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VALDEZ  
RECEPTION NO. 65-261

BOOK 52 PAGE 26/42  
Valdez Recording District

WF-1089

URBAN RENEWAL PLAN

VALDEZ URBAN RENEWAL AREA

PROJECT NO. ALASKA R-22

VALDEZ, ALASKA

JUNE 1, 1964

REVISED JULY 1964

ALASKA STATE HOUSING AUTHORITY

BOX 179

ANCHORAGE, ALASKA

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RECEPTION NO. 65-261

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URBAN RENEWAL PLAN  
VALDEZ URBAN RENEWAL AREA  
PROJECT NO. ALASKA R-22  
VALDEZ, ALASKA

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**B. DESCRIPTION OF THE PROJECT'****1. Boundaries of the Urban Renewal Area.**

- a. **Boundary Description:** The Valdez Urban Renewal Area is located in the City of Valdez, State of Alaska, and is described as follows:

All areas within the corporate limits of the City of Valdez, Alaska, as of ~~May 1, 1964~~  
*April 28, 1964*

- b. **Boundary Map (See Exhibit 1):** The perimeter boundary of the project, described in narrative form in preceding section B. 1.a. is clearly illustrated and firmly established on the Boundary Map, Exhibit 1, of this Urban Renewal Plan.

**2. Types of Proposed Renewal Action**

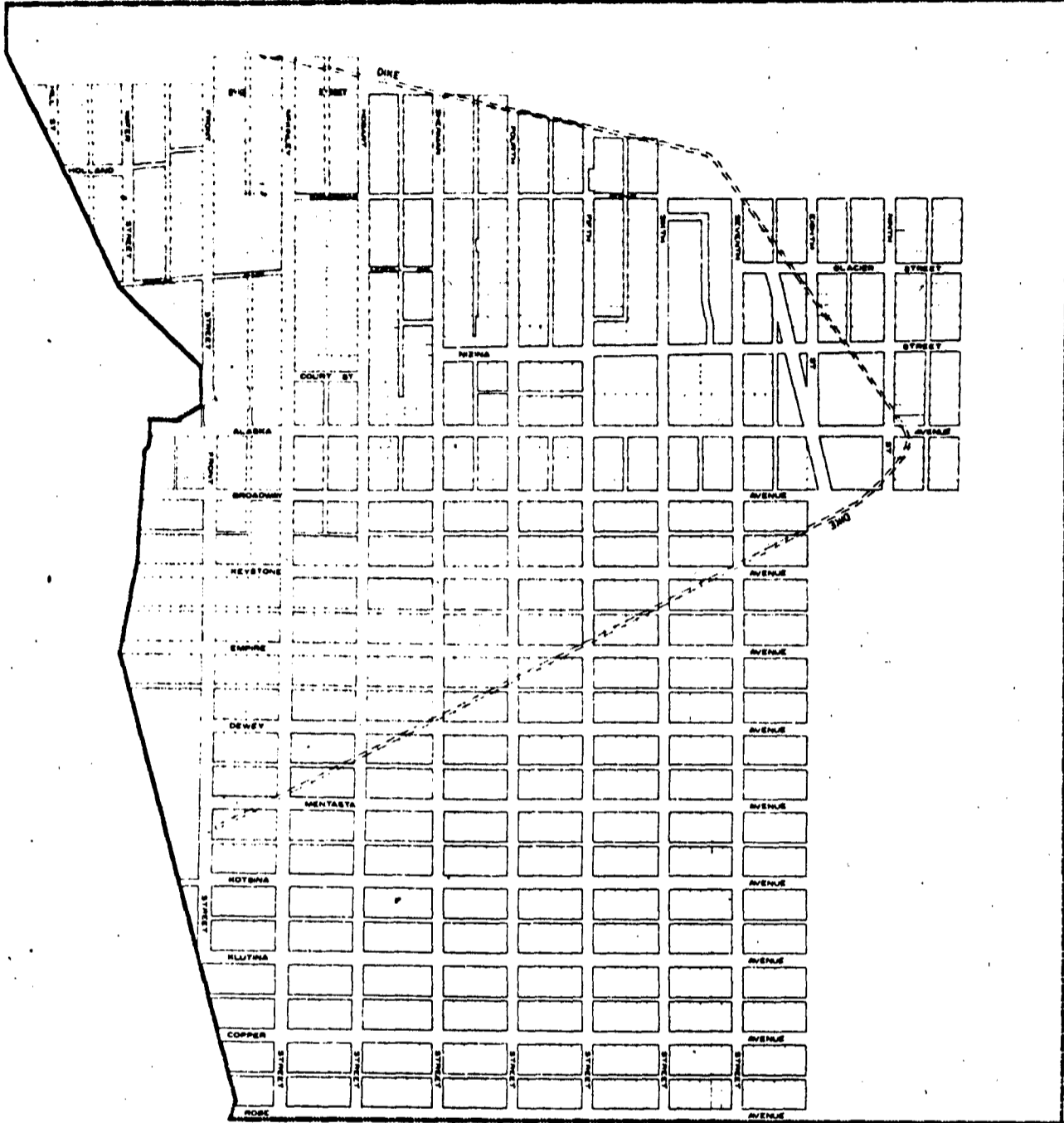
- a. Acquisition and clearance by the Alaska State Housing Authority of structures damaged by the effects of the earthquake of March 27, 1964, to such an extent that it is not economically feasible to relocate such structures to suitable sites.
- b. Acquisition and relocation to suitable sites by the Alaska State Housing Authority of structures damaged by the effects of the earthquake of March 27, 1964, but which could be economically relocated and renovated.
- c. Acquisition and relocation to suitable sites by the Alaska State Housing Authority of structures in the project area not damaged by the earthquake of March 27, 1964, but which are located on land which is unstable as determined by geological studies.
- d. Relocation to suitable sites and renovation of salvable structures by their owners.
- e. Redevelopment of cleared area for public use, including public open space, park and recreational use.

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VALDEZ  
MAP

CITY OF VALDEZ  
URBAN RENEWAL PROJECT  
ALASKA R-22  
BOUNDARY MAP  
PROJECT BOUNDARY

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Valdez Recording District

City of Valdez, Alaska  
Planning Department  
1000 Broadway  
Valdez, Alaska 99686  
Phone: 344-2100

C. LAND USE PLAN

1. Land Use Plan Map (See Exhibit 2). Existing and proposed street right-of-way and planned uses are shown.

2. Land Use Provisions and Building Requirements.

a. Permitted land uses in the Urban Renewal Area are as follows:

Due to the unstable subsurface conditions which exist in the project area, the entire urban renewal area will be used for public uses, such as public open space, park and recreation use.

b. 1) Controls and restrictions to be imposed by the Plan on the sale, lease or retention of all real property acquired are as follows:

a) No permanent dwelling structures of any type shall be erected in the project area.

b) No structures of any type shall be erected in that portion of the project area designated "Hazard Area" except that public toilet facilities, in connection with the recreational use of this portion of the project area may be erected.

