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Anchorage, Alaska 99503  
Telephone: 907.222.4300  
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Attorney for Plaintiff

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT ANCHORAGE

LEE ANN HAMERSKI, as Trustee of the )  
Hamerski Family Trust, )  
Plaintiff, )

vs. )

#1

FAR NORTH MANAGEMENT GROUP, )  
INC., JFTC LLC, John Doe 1, Jane Doe 1, )  
Northwest Village Condominium )  
Association; Ravenhill Condominium )  
Association; and any occupants of 15632 and )  
15639 Carl Street, )  
Defendants, )

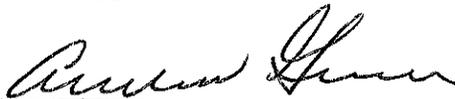
Case No.: 3AN-24-07643CI

**ORDER GRANTING  
MOTION FOR ALTERNATE SERVICE**

OCT 07 2024

Plaintiff Lee Ann Hamerski, as Trustee of the Hamerski Family Trust, having moved this court for and order allowing alternate service pursuant to Alaska Rule of Civil Procedure 4(e)(3)-(4), and good cause having been shown, it is hereby ORDERED that the Plaintiff may serve the summons and complaint on the Defendant(s) by posting a copy of same to the gate of the premises in question along with a copy of this order, and by sending a second copy of these documents to the Defendant's last known address of 15639 Carl Street, Anchorage, Alaska, via first-class priority U.S. mail.

DATED this 11<sup>th</sup> day of October, 2024.

  
\_\_\_\_\_  
ANDREW GUIDI  
Superior Court Judge

I certify that on 10/14/2024 a copy of the following was mailed/ faxed/ hand-delivered to each of the following at their addresses of record.



Administrative Assistant



IN THE DISTRICT/SUPERIOR COURT FOR THE STATE OF ALASKA  
AT ANCHORAGE

LEE ANN HAMERSKI, as Trustee of the  
Hamerski Family Trust,

Plaintiff(s),

vs.

Far North Management Group, Inc., JFTC  
LLC, John Doe I, Jane Doe I, Northwest \*

Defendant(s).

CASE NO. 3AN-24-07643 CI

SUPPLEMENTAL  
**SUMMONS AND  
NOTICE TO BOTH PARTIES  
OF JUDICIAL ASSIGNMENT**

To Defendant: 15639 Carl Street LLC

You are hereby summoned and required to file with the court a written answer to the complaint which accompanies this summons. Your answer must be filed with the court at 825 W. 4th Ave., Anchorage, Alaska 99501 within 20 days\* after the day you receive this summons. In addition, a copy of your answer must be sent to the plaintiff's attorney or plaintiff (if unrepresented) Richard L. Crabtree, whose address is: R. Crabtree, APC, 2207 Spenard Road, Ste. 206, Anchorage, AK 99503

If you fail to file your answer within the required time, a default judgment may be entered against you for the relief demanded in the complaint. \*Village Condominium Association, 15639 Carl Street LLC, 15852 Carl Street LLC, Ravenhill Condominium Association, any occupants of 15632 & 15639 Carl Street  
If you are not represented by an attorney, you must inform the court and all other parties in this case, in writing, of your current mailing address and any future changes to your mailing address and telephone number. You may use court form *Notice of Change of Address / Telephone Number* (TF-955), available at the clerk's office or on the court system's website at <https://public.courts.alaska.gov/web/forms/docs/tf-955.pdf> to inform the court. - OR - If you have an attorney, the attorney must comply with Alaska R. Civ. P. 5(i).

NOTICE OF JUDICIAL ASSIGNMENT

TO: Plaintiff and Defendant

You are hereby given notice that:

This case has been assigned to Superior Court Judge Guidi and to a magistrate judge.

This case has been assigned to District Court Judge \_\_\_\_\_.

CLERK OF COURT



By:

[Signature]  
Deputy Clerk

08-02-24  
Date

I certify that on 08-02-24 a copy of this Summons was  mailed  given to  plaintiff  plaintiff's counsel along with a copy of the  Domestic Relations Procedural Order  Civil Pre-Trial Order to serve on the defendant with the summons.  
Deputy Clerk NH

\* The State or a state officer or agency named as a defendant has 40 days to file its answer. If you have been served with this summons outside the United States, you also have 40 days to file your answer.

IN THE DISTRICT/SUPERIOR COURT FOR THE STATE OF ALASKA  
AT ANCHORAGE

LEE ANN HAMERSKI, as Trustee of the  
Hamerski Family Trust,

Plaintiff(s),

vs.

Far North Management Group, Inc., JFTC  
LLC, John Doe I, Jane Doe I, Northwest \*

Defendant(s).

CASE NO. 3AN-24-07643 CI

SUPPLEMENTAL

**SUMMONS AND  
NOTICE TO BOTH PARTIES  
OF JUDICIAL ASSIGNMENT**

To Defendant: 15852 Carl Street LLC

You are hereby summoned and required to file with the court a written answer to the complaint which accompanies this summons. Your answer must be filed with the court at 825 W. 4th Ave., Anchorage, Alaska 99501 within 20 days\* after the day you receive this summons. In addition, a copy of your answer must be sent to the plaintiff's attorney or plaintiff (if unrepresented) Richard L. Crabtree, whose address is: R. Crabtree, APC, 2207 Spenard Road, Ste. 206, Anchorage, AK 99503

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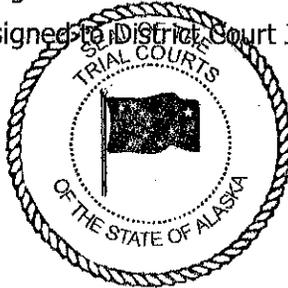
NOTICE OF JUDICIAL ASSIGNMENT

TO: Plaintiff and Defendant

You are hereby given notice that:

This case has been assigned to Superior Court Judge Guidi and to a magistrate judge.

This case has been assigned to District Court Judge \_\_\_\_\_.



CLERK OF COURT

08-02-2021

Date

By:

[Signature]  
Deputy Clerk

I certify that on 08-02-24 a copy of this Summons was  mailed  given to  plaintiff  plaintiff's counsel along with a copy of the  Domestic Relations Procedural Order  Civil Pre-Trial Order to serve on the defendant with the summons.  
Deputy Clerk NH

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IN THE DISTRICT/SUPERIOR COURT FOR THE STATE OF ALASKA  
AT ANCHORAGE

LEE ANN HAMERSKI, as Trustee of the  
Hamerski Family Trust,

Plaintiff(s),

vs.

Far North Management Group, Inc., JFTC  
LLC, John Doe I, Jane Doe I, Northwest \*

Defendant(s).

CASE NO. 3AN-24-07643 CI

SUPPLEMENTAL

**SUMMONS AND  
NOTICE TO BOTH PARTIES  
OF JUDICIAL ASSIGNMENT**

To Defendant: Ravenhill Condominium Association

You are hereby summoned and required to file with the court a written answer to the complaint which accompanies this summons. Your answer must be filed with the court at 825 W. 4th Ave., Anchorage, Alaska 99501 within 20 days\* after the day you receive this summons. In addition, a copy of your answer must be sent to the plaintiff's attorney or plaintiff (if unrepresented) Richard L. Crabtree, whose address is: R. Crabtree, APC, 2207 Spenard Road, Ste. 206, Anchorage, AK 99503

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NOTICE OF JUDICIAL ASSIGNMENT

TO: Plaintiff and Defendant

You are hereby given notice that:

This case has been assigned to Superior Court Judge Guidi and to a magistrate judge.

This case has been assigned to District Court Judge \_\_\_\_\_



CLERK OF COURT

08-02-2024  
Date

By: [Signature]  
Deputy Clerk

I certify that on 08-02-24 a copy of this Summons was  mailed  given to  plaintiff  plaintiff's counsel along with a copy of the  Domestic Relations Procedural Order  Civil Pre-Trial Order to serve on the defendant with the summons.  
Deputy Clerk NH

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IN THE DISTRICT/SUPERIOR COURT FOR THE STATE OF ALASKA  
AT ANCHORAGE

LEE ANN HAMERSKI, as Trustee of the  
Hamerski Family Trust,

Plaintiff(s),

vs.

Far North Management Group, Inc., JFTC  
LLC, John Doe I, Jane Doe I, Northwest \*

Defendant(s).

