



File for Record at Request of:

First American Title Insurance Company

AFTER RECORDING MAIL TO:

Name: **Anchor Bridge LLC**

Address: **821 N Street , Ste 102**

Anchorage, AK 99501

File No.: **0222-3974731 (eb)**

STATUTORY WARRANTY DEED

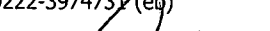
THE GRANTOR, **Paul Raymond Taylor**, a single man, who also acquired title as **Paul Taylor**, whose mailing address is **PO Box 302, Anchor Point , AK 99556**, for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION**, in hand paid, conveys and warrants to **Anchor Bridge LLC**, residing at **821 N Street , Ste 102, Anchorage, AK 99501**, the following described real estate, situated in the **Homer** Recording District, **Third** Judicial District, State of **Alaska**:

SEE ATTACHED - EXHIBIT "A"

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

Dated: September 14th, 2022.

0222-3974731 (e) Statutor



Paul Raymond Taylor

July 18, 2022

THIS IS TO CERTIFY that on this 14th day of September, 2022, before me the undersigned Notary Public, personally appeared **Paul Raymond Taylor**, known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she/they acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein mentioned.

14 day of September, 2022, before me the
and **Paul Raymond Taylor**, known to me and to
in and who executed the foregoing instrument
ne/they signed the same freely and voluntarily for



Notary Public in and for Alaska
My commission expires 08/28/2025

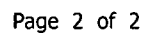


Exhibit "A"

Real property in the County of Homer, State of Alaska, described as follows:

That portion of the Southwest one-quarter of the Southwest one-quarter of the Southeast one-quarter (SW1/4 SW1/4 SE1/4), lying Southwest of the Sterling Highway in Section 29, Township 5 South, Range 14 West, Seward Meridian, Homer Recording District, Third Judicial District, State of Alaska, and

That portion of the Northwest one-quarter of the Northeast one-quarter (NW1/4 NE1/4), lying Southwest of the Sterling Highway and lying Northeast of the Old Sterling Highway in Section 32, Township 5 South, Range 14 West, Seward Meridian, Homer Recording District, Third Judicial District, State of Alaska,

EXCLUDING that portion of the Northwest one-quarter of the Southwest one-quarter of the Northwest one-quarter of the Northeast one-quarter (NW1/4 SW1/4 NW1/4 NE1/4) lying Northeast of the Old Sterling Highway.

MORE PARTICULARLY DESCRIBED AS:

Tract C, HUGHES TOOL CO. DEED OF RECORD BOUNDARY SURVEY, according to the official survey thereof, filed under Plat Number 86-6BS, Records of the Homer Recording District, Third Judicial District, State of Alaska.

Tax Parcel Number: 171-070-31





3999197

(Space Above This Line For Recording Data)

**COMMERCIAL CONSTRUCTION DEED OF TRUST
FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE
DEED OF TRUST**

This COMMERCIAL CONSTRUCTION DEED OF TRUST ("Security Instrument") is made on October 17, 2022 by the grantor(s) ANCHOR BRIDGE, LLC, an Alaska Limited Liability Company, whose address is 440 COLLINWOOD LOOP, FOLEY, Alabama 36535 ("Grantor"). The trustee is FIRST AMERICAN TITLE INSURANCE COMPANY ("Trustee"). The beneficiary is NORTHRIM BANK whose address is PO Box 241489, Anchorage, Alaska 99524-1489 ("Lender"), which is organized and existing under the laws of the State of Alaska. Grantor in consideration of loans extended by Lender and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys and assigns to Trustee, in trust for the benefit of Lender as beneficiary, with power of sale, the following described property located in the Homer Recording District of Third Judicial District, State of Alaska:

Address: 42706 Old Sterling Highway, Anchor Point, Alaska 99556

Legal Description: See Exhibit "A" attached hereto and made a part hereof.

Parcel ID/Sidwell Number: 171-070-31

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures all amounts as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from ANCHOR BRIDGE, LLC, MICHAEL E. HINKLE, MICHAEL A. DANIEL, MARK HAYES, and DAWN HAYES ("Borrower") to Lender howsoever created or arising, whether primary, secondary or contingent together with any interest or charges provided in or arising out of such

indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness"). Without limiting the foregoing, Indebtedness expressly includes the following:

Promissory Note. The principal amount of \$1,204,000.00 evidenced by the promissory note dated October 17, 2022 made by Borrower payable to the order of Lender, and all interest, charges, and other amounts which may be or may become owed as provided under the terms of said promissory note, and any and all amendments, modifications, renewals, extensions, reamortizations, or substitutions thereof. The promissory note, if not paid earlier, will mature on July 17, 2033, unless renewed or extended or the maturity date is accelerated for any reason.