2) Requirements and conditions under which project buildings may be relocated off-site are as follows:

a) The Alaska State Housing Authority shall find that the structure to be relocated is structurally sound and upon being relocated will comply or can be made to comply with the building code, plumbing code, electrical code, subdivision regulations, zoning ordinance and minimum housing ordinance of the City of Valdez.

b) The Alaska State Housing Authority shall find that the area in which the building would be moved shall not be a deteriorated area.

c) The Alaska State Housing Authority shall find that the structure to be moved shall be compatible with the area into which it is to be moved and will not produce any blighting influences to the area.

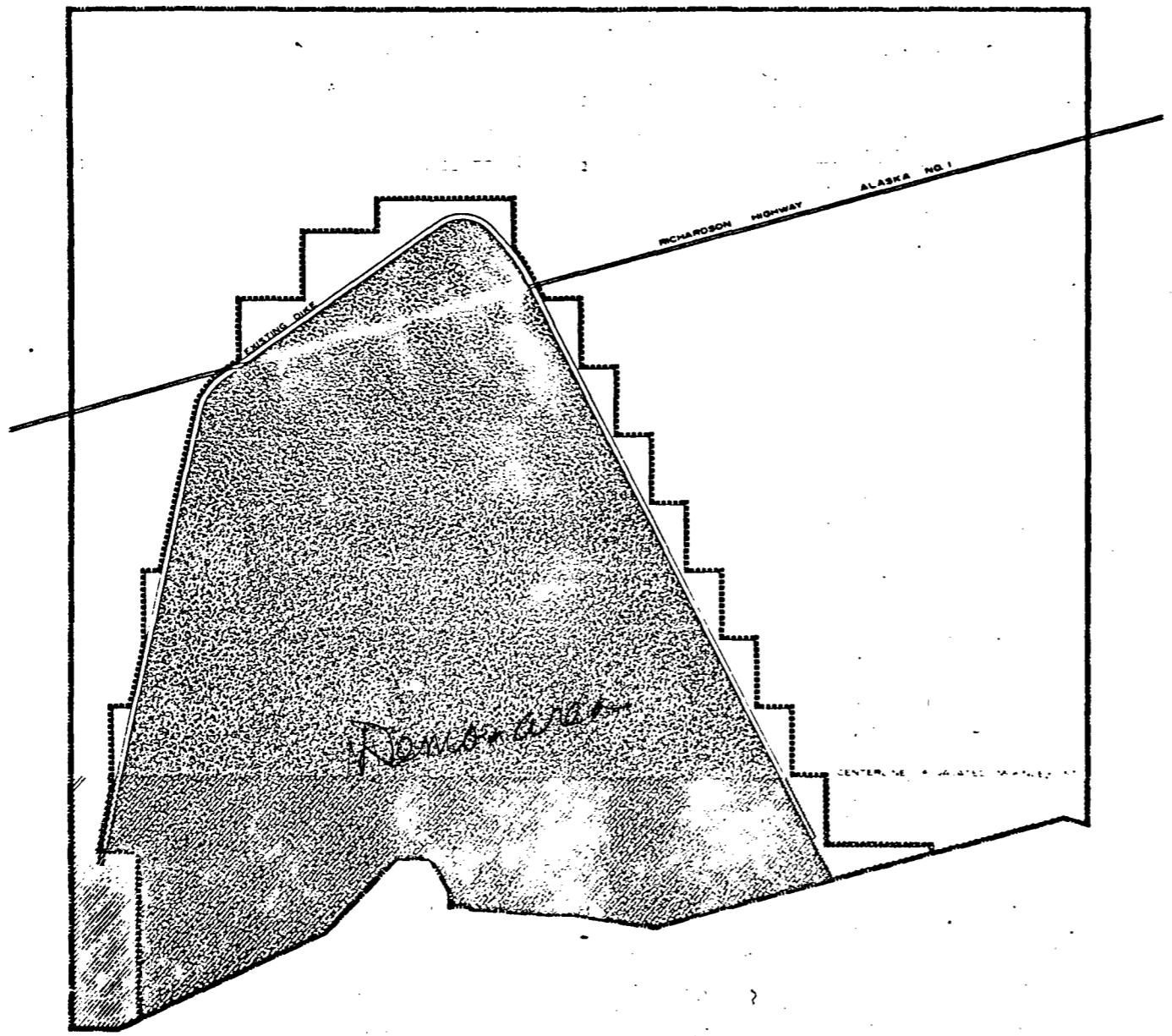
d) The Alaska State Housing Authority shall find that the area into which the structure is to be moved contains sound environmental factors such as adequate streets, other public utilities and community facilities.

e) The Alaska State Housing Authority shall find, based upon geological studies, that the sub surface of the area in which the building would be moved is sufficiently stable to provide a fully adequate foundation for said building.

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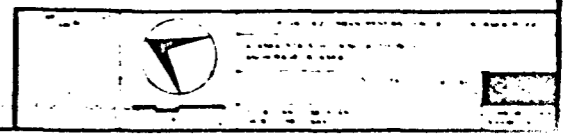
CITY OF VALDEZ  
URBAN RENEWAL PROJECT  
ALASKA R-22

- LAND USE PLAN
- PROJECT BOUNDARY
  - CLEARANCE BOUNDARY
  - ▨ PUBLIC USE (open space-recreational uses and related public buildings)
  - ▧ HAZARD AREA
  - RESTRICTED USE (no permanent structures permitted)



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c. Initiation and Duration of Land Use Provisions and Building Requirements.

The land use provisions and building requirements set forth in Section C.2. above, will be in full force and effect when they are approved by the City Council of the City of Valdez. They will continue in such force and effect for a period of fifty years from that date.

d. Applicability of Land Use Provisions and Building Requirements to real Property Not to Be Acquired.

All privately owned real property within the project area shall be acquired and made subject to the land use provision in Section C.2 above. Any publicly owned property in the project area which property is not acquired shall be made subject to the land use provisions of Section C.2 above by agreement.

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D. PROJECT PROPOSALS

1. Land Acquisition

a. Real property to be acquired for:

- 1) Clearance and redevelopment
- 2) Public facilities

is identified on the following Land Acquisition Map (See Exhibit 3).

b. Conditions Under Which Properties Not Designated for Acquisition May be Acquired.