CASE NO. 3AN-24-07643 CI

SUPPLEMENTAL  
**SUMMONS AND  
NOTICE TO BOTH PARTIES  
OF JUDICIAL ASSIGNMENT**

To Defendant: Occupants of 15639 Carl Street

You are hereby summoned and required to file with the court a written answer to the complaint which accompanies this summons. Your answer must be filed with the court at 825 W. 4th Ave., Anchorage, Alaska 99501 within 20 days\* after the day you receive this summons. In addition, a copy of your answer must be sent to the plaintiff's attorney or plaintiff (if unrepresented) Richard L. Crabtree, whose address is: R. Crabtree, APC, 2207 Spenard Road, Ste. 206, Anchorage, AK 99503.

If you fail to file your answer within the required time, a default judgment may be entered against you for the relief demanded in the complaint. \*Village Condominium Association, 15639 Carl Street LLC, 15852 Carl Street LLC, Ravenhill Condominium Association, any occupants of 15632 & 15639 Carl Street  
If you are not represented by an attorney, you must inform the court and all other parties in this case, in writing, of your current mailing address and any future changes to your mailing address and telephone number. You may use court form *Notice of Change of Address / Telephone Number* (TF-955), available at the clerk's office or on the court system's website at <https://public.courts.alaska.gov/web/forms/docs/tf-955.pdf> to inform the court. - OR - If you have an attorney, the attorney must comply with Alaska R. Civ. P. 5(i).

NOTICE OF JUDICIAL ASSIGNMENT

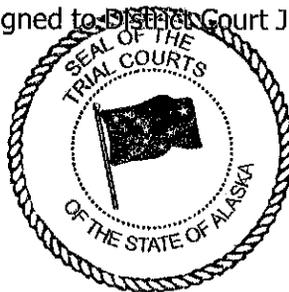
TO: Plaintiff and Defendant

You are hereby given notice that:

This case has been assigned to Superior Court Judge Guidi and to a magistrate judge.

This case has been assigned to District Court Judge \_\_\_\_\_.

CLERK OF COURT



By: [Signature]  
Deputy Clerk

08-02-24  
Date

I certify that on 08-02-24 a copy of this Summons was  mailed  given to  plaintiff  plaintiff's counsel along with a copy of the  Domestic Relations Procedural Order  Civil Pre-Trial Order to serve on the defendant with the summons.  
Deputy Clerk NH

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IN THE DISTRICT/SUPERIOR COURT FOR THE STATE OF ALASKA  
AT ANCHORAGE

LEE ANN HAMERSKI, as Trustee of the  
Hamerski Family Trust,

Plaintiff(s),

vs.

Far North Management Group, Inc., JFTC  
LLC, John Doe I, Jane Doe I, Northwest \*

Defendant(s).

CASE NO. 3AN-24-07643 CI

SUPPLEMENTAL

**SUMMONS AND  
NOTICE TO BOTH PARTIES  
OF JUDICIAL ASSIGNMENT**

To Defendant: JFTC, LLC

You are hereby summoned and required to file with the court a written answer to the complaint which accompanies this summons. Your answer must be filed with the court at 825 W. 4th Ave., Anchorage, Alaska 99501 within 20 days\* after the day you receive this summons. In addition, a copy of your answer must be sent to the plaintiff's attorney or plaintiff (if unrepresented) Richard L. Crabtree, whose address is: R. Crabtree, APC, 2207 Spenard Road, Ste. 206, Anchorage, AK 99503

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NOTICE OF JUDICIAL ASSIGNMENT

TO: Plaintiff and Defendant

You are hereby given notice that:

This case has been assigned to Superior Court Judge Guidi and to a magistrate judge.

This case has been assigned to District Court Judge \_\_\_\_\_.

CLERK OF COURT



08-02-24

Date

By: \_\_\_\_\_

Pauline Harwood  
Deputy Clerk

I certify that on 08-02-24 a copy of this Summons was  mailed  given to  plaintiff  plaintiff's counsel along with a copy of the  Domestic Relations Procedural Order  Civil Pre-Trial Order to serve on the defendant with the summons.  
Deputy Clerk NH

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IN THE DISTRICT/SUPERIOR COURT FOR THE STATE OF ALASKA  
AT ANCHORAGE

LEE ANN HAMERSKI, as Trustee of the  
Hamerski Family Trust,

Plaintiff(s),

vs.

Far North Management Group, Inc., JFTC  
LLC, John Doe I, Jane Doe I, Northwest \*

Defendant(s).

CASE NO. 3AN-24-07643 CI

SUPPLEMENTAL

**SUMMONS AND  
NOTICE TO BOTH PARTIES  
OF JUDICIAL ASSIGNMENT**

To Defendant: Northwest Village Condominium Association

You are hereby summoned and required to file with the court a written answer to the complaint which accompanies this summons. Your answer must be filed with the court at 825 W. 4th Ave., Anchorage, Alaska 99501 within 20 days\* after the day you receive this summons. In addition, a copy of your answer must be sent to the plaintiff's attorney or plaintiff (if unrepresented) Richard L. Crabtree, whose address is: R. Crabtree, APC, 2207 Spenard Road, Ste. 206, Anchorage, AK 99503

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NOTICE OF JUDICIAL ASSIGNMENT

TO: Plaintiff and Defendant

You are hereby given notice that:

This case has been assigned to Superior Court Judge Guidi and to a magistrate judge.

This case has been assigned to District Court Judge \_\_\_\_\_



CLERK OF COURT

08-02-2024

Date

By: *Paula Hamerski*

Deputy Clerk

I certify that on 08-02-24 a copy of this Summons was  mailed  given to  plaintiff  plaintiff's counsel along with a copy of the  Domestic Relations Procedural Order  Civil Pre-Trial Order to serve on the defendant with the summons.  
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IN THE DISTRICT/SUPERIOR COURT FOR THE STATE OF ALASKA  
AT ANCHORAGE

LEE ANN HAMERSKI, as Trustee of the  
Hamerski Family Trust,

Plaintiff(s),

vs.

Far North Management Group, Inc., JFTC  
LLC, John Doe I, Jane Doe I, Northwest \*

Defendant(s).

CASE NO. 3AN-24-07643 CI

SUPPLEMENTAL

**SUMMONS AND  
NOTICE TO BOTH PARTIES  
OF JUDICIAL ASSIGNMENT**

To Defendant: Far North Management Group, Inc.

You are hereby summoned and required to file with the court a written answer to the complaint which accompanies this summons. Your answer must be filed with the court at 825 W. 4th Ave., Anchorage, Alaska 99501 within 20 days\* after the day you receive this summons. In addition, a copy of your answer must be sent to the plaintiff's attorney or plaintiff (if unrepresented) Richard L. Crabtree, whose address is: R. Crabtree, APC, 2207 Spenard Road, Ste. 206, Anchorage, AK 99503.

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If you are not represented by an attorney, you must inform the court and all other parties in this case, in writing, of your current mailing address and any future changes to your mailing address and telephone number. You may use court form *Notice of Change of Address / Telephone Number* (TF-955), available at the clerk's office or on the court system's website at <https://public.courts.alaska.gov/web/forms/docs/tf-955.pdf> to inform the court. - OR - If you have an attorney, the attorney must comply with Alaska R. Civ. P. 5(i).

NOTICE OF JUDICIAL ASSIGNMENT

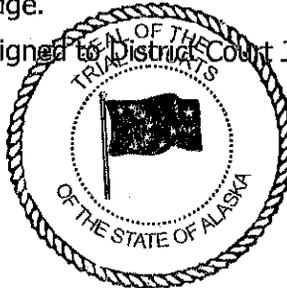
TO: Plaintiff and Defendant

You are hereby given notice that:

This case has been assigned to Superior Court Judge Guidi and to a magistrate judge.

This case has been assigned to District Court Judge \_\_\_\_\_.

CLERK OF COURT



By: *Zanib Hussain*  
Deputy Clerk

08-02-2024  
Date

I certify that on 08-02-24 a copy of this Summons was  mailed  given to  plaintiff  plaintiff's counsel along with a copy of the  Domestic Relations Procedural Order  Civil Pre-Trial Order to serve on the defendant with the summons.  
Deputy Clerk JH

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R. CRABTREE, APC  
2207 Spenard Road, Suite 206  
Anchorage, Alaska 99503  
Telephone: 907.222.4300  
Facsimile: 907.222.4399  
Attorney for Plaintiff

FILED in the Trial Courts  
State of Alaska Third District

AUG 02 2024

Clerk of the Trial Courts  
By \_\_\_\_\_ Deputy

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT ANCHORAGE

LEE ANN HAMERSKI, as Trustee of the, )  
Hamerski Family Trust, )  
Plaintiff, )

vs. )

FAR NORTH MANAGEMENT GROUP, )  
INC., JFTC LLC, John Doe 1, Jane Doe 1, )  
Northwest Village Condominium )  
Association; Ravenhill Condominium )  
Association; 15639 Carl Street LLC; 15852 )  
Carl Street LLC; and any occupants of 15632 )  
and 15639 Carl Street, )  
Defendants, )

Case No.: 3AN-24- 07643CI

**FIRST AMENDED COMPLAINT FOR FORECLOSURE AND FOR  
MONEY JUDGMENT**

COMES NOW Plaintiff, Lee Ann Hamerski (“Hamerski”), as Trustee of the Hamerski Family Trust (“Trust”), by and through counsel, and alleges and states:

**Parties and Venue**

1. At all times material hereto, Hamerski was and is the duly appointed trustee of the Hamerski Family Trust, and is authorized by law and the terms of the Trust to bring this action.
2. The Trust is a trust duly executed in the State of Alaska and registered with the Court under Trust Registration 3AN-20-00755TR. It, and Hamerski as its Trustee, are in all ways competent and authorized to maintain this action.

