BOOK 915 PAGE 0994

#67[illegible]

# Deed of Trust

(10)

THIS DEED OF TRUST, Made this 21st day of June, 19 83

BETWEEN MARK P. BEGICH, MARGARET J. BEGICH & THOMAS S. BEGICH herein called TRUSTOR;

SECURITY TITLE & TRUST COMPANY herein called TRUSTEE, and

ROBERT A. HOLMAN herein called BENEFICIARY,

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

The East one-half (E 1/2) of Lot Five (5) and
The East one-half (E 1/2) of Lot Six (6), Block
Twenty-four "D" (24D), Third Addition to the
Townsite of Anchorage, according to the official
plat thereof, filed under Plat Number C-28,
Records of the Anchorage Recording District,
Third Judicial District, State of Alaska.

POOR FILMING QUALITY

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 appurtenances unto Trustee.

Trustor shall be entitled to possession of the above described premises until and after the execution of this Deed of Trust, and for so long as all payments on the promissory note herein referred to are currently paid and all promises, conditions and covenants of the Trustor herein are faithfully kept and performed.

THIS DEED OF TRUST IS MADE FOR THE PURPOSE OF SECURING:
The performance of each agreement of Trustor herein contained and payment of the indebtedness evidenced by one promissory note of even date herewith, in the principal sum of $ 49,000.00 Payable to Beneficiary or order.

A. To protect the security of the 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 satisfactory to and with loss payable to Beneficiary in an amount not less than the outstanding balance due on said note which is secured by this, or any other, Deed of Trust. The amounts 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.

3. To keep the above described property insured so as not to impair the insurance carried thereon and if said above described property should become vacant for more than thirty days, Beneficiary shall have the option of taking possession and renting same for and on behalf of Trustor as provided in Paragraph B-6 hereof.

4. 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 a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear and in any suit brought by Beneficiary to foreclose the Deed.

5. To Pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all homeowners, condominium and land, 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.

6. 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 [illegible] per cent per annum.

7. Should Trustor fail to make any payment or to do any act as 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 purpose; 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 fee.

B. It is mutually agreed that:

1. Any award of 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 on the note secured 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 therefor and without notice upon written request of Beneficiary and presentation of this Deed 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 covered by the lien 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 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 of 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 a 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. In addition to all of the other rights and powers possessed by him, Beneficiary may in the discretion determine that foreclosure by power of sale under the terms of the property. Trustor agrees that the failure by Trustor to comply with any of the terms and conditions required to be complied with by the terms of this Deed of Trust or any of the terms of a related promissory note shall be deemed a violation of the agreement under which the Trustee holds the property for purposes of the foregoing by Beneficiary of an action for foreclosure under and Defaults pursuant to AS 09.45.070 or less.

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 shall execute or cause the Trustee to execute a written notice of such default and of Beneficiary's 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 for the recording district in which said property or some part thereof is located.

Notice of sale having been given as then required by law and the time fixed by the notice of sale as first published having elapsed as then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell said property at Anchorage, Alaska at the place designated by law at the time fixed by it at auction to the highest 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, express 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 hereinafter defined, may purchase at such sale.

HARTIG, RHODES, NORMAN, MAHONEY & EDWARDS
717 K STREET
ANCHORAGE, ALASKA 99501

Return To:
Security Title & Trust
[illegible] 17-91

BOOK 915 PAGE 0395

JUN 27 12 09 PM '83

ST & I CO.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at 5232 E. 24th Avenue, Anchorage, AK 99503

SIGNATURE OF TRUSTOR

MARK P. BEGICH

THOMAS S. BEGICH

MARGARET J. BEGICH

INDIVIDUAL ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for the State of Alaska, personally appeared MARK P. BEGICH, MARGARET J. BEGICH and THOMAS S. BEGICH to me known and known to me to be the individual(s) mentioned in and who executed the above and foregoing instrument and acknowledged to me that the same was signed freely and voluntarily for the uses and purposes therein stated.

WITNESS my hand and official seal this 27 day of June 1983

Notary Public in and for Alaska
My commission expires 4-13-87

RECORDING DATA

POOR FILMING QUALITY