All developed or improved property within the Project is to be acquired. Any vacant and unimproved property within the Project Area which is not designated for acquisition on the Land Acquisition Plan may be acquired if found necessary to carry out the objectives of the Urban Renewal Plan.

c. Condition Under Which Properties Identified to be Acquired May be Exempted from Acquisition.

No property identified to be acquired shall be exempted from acquisition.

2. Rehabilitation and Conservation (Not Applicable)

3. Redevelopers' Obligations

The land acquired by the Alaska State Housing Authority will be disposed of for public use, principally for public open space, park and recreational purposes subject to an agreement between the Authority and the Redeveloper. The Redeveloper will be required by the contractual agreement to observe the Land Use and Building Requirement provisions of this Urban Renewal Plan and to submit a redevelopment schedule satisfactory to the Alaska State Housing Authority. The Redeveloper will not be permitted to defer the start of construction for a period longer than that required for the preparation of necessary redevelopment plans and the approval of such plans by the Alaska State Housing Authority.

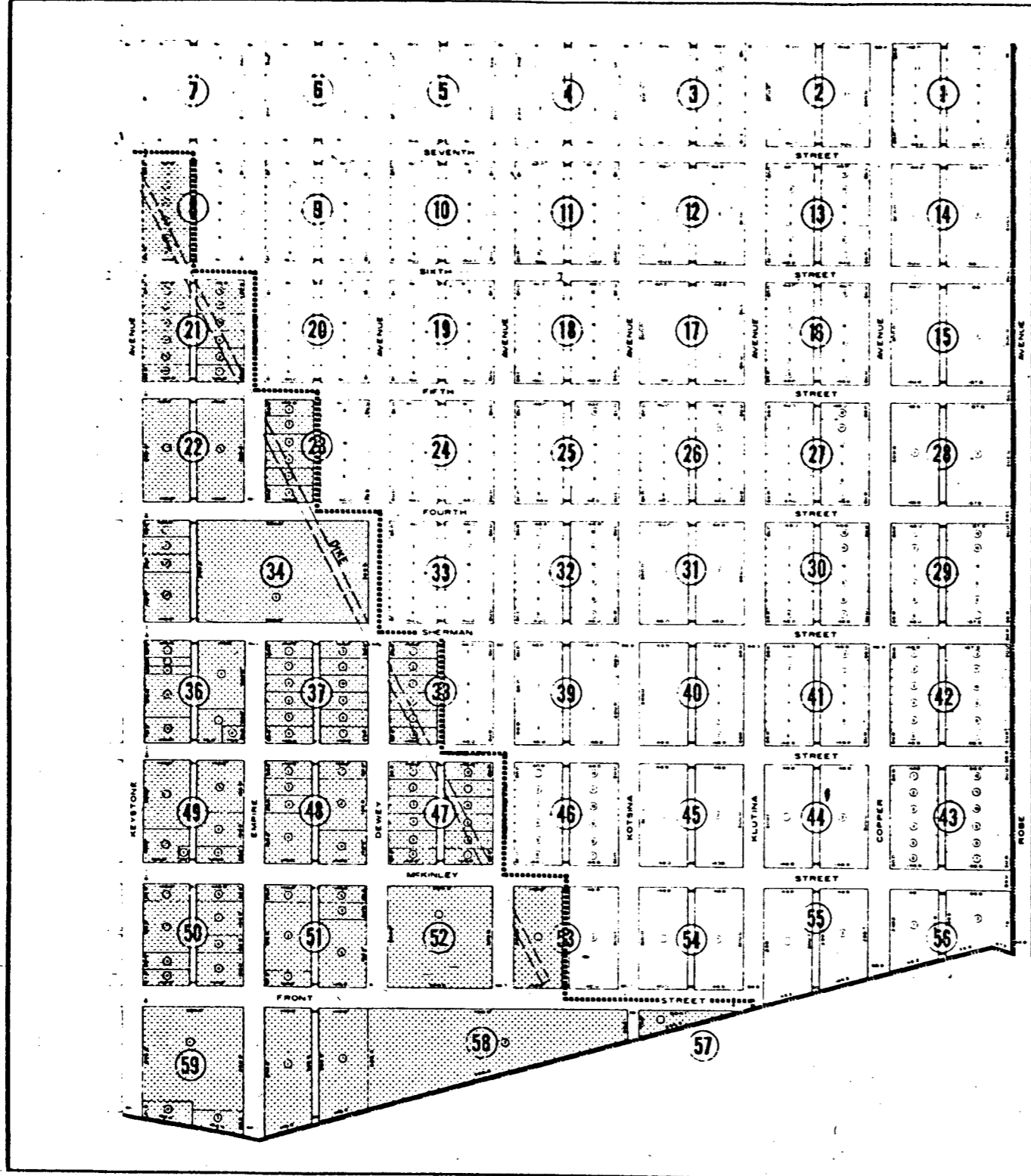
In addition, the following provisions will be included in the agreement:

- a. That the Redeveloper will submit to the Alaska State Housing Authority a plan and schedule for the proposed development.
- b. That the purchase of the land is for the purpose of redevelopment and not for speculation.
- c. That the land will be developed in conformity with the provisions of the Urban Renewal Plan.



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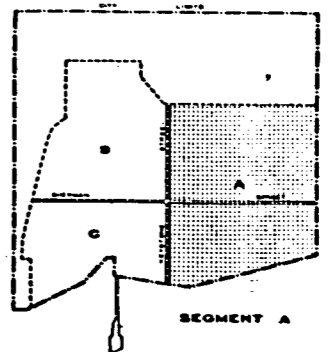
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CITY OF VALDEZ

URBAN RENEWAL PROJECT  
ALASKA R-22

LAND ACQUISITION PLAN

- PROJECT BOUNDARY
  - - - - - CLEARANCE BOUNDARY
  - ▨ PARCELS TO BE ACQUIRED
  - STREETS TO BE VACATED
  - ① BLOCK NUMBER
  - ⊙ PARCEL NUMBER
- ALL STREETS IN CLEARANCE BOUNDARY TO BE VACATED