D

3. Defendant Far North Management Group, Inc. ("Far North"), is an Alaska corporation that was administratively dissolved by the State of Alaska on December 12, 2022. Its principal place of business was located in Anchorage, Alaska.
4. Defendant JFTC, LLC ("JFTC"), is an Alaska limited liability company and the sole shareholder of Far North. It was administratively dissolved by the State of Alaska on December 1, 2023. On information and belief, its principal place of business was located in Anchorage, Alaska.
5. John Doe 1 and Jane Doe 1 are the unknown members of JFTC. They are named as defendants because of their potential liability for the debt described herein.
6. Northwest Village Condominium Association and Ravenhill Condominium Association may claim some interest in the Property described herein by virtue of recorded judgment liens against Far North. No affirmative relief is sought against these defendants.
7. 15639 Carl Street LLC and 15852 Carl Street LLC may claim some interest in the Property described herein by virtue of quitclaim deeds of the Property from defendant Far North, recorded on July 25, 2024.
8. Hamerski is without knowledge of the occupancy status of the property described below. The occupants of 15632 and 15639 Carl Street, if any, are named in order to subject whatever possessory interest they may have in the property to the outcome of this lawsuit.
9. Venue is proper in this Court because this action involves real property located in the Anchorage Recording District.

### Factual Allegations

10. The Trust owned improved real property (the "Property") located in Anchorage, Alaska, at 15639 and 15632 Carl Street, Anchorage, described as:

Lots 1A and 2A, and Tract B-1, Block 1V, RABBIT CREEK VIEW AND RABBIT CREEK HEIGHTS SUBDIVISION REPLAT, according to the official plat thereof, filed under Plat Number 2004-91, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.
11. On or about July 15, 2022, Far North made an offer to the Trust to purchase the Property. The Trust rejected the initial offer, but on July 21, 2022, accepted a subsequent counter offer that required the Trust to finance \$500,000 of the purchase price. A copy of the initial offer and accepted counter offer are attached hereto and incorporated herein as Exhibit 1.
12. Among other things, the counter offer made by Far North explicitly incorporated the Keller Williams Owner Finance Terms and Conditions ("Terms and Conditions"). A copy of the Terms and Conditions is attached hereto and incorporated herein as Exhibit 2.
13. The Terms and Conditions contemplated that the note evidencing the \$500,000 balance of the purchase price would be secured by a deed of trust in favor of the Trust, and in addition that (a) there would be a late payment fee of 5% of the monthly payment amount in the event a payment was more than 10 days late; (b) that Far North would provide the Trust with proof that it had paid the real property taxes on the Property; (c) that Far North would have insurance on the Property naming the Trust as an insured; and (d) that the note and deed of trust would be escrowed at First National Bank Alaska.

14. The initial offer by Far North, which stated the terms of the purchase and sale of the Property except as modified by the counter offer, provided in Section 27 that the closing of the transaction was “to be performed by HOA Legal Services, Inc.” Unknown to Hamerski, HOA Legal Services, Inc. (“HOA”) was not acting as a neutral escrow agent, but was a law firm representing Far North. Neither Far North nor HOA explained this to Hamerski.
15. HOA drafted the documents for closing the transaction, consisting of a warranty deed of the Property from the Trust to Far North, and a promissory note (“Note”). A copy of the Note is attached hereto and incorporated herein as Exhibit 3. Despite the requirements of the Terms and Conditions, HOA did not prepare, and Far North did not execute, a deed of trust to secure the Note.
16. The Note has been recorded in the Anchorage Recording District and creates a lien against the Property capable of being judicially foreclosed.
17. Despite the requirements of the Terms and Conditions, the Note does not contain a late fee provision, nor has Far North cooperated in opening an escrow account at First National Bank Alaska despite requests that it do so. The lack of a late fee provision has damaged the Trust, as Far North has been approximately a month late most months in making its payment under the Note.
18. Despite the requirements of the Terms and Conditions and of the Note, Far North has not provided the Trust with proof that the Property is insured, despite numerous requests that it do so. This constitutes a default under the terms of the Note.
19. Despite the requirements of the Terms and Conditions and of the Note, Far North has not paid the real property taxes on the Property despite requests that it do so, and the Municipality of Anchorage either has or will shortly commence a foreclosure of its tax

lien against the Property, thereby threatening the Trust's interest in the Property. This constitutes a default under the terms of the Note.

20. Far North is also in default for failure to make the payment on the Note. The last payment received was on July 1, 2024, for the payments due for May, June and July, 2024; however, due to prior defaults the payments received did not cover all of the accrued interest owing. The principal balance due is not less than \$489,288.91, with interest accruing at the rate of 6.0%.
21. The Note provides for an award of reasonable attorney fees in the event of any suit or action instituted to collect the Note or any part thereof.

#### COUNT I – MONEY JUDGMENT

22. Far North's failure to make payments on the Note as and when due, to insure the Property and provide proof of insurance to the Trust, and to pay the real property taxes, are all defaults under the terms of the Note.
23. Proper demand has been made on Far North pursuant to the terms of the Note, but Far North has failed to comply with the demand. A copy of the demand letter is attached hereto and incorporated herein as Exhibit 4.
24. The Trust is entitled to judgment against Far North, against JFTC as successor to the liabilities of Far North as its sole shareholder upon the dissolution of Far North, and against John Doe 1 and Jane Doe 1 as successor to the liabilities of JFTC as its sole members upon the dissolution of JFTC, for the amounts due to the Trust under the Note, and for any other losses suffered by the Trust (such as uninsured damage to the Property, and/or payment of real property taxes, interest and penalties) caused by Far North's defaults.

COUNT II -- FORECLOSURE

25. The recorded Note constitutes a lien against the Property that may be foreclosed pursuant to AS 34.45.170, as one to secure a debt or other obligation.
26. The lien is prior and paramount to the interests of all Defendants in the Property.
27. Due to the defaults of Far North, the Trust is entitled to foreclose the lien for all amounts due and owing up through the date of the foreclosure sale.
28. Subsequent to the foreclosure sale, the Trust will be entitled to possession of the Property to the exclusion of all Defendants and anyone claiming by, through or under them.

WHEREFORE, Plaintiff prays that judgment be entered against Defendant as follows:

1. On Count I, judgment against Far North, JFTC and John Doe 1 and Jane Doe 1 for the principal sum of \$491,191.18, together with interest thereon from December 1, 2023, at the rate of 6.0% through the date of judgment;
2. On Count II, a judgment and decree of this Court that
  - a. The Trust's lien is a valid and paramount lien upon the Property that is prior to the interests of all Defendants or of anyone claiming by, through and under them, or of any person whose conveyance or interest is recorded after the recording of the Note;
  - b. That the Trust is entitled to foreclose its lien for all amounts due and owing up through the date of foreclosure sale, and not just amounts owing through the date of judgment;
  - c. That any Defendant and all persons claiming by, through or under any Defendant, or any person whose conveyance or interest is recorded after the recording of the Note, be forever barred and foreclosed of any right, claim or lien to the Property or to occupy the Property and all parts thereof;

d. That the Property be sold at public auction according to the law and the practices of this Court, the proceeds of which shall be applied to amounts owing the Trust;

e. That the sale be made at public auction, for cash, by a process server, counsel for the Trust, an officer of the Court, or such other person as may be ordered by the Court;

f. That the Trust shall have the right to make an offset bid, without cash, up to the full amount of its lien, but need not bid the full amount of its lien;

g. That the person conducting the sale, and/or the Trust, shall retain his, her or its fees, costs and disbursements for advertising, preparing for and conducting the sale, as well as any fees, costs and disbursements incurred in preserving or protecting the Property, including such sums as may be advanced or paid by the Trust for such purposes, out of the proceeds of the sale;

h. That proceeds of the sale, net after deducting of all such costs and advances, including but not limited to insurance and taxes, necessitated to preserve and protect the Property prior to sale, shall be applied toward payment of the judgment, with interest on such sum to the date of payment;

i. That the Trust, or other successful bidder at the sale, is entitled to possession of the Property together with rents, issues and profits arising from the property, from the date of the sale;

j. That the Trust, or other successful bidder at the sale, may apply to this Court for an order to any occupant to vacate the Property and for a writ of assistance to compel parties in possession of the Property to vacate and surrender the Property, as provided by law;

k. That Defendants and persons claiming by, through, or under them are enjoined from permitting or committing waste of the Property; and

l. That the Trust may have recourse against either personal property, real property, or both, in any sequence or simultaneously;

3. The Trust is awarded its costs and attorney fees as provided for by the court rule;
4. Plaintiff is awarded post judgment interest at the Note rate;
5. Plaintiff is awarded such further and additional relief as deemed just or appropriate by the court.