Protective Advances. All amounts advanced by or on behalf of Lender, its successors or assigns, to preserve or protect the Property or fulfill any of the obligations of Grantor, under this Security Instrument or any of the Related Documents, including without limitation, any protective advances made with respect to the Property for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Property and other costs which Lender is authorized by this Security Instrument or any of the Related Documents to pay on behalf of Grantor or Borrower.

Future Advances. To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

Consumer Purpose Loan Exclusion. Notwithstanding anything to the contrary, Indebtedness specifically excludes any obligation pursuant to a credit transaction which was offered or extended primarily for personal, family, or household purposes.

MATURITY DATE. The maturity date of this Security Instrument is July 17, 2043.

CONSTRUCTION LOAN AGREEMENT. This Security Instrument is made in conjunction with a Construction Loan Agreement dated the same date as this Security Instrument and is subject to all of the provisions of the Construction Loan Agreement as if those provisions were fully set forth in this Security Instrument and made a part of it.

WARRANTIES. Grantor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Performance of Obligations. Grantor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

Defense and Title to Property. At the time of execution and delivery of this instrument, Grantor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Grantor covenants that the Property is unencumbered and free of all liens except for encumbrances of record acceptable to Lender. Further, Grantor covenants that Grantor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

Condition of Property. Grantor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

Removal of any Part of the Property. Grantor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

Alterations to the Property. Grantor promises to abstain from the commission of any waste on or in connection with the Property. Further, Grantor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant



improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Grantor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

Due on Sale - Lender's Consent. Grantor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

Insurance. Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. All insurance policies shall include a lender's loss payable endorsement. The insurance company shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days' notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may do so at Grantor's expense. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

Payment of Taxes and Other Applicable Charges. Grantor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Grantor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Grantor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Grantor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Grantor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Grantor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Grantor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Grantor or Grantor's failure to comply fully and timely with environmental laws.

Financial Information. Grantor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Grantor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Grantor.

Lender's Right to Enter. Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Grantor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Grantor.

ASSIGNMENT OF LEASES AND RENTS. Grantor hereby absolutely, presently, unconditionally, and irrevocably grants, transfers, assigns, and sets over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof (collectively the "Leases"), and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due



or to become due (collectively the "Rents"). Grantor intends that this assignment of the Leases and Rents (the "Assignment") constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of this provision, Lender grants to Grantor a revocable license to operate and manage the Property and to collect the Rents, but not more than one month in advance of the due date for any such Rents. Upon an Event of Default (as defined in this Security Instrument), the license granted to Grantor herein shall automatically be revoked and Lender shall immediately be entitled to receive and apply all Rents, whether or not Lender enters upon and takes control of the Property. Grantor hereby grants and assigns to Lender the right, at its option, upon the revocation of the license granted herein to enter upon the Property in person, by agent or by court-appointed receiver to collect the Rents. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, any and all Leases must first be approved by Lender.

Further, Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment and Grantor shall, and hereby agrees, to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. This Assignment shall not operate to place any obligation or liability for the control, care, management, or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Lender responsible or liable for any waste committed on the Property, including without limitation the presence of any hazardous substances, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any lessee, licensee, employee, or stranger.

CONDEMNATION. Grantor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

GRANTOR'S ASSURANCES. At any time, upon a request of Lender, Grantor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

ATTORNEY-IN-FACT. Grantor appoints Lender as attorney-in-fact on behalf of Grantor. If Grantor fails to fulfill any of Grantor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Grantor. This power of attorney shall not be affected by the disability of the Grantor.

DEFAULT. Upon the occurrence of any one of the following events (each, an "Event of Default" or "default" or "event of default"), Lender's obligations, if any, to make any advances will, at Lender's option, immediately terminate and Lender, at its option, may declare all indebtedness of Borrower to Lender under this Agreement immediately due and payable without further notice of any kind notwithstanding anything to the contrary in this Agreement or any other agreement: (a) Borrower's failure to make any payment on time or in the amount due; (b) any default by Borrower under the terms of this Agreement or any other Related Documents; (c) any default by Borrower under the terms of any other agreement between Lender and Borrower; (d) the death, dissolution, or termination of existence of Borrower or any guarantor; (e) Borrower is not paying Borrower's debts as such debts



become due; (f) the commencement of any proceeding under bankruptcy or insolvency laws by or against Borrower or any guarantor or the appointment of a receiver; (g) any default under the terms of any other indebtedness of Borrower to any other creditor; (h) any writ of attachment, garnishment, execution, tax lien or similar instrument is issued against any collateral securing the loan, if any, or any of Borrower's property or any judgment is entered against Borrower or any guarantor; (i) any part of Borrower's business is sold to or merged with any other business, individual, or entity; (j) any representation or warranty made by Borrower to Lender in any of the Related Documents or any financial statement delivered to Lender proves to have been false in any material respect as of the time when made or given; (k) if any guarantor, or any other party to any Related Documents terminates, attempts to terminate or defaults under any such Related Documents; (l) Lender has deemed itself insecure or there has been a material adverse change of condition of the financial prospects of Borrower or any collateral securing the obligations owing to Lender by Borrower. Upon the occurrence of an event of default, Lender may pursue any remedy available under any Related Document, at law or in equity.

REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Grantor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE GRANTOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor.

The parties agree that the remedies available may be inadequate compensation for any loss. Therefore, to the extent allowed by applicable law, in Lender's sole discretion, Lender may seek specific performance of any promise, obligation, or covenant contained in this Security Instrument. Any defense in any action for specific performance that the remedy at law would be adequate is waived.

To the extent allowed by law, all of Lender's rights and remedies, however evidenced and from whichever source they derive, are cumulative in nature. Lender is entitled to exercise any remedy in any order it determines appropriate. Lender may exercise remedies singularly or concurrently.

NO WAIVER. No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise



of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

SUBSTITUTE TRUSTEE. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

JOINT AND SEVERAL LIABILITY. The liability of all parties obligated in any manner under this Security Instrument shall be joint and several, to the extent of their respective obligations.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns, and successors of Grantor.

NOTICES. Unless otherwise required by applicable law or provided under this Security Instrument, any notice or demand given by Lender to any party is considered effective when: (i) it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Such notice or demand shall be sent to the party at the address contained herein or at an alternative address, e-mail address, or facsimile number as may be provided to Lender in writing. Any notice given to Lender must be addressed to Lender at the address contained herein or at an alternative address as may be provided by Lender in writing.

GENERAL WAIVERS. Grantor, to the extent permitted by law, hereby waives (a) notice of acceptance of this Security Instrument, and all notice of the creation, extension of, or accrual of any of the Indebtedness; (b) diligence, presentment, protest, demand for payment, notice of dishonor, notice of intent to accelerate, and notice of acceleration in connection with the Indebtedness or any other obligations now existing or hereafter owing which are secured by this Security Instrument; (c) any requirement that Lender proceed against or pursue any other collateral securing or any other party responsible for some or all of the Indebtedness; (d) any requirement that Lender pursue or exhaust any other remedy available to Lender; (e) any right to request that Lender marshal any other collateral; (f) failure to protect, preserve, or resort to any collateral; and (g) any and all defenses that could be asserted by Grantor, including, but not limited to, any defenses arising out of failure of consideration, breach of warranty, fraud, payment, statute of frauds, bankruptcy, lack of capacity, statute of limitations, Lender liability, unenforceability of any loan document, accord and satisfaction, usury, or the extension, renewal, and modification of the Indebtedness.

Grantor, to the extent permitted by law, further waives and agrees not to assert any and all rights, benefits, and defenses that might otherwise be available under the provisions of the governing law that might operate, contrary to any agreements between Grantor, and Lender, to limit Grantor's liability to Lender, including all defenses of suretyship.

TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN ANY NOTICE REQUIRED HEREIN, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.

WAIVER OF APPRAISEMENT RIGHTS. Grantor waives all appraisement rights relating to the Property to the extent permitted by law.

LENDER'S EXPENSES. Grantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

ASSIGNABILITY. Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Grantor. Grantor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.



GOVERNING LAW. This Security Instrument is governed by the laws of the State of Alaska except to the extent that federal law controls.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

WAIVER OF JURY TRIAL. All parties to this Security Instrument hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Security Instrument or any other instrument, document or agreement executed or delivered in connection with this Security Instrument or the Related Documents.

UNIFORM COMMERCIAL CODE (U.C.C.) Grantor agrees that this Security Instrument shall suffice as a financing statement and may therefore be filed of record as a financing statement for the purposes of Article 9 of the Uniform Commercial Code. Grantor authorizes Lender to file any financing statements required under the Uniform Commercial Code.

CONSTRUCTION FIXTURES. This Security Instrument shall constitute a security agreement as defined in the Uniform Commercial Code (the "Code"), and Grantor hereby grants to Lender a security interest within the meaning of the Code in favor of Lender in all of Grantor's now owned and hereafter acquired goods, building materials, supplies, inventory, equipment, accounts, contract rights, instruments, documents, chattel paper, general intangibles and personal property located at, upon, or in any way related to the construction of improvements or the development or use of the Property. Additionally, this Security Instrument is a "construction mortgage" as this term is defined in the Code because it secures an obligation incurred for the construction of an improvement on land. Lender shall have all of the rights and remedies provided by the Code, including the right to file any financing statements required under the Code and the right to proceed under the Code provisions governing default as to any personal property separately from the real estate included herein, or to proceed as to all of the property included in the Property in accordance with its rights and remedies in respect of said real estate.

ORAL AGREEMENTS DISCLAIMER. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

ENVIRONMENTAL AGREEMENT. Notwithstanding any provision to the contrary in this Security Instrument or the Related Documents, any indebtedness or covenants under the Environmental Agreement, or any other environmental agreements, are not secured by this Security Instrument.

CONTROLLED SUBSTANCES - Marijuana. You shall not engage in any activities that violate or could violate any Controlled Substances Laws, or use, or permit the use or occupancy of the property, or enter into, consent to or permit any lease, sublease, license or other agreement relating to, the property, in any manner that violates or could violate any Controlled Substances Laws, including, without limitation, any business, communications, financial transactions or other activities related to Controlled Substances or a Controlled Substances use that violate or could violate any Controlled Substances Laws. This prohibition includes use, possession, cultivation, growth, creation, production, manufacture, storage, handling, distribution or sale of Controlled Substances. "Controlled Substances Laws" means the Federal Controlled Substances Act (21 U.S.C. §801 et seq.) or any other similar or related federal, state or local law, ordinance, code, rule, regulation or order. "Controlled Substances" means controlled substances as defined in the Federal Controlled Substances Act or that otherwise are illegal or regulated under any Controlled Substance Laws, and includes marijuana or cannabis or products made or derived from marijuana or cannabis products derived from marijuana or cannabis. Notwithstanding any provision in any Agreement, Note, or this Security Instrument to the contrary, no direct or indirect disclosure by you to Lender or to any person affiliated with Lender, and no knowledge of Lender or any person affiliated with Lender, of the use of the property in a manner that violates or could violate



Controlled Substances Laws shall at any time estop Lender or waive Lender's right to invoke any remedy for a violation of this provision.

By signing this Security Instrument, each Grantor acknowledges that all provisions have been read and understood.

ANCHOR BRIDGE, LLC


By: MICHAEL E. HINKLE Date 1/10/22
Its: MANAGER

BUSINESS ACKNOWLEDGMENT

STATE OF ~~ALASKA~~ ^{ALM} Alabama
~~JUDICIAL DISTRICT~~ ^{ALM} County of Baldwin

This instrument was acknowledged on the 19th day of Oct. 2022, by MICHAEL E. HINKLE, MANAGER on behalf of ANCHOR BRIDGE, LLC, an Alaska Limited Liability Company, who personally appeared before me.

In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: 12-14-24

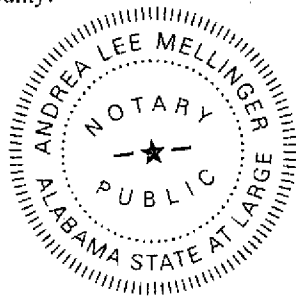
residing at 16158 Masada Ct., Loxley, AL 36551

Baldwin County.

in Alabama Identification Number

County ~~AK~~ ^{ALM}

(Official Seal)



THIS INSTRUMENT PREPARED BY:
NORTHRIM BANK
P.O. BOX 241489
ANCHORAGE, AK 99524

AFTER RECORDING RETURN TO:
NORTHRIM BANK
P.O. BOX 241489
ANCHORAGE, AK 99524



EXHIBIT A

The Land referred to herein below is described as follows:

That portion of the Southwest one-quarter of the Southwest one-quarter of the Southeast one-quarter (SW1/4 SW1/4 SE1/4), lying Southwest of the Sterling Highway in Section 29, Township 5 South, Range 14 West, Seward Meridian, Homer Recording District, Third Judicial District, State of Alaska, and

That portion of the Northwest one-quarter of the Northeast one-quarter (NW1/4 NE1/4), lying Southwest of the Sterling Highway and lying Northeast of the Old Sterling Highway in Section 32, Township 5 South, Range 14 West, Seward Meridian, Homer Recording District, Third Judicial District, State of Alaska,

EXCLUDING that portion of the Northwest one-quarter of the Southwest one-quarter of the Northwest one-quarter of the Northeast one-quarter (NW1/4 SW1/4 NW1/4 NE1/4) lying Northeast of the Old Sterling Highway.

MORE PARTICULARLY DESCRIBED AS:

Tract C, HUGHES TOOL CO. DEED OF RECORD BOUNDARY SURVEY, according to the official survey thereof, filed under Plat Number 86-6BS, Records of the Homer Recording District, Third Judicial District, State of Alaska.



HOMER ELECTRIC ASSOCIATION, INC.