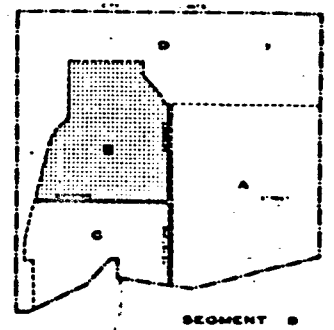
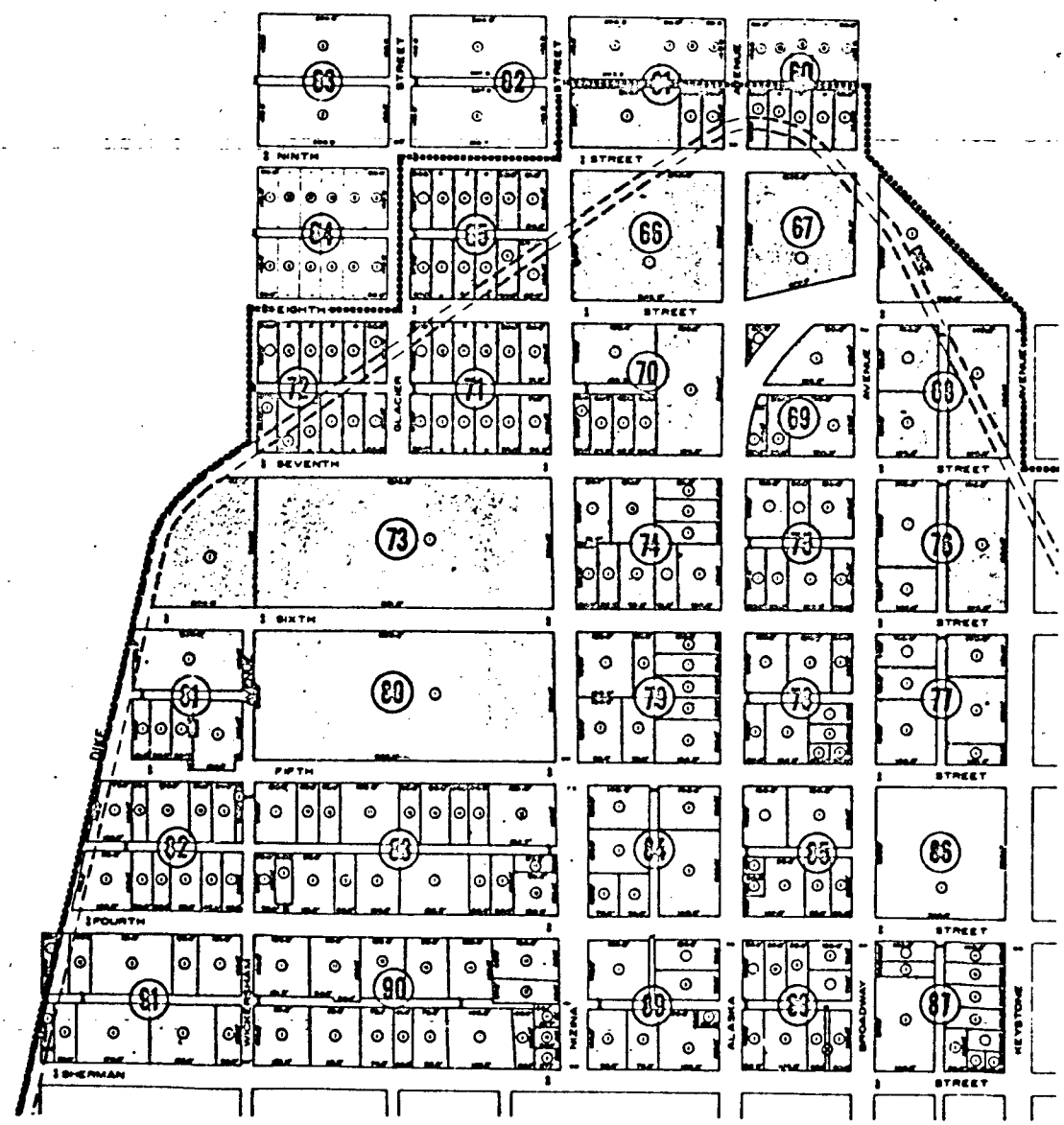
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	ALASKA STATE HOUSE AUTHORITY ANCHORAGE, ALASKA
	CITY ENGINEER: [Signature]
	DATE: [Date]

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RECEPTION NO. 65-261

CITY OF VALDEZ  
URBAN RENEWAL PROJECT  
ALASKA R-22

LAND ACQUISITION PLAN

- CLEARANCE BOUNDARY
- ▭ PARCELS TO BE ACQUIRED
- STREETS TO BE VACATED
- ① BLOCK NUMBER
- PARCEL NUMBER
  
- ALL STREETS IN CLEARANCE BOUNDARY TO BE VACATED



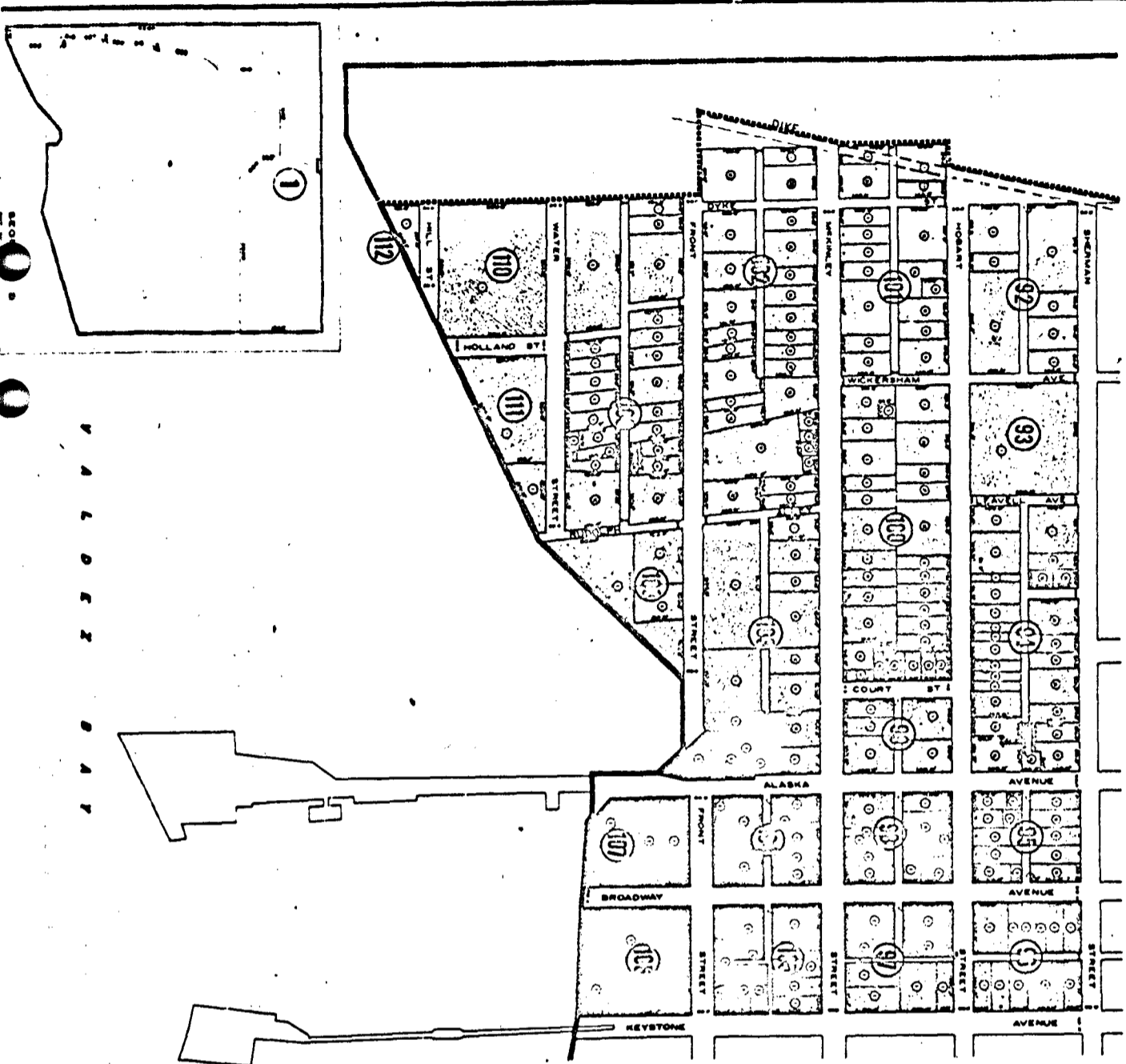
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City of Valdez	Valdez Recording District
Alaska State Planning & Development	Alaska State Planning & Development
Valdez, Alaska	Valdez, Alaska
Project No. 65-261	Project No. 65-261
Map No. 10	Map No. 10

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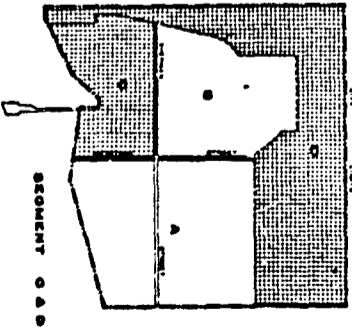
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CITY OF VALDEZ  
URBAN RENEWAL PROJECT  
ALASKA R-22

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- LAND ACQUISITION PLAN
- PROJECT BOUNDARY
  - CLEARANCE BOUNDARY
  - PARCELS TO BE ACQUIRED
  - STREETS TO BE VACATED
  - ① BLOCK NUMBER
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● ALL STREETS IN CLEARANCE BOUNDARY TO BE VACATED



CEMENT Q&P

City of Valdez, Alaska  
 Valdez Recording District  
 Valdez, Alaska  
 Valdez, Alaska  
 Valdez, Alaska

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VALDEZ  
RECEPTION NO. 65-2161

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VALDEZ  
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- d. That the Redevelopers, their successors or assigns, agree that there will be no discrimination against any person or group of persons on account of race, creed, color, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises therein conveyed or improvements constructed thereon, nor will the Redeveloper himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, or vendees in the premises therein conveyed or improvements constructed or to be constructed thereon. The above provisions will be perpetual and will run with the land disposed of within the urban renewal area by the Alaska State Housing Authority.

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**E. OTHER PROVISIONS NECESSARY TO MEET STATE AND LOCAL REQUIREMENTS.**

1. The City Council of the City of Valdez has certified that the project area is in need of redevelopment or rehabilitation as a result of the earthquake of March 27, 1964, respecting which the governor has certified the need for disaster assistance under federal law, thereby dispensing with the requirements of AS 18.55.530 (a) (c) (e) (f) (g) (h) (i) (j)
2. The City Council of the City of Valdez has, by resolution, declared the project area to be a slum or blighted area in need of redevelopment.
3. The boundaries of the project area are described in section b=1 above.
4. A map showing the existing uses and conditions of the real property in the project area is shown on the Project Area Map (Code 213, ex. 4)
5. A land use plan showing proposed uses of the project area is set forth in Section C.
6. The standards of population density, land coverage and building density will be the maximum allowed under local, state, federal and all other applicable rules and regulations pertaining to an open land space use.
7. All changes required to be made in zoning ordinances as maps, street layouts, street levels or grades and building codes are set forth in sections C and D.
8. The land use plan (code C 213, ex. 2) sets forth the site plan for the project area.
9. There will be no additional public facilities or utilities required to support the new land uses in the project area after redevelopment.
10. All other provisions necessary to meet state and local requirements have been compiled within this urban renewal plan.

**F. PROCEDURE FOR CHANGES IN THE APPROVED URBAN RENEWAL PLAN**

The provisions of this Urban Renewal Plan may be modified or amended or additions made thereto at any time by the Alaska State Housing Authority, provided that any such changes, amendments, or additions made subsequent to the sale or lease of land in the project area by the Alaska State Housing Authority shall be concurred in by the owners or lessees of the land affected by such changes, amendments or additions.

Where the proposed modification, amendment or addition will substantially change the Urban Renewal Plan as previously approved by the City Council of the City of Valdez, the modification, amendment or addition must similarly be approved by the City Council.