DATED at Anchorage, Alaska this 1<sup>st</sup> day of August, 2024.

R CRABTREE, APC  
Attorneys for Plaintiff



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Richard L. Crabtree  
Alaska Bar No 7510063

### Purchase and Sale Agreement

(Residential)

This form authorized for use ONLY by active Real Estate Licensee Subscribers of Alaska Multiple Listing Service, Inc.



Dated 07/15/2022 Brokerage Names \_\_\_\_\_ AK MLS ID # \_\_\_\_\_ Brokerage Ph \_\_\_\_\_  
 Listing Brokerage: Keller Williams Realty Alaska Group of Wasilla 2122 (907) 864-6500  
 Selling Brokerage: Real Broker Alaska 1183 (907) 227-7370  
 MLS # 21-14997

Licensee Names	License #	Direct Ph	Cell Ph	Email Address
Listing 1: <u>Sheila Monson</u>	<u>124500</u>		<u>(907) 841-0840</u>	<u>Sheila.monson@outlook.com</u>
Listing 2: _____				
Selling 1: <u>Jacob G Sebring</u>	<u>17025</u>		<u>(907) 227-7370</u>	<u>jacobsebring@gmail.com</u>
Selling 2: _____				

**Licensee Relationships:** The Seller and Buyer acknowledge the following:

- a) **Listing Licensee 1**  is representing the Seller only (may assist the Buyer); or  is assisting both the Buyer and Seller as a Neutral Licensee; or  is assisting the Seller without representation.
- Listing Licensee 2**  is representing the Seller only (may assist the Buyer); or  is assisting both the Buyer and Seller as a Neutral Licensee; or  is assisting the Seller without representation.
- b) **Selling Licensee 1**  is representing the Buyer only (may assist the Seller); or  is assisting both the Buyer and Seller as a Neutral Licensee; or  is representing the Seller only (may assist the Buyer); or  is assisting the Buyer without representation.
- Selling Licensee 2**  is representing the Buyer only (may assist the Seller); or  is assisting both the Buyer and Seller as a Neutral Licensee; or  is representing the Seller only (may assist the Buyer); or  is assisting the Buyer without representation.

1) **Buyer(s)**, Far North Management Group, Inc, hereby deposit(s) earnest money of Five Thousand Dollars (\$ 5,000) Dollars  
 evidenced by:  Cash  Personal Check  Cashier's Check  Note, Due on \_\_\_\_\_, (date)  
 Or \_\_\_\_\_  
 shall be held in trust by  Listing Broker  Selling Broker as earnest money on and part payment for the purchase of real property and improvements situated in Anchorage (city or area) 99516 (zip), in the Anchorage Recording District, State of Alaska, described as:  
15639 Carl Street & 15632 & L2A, Anchorage, AK 99516 (Address)  
Rabbit Creek View & Hts L1A B1V (Legal) (the Property).

2) **Purchase Price:**  
Five Hundred Seventy Five Thousand Dollars 00/100 (\$ 575,000) Dollars  
 Minimum Down Payment (including earnest money shown above) ..... \$ or % \$75,000

3) **Terms:**  
 Buyer  does  does not intend to occupy Property as Buyer's primary residence.  
 Property Type (check one):  Single Family  Condominium  PUD  Duplex  Triplex  Fourplex  
 Other \_\_\_\_\_  
 Check one below:

a)  **All Cash Offer:**  
 No loan is needed to purchase the Property; Buyer shall provide Seller written third-party documentation verifying sufficient funds to close no later than \_\_\_\_\_ (date) \_\_\_\_\_ (time). Seller shall have \_\_\_\_\_ business days (three (3) if not filled in) after receipt of documentation to notify Buyer, in writing, if the verification of funds is not acceptable. If Buyer fails to provide such documentation, or if Seller finds verification of funds unacceptable, Seller may terminate this Purchase Agreement. Failure of Seller to provide Buyer written notice of objection shall be considered acceptance of verification of funds.

b)  **New Financing: Recording is contingent upon Buyer obtaining financing as follows:**  
 Check the appropriate block(s) below:  
 Conventional  
 FHA – (Attach Required Form(s))

Page 1 of 10  
 Buyer(s) Initials: [Signature]  
 Seller(s) Initials: [Signature]  
 Exhibit 1

**Purchase and Sale Agreement Regarding Property Described As:**

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- VA - (Attach Required Form(s))
- Alaska Housing Finance Corporation under the following program \_\_\_\_\_
- RD - Rural Development
- Other \_\_\_\_\_

i) On or before \_\_\_\_\_, (date) the Buyer will provide the Seller a letter from \_\_\_\_\_ (Lender) verifying the following items:

- (1) a satisfactory credit report,
- (2) acceptable income,
- (3) source of down payment,
- (4) availability of funds to close, and
- (5) that loan approval  is or  is not contingent on the lease, sale or recording of a sale of any property.

ii) Buyer agrees to make a complete loan application with Lender, and provide verification to the Seller from the Lender by \_\_\_\_\_ (date).

iii) If Buyer does not reveal a fact or contingency to the Lender and this purchase does not record because of that nondisclosure after initial application, the Buyer shall be in default.

iv) In the event Buyer fails to provide Seller with documentation required in (i) and (ii) by the respective dates above, this Purchase Agreement may be terminated at the election of the Seller. If the Seller terminates this agreement, Seller to provide written notice to Buyer within \_\_\_\_ (3 business days if not filled in) days from the dates noted in (i) and (ii) above.

v) Buyer must obtain Seller's approval in writing of any change in Lender, type of financing or allocation of closing costs.

vi) Buyer agrees to pay all fees and satisfy all conditions, in a timely manner, required by the Lender for processing of loan application. Buyer agrees the interest rate offered by Lender is not a contingency of this Purchase Agreement, so long as Buyer qualifies for the financing herein agreed. Availability of any financing program may change at any time, Brokers and Licensees are not responsible for representations or guarantees as to availability of any loans, project and/or property approvals or interest rates.

c)  Seller Financing:

i) \$ 500,000 payable at \$ \_\_\_\_\_, or more, per month including 6% interest per annum for 30 years.

ii) The parties are encouraged to negotiate the important terms of seller financing now, and to include such terms in Additional Terms and Conditions, or in a separate addendum. Important terms may include form of financing documents (contract, note and trust deed or mortgage), due on sale clause, prepayment option, penalties, remedies upon default, etc., if any.

iii) Buyer shall provide Seller with documentation, as required by Seller, verifying Buyer's ability to purchase according to the price, terms and conditions of the Purchase Agreement by \_\_\_\_\_, (date).

iv) Seller Financing is contingent upon the Seller's approval of the above documentation on or before \_\_\_\_\_, (date). In the event Buyer fails to obtain Seller's approval, this Purchase Agreement shall automatically terminate.

4) Costs:

The costs shall be paid by Buyer (B) or Seller (S) as indicated below. Costs payable by both Buyer and Seller to be shared equally. Buyer to pay for any fees due to requirements of the lender not covered below.

