range 8 West, Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska;

THENCE South 0° 08' East a distance of 330 feet to Corner No. 1, and the true point of beginning;

THENCE continue in the same direction to the center of the Sterling Highway to Corner No. 2;

THENCE along the center of the Sterling Highway in a Northwesterly direction a distance of 700 feet, more or less, to a point of mean high water of the Moose River to Corner No. 3;

THENCE traverse upstream of the Moose River at mean high water a distance of 378.9 feet to Corner No. 4;
THENCE in a direct line approximately 548 feet to Corner No. 1, and the true point of beginning, in the Kenai Recording District, Third Judicial District, State of Alaska;

EXCEPTING THEREFROM any portion thereof lying within the boundaries of any Public or Private road or highway;

AND FURTHER EXCEPTING THEREFROM that portion conveyed to the State of Alaska, Department of Transportation and Public Facilities by Warranty Deed recorded April 10, 1991 in Book 380 at Page 700.

The "Real Property" or its address is commonly known as 33590 Sterling Highway, Sterling, AK 99672. The Real Property tax identification number is 065-030-02.

The Deed of Trust is in default. The default consists of (1) Trustor's failure to pay when due to the Kenai Peninsula Borough the real property taxes levied on the Property for 2017 and to reimburse Northrim for Northrim's payment of such taxes in the amount of $7,420.94; and (2) Trustor's failure to pay when due to the Kenai Peninsula Borough the real property taxes levied on the Property for 2018. The amount of the obligation secured as of July 10, 2019, is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$169,130.17</td>
</tr>
<tr>
<td>Interest (Daily accrual of $33.5943488)</td>
<td>25,279.83</td>
</tr>
<tr>
<td>Late Charges</td>
<td>0.00</td>
</tr>
<tr>
<td>Legal Expense</td>
<td>16,597.12</td>
</tr>
<tr>
<td>Taxes &amp; Insurance Expense</td>
<td>7,420.94</td>
</tr>
<tr>
<td>Total Payoff</td>
<td>$218,428.06</td>
</tr>
</tbody>
</table>

The amount due will increase hereafter by the amount of interest accruing after July 10, 2019 (at the per diem rate of $33.5943488), and by future late fees, foreclosure legal fees, foreclosure costs (including $1,263.00 for the Trustee's Sale Guarantee), and by any sums properly advanced or expended by Northrim or the Trustee under the terms of the Deed of Trust with interest as provided under the Note.

The Trustee elects to sell the property at 10:00 AM on December 5, 2019, at 303 K Street, (Boney Courthouse), Anchorage, Alaska, and apply the proceeds to the indebtedness. Payment must be made at the time of sale in cash or by cashier's check. Beneficiary may enter a credit offset bid consisting of sums due it under the Deed of Trust and Note. Title to the real property will be conveyed by Trustee's quitclaim deed without warranties of title.
Conditions for Curing Default: The default may be cured and this sale terminated at any time before the date of sale stated in this notice or to such date to which the sale is postponed, if (a) at the time of cure, payments under the Note are not past due; (b) payment is made in full to the Beneficiary of the 2017 real property taxes described herein as required by the Deed of Trust; (c) payment is made in full to the Kenai Peninsula Borough of the 2018 real property taxes described as required by the Deed of Trust; and (d) payment is made of the reasonable attorneys and other foreclosure fees and costs actually incurred by the beneficiary and trustee due to the defaults. To determine the current amount required to be paid to cure the default, you may call Tina Hohnstein at 907-261-3398 or send an e-mail to hohnstein.tina@nrim.com. Provided, however, if notice of default has been recorded two or more times previously under the Deed of Trust described above, the Trustee may elect to refuse the cure payment and proceed with the sale.

DATED this 20 day of August, 2019.

FIDELITY TITLE AGENCY OF ALASKA, LLC
Trustee

By: [Signature]

Lts: [Title]

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on this 20th day of August, 2019, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared, [Signature], known to be the [Title] of FIDELITY TITLE AGENCY OF ALASKA, LLC, an Alaska limited liability company, on behalf of the company.

Notary Public in and for Alaska
My Commission Expires: 01/09/21
Fair Debt Collection Practices Act Statement

The amount of the debt is stated in the Notice of Default and Deed of Trust Foreclosure Sale, plus interest, late charges, attorney fees and costs and other advances. The creditor to whom the debt is owed is Northrim Bank. Unless within 30 days after receipt of this notice you dispute the debt or any portion of it, we will assume the debt to be valid. If you notify us within 30 days after receipt of this notice that you dispute the debt or any part of it and do so in writing, we will obtain verification of the debt and mail it to you. If you request it in writing within 30 days after receipt of this notice, we will provide you with the name and address of the original creditor, if different from the current creditor. Address requests to Northrim Bank, 3111 C Street, P.O. Box 241489, Anchorage, AK 99524-1489.
AMENDED
AFFIDAVIT OF POSTING

NORTHRIM BANK
Beneficiary,

vs.
MOOSE RIVER PROPERTIES, LLC
Trustor.