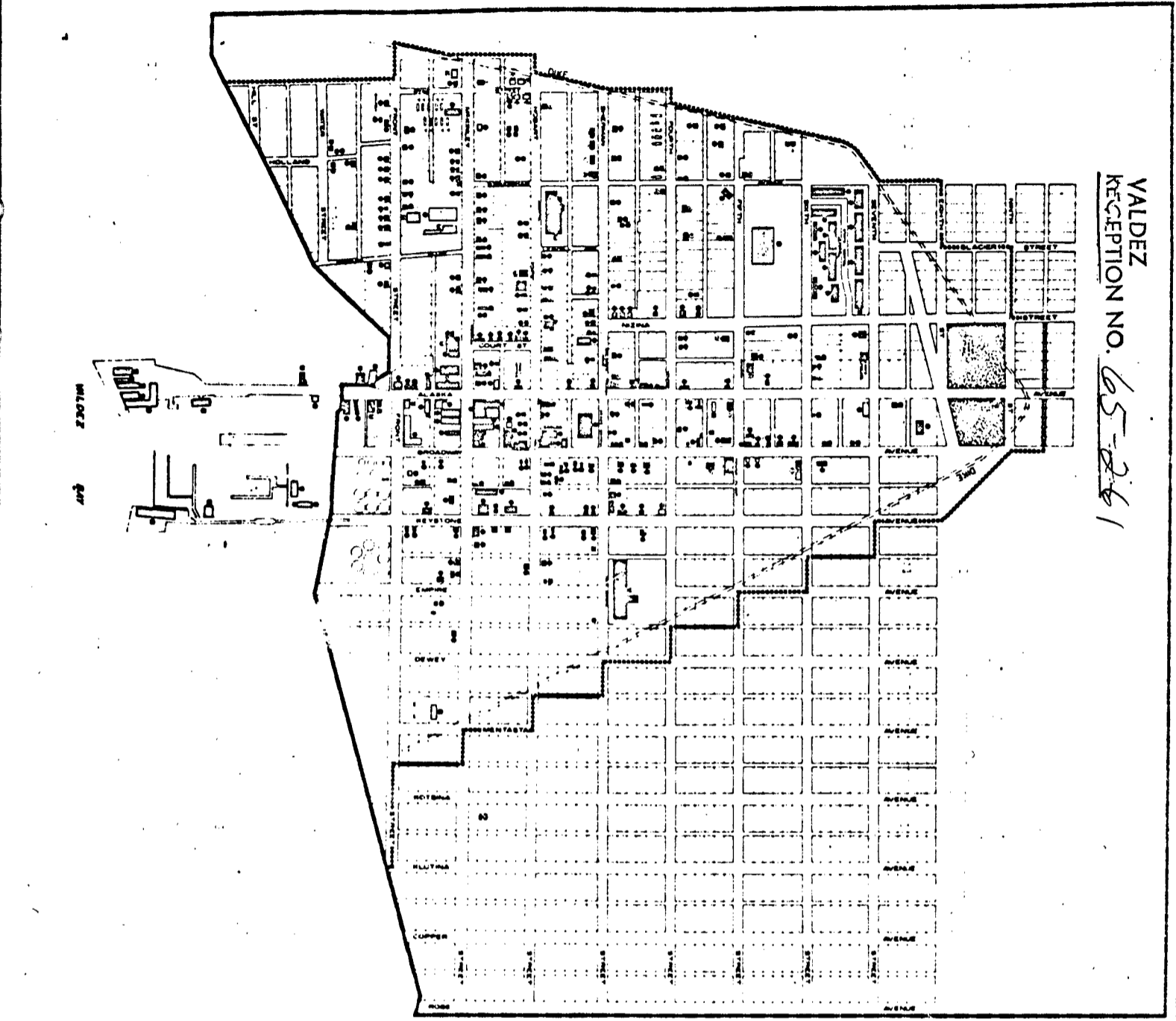


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CITY OF VALDEZ  
URBAN RENEWAL PROJECT  
ALASKA R-22

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- PROJECT AREA MAP
- PROJECT BOUNDARY
  - - - CLEARANCE BOUNDARY
  - EXISTING LAND USE
  - SINGLE FAMILY RESIDENTIAL
  - TWO FAMILY RESIDENTIAL
  - MULTI-FAMILY RESIDENTIAL
  - PUBLIC & SEMI-PUBLIC
  - PARK
  - COMMERCIAL
  - INDUSTRIAL
  - SPLIT USE (predominant use fronting on street)
  - TRAILER
  - ACCESSORY BUILDING
  - EXISTING STRUCTURAL CONDITIONS
  - STRUCTURES DAMAGED BY DISASTER
  - X DESTROYED OR REQUIRING DEMOLITION
  - REHABILITATION IS NECESSARY
  - REHABILITATION IS FEASIBLE
  - STRUCTURES NOT DAMAGED BY DISASTER
  - REQUIRING CLEARANCE
  - REQUIRING REHABILITATION
  - SOUND

RECORDED - ~~5/1/00~~ 5/1/00  
 Valdez REC. DIST.  
 May 30 1965  
 TIME 11:30 P.M.  
 Address 500 49th Ave  
 Valdez Alaska  
 Receipt No. 1104981



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VALDEZ  
RECEPTION NO. 65-264

DEED OF TRUST

This Deed of Trust, Made this 27th day of May, 19 65

Between ROBERT LEON MELLER and BETTY JANE MELLER, his wife,

herein called TRUSTOR, whose address is P. O. Box 44 (548 Sherman Street)

Valdez, State of Alaska,

E. T. BRENN,

herein called TRUSTEE, and Small Business Administration, an Agency of the United States,  
created by an Act of Congress and having an Office for the transaction of business in the  
City of Seattle, State of Washington,

herein called BENEFICIARY.

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

Lot No. Five (5) of Block No. Seventy-Nine (79) of  
Valdez Townsite, as the same appears on the official  
plat of said Townsite: said portion fronting on Hobart  
Street and extending seventy (70) feet toward McKinley  
Street - 50 ft. by 70 ft.

Together with all buildings, structures, and improvements now located or which may hereafter be located, created, or placed upon said described property, and all tenements, hereditaments, appurtenances, rights, easements, powers, privileges and immunities belonging or in any way appertaining thereto, and 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.

This Deed of Trust is made for the purpose of securing: The performance of each agreement of Trustor contained or incorporated by reference herein and the payment of the following amounts in lawful money of the United States:

(a) The sum of THIRTY THOUSAND DOLLARS and NO/100 -----  
----- Dollars (\$ 30,000.00 )  
with interest thereon at 3.00 percent ( 3 %) per annum, according to the terms of the Trustor's Note dated May 27, 1965, payable to the Beneficiary on or before fifteen (15) years from date of Note, with provisions (among others) for periodical payments of principal and interest, for acceleration of all sums then due in certain contingencies, and for attorney's fees in the event of suit thereon, and for judgment for any deficiency remaining after foreclosure and/or sale;

(b) Any extensions or renewals of the whole or any part of such indebtedness which the Beneficiary may see fit to grant;

(c) All sums which the Beneficiary or Trustee may advance for the account of the Trustor, and all expenditures hereafter incurred by the Beneficiary or Trustee, in accordance with subsequent provisions hereof or in accordance with the terms of said Note; and

(d) Any and all other indebtedness of the Trustor to the Beneficiary or Trustee, including principal, interest, and/or expenses, whether contingent, now due or hereafter to become due, and whether heretofore or contemporaneously herewith or hereafter contracted or whether arising by operation of law out of the same or different transactions between the parties hereto or between others.

Said Note and this Deed of Trust represent a loan made in response to the written Application of the Trustor. As an inducement to the making and disbursement of the loan by the Beneficiary, the Trustor has made certain representations and has entered into various covenants and agreements, all as contained in such Application, in said Note, and in certain other written documents executed and delivered by the Trustor prior to, simultaneously with, or as a condition subsequent to disbursement of all or any part of the loan and upon execution and delivery of which disbursement of all or any part of the loan was conditioned. All of such representations, covenants and agreements contained in all such other documents are by this reference thereto included in this Deed of Trust as fully as if set forth at length herein.