ITEM	B	S	ITEM	B	S	ITEM	B	S	ITEM	B	S
Lender Origination Fee			Credit Report			Owner Title Insurance		X	Smoke Detectors		X
Commitment Fee			Reserves			ALTA Title Insurance			CO Detectors		X
Discount Points			Prepaid Interest			Recording Fee	X	X	As-Built Survey / Recert.		X
MIP/PMI (default insurance)						Escrow Closing Fee	X	X			
VA Funding Fee			Sales Tax			Annual Escrow Fee	X		Tests for On-Site Systems:		
Rural Dev. Loan Fee			Resale Certificate /			Bank Set-Up Fee	X	X	Well Flow (Quantity)		X
Lender Doc. Prep Fee			Public Offer Statement			Assume/Transfer Fee			Basic Water Quality		X
Lender Processing Fee			HOA Transfer/Doc Fees			Assessments Levied		X	PIWA Water		
Flood Certification	X		HOA Assessments			Assessments Pending		X	Other Specified Water Test		
Tax Registration	X		HOA Questionnaire			Attorney Doc Prep Fee	X	X	Septic Inspection		X
Home Warranty			Appraisal			Brokerage Fee	X	X	DEC/MOA/COSA Fees		X

Buyer(s) Initials

Seller(s) Initials

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**5) Funds at Recording:**

Seller and Buyer agree before recording can take place, funds provided to the Closing Agent shall be in the following form: cash; interbank electronic transfer; money order; a certified check or cashier's check drawn on a financial institution located in the state; or any above combination that permits the Closing Agent to convert the deposit to cash not later than the next business day (AS 34.80.040).

**Wire Transfer Warning:** Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc.) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. Parties are advised neither the Brokerage nor the Title Company will provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from any party is inherently dangerous and should be avoided. The parties agree if they use, or authorize the use of, electronic transfer of funds in a transaction they hereby hold the Brokerages, their licensees and the designated Title Company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.

**6) Prorations:**

Property taxes, interest on loans being assumed, prepaid rents, and HOA fees, if applicable, shall be prorated as of the date of recording.

**7) Service Agreements:**

Unless agreed otherwise in writing, the Seller will retain responsibility for any service agreements, including, but not limited to, security and monitoring systems.

**8) Title/Survey:**

- a) The Seller shall convey title by statutory warranty deed or \_\_\_\_\_.
- b) The Property may be subject to restrictions contained on the Plat; in the Deed; in covenants, conditions, and restrictions; or other documents noted in the preliminary title report.
- c) On or before 07/27/2022 (date), Seller will, at Seller's sole expense, order the report and exceptions from First American - Charity (Title Company) and furnish to Buyer.
- d) Upon receipt of the report and exceptions, Buyer shall have 3 business days (three (3) if not filled in) within which to notify Seller, in writing of any matters disclosed in the report, which are unacceptable to Buyer. Buyer's failure to timely object, in writing shall constitute acceptance of the report.
- e) If, within 3 business days (three (3) if not filled in) following receipt of the objections, Seller fails to remove or correct the matters identified in the objections, or does not give written assurances reasonably satisfactory to Buyer that they will be removed or corrected prior to the recording date this transaction shall automatically terminate.
- f) After recording, Buyer shall receive an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the purchase price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.
- g) Mineral rights may not pass with title to the Property.
- h) Neither Seller nor Seller's licensee make any representation as to the location of the lot corners or boundary lines. Buyer accepts sole responsibility for identifying and locating the corners and boundary lines of the lot.
- i) Survey, as-built survey, or recertification of survey shall be dated on or after \_\_\_\_\_, (date) OR  as required by Lender and/or Title Company.

**9) Documents/Disclosures Required By Law:**

- a) **Lead-Based Paint Warning:** Unless exempt, if the improvements on the Property include one or more residential dwelling(s) constructed prior to January 1, 1978, the Buyer shall not be obligated under the terms of this Purchase Agreement unless a completed Lead-Based Paint Disclosure form is signed by Seller and the Seller's real estate licensee(s), which must occur before the parties sign this Purchase Agreement. (See EPA pamphlet Protect Your Family From Lead in Your Home for more information.) If applicable, Buyer acknowledges receipt of the lead-based paint disclosure signed by the Seller prior to signing this offer.
- b) Buyer  has  has not received a copy of the **State of Alaska Residential Real Property Transfer Disclosure Statement**.
- c) Buyer  has  has not received a copy of the **Alaska Real Estate Commission Consumer Disclosure**.
- d) **Sex Offenders:** The State of Alaska requires the registration of sex offenders residing within the State of Alaska (AS12.63.010). The Alaska Department of Public Safety is charged with maintaining the registry created. For more

         /          /                        /          /           
 Buyer(s) Initials                      Seller's Initials  
 Exhibit 1

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Information, contact the Alaska State Trooper Post, Municipal Police Department or on-line at the State of Alaska /Department of Public Safety (<http://www.dps.state.ak.us>) Internet site by clicking on the Sex Offender Registry. As a buyer, it is your responsibility to independently investigate and verify for yourself the acceptability of a property with respect to these issues. (AS34.70.050). **If Buyer elects to terminate this agreement based upon this investigation, Buyer must provide Seller with written notice within the time set forth in Paragraph 10f.**

e) The State of Alaska maintains a list of properties that have been identified by Alaska law enforcement agencies as illegal drug manufacturing sites, including meth labs. For more information on this subject and to obtain a list of these properties, go to <http://www.dec.state.ak.us>. **If Buyer elects to terminate this agreement based upon this investigation, Buyer must provide Seller with written notice within the time set forth in Paragraph 10f.**

f) If a Resale Certificate or a Public Offering Statement is required by law for the transfer of this Property, it is hereby agreed that the time for the Buyer to review these documents begins on the date the Buyer acknowledges in writing the receipt of these documents. **In the event that this Purchase and Sales Agreement terminates and Buyer has received a Resale Certificate or Public Offering Statement, the Buyer agrees to deliver the Resale Certificate or Public Offering Statement to Seller or Seller's Licensee.**

**10) Physical Inspection of Property/Property Condition:**

a) Until the date of possession or recording, whichever is earlier, Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear.

b) Buyer and Seller understand that Brokers and/or Licensees are not experts in the areas noted below and Buyer and Seller should rely solely on experts who are qualified in these areas. Brokers and/or their Licensees make no representations regarding the Property, including whether the residence or other improvements meet current building codes, safety or other requirements; and assume no duty to investigate or verify any disclosures made by Seller.

c) Buyer shall have the right, at Buyer's expense, to have a licensed contractor(s) or other qualified professional(s) to further inspect and investigate the subject Property on or before 07/27/2022, (date)            a.m.            p.m.(time).

d) Buyer is advised to hire a qualified, licensed, adequately insured inspector upon terms satisfactory to Buyer, which may cover some of the provisions below.

e) Seller to approve Buyer's selection of a qualified professional(s) prior to any inspection or action. Such approval will not be unreasonably withheld. Buyer requests approval of the following inspector(s):  
Any Qualified Home Inspector/Contractor

f) Seller shall make the premises available for all inspections. Buyer shall defend, indemnify and hold Seller, Brokers and Licensees harmless from all liability or property damage including any liens, claims, or personal injury arising from the Property inspections. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this subsection, including Seller's reasonable attorney fees. This provision shall survive the termination or buyer default of this Purchase Agreement.

g) Buyer's inspection may include, but is not limited to: square footage; rental/lease agreements; applicable school boundaries; city and borough zoning or use restrictions; erosion; avalanche hazards; sex offenders; pests; structural; plumbing; sewer/septic system; well (quantity/quality); heating; appliances; insulation; electrical; roof; soils; drainage; foundation; mechanical systems; lot corners and boundaries; code compliances; or possible past or present environmental hazards such as asbestos, mold, illegal drug or substance manufacturing including meth labs, urea-formaldehyde, radon gas, waste disposal sites, underground tanks, water contamination and/or other substances/products, etc.

h) Buyer understands that measurements for square footage and/or dimensions may vary. It is the Buyer's responsibility to verify square footage (within the time set forth in Paragraph 10c) and not rely on information received from Seller, Brokers and Licensees, or governmental agencies.

i) Buyer is responsible for researching whether the property is in a 'fire and/or road service' area.

j) Buyer is advised to research land use, land use permits, building regulations, status of building permits, final completion documentation, status of PUR 101, PUR 102, and zoning affecting the Property, as well as rebate and weatherization/energy audit programs that may or may not be available for the Property.

k) Buyer shall furnish to Seller copies of all reports obtained by Buyer concerning the subject Property at no cost to Seller. Buyer and Seller understand that any written reports generated as a result of any inspection(s) and investigation(s) of this Property become a material amendment to the State of Alaska Residential Real Property Transfer Disclosure Statement. Upon the receipt by Buyer of any such new property disclosure, Buyer has seventy-two (72) hours, or as otherwise allowed under AS Sec 34.70.020, to terminate this Purchase Agreement.