I solemnly swear or affirm that on 9/5/2019, I posted the following documents:
NOTICE OF DEFAULT AND DEED OF TRUST FORECLOSURE SALE
at the following public locations:
U.S. Post Office, 1601 W. Northern Lights Boulevard, Anchorage, Alaska 99517
Superior Court, 825 W. Fourth Avenue, Anchorage, Alaska 99501, and
Municipal Clerk’s Office, 632 W. 6th Avenue, Anchorage, Alaska 99501.

THE PROPERTY DESCRIBED AS:

STARTING AT THE SOUTHWEST CORNER OF LOT 6 IN SECTION 7, TOWNSHIP 5 NORTH, RANGE 8 WEST, SEWARD MERIDIAN, KENAI RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA;

THEN SOUTH 0°08' EAST A DISTANCE OF 330 FEET TO CORNER NO. 1, AND THE TRUE POINT OF BEGINNING;

THEN CONTINUE IN THE SAME DIRECTION TO THE CENTER OF THE STERLING HIGHWAY TO CORNER NO. 2;

THEN ALONG THE CENTER OF THE STERLING HIGHWAY IN A NORTHEASTERLY DIRECTION A DISTANCE OF 700 FEET, MORE OR LESS, TO A POINT OF MEAN HIGH WATER OF THE MOOSE RIVER TO CORNER NO. 3;

THEN TRAVERSE UPSTREAM OF THE MOOSE RIVER AT MEAN HIGH WATER A DISTANCE OF 378.9 FEET TO CORNER NO. 4;

THEN IN A DIRECT LINE APPROXIMATELY 548 FEET TO CORNER NO. 1, AND THE TRUE POINT OF BEGINNING, IN THE KENAI RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA;

EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE BOUNDARIES OF ANY PUBLIC OR PRIVATE ROAD OR HIGHWAY;

AND FURTHER EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES BY WARRANTY DEED RECORDED APRIL 10, 1991 IN BOOK 380 AT PAGE 700.
THE “REAL PROPERTY” OR ITS ADDRESS IS COMMONLY KNOWN AS 33590 STERLING HIGHWAY, STERLING, AK 99672.

THE REAL PROPERTY TAX IDENTIFICATION NUMBER IS 065-030-02.

THE SALE OF THE PROPERTY IS SCHEDULED FOR 12/5/2019 AT 10:00 AM AT THE BONEY COURTHOUSE LOCATED AT 303 “K” STREET, ANCHORAGE, AK 99501. NORTH COUNTRY PROCESS, INC. IS SCHEDULED TO CONDUCT THE SALE.

AFFIDAVIT HAS BEEN AMENDED TO CORRECT AN ERROR IN THE PROPERTY DESCRIPTION.

DOUGLAS CALLISON
Civilian Process Server

SUBSCRIBED AND SWORN to or affirmed before me this January 8, 2020 in Anchorage, Alaska.

Client: LANE POWELL, LLC
Client Contact: JERI ANNE JENSON
File Number: 112246.0014
North Country Process, Inc
P.O. Box 101126
Anchorage, Alaska 99510
Office: (907) 274-2023
Fax Line: (907) 274-2823
NCPI@alaska.net

Notary Public in and for the State of Alaska
My Commission Expires: 5/29/2020
Service Fee: $70.00

TOTAL: $70.00
Return No.: 187606
AMENDED
AFFIDAVIT OF SERVICE

NORTHRIM BANK
Beneficiary,

vs.
MOOSE RIVER PROPERTIES, LLC
Trustor.

I solemnly swear or affirm that on 9/5/2019, at 11:45 AM, I served the following documents:
NOTICE OF DEFAULT AND DEED OF TRUST FORECLOSURE SALE

upon the herein named OCCUPANTS, by handing and leaving a true and correct copy with PAUL KOVAL, OCCUPANT at 33590 STERLING HIGHWAY, STERLING, AK 99672.