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

1. To faithfully and punctually observe each and every covenant and agreement contained in said Note and in the other documents, the provisions of which are incorporated herein by reference.

2. To punctually pay the indebtedness represented by said Note, and all other sums, the payment of which is called for in this Deed of Trust and in all other written instruments, the provisions of which are incorporated herein by reference.

3. That the Trustor is lawfully seized in fee simple of all the real property described herein free and clear of any and all liens, encumbrances, defects, exceptions, conditions, limitations and reservations, except those expressly mentioned herein. Save for these express exceptions, if any, the Trustor will forever warrant and defend all such property against the claims of all persons whomsoever and will appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers

of Beneficiary, or Trustee; and 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 this Deed.

4. That Trustor will pay, before delinquency, all taxes, assessments, and other charges levied or assessed against the property described herein, or any part thereof, or against this Deed of Trust or the Note or debt hereby secured; and will also, in like manner, pay all other governmental levies and charges, whether State, Federal, municipal or local, upon the net or gross income or profits, business or property of the Trustor, expressly including (but not limited to) excises, license fees, franchise taxes, and levies for Social Security, and Workmen's Compensation; and will also promptly pay and satisfy any labor, materialmen's or mechanics' liens or other encumbrances that might, by operation of law or otherwise, become a lien upon or against the property described herein superior to, or on a parity herewith, and will also pay all costs, fees and expenses of this Trust. With respect to the foregoing, the Trustor will, within thirty (30) days after any tax or charge against the property described herein becomes due and payable, submit to the Beneficiary satisfactory evidence of payment of the same.

5. 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; 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 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.

6. To provide and continuously maintain such insurance (in companies approved by, and in form satisfactory to, the Beneficiary) against all risks to the property of the Trustor as the Beneficiary may require (expressly including, but not limited to, adequate fire insurance upon all the improvements now located or hereafter placed on the property described herein, such fire insurance to be allocated to and between all the property covered in such manner as the Beneficiary may require) and the Trustor will pay the premiums (including renewals) on such insurance, and will cause all policies of fire insurance pertaining to the collateral for the loan, and all other policies when so required, to be delivered to the Beneficiary, all such policies to be payable to the Beneficiary as its interest may appear. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

7. That without prior written consent of the Beneficiary, the Trustor shall not and will not sell, contract to sell, lease, or otherwise dispose of any interest in the real property described herein.

8. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof with interest from the date or dates of advancement at the rate specified in the above-mentioned Note with respect to the principal amount thereof.

Should the Trustor fail (a) to pay any taxes, assessments, or other governmental charges or levies, as hereinabove defined; or (b) to provide the insurance above called for, or to pay the premiums thereon; or (c) to discharge any liens or encumbrances in the manner above stated; or (d) to perform any one or more of the covenants and/or agreements contained or incorporated by reference herein which may require the payment of money; or (e) to make arrangements for the care, preservation, protection or maintenance of the property described herein; or (f) to do any act as herein provided; then and in any of such events, the Beneficiary or Trustee may, without waiving any right or remedy herein given for any such

breach, at the sole option of either and without notice to or demand on Trustor provide any such insurance and pay any such premiums, liens, taxes, expenses, or other items for the account and benefit of the Trustor and may make such payment and/or do such act in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or comprise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Time of payment or performance, wherever mentioned, is strictly of the essence hereof.
2. Any award or damages in connection with any condemnation for public use of or injury to said property or any part thereof, is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
3. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
4. The waiver by Beneficiary or Trustee of the breach of any covenant may not be construed as waiving the breach of any other covenant or a subsequent breach of the same covenant.
5. 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; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
6. 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, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
7. 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 its 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.
8. Upon default by Trustor in the payment of any sum hereby secured, as and when called for in said Note, in this Deed of Trust or in any of the other written instruments incorporated herein by reference; or in the event of a breach by the Trustor of any covenant or condition expressed in this Deed of Trust, in said Note, or in such other written instruments; or if the business of the Trustor be not continued as a going concern; or in the event any of the property described herein be seized or levied upon under any mesne, ancillary, or final process had against the Trustor; or if the Trustor, without the prior written consent of the Beneficiary, merge or consolidate the above-described business with that of any third person, firm or corporation; or if the Beneficiary at any time or

for any reason deems itself or its security unsafe; then and in any of such events, all of the indebtedness hereby secured shall at the option of the Beneficiary forthwith become due and payable and the Beneficiary will be entitled to the immediate possession of such property, and may at any time thereafter, at its election, foreclose this Deed of Trust in any manner prescribed by law; provided however, if any proceeding to declare the Trustor bankrupt, or for the reorganization of the Trustor's business, or for any arrangement with the Trustor's creditors (secured or unsecured) be begun by or against the Trustor pursuant to the National Bankruptcy Act (including any and all of the chapters and provisions thereof); or if any voluntary or involuntary proceedings for the appointment of a receiver affecting the business, property or assets of the Trustor be begun in any court; or if any assignment for the benefit of Trustor's creditors be made or attempted; or if the business or property of the Trustor, or any portion thereof, be surrendered to or come under the control of creditors or any committee or representative of creditors; or if the Trustor at any time becomes insolvent (as that term is understood under either State Law or the National Bankruptcy Act), then and in any of such events, all of the indebtedness hereby secured shall immediately become due and payable, without notice or demand, and the Beneficiary will be entitled to the immediate possession of such property, and may at any time thereafter at its election foreclose this Deed of Trust in any manner prescribed by law.

But until any such default occurs, the Trustor may retain and continue in the quiet possession of all of the property covered hereby and in the full use thereof.

In the event of default Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligation hereof, and shall cause such notice to be recorded in the office of the recorder of each recording district wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest and best bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, 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 hereunder defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid with accrued interest at the rate specified in the above-mentioned Note with respect to the principal amount thereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto. Trustor shall be liable for and agrees to pay any deficiency.

9. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

10. All rights herein conferred upon the Beneficiary and/or Trustee are intended to be cumulative merely, and are not exclusive of any other rights or remedies which the Beneficiary and/or Trustee may have.

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

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

13. If two or more persons be designated as Trustee herein, any, or all, powers granted herein to Trustee may be exercised by any of such persons, if the other person or persons

VALDEZ  
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is unable, for any reason, to act, and any recital of such inability in any instrument executed by any of such persons shall be conclusive against Trustor, his heirs and assigns.