BJ  
Buyer(s) Initials

DAK  
Seller(s) Initials  
EXHIBIT 1



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- 1 commitment from Lender. This Purchase Agreement shall terminate automatically unless Seller and Buyer
- 2 agree to modifications by Amendment to this Purchase and Sale Agreement.
- 3 ii) If Buyer fails to provide notice of inability to obtain loan commitment by such date (13a), or as modified by
- 4 Amendment, and this transaction does not record, through no fault of the Seller, Buyer shall be in default.
- 5 c) Seller shall deliver possession of the Property to the Buyer upon confirmation of recording or
- 6  under attached occupancy agreement or  other \_\_\_\_\_
- 7 d) Unless otherwise agreed in writing, Seller shall remove all debris, personal property not sold to Buyer, and leave
- 8 the Property in clean condition. Seller shall provide keys and/or means to operate all locks, including but not limited
- 9 to: mailboxes, security systems, alarms, garage door openers and any portable control devices for accessing the
- 10 Property upon confirmation of recording.
- 11 e) Buyer may walk through the Property prior to recording to determine there have been no material changes to the
- 12 condition of the Property.
- 13 f) If Property is a unit in a condominium or other common interest community, Buyer may be required to pay a deposit
- 14 to the homeowners' association (HOA) to obtain access to HOA facilities.
- 15
- 16

**14) Tenant Occupied Property:**

Seller to provide rental/lease agreement(s) including lead based paint disclosure(s) (if applicable) within three (3) business days of fully executed Purchase Agreement which are subject to Buyer's approval within the time set forth in Paragraph 10c. Seller and Buyer shall comply with the regulations contained in the Alaska Landlord/Tenant Act. All deposits shall be transferred to the Buyer at recording. Seller to provide Estoppel Certificate(s) prior to closing.

**15) Carbon Monoxide Detectors:**

Carbon Monoxide (CO) is a colorless, odorless, and potentially fatal gas produced by the burning of fossil fuel. You are advised to use CO detectors in your property and have heating systems inspected and serviced regularly. **Alaska Statute AS 18.070.095(a).**

**16) Home Warranty Protection Plans:**

Home warranty protection plans (HWPP) may be available to buyers and/or sellers for residential properties, including multi-family units, during and after recording of this transaction. However, the HWPP does not replace the need for an independent home inspection. The Real Estate Brokerages do not warrant or provide any product or service in connection with the HWPP. **In the event Buyer and/or Seller choose not to purchase a HWPP prior to recording, this paragraph shall serve as acknowledgement Buyer and/or Seller wish to waive their right to purchase the plan.**

**17) Brokerage Notice Regarding Earnest Money Deposits & Refunds:**

Under Alaska law (12 AAC 64.200), earnest money must be deposited into the Real Estate Brokerage trust account in a timely manner. Alaska Statutes and Regulations also require real estate brokerages to ensure the bank has cleared the earnest money deposit before funds can be released. If an offer is not accepted, or Purchase and Sale Agreement terminates, there may be up to fourteen (14) business days delay in refunding the earnest money to the Buyer, to allow the Buyer's check to clear the Real Estate Brokerage Trust Account. If Buyer provides written documentation from their bank showing funds have been deposited in Broker's Trust Account, Alaska Statutes & Regulations require the Broker refund the earnest money to the Buyer not more than one business day after the Buyer's check has cleared.

**18) Termination:**

In the event this Purchase Agreement is terminated as provided for in this Purchase Agreement, absent a default by the Buyer, all earnest money shall be returned to the Buyer and all parties shall be relieved of their obligations as set forth herein.

**19) Time is of the Essence and Remedies:**

Seller and Buyer understand that time is of the essence. If any obligation is not performed or waived as provided, or if any note or check received as earnest money or any other payment is not paid, honored or tendered when due, there shall be the following remedies:

- a) **If Buyer is in Default:** Except as provided in Paragraphs 3, 8e, 10k, 10l, 10m, 10q, 12d, 12f, 13b, 20 and 21, Seller's remedies shall be limited to liquidated damages in the amount of the earnest money set forth in Paragraph 1. It is agreed that such payments and things of value are liquidated damages and are Seller's sole and only remedy for Buyer's failure to perform the obligations of this contract. The parties agree that Seller's actual damages in the event of Buyer's default would be difficult to measure, and the amount of the liquidated damages herein provided for is a reasonable estimate of such damages.

<sup>DS</sup>  
[Signature] /  
Buyer(s) Initials

<sup>DS</sup>  
[Signature] /  
Seller(s) Initials  
Exhibit 1

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b) **If Seller is in Default:** Buyer may elect to treat this Purchase Agreement as canceled, in which case all earnest money paid by Buyer hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Purchase Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

**20) Earnest Money Dispute:**

Notwithstanding any termination of this Purchase Agreement, Buyer and Seller agree that, in the event of any controversy regarding the earnest money held by Broker, the Broker may:

- a) Make the determination as to the cause of the failure of this Purchase Agreement and distribute the earnest money accordingly after giving notice to Cooperating Broker, or
- b) Require the parties to execute an agreement for the release of the earnest money, in which case the earnest money shall be distributed in accordance with such agreement. If the parties are unwilling to execute an agreement for the release of earnest money, the parties shall submit the matter to mediation as provided below, and if mediation fails, the broker may file an interpleader action in a court of competent jurisdiction requesting the court to determine the distribution of the earnest money. Broker shall be entitled to an award from the earnest money of full reasonable attorneys' fees and costs.
- c) In the event the Broker makes a determination as to the cause of the failure of the Purchase Agreement and distributes the Earnest Money accordingly, the parties hereto agree to indemnify and hold the Broker harmless from any and all claims, liabilities or losses that either party may incur as a result of the Broker's decision.

**21) Mediation:**

If a dispute arises relating to this Purchase Agreement, between or among Buyer and Seller, and is not resolved prior to or after recording, the parties shall first proceed in good faith to submit the matter to mediation. Costs to be shared by mutual agreement between or among the parties. Unless otherwise agreed in mediation, the parties retain their rights to proceed to arbitration or litigation. If the parties have not agreed to mediation within 30 days from date of original dispute, it will be assumed that they do not wish to mediate the dispute and the Broker will act accordingly.

**22) Costs and Expenses:**

In the event of any arbitration or litigation relating to this Purchase Agreement, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

**23) Broker:**

- a) It is mutually agreed by all parties that the Brokers and/or their Licensees shall not be held liable in any manner whatsoever for damages arising from defaults or acts by or omissions of Buyer or Seller.
- b) Both Buyer and Seller acknowledge Brokers are participants of the Alaska Multiple Listing Service, Inc., (AK MLS) and are authorized to report details of the sale to AK MLS.

**24) Authorization to Release Information to Brokers:**

Buyer and Seller authorize any Lender, escrow agent, closing agent, appraiser, home inspector, surveyor and any other related party to this sale to furnish and provide any and all information and copies of documents related to this sale to both the Listing and Selling Brokers and their Licensees.

**25) Foreign Investment in Real Property Tax Act:**

The Foreign Investment in Real Property Tax Act ("FIRPTA") requires every person who purchases real property located within the United States from a "foreign person" to deduct and withhold a percentage of the gross sales price from the Seller's proceeds as currently required by the U.S. Internal Revenue Service, with certain exceptions, and to pay the amount withheld to the IRS. A "foreign person" includes a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, and foreign estate. Seller and Buyer agree to execute and deliver, as appropriate, any instrument, affidavit or statement, and to perform any acts reasonable or necessary to comply with FIRPTA.

**26) Attachments:**

The following attachments are hereby made part of this Purchase Agreement:

\_\_\_\_\_

\_\_\_\_\_

Buyer(s) Initials  
kj / /

Seller(s) Initials  
alt  
Exhibit 1

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**27) Additional Terms and Conditions:**

1. Buyer reserves the right to have an automatic 14 day option to extend closing due to third party delays.
2. Buyer to have early occupancy after due diligence period.
3. Closing to be performed by HOA Legal Services Inc.
4. Buyer and Seller understand and acknowledge that this sale is to include all outbuildings and Conex units.

See attached addendum for additional terms and conditions.

**28) Acceptance/Notice of Acceptance/Delivery:**

This offer may be accepted by being signed, or electronically signed, by the other party with no changes, and such acceptance shall be effective when a complete copy of the fully signed agreement is delivered to the other party by any one of the following methods:

- a) Hand delivery to the other party or the other party's licensee or the other party's Brokerage;
- b) Via email to the other party or the other party's licensee, but only if the person transmitting the email receives electronic confirmation that the email was received by the intended recipient; or
- c) Via facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

This Purchase Agreement may be signed in multiple counterparts with the same effect as if all parties signed the same documents.