THE PROPERTY DESCRIBED AS:

STARTING AT THE SOUTHWEST CORNER OF LOT 6 IN SECTION 7, TOWNSHIP 5 NORTH, RANGE 8 WEST, SEWARD MERIDIAN, KENAI RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA;

THENCE SOUTH 0°08' EAST A DISTANCE OF 330 FEET TO CORNER NO. 1, AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUE IN THE SAME DIRECTION TO THE CENTER OF THE STERLING HIGHWAY TO CORNER NO. 2;

THENCE ALONG THE CENTER OF THE STERLING HIGHWAY IN A NORTHWESTERLY DIRECTION A DISTANCE OF 700 FEET, MORE OR LESS, TO A POINT OF MEAN HIGH WATER OF THE MOOSE RIVER TO CORNER NO. 3;

THENCE TRAVERSE UPSTREAM OF THE MOOSE RIVER AT MEAN HIGH WATER A DISTANCE OF 378.9 FEET TO CORNER NO. 4;

THENCE IN A DIRECT LINE APPROXIMATELY 548 FEET TO CORNER NO. 1, AND THE TRUE POINT OF BEGINNING, IN THE KENAI RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA;

EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE BOUNDARIES OF ANY PUBLIC OR PRIVATE ROAD OR HIGHWAY;

AND FURTHER EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES BY WARRANTY DEED RECORDED APRIL 10, 1991 IN BOOK 380 AT PAGE 700.
THE “REAL PROPERTY” OR ITS ADDRESS IS COMMONLY KNOWN AS 33590 STERLING HIGHWAY, STERLING, AK 99672.

THE REAL PROPERTY TAX IDENTIFICATION NUMBER IS 065-030-02.

THE PROPERTY APPEARS TO BE OCCUPIED; THERE WAS NO EVIDENCE OF NEW CONSTRUCTION OR VISIBLE CONSTRUCTION MATERIALS ON-SITE AT THE TIME OF POSTING.

THE SALE OF THE PROPERTY IS SCHEDULED FOR 12/5/2019 AT 10:00 AM AT THE BONEY COURTHOUSE LOCATED AT 303 “K” STREET, ANCHORAGE, AK 99501. NORTH COUNTRY PROCESS, INC. IS SCHEDULED TO CONDUCT THE SALE.

AFFIDAVIT HAS BEEN AMENDED TO CORRECT AN ERROR IN THE PROPERTY DESCRIPTION.

[Signature]
MYRON SEVERSON
Civilian Process Server

SUBSCRIBED AND SWORN to or affirmed before me this January 8, 2020 in Anchorage, Alaska.

Notary Public in and for the State of Alaska
My Commission Expires: 5/29/2020

Client: LANE POWELL, LLC
Client Contact: JERI ANNE JENSON
File Number: 112246.0014

North Country Process, Inc.
P.O. Box 101126
Anchorage, Alaska 99510
Office: (907) 274-2023
Fax Line: (907) 274-2823
NCPI@alaska.net

Service Fee: $45.00
Mileage Fee: $30.00
Tax: $2.25
TOTAL: $77.25
Return No.: 187603
STATE OF ALASKA
THIRD JUDICIAL DISTRICT

United States of America, State of Alaska, Third District before me, the undersigned, a notary public this day personally appeared Lisi Misa, who, being first duly sworn, according to the law, says that he/she is an authorized representative of the Alaska Journal of Commerce published at 300 W. 31st Avenue, in said Third District and State of Alaska and that advertisement, of which the annexed is a true copy, which has published in said publication on the dates listed below.

09/22/2019, 09/29/2019, 10/06/2019, 10/13/2019

Signed

Subscribed and sworn to before me
14th this October day of 2019

Notary Public in and for the State of Alaska.
Third Division, Anchorage, Alaska

MY COMMISSION EXPIRES 2020

NOTICE OF DEFAULT AND DEED OF TRUST FORECLOSURE SALE
Fidelity Title Agency of Alaska, as Trustee, gives notice of default and sale under the Deed of Trust dated November 17, 2009, and recorded on November 19, 2009, in the Kenai Recording District, Third Judicial District, State of Alaska, as instrument No. 2009-011415-0, ("Deed of Trust"), executed by Moose River Properties, LLC (the "Trustor"), in favor of Northrim Bank (the "Beneficiary" or "Northrim"), conveying Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures, easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including all minerals, oil, gas, geothermal and similar matters, the "Real Property" is located in the Kenai Recording District, Third Judicial District, State of Alaska:

Starting at the Southwest corner of Lot 6 in Section 7, Township 5 North, Range 8 West, Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska; THEN E, South 48.00° East a distance of 330 feet to Corner No. 1, and the true point of beginning; THEN continue in the same direction to the center of the Sterling Highway to Corner No. 2; THEN along the center of the Sterling Highway in a Northwesterly direction a distance of 700 feet, more or less, to a point of mean high water of the Moose River to Corner No. 3; THEN traverse upstream of the Moose River at mean high water a distance of 378.9 feet to Corner No. 4; THEN, in a direct line approximately 548 feet to Corner No. 1, and the true point of beginning, in the Kenai Recording District, Third Judicial District, State of Alaska. EXCEPTING THEREFROM any portion thereof lying within the boundaries of any Public or Private road or highway. AND FURTHER EXCEPTING THEREFROM that portion conveyed to the State of Alaska, Department of Transportation and Public Facilities by Warranty deed recorded April 10, 1991 in Book 380 at Page 700.