HOMER, ALASKA

HOMER

Serial No. 65-125

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that I (We), the undersigned Sno. S. Caldwell
E. L. Brooks, for a good and valuable consideration,
the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and deliver unto the
HOMER ELECTRIC ASSOCIATION, INC., an Alaska cooperative corporation of Homer, Alaska, here-
inafter called the "Cooperative" and to its successors, assigns and licensees, a sole and exclusive easement
for the purpose of constructing, operating and maintaining electric transmission and distribution lines, and
telephone lines, through, over, in, and across the lands of the undersigned, situated in the Homer
Recording Precinct, Third Division, State of Alaska, and more particularly described as follows:

Sec 29 S 1/2 SE 1/4 T 5 S R 14 W Seward Meridian
Alaska

RECORDED - FILED	
<u>Homer</u> REC. DIST.	
DATE	<u>3-4</u> 19 <u>65</u>
TIME	<u>2:47</u> P M
Requested by	<u>HEA</u>
Address	<u>Homer</u>

AND specifically, there is hereby granted to the said "Cooperative", its successors, assigns and licensees, the sole and exclusive right to construct, operate, and maintain any and all facilities for said electric transmission and distribution lines, and telephone lines, through, over, in, and across said property as may be from time to time necessary or desirable for the exclusive use and enjoyment of such easement, including the right of ingress and egress to said property, and the right to cut and keep clear of all trees, shrubbery, undergrowth and other obstructions on said property as may be required for the construction, operation and maintenance of such facilities.

TO HAVE AND TO HOLD the same to the "Cooperative", its successors, assigns and licensees, FOREVER.

THE Cooperative agrees, in constructing, operating and maintaining said lines, to do such work in such a way as not to damage said real property any more than may be necessary to carry out the purpose of this easement.

THE UNDERSIGNED agree(s) that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative expense shall remain the property of the Cooperative and removable at the option of the Cooperative.

THE UNDERSIGNED covenant(s) that (they are) (he is) the owner(s) of the above-described lands, and that the said lands are free and clear of encumbrances and liens of whatsoever character except those

held by the following persons:

IN WITNESS WHEREOF, the undersigned (have) (has) set (their) (his) hand(s) and seal(s) this

16th day of March, 1965.

2 Witnesses:

1. Wm. O. Meadowell (L.S.)
2. Mrs. Jennie Smith (L.S.)

Consumers:

1. E. L. Brooks (L.S.)
2. Sno. S. Caldwell (L.S.)
3. _____ (L.S.)
4. _____ (L.S.)

UNITED STATES OF AMERICA
STATE OF ALASKA

} ss.

THIS IS TO CERTIFY that on this _____ day of _____, 1965 before me, a Notary Public in and for the State of Alaska, residing therein, duly commissioned and sworn, personally appeared _____ (unmarried) (husband and wife), known to be to be the identical individual(s) described in and who executed the foregoing instrument, and (he) (they) personally acknowledged to me that (he) (they) executed the same freely and voluntarily for the uses and purposes therein specified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the above-named State the day and year in this certificate first above written.

Notary Public for Alaska, residing at _____

My commission expires: _____

RIGHT-OF-WAY EASEMENT

T55, R14 W 23

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

John & Juanita Ruby (husband and wife), for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto the HOMER ELECTRIC ASSOCIATION, INC., a cooperative corporation, (hereinafter called the "Cooperative") whose post office address is Homer, Alaska, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the ~~HOMER~~ Recording Precinct, Third Division, Territory of Alaska, and more particularly described as follows:

1/2 SE 1/4 Sec. 29. E 1/2 NE 1/4 NE 1/4, NW 1/4 NE 1/4 NE 1/4, E 1/2 SW 1/4 NE 1/4 NE 1/4, NW 1/4 SW 1/4 NE 1/4, N 1/2 NW 1/4 NE 1/4, NE 1/4 SE 1/4 NW 1/4 NE 1/4, W 1/2 SE 1/4 NW 1/4 NE 1/4, E 1/2 SW 1/4 NW 1/4 NE 1/4 Sec 32 Twp. 55. R14W. S.M. 150 acres

and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

THE UNDERSIGNED agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

THE UNDERSIGNED covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons: _____

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 21 day of September, 1953.

Signed, sealed and delivered in the presence of:

Linton H. Sackman

Maurice K. Laegre

John S. Ruby (L.S.)

Juanita S. Ruby (L.S.)

(L.S.)

(L.S.)

UNITED STATES OF AMERICA)
TERRITORY OF ALASKA) ss:

THIS IS TO CERTIFY that on this 17th day of September, 1953, before me, a Notary Public in and for the Territory of Alaska, residing therein, duly commissioned and sworn, personally appeared John S. Ruby and Juanita S. Ruby

J. Ruby (husband and wife), known to me to be the identical individual(s) described in and who executed the foregoing instrument, and ~~(we)~~ (they) personally acknowledged to me that ~~(we)~~ (they) executed the same freely and voluntarily for the uses and purposes therein specified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the above-named Territory the day and year in this certificate first above written.

FILED FOR RECORDING

Sept 19 1953 at 11 P.M.

Vol 17 Page 33

Homer Recording Precinct

Terr. of Alaska

At the Request of H. E. F.

Maurice K. Laegre
Notary Public, Territory of Alaska,

residing at Homer, Alaska

My commission expires: _____

Notary Public for Alaska. My
Commission Expires Aug. 23, 1955.

13

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Land Office at Anchorage, Alaska, is now deposited in the Bureau of Land Management, whereby it appears that pursuant to the act of May 20, 1862 (12 Stat. 392), the claim of John Sylvester Ruby has been established and that the requirements of law pertaining to the claim have been met, for the following described land:

Seward Meridian, Alaska.

T. 5 S., R. 14 W.,

Sec. 29, S $\frac{1}{2}$ SE $\frac{1}{4}$:

Sec. 32, E $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$,
NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$,
W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$.

The area described contains 150 acres, according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management.

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, DOES HEREBY GRANT unto the said John Sylvester Ruby, and to his heirs, the tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said John Sylvester Ruby, and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States.

There is, also, reserved to the United States a right-of-way for the construction of railroads, telegraph and telephone lines in accordance with the Act of March 12, 1914 (38 Stat. 305).

#14

Anchorage 024496

4-1044
(July 1902)

There is reserved from the lands hereby granted, a right-of-way thereon for roads, roadways, highways, tramways, trails, bridges, and appurtenant structures constructed or to be constructed by or under authority of the United States or of any State created out of the Territory of Alaska, in accordance with the Act of July 24, 1947 (61 Stat. 418).

Excepting and reserving, also, to the United States all the coal in the lands so patented, and to it or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of March 8, 1922 (42 Stat. 415).

Except that this patent shall not convey the oil and gas rights as to the ~~SW~~ of said Sec. 29 in oil and gas lease Anchorage 024337 and as to the ~~E~~~~N~~~~E~~~~N~~~~E~~, ~~N~~~~W~~~~N~~~~E~~~~N~~~~E~~, ~~E~~~~S~~~~W~~~~N~~~~E~~~~N~~~~E~~, ~~N~~~~W~~~~S~~~~W~~~~N~~~~E~~~~N~~~~E~~, ~~N~~~~S~~~~W~~~~N~~~~E~~~~N~~~~E~~, ~~N~~~~E~~~~S~~~~E~~~~N~~~~N~~~~E~~~~N~~~~E~~, ~~N~~~~S~~~~E~~~~S~~~~N~~~~N~~~~E~~~~N~~~~E~~, ~~E~~~~S~~~~W~~~~N~~~~N~~~~N~~~~E~~~~N~~~~E~~ of said Sec. 32 in oil and gas lease Anchorage 024344 until said leases shall terminate or be relinquished, but upon such termination or relinquishment of the said leases, all the rights and interests to the oil and gas deposits in the above described lands shall automatically vest in the patentee, his successors and assigns.

IN TESTIMONY WHEREOF, the undersigned officer of the Bureau of Land Management, in accordance with section 1 of the act of June 17, 1948 (62 Stat. 476; 43 U. S. C. sec. 15), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

(SEAL)

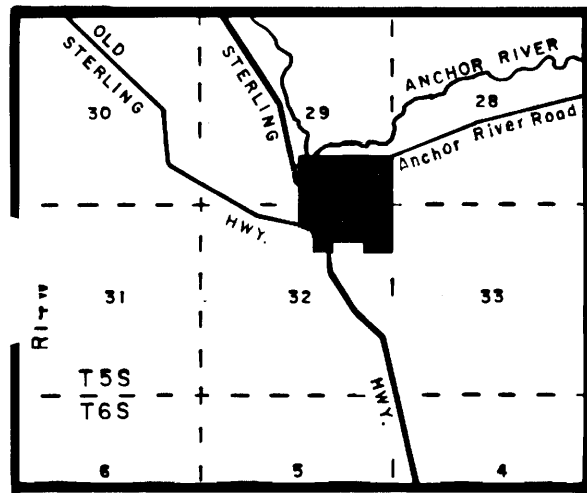
GIVEN under my hand, in the District of Columbia, the
EIGHTH day of AUGUST in the year of
our Lord one thousand nine hundred and FIFTY-SIX
and of the Independence of the United States the one hundred and
EIGHTY-FIRST.

For the Director, Bureau of Land Management.

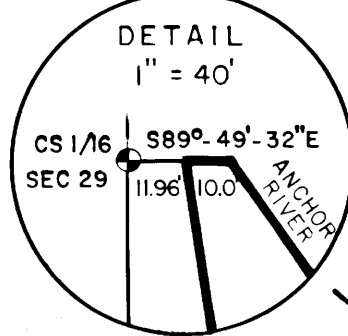
By Rose M. Beall
Chief, Patents Section.

No 2216
FILED IN THE OFFICE OF THE
RECORDED IN 52 4 106
10-13-14

RECORD OF PATENTS: Patent Number 1162891



P.O.B. 27 Clam Gulch, Ak.99568



HUGHES TOOL CO. DEED OF RECORD BOUNDARY SURVEY

(H.R. DEED B48 - PG. 229 MAR. 4, 1968)
LOCATED IN S1/2 SE1/4 SEC.29 AND N1/2 NE1/4 SEC.32, T5S, R14W, S.M., HOMER, AK.
EXCLUDING W1/2 SW1/4 NW1/4 NE1/4, SE1/4 SE1/4 NW1/4 NE1/4, & SW1/4 SW1/4 NE1/4 NE1/4 SEC.32
BY HUGHES TOOL CO. 6500 TEXAS COMMERCE TOWER, HOUSTON, TEXAS 77002
Lafleur's Lagniappe Too Subd.

VICINITY MAP PLAT APPROVAL

This plat was approved by the Kenai Peninsula Borough Planning Commission on JAN 6, 1986 for recording by the State Recorder as a Deed of record Boundary Survey.
BY Richard O. Dwyer 1-7-86
AUTHORIZED OFFICIAL DATE

LEGEND

SCALE 1" = 200' AREA = 133.94 AC. 12-12-85

- ✚ - 1918 brass cap mon. by GLO, found
- - Unmarked 3" aluminum cap mon. 1300-S, found
- - 1984 3" aluminum cap mon. by 3686-S, found
- ⊙ - Brass cap mon. by 268-S, set
- o - 1/2" x 2' rerod set
- ⋈ - Aluminum cap rerod, found
- ≡ - Swampy ground
- - 8" x 8" x 40" Conc. ROW mon found

NOTE

A building setback of 20' from all street r.o.w.'s is required unless a lesser standard is approved by a resolution of the appropriate planning commission. Building setback line to be the limit of utility easements along streets. Anchor River Access Road is according to information from State of Alaska Dept. of Hwys. R.O.W. Map Project No. X-11870.

CURVES

1 A-13°-40' R-459' C-109.23' T-55' L-109.48'	2 A-9°-55' R-1005' C-157.7' T-79.1' L-157.87'	3 A-9°-55' R-1382' C-238.9' T-119.9' L-239.19'	4 A-42°-00' R-523' C-374.85' T-200.76' L-383.38'	5 A-16°-33'-53" R-623' C-179.49' T-90.69' L-180.11' BC-S56°-01'-57"W
6 A-27°-15' R-359' C-169.14' T-87.02' L-170.74'	7 A-27°-15' R-459' C-216.25' T-111.26' L-218.30'	8 A-31°-37'-08" R-408' C-222.31' T-115.53' L-225.16'	9 A-31°-37'-08" R-308' C-167.82' T-87.21' L-169.97'	10 A-29°-30'-18" R-1013.92' C-516.38' T-266.99' L-522.13' BC-N27°-24'-51"W
11 A-6°-51'-29" R-1213.92' C-145.21' T-72.74' L-145.30' BC-S38°-44'-15"E	12 A-18°-42'-34" R-1557.31' C-506.3' T-256.55' L-508.53' BC-S32°-48'-43"E	13 A-48-30'-24" R-1769.31' C-1311.45' T-706' L-1343.49'	14 A-17°-56'-49" R-1569.31' C-489.55' T-247.81' L-491.56' BC-S14°-29'-02"E	15 A-2°-13'-48" R-1569.31' C-61.08' T-30.54' L-61.08' BC-S0°-12'-57"W