Delivery of a photocopy, telefax, electronic, carbon or carbonless copy of a signed, or electronically signed, original of this Purchase Agreement or any other documents referred to herein shall be treated the same as delivery of the original.

Buyer(s) Initials  
*bj*

Seller(s) Initials  
*LAT*

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**29) Entire Agreement:**

This Purchase Agreement, the Residential Real Property Transfer Disclosure Statement, and any attached addenda constitute the whole agreement between the parties. No warranties, including any warranty of habitability, agreements or representations have been made or shall be binding upon either party unless herein set forth. This document may not be modified except in writing and signed by the Parties.

- a) Buyer agrees to purchase and pay for the above-described Property on the terms and conditions herein stated. Receipt of a copy of this Purchase Agreement is hereby acknowledged. Buyer understands this is a legally binding contract.
- b) Buyer agrees that recording of the sale will constitute an acknowledgment that the premises and its systems are acceptable at the time the sale is recorded.

In the event the Seller or Seller's Licensee has failed to notify Buyer or Buyer's Licensee, of the Seller's signed acceptance prior to 07/16/2022, (date) \_\_\_\_\_ a.m. 10:00 p.m. (time), this offer shall terminate.

This Purchase Agreement has significant legal and financial consequences. You are advised to seek independent legal and financial counsel, including tax advice from a tax attorney or CPA, before signing. The Brokers and Licensees cannot give legal, tax or financial advice.

**Buyer Signature(s)**

1: Kaitlyn Jackson 2: \_\_\_\_\_ 3: \_\_\_\_\_  
Fac. North Management Group, Inc

Date \_\_\_\_\_ Time: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

Print name(s) to be on documents \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

Name of Selling Broker's Office Real Broker Alaska

DocuSigned by: \_\_\_\_\_  
Licensee Signature [Signature] Licensee Signature \_\_\_\_\_  
Jacobsebring@...@...

Selling Licensee #1 Fax Number: \_\_\_\_\_ Selling Licensee #2 Fax Number: \_\_\_\_\_

Selling Licensee #1 Email: jacobsebring@gmail.com Selling Licensee #2 Email: \_\_\_\_\_

**Brokerage Fee:**

A real estate broker may be compensated by any party to a real estate transaction, by a third party, or by one or more of the parties to the transaction splitting or sharing the compensation. Seller and/or Buyer agree to pay forthwith at recording a brokerage fee in cash as stated in the Personal Services Agreement. (i.e. Listing Agreement, Buyer's Agreement)

DS  
[Signature]  
Buyer(s) Initials

DS  
[Signature]  
Seller(s) Initials  
Exhibit 1

**Purchase and Sale Agreement Regarding Property Described As:**

Address: 15639 Carl Street & 15632 & L2A, Anchorage, AK 99516

Legal (the Property): Rabbit Creek View & Hts L1A B1V

This form authorized for use ONLY by active Real Estate Licensee Subscribers of Alaska Multiple Listing Service, Inc.



**Seller Response: (sign only one!)**

- Seller accepts the foregoing offer as written. Seller agrees to sell and convey the Property described on the terms and conditions herein stated. Seller understands this is a legally binding contract.

Seller Signature(s)

1: \_\_\_\_\_ 2: \_\_\_\_\_ 3: \_\_\_\_\_

Date \_\_\_\_\_ Time: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

- Seller makes the attached Counter Offer

Seller Signature(s)

1: LEE ANN HAMERSKI \_\_\_\_\_ 2: \_\_\_\_\_ 3: \_\_\_\_\_

Date 7/18/2022 | 5:38 PM EDT Time: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

- Seller hereby rejects the foregoing offer and declines to make a Counter Offer

Seller Signature(s)

1: \_\_\_\_\_ 2: \_\_\_\_\_ 3: \_\_\_\_\_

Date \_\_\_\_\_ Time: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

Print name(s) \_\_\_\_\_

Address 15639 Carl Street & 15632 & L2A, Anchorage, AK 99516

Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

Name of Listing Broker's Office Keller Williams Realty Alaska Group of Wasilla

Licensee Signature DocuSigned by: Sheila Monson Licensee Signature \_\_\_\_\_

Listing Licensee #1 Fax Number: (907) 864-6565 Listing Licensee #2 Fax Number: \_\_\_\_\_

Listing Licensee #1 Email: Sheila.monson@outlook.com Listing Licensee #2 Email: \_\_\_\_\_

Buyer(s) Initials LS

Seller(s) Initials LSH

### Counter Offer to the Purchase and Sale Agreement

This form authorized for use ONLY by active Real Estate Licensee Subscribers of Alaska Multiple Listing Service, Inc.



1 Date: 07/20/2022  
 2 Regarding the Purchase Agreement dated 07/15/2022 referencing property commonly known as:  
 3 Address: 15639 Carl Street & 15632 & L2A, Anchorage AK 99516  
 4 Legal (the Property): Rabbit Creek View & Hls L1A B1V  
 5 in which Far North Management Group, Inc is/are referred to as Buyer  
 6 and Lee Ann Hamerski is/are referred to as Seller

7 Underlined accepts all of the terms and conditions in the above designated Purchase Agreement with the following  
 8 changes or amendments:

The following items are changed to not later than (if left blank or stricken through indicates NO CHANGE):

Page/Line/Change	Date:	Page/Line/Change	Date:
1/25	Verification of funds for an all cash offer.	4/24	Buyer to inspect property.
2/6	Qualification letter from Lender.	5/2	Buyer to provide written request/report.
2/14	Apply for new financing.	5/5	Parties agreement on inspection repairs.
2/37	Documentation for Seller Financing.	5/36	Funds for appraisal prepaid to Lender.
2/39	Seller approval of Buyer's Ability.	5/36	Appraisal to be ordered.
3/29	Title.	5/46	Days for agreement on appraisal repairs.
3/44	Survey.	5/53	Recording.

9 Purchase price shall be 00/100 \$  
 10 1. Keller Williams Owner Finance Terms and Conditions attached and hereby made part of this Purchase Agreement.  
 2. Buyer and Seller understand and agree property is being sold as-is and where-is.  
 3. Seller's closing costs to be limited to only: Owner Title Insurance, 50% of Recording Fee & Escrow Closing Fee, 50% of Attorney Doc Prep Fee, and 100% of Brokerage Fee. All other closing costs are to be the responsibility of the Buyer. Buyer to be responsible for any and all inspections to include well, septic, and basic water quality and COSA fees, should buyer choose to have these items.  
 4. Buyer accepts As-Built provided by Seller dated 2/1/2021  
 5. Title company to be Title Alliance of Alaska, Anna Beebe - Escrow Officer, service@taofalaska.com, P: 907-308-8455  
 6. Buyer and Seller agree to close as soon as title company and closing company can arrange documents and after Buyer's due diligence time period, and no later than August 10th, 2022  
 7. Buyer to provide Seller with a credit report from Dean Jackson, Director & Secretary, and Kaitlyn Jackson, Director, President, & Treasurer, no later than 7/29/2022.

11 **Withdrawal of Counter Offer:** The party making this Counter Offer may withdraw this Counter Offer prior to  
 12 notification of acceptance from the other party.  
 13 Seller reserves the right to continue to offer the Property for sale and accept any other offer prior to notification of  
 14 Buyer's acceptance.

15 This Counter Offer shall expire unless the party making this Counter Offer is notified of its acceptance no later than  
 16 07/22/2022 (date) 10:00  a.m.  p.m. (time).

17 **Notification of Acceptance or Withdrawal of this Counter Offer may be made only by one of the methods**  
 18 **specified in Section 28 of the Purchase and Sale Agreement.**

19 Date: 07/20/2022 Time: \_\_\_\_\_  a.m.  p.m.

20  Buyer  Seller 1: Lee Ann Hamerski 2: \_\_\_\_\_ 3: \_\_\_\_\_  
 21 Brokerage Real Broker Alaska Licensee(s) [Signature]

The undersigned accepts the above Counter Offer

24 7/21/2022 | 7:03 PM EDT  
 25 Date: \_\_\_\_\_ Time: \_\_\_\_\_  a.m.  p.m.