14. Trustor herein covenants and agrees to promptly fulfill and perform all of the terms and conditions of any agreements or understandings constituting and granting a prior lien against any of the property described herein, and further covenants and agrees to fulfill and perform all of the terms and conditions of any agreement relating to the purchase by Trustor of any of the property which is encumbered by this Deed of Trust. Failure of the Trustor to so fulfill and perform such covenants and conditions shall, at the option of the Beneficiary, constitute a default under the terms hereof. Beneficiary is hereby further authorized to cure any such default on behalf of and for the account of the Trustor. Expenditures or obligations made or incurred by the Beneficiary or Trustee in connection with curing such defaults shall be added to, and become a part of, the indebtedness under the Note, payment of which is secured hereby.

15. Words of broad or general meaning shall in no wise be limited because of their use in connection with words of more restricted significance. The plural includes the singular and vice versa, unless a contrary meaning obviously is intended, and wherever the context so requires the masculine gender includes the feminine and/or neuter and vice versa. Where this indenture is executed by more than one Trustor, each is jointly and severally bound.

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

In Witness Whereof, Trustor has signed and sealed this instrument the day and year first hereinabove written.

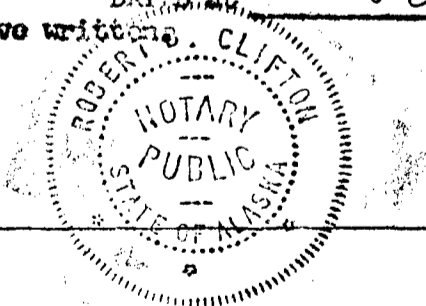
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Robert Leon Miller*  
ROBERT LEON MILLER  
*Betty Jane Miller*  
BETTY JANE MILLER, his wife

State of Alaska  
Third Judicial District ) ss.  
Valdez Recording District )

ACKNOWLEDGMENT

I, the undersigned Notary Public, hereby certify that on this 2<sup>nd</sup> day of June, 1965, personally appeared before me, BETTY JANE MILLER, to me known and known to me to be the individual described in and who executed the within instrument, and acknowledged that she signed and sealed the same freely and voluntarily as her act and deed, for the uses and purposes therein mentioned.

DATE at Valdez, Alaska, the day, month and year herein last above written.



Robert B. Clifton  
Notary Public for Alaska

My Commission Expires  
July 22, 1967

RECORDING DATA

RECORDED - FILED 15  
Valdez REC. DIST.  
June 2, 1965  
TIME 4:30 P.M.  
Address Betty J. Miller  
Valdez Alaska  
RECEIPT NO. 104985

R.O. XIII-149  
(6-30-64)

LOT & BLOCKED

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ACKNOWLEDGMENT

State of Washington )  
County of King ) ss.

I, the undersigned Ada Lofay, hereby certify that on this 27th day of May, 1965, personally appeared before me, ROBERT LEON MELLER, to me known and known to me to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same freely and voluntarily as his act and deed, for the uses and purposes therein mentioned.

DATED at Seattle, Washington, the day, month and year herein last above written.

Ada Lofay  
Notary Public for Washington  
My Commission Expires: 5-10-67



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B & P

RECEPTION NO. 65-266 (Alaska)

THIS INDENTURE, Made this 28TH day of OCTOBER, 19 63,

between MILDRED LEE

of VALDEZ, ALASKA, part Y of the first part, hereinafter called Grantor,

and ERNEST LAWRENCE

of VALDEZ, ALASKA, part Y of the second part, hereinafter called Grantee.

WITNESSETH: That said Grantor, for and in consideration of the sum of

TEN DOLLARS AND OTHER CONSIDERATIONS Dollars,

lawful money of the United States of America, and other valuable consideration, to HER in hand paid by said Grantee, the receipt whereof is hereby acknowledged, do ES by these presents grant, bargain, sell, convey and confirm unto the said Grantee, and to HIS heirs and assigns, the following described real

property situated in VALDEZ

Alaska, to-wit:

LOTS No. FOUR (4) AND FIVE (5) OF BLOCK No.

NINETY-FIVE (95) OF VALDEZ TOWNSITE

TO HAVE AND TO HOLD the same, with the appurtenances thereunto belonging, or in anywise appertaining, unto HIM, the said Grantee, and to HIS heirs and assigns forever.

AND the said Grantor, HER heirs, executors and administrators, do ES, by these presents, covenant, grant and agree to and with said Grantee, HIS heirs and assigns, that SHE, said Grantor, HER heirs, executors and administrators, all and singular, the premises hereinabove conveyed or mentioned, with the appurtenances, unto the said Grantee, HIS heirs and assigns, and against each and every person or persons whomsoever lawfully claiming or to claim the same, or any part thereof, shall and will WARRANT and FOREVER DEFEND.

IN WITNESS WHEREOF, The said Grantor HAS hereunto set HER hand and seal the day and year in this instrument first above written.

Signed, Sealed and Delivered in the Presence of

Mildred Lee (SEAL)  
(SEAL)

LOT & BLOCKED

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UNITED STATES OF AMERICA,  
TERRITORY OF ALASKA.

Individual Acknowledgment (Alaska)

ss.

THIS IS TO CERTIFY that on this 28TH day of OCTOBER, 1963,

before me the undersigned, a Notary Public in and for the Territory of Alaska, duly commissioned and sworn,  
personally appeared MILDRED LEE

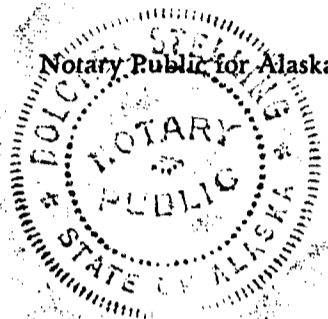
to me known to be the person..... described in and who executed the above and foregoing instrument, and  
acknowledged to me that..... she..... signed and sealed the same freely and voluntarily for the uses  
and purposes therein mentioned.

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

*Dolores Stealing*

7-16-66

Notary Public for Alaska. My commission expires.....



RECORDED - 5
Valdez REC. DIST.
June 3 1965
TIME 3:00 P.M.
WITNESSED <i>H. M. H. Kenfrew</i>
Address <i>Box 2073</i>
<i> Anchorage Alaska</i>

RECEIPT NO. 104988

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**WARRANTY DEED**  
(ALASKA)

FROM  
*MILDRED LEE*

TO  
*ERNEST LAWRENCE*

Dated OCTOBER 28, 1963

FILED FOR RECORD AT REQUEST OF

on the ..... day of ....., 19.....

at ..... minutes past ..... M.

and recorded in volume.....

of ..... Page.....

Records of U. S. Commissioner.

Precinct .....

By ..... Deputy