OWNER'S CERTIFICATE AND DEDICATION

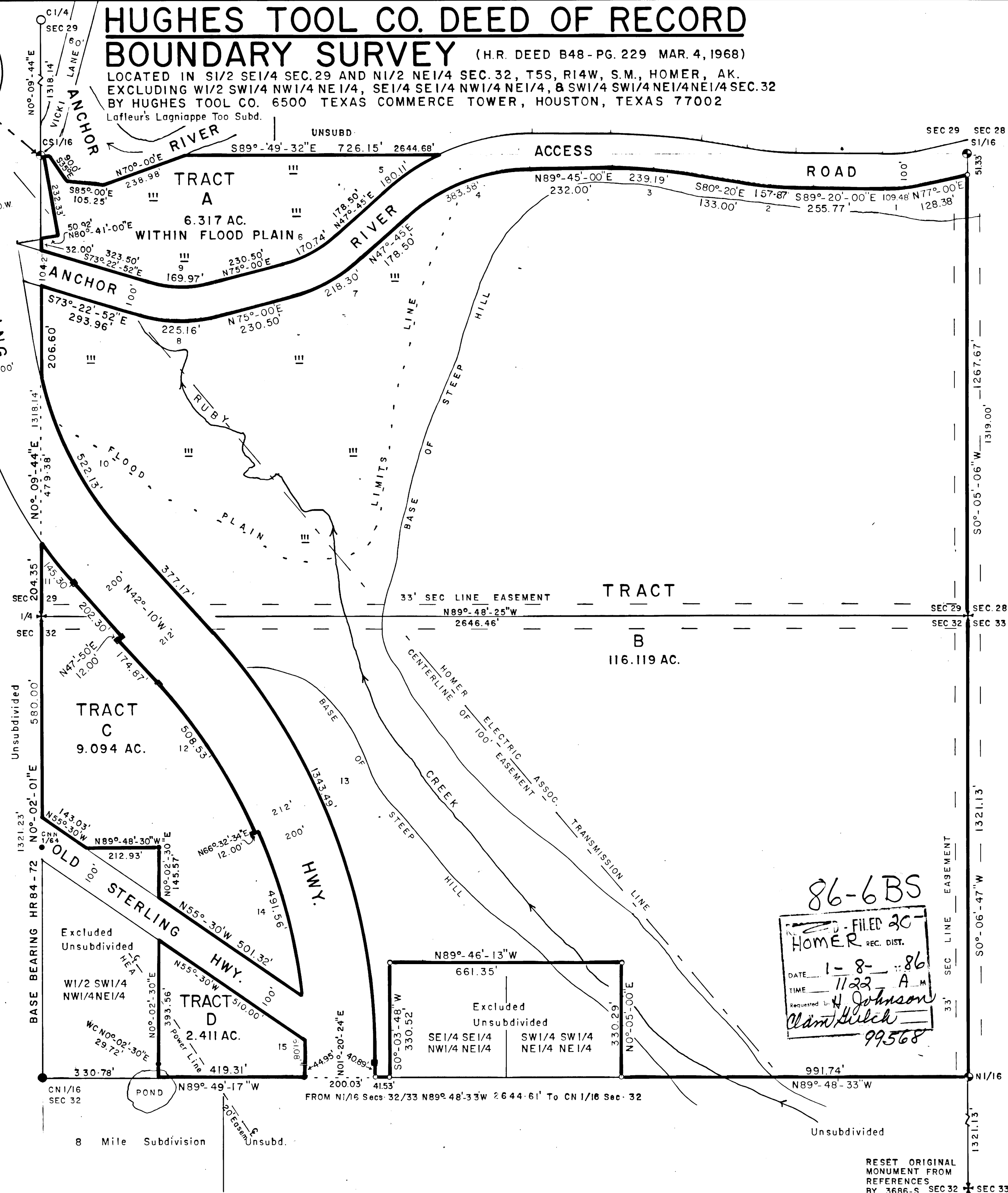
We hereby certify that we are the owners of the property shown and described hereon, and that we hereby adopt this plan of subdivision, and dedicate all rights of ways to public use and grant all easements to the uses shown.

OWNER OF RECORD HUGHES TOOL COMPANY 6500 TEXAS COMMERCE TOWER
printed name and address HOUSTON, TEXAS 77002
By: James M. Tidwell James M. Tidwell
signature vice president

NOTARY'S CERTIFICATE

Subscribed and sworn to before me this 18th day of December, 1985
Notary Public for the State of Texas
For HUGHES TOOL COMPANY "OWNERS" my commission expires 4-24-88

Cheryl M. Cumming
Notary Public for the State of Texas
My Commission Expires April 24, 1988



86-6BS
FILED 20
HOMER SEC. DIST.
DATE 1-8-86
TIME 11:22 A.M.
Requested by H. Johnson
Clam Gulch
99568

RESET ORIGINAL
MONUMENT FROM
REFERENCES
BY 3686-S SEC 32

☆ 17107031

Information

[Learn more about real property assessments here.](#)

[View more detailed assessment info for this parcel here.](#)

PARCEL ID	17107031
PLAT	NONE
PHYSICAL ADDRESSES	42706 Old Sterling Hwy
OWNER	ANCHOR BRIDGE LLC
MAILING ADDRESS	440 COLLINWOOD LOOP
MAILING CITY	FOLEY
MAILING STATE	AL
MAILING ZIP	36535
OWN TYPE	Private
USE TYPE	Commercial
2026 CERTIFIED LAND VALUE	63,200
2026 CERTIFIED IMPROVEMENT VALUE	410,900
2026 CERTIFIED ASSESSED VALUE	474,100
2026 APPLIED EXEMPTION	0
2026 CERTIFIED TAXABLE VALUE	474,100
TAX PARCEL DESCRIPTION	T 5S R 14W SEC 29 & 32 SEWARD

