

AFTER RECORDING, RETURN TO:  
Michael J. Tullius, Mary S. Tullius,  
Jessica R. Tullius and Katelyn N. Tullius  
1334 N Street  
Anchorage, Alaska 99501

Anchorage Recording District

**WARRANTY DEED**

(A.S. 34.15.030)

ATGA: 91556/SAK

The GRANTOR, JAMES B. GOTTSTEIN AS TRUSTEE OF THE **JAMES B. GOTTSTEIN REVOCABLE TRUST, DATED APRIL 19, 1995**, whose mailing address is *129 Kualapa Place, Lahaina, Hawaii 96761*, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, conveys and warrants to GRANTEES, **MICHAEL J. TULLIUS AND MARY S. TULLIUS**, husband and wife, as tenants by the entirety with full right of survivorship, **JESSICA R. TULLIUS**, an unmarried person, **AND KATELYN N. TULLIUS**, an unmarried person, *together as tenants in common*, whose mailing address is *1334 N Street, Anchorage, Alaska 99501*, the following-described real estate:

Lot 13A, Block 25A, South Addition, according to the official plat thereof filed under Plat No. 83-177, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

SUBJECT TO minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed herein. No representations are made as to the present ownership of any such interests. There may be leases, grants, exceptions, or reservations of interests that are not listed herein or in the public records.

FURTHER SUBJECT TO the reservations and exceptions as contained in U.S. Patent No. 874526, recorded November 26, 1923 in Book 11 at Page 106 and/or in Acts authorizing the issuance thereof.

FURTHER SUBJECT TO the notes as recited on Plat(s) of said Subdivision.

FURTHER SUBJECT TO the slope easements as dedicated and reserved on the Plat(s) of said Subdivision.

FURTHER SUBJECT TO the easements as shown on the Plat(s) of said Subdivision.

FURTHER SUBJECT TO the Extended Sewer Connection Contract 1-83, including the terms and provisions thereof, by and between James Hosler and Anchorage Water and Wastewater Utility, recorded June 15, 1983 in Book 912 at Page 244.

DATED: this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR: JAMES B. GOTTSTEIN REVOCABLE TRUST, DATED APRIL 19, 1995**

\_\_\_\_\_  
By: James B. Gottstein  
Its: Trustee

STATE OF \_\_\_\_\_ )  
  )       ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **JAMES B. GOTTSTEIN AS TRUSTEE OF THE JAMES B. GOTTSTEIN REVOCABLE TRUST, DATED APRIL 19, 1995.**

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

*[Grantees signature and notary acknowledgement appear on the following page]*

**GRANTEES:**

\_\_\_\_\_  
Michael J. Tullius

\_\_\_\_\_  
Mary S. Tullius

STATE OF ALASKA                                    )  
  )  
\_\_\_\_\_ JUDICIAL DISTRICT                 )             ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **MICHAEL J. TULLIUS AND MARY S. TULLIUS.**

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

*[Grantees notary acknowledgement continue on the following page]*

\_\_\_\_\_  
Jessica R. Tullius

STATE OF ALASKA                    )  
  )  
\_\_\_\_\_ JUDICIAL DISTRICT        )

ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **JESSICA R. TULLIUS**.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Katelyn N. Tullius

STATE OF ALASKA

)

)

ss.

\_\_\_\_\_  
JUDICIAL DISTRICT

)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **KATELYN N. TULLIUS**.

\_\_\_\_\_  
Notary Public in and for Alaska

My Commission Expires: \_\_\_\_\_

AFTER RECORDING RETURN TO:

First National Bank Alaska  
Attn: Escrow Department  
P.O. Box 100720  
Anchorage, Alaska 99510

*Anchorage Recording District*

ATGA: 91556/SAK

## DEED OF TRUST

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THIS DEED OF TRUST made this \_\_\_\_ day of \_\_\_\_\_, 2024, between **MICHAEL J. TULLIUS AND MARY S. TULLIUS**, husband and wife, **JESSICA R. TULLIUS**, an unmarried person, AND **KATELYN N. TULLIUS**, an unmarried person, whose mailing address is *1334 N Street, Anchorage, Alaska 99501*, herein collectively called **Trustor**, **ALYESKA TITLE GUARANTY AGENCY**, whose mailing address is *3801 Centerpoint Drive, Suite 102, Anchorage, Alaska 99503*, herein called **Trustee**, and **JAMES B. GOTTSTEIN AS TRUSTEE OF THE JAMES B. GOTTSTEIN REVOCABLE TRUST, DATED APRIL 19, 1995**, whose mailing address is *129 Kualapa Place, Lahaina, Hawaii 96761*, herein called **Beneficiary**.

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

**Lot 13A, Block 25A, South Addition, according to the official plat thereof filed under Plat No. 83-177, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.**

TOGETHER with the tenements, hereditaments, fixtures, and appurtenances thereunto belonging, or in anywise appertaining, the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits; to have and to hold the same, with the appurtenances, unto the Trustee;

TOGETHER WITH, all interests, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the property;

TOGETHER WITH, all easements, rights-of-way, and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments, and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same; and

TOGETHER WITH, all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the property; and any and all sidewalks, alleys, strips and gores of land adjacent to or used in connection with the property.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Trustor herein contained; (2) Payment of indebtedness evidenced by one promissory note (Deed of Trust Note) of even date herewith, in the principal sum of \$400,000.00 payable to Beneficiary or order, with interest thereon at the rate of 7.0% per annum.

*A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:*

1. Care. 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 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 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.

2. Insurance. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to the above-named Beneficiary, including builder's risk insurance if appropriate, in an amount equal to the full insurable value of the property. 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 the 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. If there are no improvements or structures located on this property, this paragraph shall not apply.