The Real Property or its address is commonly known as 33990 Sterling Highway, Sterling, AK 99672. The Real Property tax identification number is 045-030-02.

The Deed of Trust is in default. The default consists of (1) Trustor's failure to pay when due to the Kenai Peninsula Borough the real property taxes levied on the property for 2017 and to reimburse Northrim for Northrim's payment of such taxes in the amount of $7,420.94; and (2) Trustor's failure to pay when due to the Kenai Peninsula Borough the real property taxes levied on the property for 2018. The amount of the obligation secured as of July 10, 2019, is as follows:

| Principal | $159,130.17 |
| Interest (Daily accrual of $33,594.34/88) | 25,279.83 |
| Late Charges | 0.00 |
| Legal Expense | 16,597.12 |
| Taxes & Insurance Expense | 7,420.94 |
| Total Payoff | $218,228.66 |

The amount due will increase hereafter by the amount of interest accruing after July 10, 2019 (at the per annum rate of 5.59% 5.94/34/80), and by future late fees, foreclosure legal fees, foreclosure costs (including $1,263.00 for the Trustee's Sale Guarantee), and by any sums properly advanced or expended by Northrim or the Trustee under the terms of the Deed of Trust with interest as provided under the Note.

The Trustee elects to sell the property at 10:00 AM on December 5, 2019, at 303 K Street, (Boney Courthouse), Anchorage, Alaska, and apply the proceeds to the indebtedness. Payment must be made at the time of sale in cash or by cashier's check. The Trustee may enter a cash deposit consisting of sums due under the Deed of Trust and Note. The real property will be conveyed by Trustee's quitclaim deed without warranties of title.

Conditions for Curing Default: The default may be cured and this sale terminated at any time before the date of sale stated in this notice or to such date to which the sale is postponed, if (a) at the time of cure, payments under the Note are not past due; if (b) payment is made in full to the Beneficiary of the 2017 real property taxes described herein as required by the Trustee of Trust; (c) payment is made in full to the Kenai Peninsula Borough of the 2018 real property taxes described as required by the Deed of Trust; and (d) payment is made of the reasonable attorneys and other foreclosure fees and costs actually incurred by the beneficiary and trustee due to the default. To determine the current amount required to be paid to cure the default, you may call Tina Hohnstein at 907-264-3398 or send an e-mail to hohnstein.stevenbri.com. Provided, however, if notice of default has been recorded two or more times previously under the Deed of Trust described above, the Trustee may effect a sale and proceed with the sale.

DATED: August 20, 2019, by Fidelity Title Agency of Alaska, LLC, Trustee by: Jeffrey Howard Hancock, Chief Title Officer, PUB: 9/22, 29, 10/6, 15/2019
AFFIDAVIT OF INTERNET PUBLICATION

I, Lisi Misa, am first duly sworn, state that I am the Authorized Signer of the Alaska Journal of Commerce, that I am authorized to make this affidavit on its behalf, and that:

1. Alaska Journal of Commerce operates; www.alaskajournal.com an Internet web site that is: (A) available to any person; (B) is completely free to the public for viewing and does not require a subscription; (C) has been in continuous operation for more than one year; (D) has a viewership of at least 5,000 different visitors each month as verified by an independent audit; and (E) maintains an office in the State of Alaska the staff of which includes a senior management person. (F) Legal ads may be accessed by selecting legals at http://www.alaskajournal.com/ and will be viewed through https://marketplace.adn.com. It will be searchable and archived on said site.

2. The Notice of Sale shown below was first published on the Internet web site described above on 9/22/2019 which date was at least 45 days before foreclosure sale date stated in the notice and remained continuously on the web site through at least 11/06/2019.

W0011275

Lisi Misa
Subscribed and sworn before me this 10 day of OCT., 2019.

Notary Public in and for The State of Alaska
Third Division
Anchorage, Alaska

Lane Powell LLC

My commission Expires: 7/14/2020