26  Buyer  Seller 1: LEE ANN HAMERSKI 2: \_\_\_\_\_ 3: \_\_\_\_\_  
 27 Brokerage Keller Williams Alaska Group Licensee(s) Sheila Monson



Anchorage & Eagle River  
Mat-Su  
Kenai Peninsula  
Fairbanks  
www.kwalaskagroup.com

**Owner Financing Terms**

Date 07/18/2022

In reference to the Purchase and Sale Agreement between:

Far North Management Group, Inc, the Buyer(s), and Lee Ann Hamerski, the Seller(s),

dated 07/15/2022, covering the real property commonly known as:

Address: 15639 Carl Street & 15632 & L2A, Anchorage, AK 99516

Legal (the Property): Rabbit Creek View & Hts L1A B1V

Promissory Note Amount: \$ 500,000.00 Interest Rate on Note %: 6 Is Interest Rate Fixed?  Yes  No

If interest rate is adjustable, how is it to be adjusted: \_\_\_\_\_

Payment Amount: \$ 2997.76 (PI ONLY) Payment Due Date(s):  Monthly  Annually  Other Sept 1, 2022, & 1st of the month thereafter

Balloon Payment(s):  Yes  No Amt. and Due Date(s): \_\_\_\_\_  
Full payment of all principal, interest, fees due on the 60th monthly payment.

Maturity Date of Note: amortized for 30 years, due in 5 yrs

Due on Sale Clause:  Yes  No

Late Payment Fee:  Yes  No If Yes, 5 % of a monthly payment or \$ \_\_\_\_\_ if more than 10 days late (may not be less than 5 days).

Pre-Payment Penalty:  Yes  No (prepayment penalty cannot be requested on a 1-4 family home) If Yes, what is penalty amount and method of calculation: \_\_\_\_\_

Proof of Payment of Taxes Required:  Yes  No If Yes, How:  Tax Service Fee OR  
 Written Proof of Payment of Taxes Submitted to Lender by Borrower Receipt from Muni showing paid.

Release Provisions?  Yes  No (if yes, see attached for options)

Will this Deed of Trust be in a first lien position?:  Yes  No If no, will existing Deed of Trust be  Assumed, OR  Wrapped. If assumed or wrapped, where is Deed of Trust held? \_\_\_\_\_ Acct No. \_\_\_\_\_

Other Special Conditions of Deed of Trust (e.g.: any restriction on use of property while Deed of Trust encumbers property): Buyer to have home owners insurance naming Seller as beneficiary. If Buyer is more than 30 days late on any one payment Seller has the right to pursue foreclosure.

Is Property Improved:  Yes  No If Yes, Is insurance required:  Yes  No  
If Yes, amount of insurance required: \$ 500,000 or Balance Owing on Note \$ 500,000

Note and Deed of Trust shall be escrowed at: First National Bank

Is mobile home included in this transaction?  Yes  No If yes, does seller have the title?  Yes  No

Seller/Lender 1: LEE ANN HAMERSKI Buyer/Borrower 1: \_\_\_\_\_  
DocuSigned by: Lee Ann Hamerski Far North Management Group Inc.

7/18/2022 | 5:38 PM EDT

Seller/Lender 2: \_\_\_\_\_ Buyer/Borrower 2: \_\_\_\_\_

A  
L  
A  
S  
K  
A

2022-031571-0

Recording Dist: 301 - Anchorage  
8/26/2022 08:15 AM Pages: 1 of 4



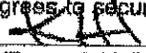
**PROMISSORY NOTE**

\$500,000.00

FOR VALUE RECEIVED, the undersigned, Far North Management Group, Inc. herein called Payor, whose address is PO Box 141876, Anchorage, AK 99514, promises to pay to the order of Hamerski Family Trust, whose address is Hamerski Family Trust, PO Box 110371, Anchorage, AK 99508, herein called Payee, the principal sum of FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) together with interest at a rate of SIX POINT ZERO percent (6.0%) per annum of the balance remaining from time to time unpaid. Interest shall be amortized over a period of thirty (30) years. That said principal and interest shall be payable to an escrow account, upon finalization, held by FIRST NATIONAL BANK account # TBD and the place of payments shall not be changed without the express written consent of the Payor, and shall take place in consecutive MONTHLY installments of (\$2,997.75) commencing thirty days after the date of close and continuing on the 1st day of each month thereafter for SIXTY MONTHS (60). Interest shall begin accruing thirty days from the date of close. The entire balance of principal and interest is estimated to be paid in full sixty (60) months from the date of the first payment and in accordance with other sale terms memorialized in the Purchase and Sale Agreement of first dated July 20, 2022.

1. If default be made in the payment of any installment under this Note, and if such default is not made good within thirty (30) days, the payee may seek in writing to request the entire principal sum and accrued interest to become due. Failure to exercise this request shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. If any suit or action is instituted to collect this Note or any part thereof, the undersigned promise and agree to pay, in addition to the costs and disbursements provided by statute, a reasonable sum as attorney's fees in such suit or action.

2. Payor and payee acknowledge that this promissory note is for the primary purpose to purchase of multiple lots of real property with the legal descriptions: Lots 1A and 2A, and Tract B-1, Block 1V, RABBIT CREEK VIEW AND RABBIT CREEK HEIGHTS SUBDIVISION REPLAT, according to the official plat thereof, filed under Plat Number 2004-91, Records of the Anchorage Recording District, Third Judicial District, State of Alaska. This real property is within the Municipality of Anchorage and taxed in accordance to its municipal codes. Parties acknowledge that title report for the this transaction identified three separate, but adjacent real property lots, and that payee provided payor with specific information that a structure (or house) at 15639 Carl Street exists currently on all three lots to some extent. Payor intends to eventually correct this issue by petition to the Municipality to re-plat. Re-platting will inevitably alter the pro-rata square footage of this real property transfer. This shall in no way alter the terms of this note regarding total payment amount or interest rate. Payee expressly agrees to allow payor to subdivide property and agrees to secure the interests per lot, pro rata, necessary costs at buyer's expense.

  
(Payee Initial)

Promissory Note  
Page 1 of 3

Exhibit 3  
Page 1 of 4

3. The current pro rata percentage value based on Municipality Property Assessments of the three adjacent lots of real property is as follows:

Lot 1A, Blk 1V (15639 Carl St)	=	49.253%
Lot 2A, Blk 1V	=	10.469%
Tract B-1, Blk 1V (15852 Carl St)	=	40.272%

These percentages shall be used and applied for the pro rata apportionment of Initial payment and subsequent monthly installment payments until this note is paid in full.

4. Payor reserves the right to transfer or assign its interests to any company or entity in which it also has an interest, or to an individual holding an interest in such company or entity. Upon bona fide sale or transfer of ownership of this real property, subdivided or not, to a third-party in which Payor does not hold an interest, the agreed upon acceleration of final payments or due on sale clause shall remain in effect.

5. Payor agrees to provide Payee receipt of taxes paid to the Municipality of Anchorage within a reasonable amount of time as those taxes become due.

6. Payor agrees to keep said property in good condition and repair, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made there on; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law.

7. Payor shall maintain and deliver adequate insurance.

8. This Promissory Note applies to, ensures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

9. The Payee agrees to continue to abide by the terms of the Hamerski Family Trust.

10. All remedies provided in this Promissory Note are distinct and cumulative to any other right or remedy afforded by law or equity, and may be exercised concurrently, independently or successively.

11. This Promissory Note shall be governed by the laws of the State of Alaska. In the event that the terms of this Note shall become in conflict with Alaska law, the Note shall be given effect to the greatest extent possible without the conflicting provision.

12. Parties agree that they have had opportunity to have independent counsel review this Note and their signatures evidence that they voluntarily agree to its terms.

13. This agreement shall not be modified or amended except by written agreement signed by both parties.

14. This Agreement contains the entire agreement between the parties. This agreement shall be binding upon the parties and their respective heirs, executors, legal representatives and successors.





**FLORIDA JURAT**

State of Florida )  
County of okaloosa )

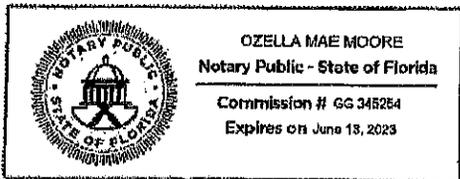
On 08/23/2022, before me, OZELLA MAE MOORE  
Date Notary Name

the foregoing instrument was subscribed and sworn to before me by:

Kattlyn I Hecks

*Name of Affiant(s)*

- Personally known to me -- OR --
- Proved to me on the basis of the oath of \_\_\_\_\_ -- OR --  
Name of Credible Witness
- Proved to me on the basis of satisfactory evidence: DRIVER LICENSE  
Type of ID Presented



WITNESS my hand and official seal.

Notary Public Signature: Ozella Mae Moore

Notary Name: OZELLA MAE MOORE

*Notarized online using audio-video communication*

**DESCRIPTION OF ATTACHED DOCUMENT**

Title or Type of Document: promissory note

Document Date: 08/23/2022

Number of Pages (including notarial certificate): 4