3. Defend. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary, or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

4. Taxes. To pay: at least ten days before delinquency all taxes and assessments affecting said property; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs fees and expenses of this Trust.

5. Expenditures. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof with interest from date of expenditure at the rate set forth in the promissory note (Deed of Trust Note) secured hereby.

6. Protection of Security. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such 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 compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable attorneys' fees.

*B. IT IS MUTUALLY AGREED THAT:*

1. Condemnation. 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 monies as received in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. No Waiver. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive the right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. Trustee Special Powers. At any time or from time to time, without liability therefore 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.

4. Reconveyance. Upon written request of Beneficiary stating that all sums secured hereby have been paid and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees Trustee shall reconvey, without warranty, the property then held hereunder. The recitals 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."

5. Additional Security. 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 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.

6. Default.

a. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of its 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 precinct wherein said real property or some part thereof is situated.

b. 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. Notwithstanding the foregoing the Beneficiary shall be entitled to enter an offset bid at the 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 proceeding 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 or Beneficiary, as hereunder defined, may purchase at such sale.

c. 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 set forth in the promissory note (Deed of Trust Note) secured hereby; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

d. Any default under any encumbrance senior in priority to this Deed of Trust, and any attempt by anyone to enforce any lien that is superior in priority to or is asserted to be superior to this Deed of Trust, shall be deemed a default in Trustor's obligations hereunder. If Beneficiary advances any monies to the holder of any encumbrance or lien that Beneficiary in good faith believes may have priority over this Deed of Trust, which advance Beneficiary in good faith believes is necessary to protect Beneficiary's interests under this Deed of Trust, then Trustor shall reimburse Beneficiary for said advances within ten (10) days of the sending of written demand therefore, and failure by Trustor to do so reimburse Beneficiary shall be deemed a default in Trustor's obligations hereunder.

7. Binding. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as a Beneficiary herein, or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Acceptance. 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 any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party.

9. Substitute Trustee. 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 hereinunder with the same effect as if originally named Trustee herein.

10. Remedies. The power of sale conferred by this Deed of Trust and permitted by the laws of the State of Alaska is not an exclusive remedy and when not exercised, Beneficiary may foreclose this Deed of Trust judicially or seek any other remedy available at law or permissible by the terms of this Deed of Trust or any agreement incorporated herein.

C. *SPECIAL CONDITIONS AND COVENANTS:*

1. This Deed of Trust is to be held by FIRST NATIONAL BANK ALASKA.

2. Trustor shall not sell, transfer or convey the property encumbered herein or any portion thereof without payment in full of the outstanding balance of the Deed of Trust Note hereby secured and payment in full of any other amounts due under the terms of this Deed of Trust and Deed of Trust Note hereby secured. Sale of all or any portion of the property without such payment in full shall be considered a default of this Deed of Trust.

3. Maturity. For purposes of AS 34.20.150, this Deed of Trust and Deed of Trust Note matures on the 9<sup>th</sup> day of January, 2028.

*[Trustor signature & notary acknowledgment appear on the following page]*

**TRUSTOR:**

\_\_\_\_\_  
Michael J. Tullius

\_\_\_\_\_  
Mary S. Tullius

STATE OF ALASKA   )  
  )  
\_\_\_\_\_ JUDICIAL DISTRICT                                        )         ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **MICHAEL J. TULLIUS AND MARY S. TULLIUS.**

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

*[Trustor notary acknowledgment continues on the following page]*

\_\_\_\_\_  
Jessica R. Tullius

STATE OF ALASKA

)

)

ss.

)

\_\_\_\_\_ JUDICIAL DISTRICT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **JESSICA R. TULLIUS**.

\_\_\_\_\_  
Notary Public in and for Alaska

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Katelyn N. Tullius

STATE OF ALASKA                            )  
  )  
\_\_\_\_\_ JUDICIAL DISTRICT            )

ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **KATELYN N. TULLIUS**.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

*[Beneficiary signature & notary acknowledgment appear on the following page]*

**BENEFICIARY:                 **JAMES B. GOTTSTEIN REVOCABLE TRUST, DATED  
  **APRIL 19, 1995******

\_\_\_\_\_  
By: James B. Gottstein  
Its: Trustee

STATE OF \_\_\_\_\_ )  
  ) )  
COUNTY OF \_\_\_\_\_ )

ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **JAMES B. GOTTSTEIN** AS TRUSTEE OF THE **JAMES B. GOTTSTEIN REVOCABLE TRUST, DATED APRIL 19, 1995**.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Anchorage Recording District  
\_\_\_\_\_, 20\_\_\_\_

## REQUEST FOR FULL RECONVEYANCE

*(To be used only when note has been paid)*

TO: ALYESKA TITLE GUARANTY AGENCY

The undersigned is the legal owner and holder of indebtedness secured by a Deed of Trust dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and recorded on \_\_\_\_\_, 2024, as Serial No. 2024-\_\_\_\_\_-0, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

ALL SUMS SECURED THEREBY HAVE BEEN FULLY PAID. YOU ARE HEREBY REQUESTED AND DIRECTED TO CANCEL ALL EVIDENCES OF INDEBTEDNESS SECURED BY SAID DEED OF TRUST AND TO RECONVEY, WITHOUT WARRANTY, THE ESTATE NOW HELD BY YOU, DESCRIBED AS:

Lot 13A, Block 25A, South Addition, according to the official plat thereof filed under Plat No. 83-177, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

**JAMES B. GOTTSTEIN REVOCABLE TRUST, DATED  
APRIL 19, 1995**

\_\_\_\_\_  
By: James B. Gottstein  
Its: Trustee

THE DEED OF TRUST NOTE OR NOTES AND EVIDENCES OF  
FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST.