

Address: 5411 WINDFLOWER Street



| | | | |
|--------------------|-----------|----------------------------|--------------|
| Listing # | 09-5018 | Price-List | \$ 244,900 |
| Status | Active | Near | Anchorage |
| Zip Code | 99507 | Type | Multi-Family |
| Beds | 4 | Baths | 3.00 |
| Acres | 0.14 | Bldgs-Ttl # | 1 |
| Carport | 0 | Garage | 4 |
| Units-Ttl # | 2 | Prkg Spcs | 4 |
| Latitude | 61.171790 | Longitude | -149.850443 |
| Year Built | 1982 | Income-Gross Annual | |

Exp-Annual

Area: 35 - E Tudor Rd - Abbott Rd
Borough/Census Area: 1A - Anchorage Municipality
Region: 1 - Southcentral Alaska Region
Zoning: R2M - Multi Family Residential

| | | | | | |
|--------------------------|-------|----------------------------|--------------------|------------------------|----------------|
| School-Elementary | Tudor | School-Middle | Wendler | School-High | East Anchorage |
| Energy Rating | | Remote Description | | SF-Building Apx | 2,040 |
| SF-Lot | 6,060 | Assessed Value | \$ 206,100 | Tax ID | 0092646400001 |
| Tax Map #-Mat-Su | N/A | Grid # (Muni Anch) | SW1933 | Taxes | \$ 4,081 |
| Tax Year | 2008 | Construction Status | Existing Structure | Year Remodeled | |
| Year Updated | | Prkg Spcs | 4 | Price-List | 244,900.00 |

Directions: From Tudor R. on Lake Otis, R. on Waldon Dr., L. on Little Tree St., R. on 53rd, L. on Windflower to property on left side of the street. Or come up access road on east side of Seward Hwy from Dowling

Legal: Alpine Meadows North L9 B3

Public Remarks: Property details, owner standard forms on listing licensee web site. Institutional owner, seller responds promptly. Offers are due by 5:00 pm, Wednesday, April 29, 2009. Duplex with attached double garage for each unit. Cosmetic condition fair, price so reflects.

Multi-Family Type: Duplex; Side by Side
Building Info: Units- # of 2 BR: 2
Exterior Finish: Wood
Roof Type: Asphalt/Comp Shingle
Foundation Type: Other-See Remarks
Garage Type: Attached; Heated
Carport Type: None
Heat Type: Forced Air
Fuel Type: Natural Gas
Sewer-Type: Public
Water-Type: Public
Access Type: Paved; Maintained

Topography: Level
Wtrfrnt-Frontage: None
Wtrfrnt-Access Near: None
Docs Avl for Review: Docs Posted on MLS

Mortgage Info: EM Minimum Deposit: 2,500
New Finance (Terms): Cash; Conventional; FHA; VA

Features-MultiFamily: Fixer-Upper; Covenants; Washer/Dryer; Washer/Dryer HkUp; In City Limits; Paved Driveway

Unit #1: Bath - Full: 1; Bath-Half: 1; Bedroom: 2; Kitchen: 1; Living Room: 1; Parking Spaces: 2; Garage: 2

Unit #2: Bath - Full: 1; Bath-Half: 1; Bedroom: 2; Kitchen: 1; Living Room: 1; Parking Spaces: 2; Garage: 2

LO: Coldwell Banker Best Properties

All information is deemed reliable, but is not guaranteed. All measurements, square footage, etc. are approximations. School boundaries are subject to change. Verification of listing content by all parties is recommended and should be independently verified. See [copyright notice](#).

Prepared by Niel Thomas, ABR, CCIM, CRS on Saturday, April 25, 2009 3:52 PM

The information on this sheet has been made available by the MLS and may not be the listing of the provider.



Coldwell Banker Best Properties
3000 C Street, Suite 101
Anchorage, AK 99503
Niel Thomas Direct: 265-9106
Direct Fax: 375-2962
NThomas@RealS8.com

Memo

Date: April 25, 2009
To: Buyers Considering Foreclosed Property
From: Niel Thomas, ABR, CCIM, CRS, Associate Broker
Bethany Stamper, Licensed Assistant
Subject: Licensee disclosure concerning property condition
Waiver of property disclosure form

The attached package consists of disclosures that I am making concerning the property at 5411 Windflower.

In addition to the information in the pages attached, the following disclosures are provided:

Freeze damage repaired, see plumber reports attached. Interior condition fair, holes in garage sheet rock. Air vents into garage from heating ducts may not be to code. Price does not include seller providing unit heaters.

When you make an offer on this property you are required to initial your receipt of this cover memo and every page of the package.

Please review the Alaska Real Estate Commission Consumer Pamphlet that was given to you either by myself before I provided you with "specific assistance" concerning the property, or by the licensee who represents you. That pamphlet outlines the duties that real estate licensees owe the public in all relationships. Please note that these duties do not include the duty "to conduct an independent investigation of a property". You are specifically advised that I and my firm have not conducted an independent investigation of this property, and do not plan to do so.

Determining the condition of the property, which was acquired in foreclosure by a lending institution, is your responsibility. What is required by law to be disclosed by myself as a licensee is attached hereto and represents all the information that I will be providing.

Finally, please note the waiver form that is part of this package. Alaska law provides that a buyer and seller may waive the obligation for them to complete the form provided by the Alaska Real Estate Commission. This institutional owner requires this waiver be executed as a condition of selling the property to you.

Buyer: _____/_____



State of Alaska Residential Real Property Transfer Disclosure Statement

Waiver By Agreement

AS 34.70.110

Prepared in compliance with Alaska Statute (AS) 34.70.010 - 34.70.200

Legal Description: Alpine Meadows North L9 B3

Property Address/City: 5411 WINDFLOWER Street, Anchorage, AK 99507

Under AS 34.70.110, completion of this disclosure statement may be waived when transferring an interest in residential real property if the Seller and Buyer agree in writing.

Parties may wish to obtain professional advice and/or inspection of the property.

It is recommended that the buyer read the complete State of Alaska Residential Real Property Transfer Disclosure Statement.

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Transferee (Buyer) Awareness Notice: Under AS 34.70.050, Transferee (Buyer) is independently responsible for determining whether a person who has been convicted of a sex offense resides in the vicinity of the property that is the subject of the Transferee's (Buyer's) potential real estate transaction. This information is available at the following locations: Alaska State Trooper Posts, Municipal Police Departments, and on the State of Alaska, Department of Public Safety Internet site: www.dps.state.ak.us.

★ ★ ★ ★ ★ ★ ★ ★ ★ ★

Transferee (Buyer) Awareness Notice: Under AS 34.70.050, Transferee (Buyer) is independently responsible for determining whether, in the vicinity of the property that is the subject of the transferee's potential real estate transaction, there is an agricultural facility or agricultural operation that might produce odor, fumes, dust, blowing snow, smoke, burning, vibrations, noise, insects, rodents, the operation of machinery including aircraft, and other inconveniences or discomforts as a result of lawful agricultural operations.

★ ★ ★ ★ ★ ★ ★ ★ ★ ★

By law, completion of this disclosure statement may be waived when transferring an interest in residential real property if the Transferor (Seller) and the Transferee (Buyer) agree in writing. If both parties agree to waive the requirement to complete this disclosure statement, please sign below.

Signing this waiver does not affect other obligations for disclosure.

Seller: _____ Date: _____

Seller: _____ Date: _____

Buyer: _____ Date: _____

Buyer: _____ Date: _____

_____/_____/_____
Seller's Initials Date 5411 WINDFLOWER Street, Anchorage, AK 99507
Property Address _____ _____
Buyer's Initials Date

Tax Record Report for Parcel 0092646400001 at 5411 Windflower Cir, Anchorage, AK
99507

General Property Data

| | | | |
|---------------|--|--------------|---------------|
| Owner | BROWN BYRON P | Parcel | 0092646400001 |
| Owner Address | 5411 WINDFLOWER CIRCLE 5411 Windflower Circle ANCHORAGE, AK 99507-1670 | Tax District | 003 |
| Zoning | R2M | Card | 01 |
| Region | 10 - Municipality of Anchorage | | |

Legal

| | | | |
|----------------|--------|------------|---------------------------------|
| Land Use Code | Duplex | Plat | 820463 |
| Multi Use | Y | Legal Desc | ALPINE MEADOWS NORTH BLK 3 LT 9 |
| Grid | SW1933 | Land Size | 6,060 |
| Neighborhood # | 20A35 | Style | TWO STORY |
| Year Built | 1982 | Eff Year | 1,982 |
| Total SqFt | 2,040 | | |

Residential Characteristics

| | | | |
|-------------|----|------------|---|
| Bedrooms | 4 | Full Baths | 2 |
| Rec Rooms | 0 | Half Baths | 2 |
| Total Rooms | 10 | | |

Current Property Data

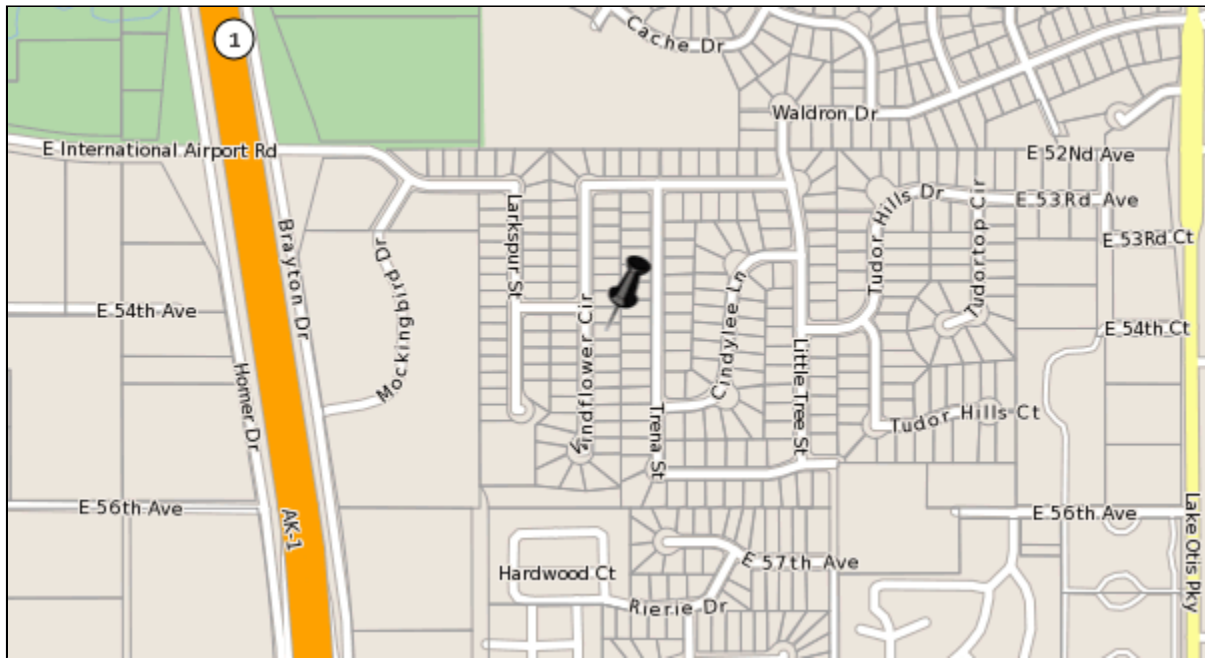
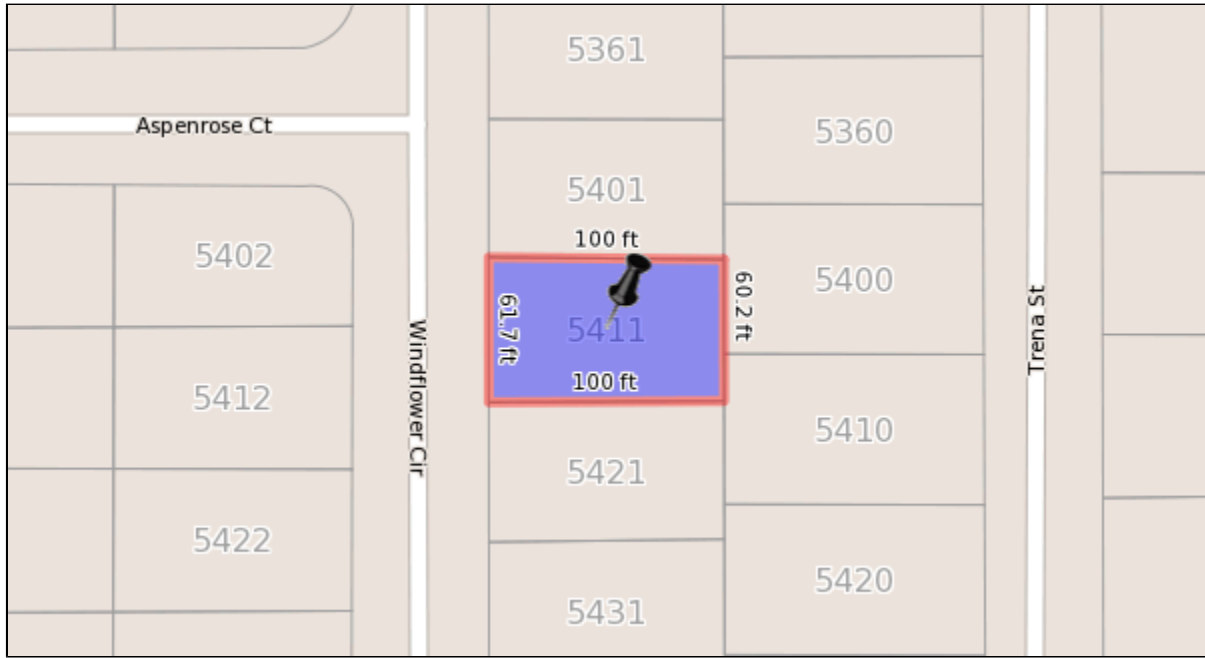
| | | | |
|----------------|----------|-------------|------------|
| Tax Year | 2008 | Land Value | 63,400 |
| Building Value | 210,700 | Total Value | 274,100 |
| Mill Rate | 1,489 | Tax Amount | 4,081 |
| % Complete | 76 | Deed Date | 01/11/2006 |
| Prev Deed Date | 01/11/06 | Deed Book | 2006 |
| Prev Deed Book | 2006 | Deed Page | 0002163 |
| Prev Deed Page | 2163 | | |

Details

| | |
|---------------------------|--|
| Land Info: | Grade: Even; Well Site: No; Drainage: Good |
| Topography: | Level |
| Utilites: | Public Sewer; Public Water |
| Access Info: | Good |
| Street Info: | Curb & Gutter; Paved; Front Traffic: Low |
| Misc.: | Ext Wall: Wood; Phys Cond: Normal Wear & Tear; Recreate Dt: 08/02/1984 |
| Heat: | System: Central; Type: Forced Air; Fuel: Natural Gas |
| SqFt: | 1 Flr SF: 1080; 2 Flr SF: 960 |
| Stacks: | EZ FP: 2 |
| Fixture: | Additional: 2; Total: 14 |
| Res Additions (1): | 1st Level: Wood Deck; Area: 24 |
| Res Additions (2): | 1st Level: Wood Deck; Area: 24 |
| Res Additions (3): | 1st Level: Cov'd Open Porch; Area: 15 |
| Res Additions (4): | 1st Level: Cov'd Open Porch; Area: 15 |
| Res Additions (5): | 1st Level: Attch/built Garage; Area: 792 |

Sales

| Year | Land Value | Bldg Value | Total Value | Mil Rate | Taxes | Per Complete | Deed Date | Book | Page | Owner |
|------|------------|------------|-------------|----------|----------|--------------|-----------|------|------|---------------|
| 2008 | 63,400.00 | 210,700.00 | 274,100.00 | 1489.00 | 4,081.00 | 76 | 1/11/2006 | 2006 | 2163 | BROWN BYRON P |
| 2007 | 60,400.00 | 218,600.00 | 279,000.00 | 1454.00 | 4,056.00 | 78 | 1/11/2006 | 2006 | 2163 | |
| 2006 | 54,300.00 | 210,000.00 | 264,300.00 | 1528.00 | 4,038.00 | 79 | 1/11/2006 | 2006 | 2163 | |
| 2005 | 42,200.00 | 192,200.00 | 234,400.00 | 1628.00 | 3,816.00 | 81 | 1/23/2002 | 2002 | 9480 | |
| 2004 | 42,200.00 | 177,600.00 | 219,800.00 | 1618.00 | 3,556.00 | 80 | 1/23/2002 | 2002 | 9480 | |





[<Back](#) [Taxes](#)

[Comparable Sales](#)

Public Inquiry Parcel Details

[Show Parcel on Map](#)

Parcel: 009-264-64-000

Residential Duplex

04/10/09

STRUCTURED ASSET SECURITIES ALPINE MEADOWS NORTH
CORP SERIES 2006-GEI4 BLK 3 LT 9
US BANK NATIONAL ASSOC /TRSTE
% 7495 New Horizon Way
Frederick MD 21703 Site 5411 Windflower Cir

Lot Size: 6,060 ---Date Changed--- ----Deed Changed----
Zone : R2M Owner : 02/05/09 Stateid: 2009 / 0003283
Tax Dist: 003 Address: 02/05/09 Date : 01/21/09
Grid : SW1933 Hra # : Plat : 82-0463
GRW: PIWR REF #:

ASSESSMENT HISTORY

| | ---Land-- | --Building- | ---Total--- | |
|---------------------|-----------|-------------|-------------|----------------|
| Appraised Val 2007: | 60,400 | 218,600 | 279,000 | |
| Appraised Val 2008: | 63,400 | 210,700 | 274,100 | --Exemption-- |
| Appraised Val 2009: | 69,000 | 206,100 | 275,100 | -----Type----- |
| Exempt Value 2009: | 0 | 0 | 0 | |
| State Credit 2009: | | | 0 | |
| Resid Credit 2009: | | | 0 | |
| Taxable Value 2009: | | | 275,100 | |

Liv Units: 002 Common Area: Leasehold: Insp Dt: /
07/06 Quick Reinv

IMPROVEMENT DATA

| | | |
|--|-------------------------------------|--|
| Style : Two Story | Story Ht : 2.0 | Exterior Walls: Wood |
| Year Built : 1982 | Remodeled: | Effective Year: 1982 |
| Total Rooms: 10 | Bedrooms : 04 | Recreation Rms: 0 |
| Full Baths : 2 | Half Bths: 2 | Add't Fixtures: 2 |
| Heat Type : Central | Fuel Type: Natural Gas | Sys Heat Type : Forced Air |
| Fp: Stacks : | Openings : | Free Stand : |
| Extra Value: | Extra Val: | E-Z Set Firepl: 2 |
| Condo Style: | Condo Flr: | Condo Com Prop: |
| Grade : Average | Cst/Desgn: | Condition : Average |

IMPROVEMENT AREA

| | | | | |
|---|---|----------------------------------|-----|--------|
| Basement : 0 | FIN/BSMT : | Basement Gar: | Car | Living |
| 1st Floor : 1,080 | 2nd Floor : 960 | 3rd Floor : | 0 | Area: |
| Half Floor: 0 | Attic Area: 0 | FIN DEEP BSM: | | 2040 |

ADDITIONAL FEATURES

| Basement: | 1st Floor: | 2nd Floor: | 3rd Floor: | Area: |
|-----------|-------------------|------------|------------|-------|
| | Wood Deck | | | 24 |
| | Wood Deck | | | 24 |
| | Cov'rd Open Porch | | | 15 |
| | Cov'rd Open Porch | | | 15 |
| | Attached Garage | | | 792 |

Feedback E-mail: wwfipa@muni.org

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CWM Services

**9580 Carlson Road
Anchorage, AK 99507-4324**

Invoice

| Date | Invoice # |
|-----------|-----------|
| 4/17/2009 | 7536 |

| Bill To |
|--|
| Coldwell Banker Best Properties Niel Thomas 3000 C Street Suite 101 Anchorage, AK 99503 |

| Ship To |
|----------------------------------|
| 5411 Windflower Anchorage, AK |

| Terms | Service Date |
|----------------|--------------|
| Due on receipt | 4/17/2009 |

| Description | Amount |
|---|-----------------------|
| Winterized domestic plumbing system. (Average 1.5 bathroom home) | 195.00 |
| Set up appointment with water utility for water turn-off, meet water company for turn-off, and drain water service line from house to street. | 48.00 |
| South side of the duplex is already winterized. | |
| Thank you for your business. | Total \$243.00 |

CWM Services

**9580 Carlson Road
Anchorage, AK 99507-4324**

Invoice

| Date | Invoice # |
|----------|-----------|
| 2/6/2009 | 7437 |

| Bill To |
|--|
| Coldwell Banker Best Properties Niel Thomas 3000 C Street Suite 101 Anchorage, AK 99503 |

| Ship To |
|----------------------------------|
| 5411 Windflower Anchorage, AK |

| Terms | Service Date |
|----------------|--------------|
| Due on receipt | 2/6/2009 |

| Description | Amount |
|--|------------------------|
| <p>02/04 - Checked reported frozen property. Found all upstairs plumbing fixtures frozen. The kitchen sink faucet was frozen. The downstairs half bathroom toilet and lavatory were still functional. Cut and capped main water service line in the crawlspace to prevent flooding when the heat is restored to the building. Removed water from the downstairs toilet and added antifreeze to the bowl and tank.</p> <p>1.25 Hours labor at \$96.00 per hour. 1/2 Gallon Cryotek antifreeze.</p> | <p>120.00 7.00</p> |
| <p>02/06 - Returned after heat had been restored to the building. Reconnected the main water service line in the crawlspace. Replaced a blown off angle stop valve under the bathroom sink upstairs. turned water back on to the property briefly to check for other leaks. There are burst pipes in the ceiling of the dining room area and likely in the wall between the upstairs bathroom and bedroom.</p> <p>1.5 Hours labor at \$96.00 per hour. Angle stop valve.</p> <p>I believe that the other leaks, busted pipes, could be located and repaired for 500.00 - 1000.00. Sheetrock would have to be removed in the bedroom wall upstairs and possibly in the dining room ceiling. Price estimate does not include sheetrock repair.</p> | <p>144.00 6.00</p> |
| Thank you for your business. | Total \$277.00 |

CWM Services

**9580 Carlson Road
Anchorage, AK 99507-4324**

Invoice

| Date | Invoice # |
|----------|-----------|
| 4/6/2009 | 7521 |

| Bill To |
|--|
| Coldwell Banker Best Properties Niel Thomas 3000 C Street Suite 101 Anchorage, AK 99503 |

| Ship To |
|----------------------------------|
| 5411 Windflower Anchorage, AK |

| Terms | Service Date |
|----------------|--------------|
| Due on receipt | 4/6/2009 |

| Description | Amount |
|--|--------|
| <p>Checked reported lack of heat in the south side of the duplex and "noisy" heat in the north side of the building. Found that the primary high limit control in the south side furnace had failed. The limit failed due to a clogged furnace filter. Replaced the filters in the furnaces on both sides of the building. The furnace of the north side appears to be operating properly.</p> <p>1.25 Hours labor at \$96.00 per hour. Two pleated Filters.</p> <p>The high limit that needs to be replaced is not available locally. I am attempting to locate a new switch at this time. The heat is not operational in the south half of the building, this unit is winterized and daytime temperatures are above freezing at this time.</p> | 120.00 |

| | |
|------------------------------|-----------------------|
| Thank you for your business. | Total \$120.00 |
|------------------------------|-----------------------|

CWM Services

**9580 Carlson Road
Anchorage, AK 99507-4324**

Invoice

| Date | Invoice # |
|-----------|-----------|
| 4/13/2009 | 7531 |

| Bill To |
|--|
| Coldwell Banker Best Properties Niel Thomas 3000 C Street Suite 101 Anchorage, AK 99503 |

| Ship To |
|----------------------------------|
| 5411 Windflower Anchorage, AK |

| Terms | Service Date |
|----------------|--------------|
| Due on receipt | 4/13/2009 |

| Description | Amount |
|--|-----------------------|
| Installed new high limit on the furnace in the south side of the building. | |
| Minimum service call. | 96.00 |
| York High limit switch. | 28.00 |
| UPS shipping. | 28.00 |
| Thank you for your business. | Total \$152.00 |

CWM Services

**9580 Carlson Road
Anchorage, AK 99507-4324**

Invoice

| Date | Invoice # |
|-----------|-----------|
| 2/13/2009 | 7452 |

| Bill To |
|--|
| Coldwell Banker Best Properties Niel Thomas 3000 C Street Suite 101 Anchorage, AK 99503 |

| Ship To |
|----------------------------------|
| 5411 Windflower Anchorage, AK |

| Terms | Service Date |
|----------------|--------------|
| Due on receipt | 2/13/2009 |

| Description | Amount |
|--|-----------------------|
| <p>Thursday. Repair of property due to Freeze damage. Located and repaired one freeze damaged pipe in the wall between the upstairs bathroom and bedroom. Replaced leaking tub valve cartridge. Replaced hot water supply riser under the upstairs lavatory. Replaced leaking toilet angle stop and supply riser on the upstairs toilet. Replaced leaking toilet flapper, ballcock and tank to bowl connection gaskets on ht upstairs toilet. Replaced leaking toilet water mixing valve above the water heater. Replaced freeze damaged kitchen sink faucet. Replaced leaking upstairs lavatory faucet cartridge.</p> <p>Returned and rechecked the property on Friday.</p> <p>5.75 Hours labor at \$96.00 per hour. 552.00 2 - Moen 125B valve cartridge. 38.00 Braided stainless lavatory supply riser. 5.00 Angle stop and supply riser for the toilet. 9.50 Toilet flapper. 6.00 Fluidmaster toilet ballcock. 9.00 Tank to bowl connection kit. 7.00 Adjustable toilet water mixing valve. 29.00 Pipe and fittings. 47.00 Delta 300 WF Faucet. 91.00 Moen Valve Cartridge 0.00</p> <p>This half of the unit could be winterized separately from the other side for 232.00. This would protect the unit from reoccurrence of freeze damage if the furnace were to malfunction.</p> | |
| Thank you for your business. | Total \$793.50 |

CWM Services

**9580 Carlson Road
Anchorage, AK 99507-4324**

Invoice

| Date | Invoice # |
|-----------|-----------|
| 2/18/2009 | 7462 |

| Bill To |
|--|
| Coldwell Banker Best Properties Niel Thomas 3000 C Street Suite 101 Anchorage, AK 99503 |

| Ship To |
|----------------------------------|
| 5411 Windflower Anchorage, AK |

| Terms | Service Date |
|----------------|--------------|
| Due on receipt | 2/18/2009 |

| Description | Amount |
|---|-----------------------|
| Winterize domestic plumbing system. (Average 1.5 bathroom home) | 193.00 |
| Cut and capped the water supply line to the unit in the crawlspace. | 39.00 |
| Thank you for your business. | Total \$232.00 |

The pages that follow are the seller's Standard Counter Offer and Addendum. They are included for information purposes only and are not required to make an offer to purchase. Should your offer be accepted, the seller will prepare this document and it will become part of the final ratified contract.

You are encouraged, however, to review these forms. They contain many provisions that are common to institutionally-owned sellers. These provisions are not consistent with much of what is found in the Alaska MLS Purchase and Sale agreement. To the extent that the Alaska agreement differs from this seller's attached eight-page agreement, the latter is controlling and supersedes the Alaska agreement.

Niel Thomas
Coldwell Banker Best Properties
907-265-9106
NThomas@RealS8.com
www.RealS8.com



COUNTER OFFER

Date: **08/02/2007**

Buyer: **Miller, Calvin**

Address: **342 N KLEVIN ST
ANCHORAGE, AK, 99508**

Seller: Owner of Record

This is a Counter Offer to the Offer and Seller Addendum dated **08/02/2007**, regarding property located at **342 N KLEVIN ST, ANCHORAGE, AK** and supersedes any prior Counter Offers and/or Buyer's addenda between Owner of Record, Seller, and Buyer. Seller's Addendum and all terms not inconsistent with this Counter Offer remain effective. Both Counter Offer, Seller's Addendum are attached and will supersede the contract to the extent they are consistent.

1. Sales price to be **\$245,000.00**
2. Buyer is to deposit earnest money of **\$2,000.00** in listing agent's escrow account or with Seller's closing agent upon acceptance of this counter offer. Seller will be unable to accept entire contract without written proof of the Buyer's earnest money deposit.
3. Seller will make no repairs or inspections to the subject property unless expressly addressed below.

Should any lender or any insuring entity or agency require that certain repairs to the Property be made or that certain other conditions be met, the Seller, at its sole option, may comply with such requirements or terminate the Contract. Further, should any FHA Conditional Commitment or VA Certificate of Reasonable Value vary from the agreed upon purchase price of the Property, then Seller, at its sole option, may terminate the Contract.

Seller will pay a maximum of **\$0.00** toward lender required repairs only. If lender required repairs are less than **\$0.00**, any excess shall be credited back to the Seller. Buyer must provide documentation from lender specifying list of required repairs. Bids are required for repairs and must be supplied to the Seller from bonded, licensed vendors for review and approval. All work will be scheduled and coordinated by the listing agent. Repairs will not be authorized until Buyer provides documentation of full mortgage commitment.

4. Termite inspection will be the responsibility of the BUYER. Any termite corrective work and/or treatment will be at the expense of the BUYER, unless otherwise noted below in paragraph number 11.
5. Closing is to occur on or before **10/03/2007**. Time is of The Essence. No extension will be given without prior written approval. Seller reserves the right to extend closing date if legible copies of signed contract are not received in a timely manner. The Buyer shall be charged a per diem fee of \$50.00 per day for any extension of the escrow period past the closing date of **10/03/2007**. The Buyer shall not be obligated for any delays caused by the Seller's title company/closing agent. Closing to occur at office or physical location of Seller's choice. Buyer may use council of choice as representation at settlement. Seller will pay for Owner's Title policy if closing occurs at Seller's directed office and the Owner's policy is ordered through closing office listed below. Seller's representation will be:

Name: **Professional Escrow** Phone#: **(206) 957-1301** Fax#: **(206) 957-1307**

6. Seller will pay a maximum of **\$3,000.00** towards Buyer's closing costs(this includes non-allowables, pre-paid and points). If Buyer's closing costs are less than this amount, any excess shall be credited back to the Seller. If applicable, FHA or VA non-allowables will be capped at a maximum of **\$0.00**. This will NOT be additional to any incentives offered if applicable.
7. Agent commission will be paid in accordance with the listing agreement. Agent commission will be based on the sales price of **\$245,000.00**. If property does not close, no commission will be paid.

Buyer Initials _____ | _____



Address: **342 N KLEVIN ST,
ANCHORAGE, AK, 99508**

Buyer: **Miller, Calvin**

8. All pro-rations, including without limitation, pro-rations of any and all taxes, fees, utilities, homeowner or condominium association assessments and dues and any and all other charges against the Property reflected on the settlement statement and executed by the Seller are final. No adjustments or payments will be made by the Seller after Closing.
9. **FINAL OFFER ACCEPTANCE IS SUBJECT TO INVESTOR APPROVAL.**
10. No other incentives apply.
11. Seller will pay \$3,000 towards buyer closing costs.

The original contract and all addenda must be received by Seller within **five (5) days** of the date of this document. Otherwise, Seller can terminate the contract for Buyer's non-performance. Original contract including all original offers and counter offers are subject to review and signature by Seller. Unless acceptance of this Counter Offer is signed by the person receiving it, and communication of acceptance is made by delivering a signed copy in person, by mail or by facsimile, which is personally received by the person making this Counter Offer by 5:00 p.m. **08/07/2007**, this Counter Offer shall be deemed revoked and deposit shall be returned to the Buyer. This Counter Offer may be executed in counterparts. As the person(s) making this Counter Offer on the terms above, receipt of a copy is acknowledged.

Buyer Intitials _____ | _____

Property Address:

342 N KLEVIN ST, ANCHORAGE, AK, 99508

STANDARD SELLER'S ADDENDUM

This Seller's Addendum is attached to and is a part of the Offer. The Seller's Addendum will supercede the contract where inconsistent. The following terms and conditions are accepted and incorporated into the Purchase Contract, subject to the following, and in accordance with certain state requirements: Paragraphs in the purchase contract (offer) which require initials by all parties, but are not initialed by all parties, are excluded from the final agreement. Unless otherwise specified in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original offer.

1. Property is sold in its present "As Is" condition with no warranties, repairs, or inspections completed from the Seller, unless expressly addressed below. Buyer agrees that by closing hereunder Buyer has received no promises as to condition and no warranties, and has been afforded an opportunity to obtain an inspection by an inspector of Buyers choosing. No personal property is included in this sale, unless otherwise specified.
2. Buyer agrees that in contracting to buy the Property, Buyer has not relied upon any representation made by the Seller or Wells Fargo Home Mortgage, or any parent, subsidiary or affiliate thereof, or any of their officers, directors, employees, agents or representatives.
3. Buyer shall provide proof of funds or shall obtain a free Pre-Qualification letter from Wells Fargo Home Mortgage and shall submit same with this offer. Buyer is in no way obligated to obtain financing from Wells Fargo Home Mortgage and is free to obtain financing from any lender Buyer chooses. If Buyer does not submit either of the above with this Offer or within two (2) business days of the date of this offer, Seller will not consider the offer. Buyer shall have final written loan approval at least ten (10) days prior to the schedule closing date.
4. Buyer has until the 7th calendar day from the date of the fully ratified contract to declare contract null and void as a result of inspection findings. After the 7th calendar day, Buyer is obligated to complete the purchase or forfeit their earnest money deposit.
5. Buyer is advised that Seller works closely with certain escrow companies, title companies, title agents, title attorneys, and other closing agents that are familiar with Seller's forms, documents, procedures, and special requirements. By utilizing such entities, Seller is generally able to achieve closings quickly and efficiently. **Unless Buyer chooses otherwise**, Seller will deposit the contract with a company, attorney or agent of Seller's choice to perform all necessary title services and products either itself or through a title company chosen by Seller. However, Buyer is advised that the use of such companies, attorneys or agents is not required, nor is such use a condition of the sale of the property to Buyer.
6. Closing to occur at the office or physical location of Seller's choice. Buyer may use counsel of their choice to represent the Buyer at closing at Buyer's expense.
7. Seller will pay for Seller closing costs agreed to with Seller's Preferred Closing office as well as any costs agreed to on the PAS Counter Addendum at closing. If Listing/Selling Agent or Buyer initiates title or closing with a different Attorney or Closing office; any additional Seller closing costs beyond those that would be charged at Seller's Preferred Closing office, including but not limited to, title, closing and misc. fees, will be the responsibility of the Agent or Buyer.
8. Seller does not agree to Arbitration and Mediation.
9. Seller will not assign to Buyer any rights to any insurance claims and proceeds covering destruction or damage to property. Furthermore, Seller's insurance policies are non-transferable and will not be prorated at closing.
10. The original contract and all addenda (or clear facsimile copy) must be received by date specified in the counter offer. Otherwise, Seller can terminate the contract for Buyer's non-performance. Original contract including all original offers and counter offers are subject to review and signature by Seller.
11. Buyer is aware that the property will remain on the market during the counter stages and that any and all offers will be considered.
12. This contract may not be assigned.
13. This property may be subject to ground rent, the seller will not redeem the ground

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14. Any special assessments, municipal assessments, or liens that are due or incurred after closing will be the responsibility of the Buyer. Seller does not agree to comply or bring property into compliance with any and all violation notices or requirements noted or issued by any governmental authority, or actions in any court on account thereof, against or affecting the property at the date of settlement of this contract, unless expressly addressed in the Seller's Addendum or Counter Offer. Buyer specifically agrees to comply or bring property into compliance with any government code or other requirements.
15. The Seller requires 72 hours prior to settlement to review and execute any lender required documents, HUD1, and/or any other documents requiring the Seller's signature. The Seller cannot be responsible for any loss or damage due to settlement being delayed if the Seller is not given the full 3 business days for review and execution of these items.
16. Prohibited sale: The following are strictly prohibited from directly or indirectly purchasing any property owned or managed by Premiere Asset Services: (i) employees of Wells Fargo, its affiliates or subsidiaries and their immediate family members; and (ii) the agents, employees and family members of the listing real estate agent or agency.
17. Title to convey via special/limited warranty deed. Notwithstanding legal description in this offer, addenda or counter offer, the legal description according to title report shall control.
18. Seller will not provide a survey, appraisal or a home warranty, unless otherwise specified in the sellers counter offer.
19. If applicable, retrofit to be paid by Buyer(s). Seller represents that the property as of the close of escrow, will be compliance with Health and Safety code 19211 by having water heaters braced, anchored or strapped in place in accordance with these requirements. (California only)
20. All prorations, including without limitation, prorations of any and all taxes, fees, utilities, homeowner or condominium association assessments and dues and any and all other charges against the Property as reflected on the settlement statement executed by the Seller are final. No adjustments or payments will be made by the Seller after closing. Tax Pro-rations shall be based upon the last ascertainable actual tax bill and shall be final as of closing. There shall be no pro-ratio adjustment. This paragraph controls all pro-rations as described, regardless of language to the contrary in the offer, addendum or counter offer.
21. The Buyer shall not be allowed, under any circumstance, to receive funds from the closing that exceed the amount of the earnest money plus prepaid deposits paid by the Buyer. In the event that the proposed HUD reflects proceeds to the Buyer in excess of the earnest money and prepaid deposits, the closing cost credit by Seller shall be reduced so that the Buyer receives an amount exactly equal to the earnest money amount, plus prepaid deposits by the Buyer.
22. FINAL OFFER ACCEPTANCE IS SUBJECT TO INVESTOR APPROVAL.
23. Seller shall have a minimum of thirty (30) days from the earlier of the closing date or the date upon which Seller receives a copy of a title insurance commitment/title report within which to resolve title exceptions, defects, or other title issues which in any way impede or impair Seller's ability to convey insurable title. If, within such thirty (30) day period, Seller determines that it is unable or unwilling to resolve such matters, the Buyer (I) may take title in its then state, thereby waiving any title objections, or (II) terminate the contract and receive a refund of any deposit as Buyer's sole and exclusive remedy. Alternatively, in such circumstances, Seller may terminate the contract and refund Buyer's deposit, such refund being Buyer's exclusive remedy for such termination. In the event Seller fails to resolve such issues within the aforesaid thirty (30) day period, it shall be presumed that Seller has determined that it is unable or unwilling to resolve such issues.
24. Termination of Contract: In the event the Contract is terminated by Seller pursuant to any provision of the Contract, this Addendum, or any other addendum or counter offer, Seller's sole liability to Buyer will be to return Buyer's deposit, at which time the Contract shall cease and terminate and Seller and Buyer shall have no further obligations, liabilities or responsibilities to one another. Notwithstanding any language to the contrary in the offer, addenda or counter offer, if buyer defaults in the performance of the contract, 100% of the earnest money will go the seller

Buyer Initials _____ | _____



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25. Notwithstanding any language to the contrary in the offer, addendum, or counter offer, in any action or proceeding between buyer and seller, seller does not agree to indemnify or hold broker(s) harmless from and against any and all liability, loss, cost, damages or expenses incurred by Broker(s).
26. Seller makes no representation and advises buyers to make their own investigation to determine the source of the water supply and type of sewage disposal system.
27. This property may be subject to a redemption period per your State's requirements. It is important that you check with the closing attorney or closing agent on your sale to see if these periods have expired, as the subject property would not be available for closing until the period that applies has expired, or could possibly not close due to a prior mortgagor or lien holder exercising their option according to the applicable period that would apply in your State. Seller makes no guarantees or representations on timeframes of expiration of redemption periods as may apply in your State. Should one of the above periods apply to your sale, and prohibit closing, Buyer may exercise their option to cancel the contract of sale and receive earnest monies back from Seller. No additional compensation will be paid by Seller for any expenditure made by Buyer regarding this property.
28. If the buyer is participating in a 1031 Exchange, the buyer(s) understands and agrees that all obligations related to the purchase of this property and the timeliness of the closing shall remain in full effect regardless of the buyer's participation in the 1031 Exchange. Buyer(s) shall remain solely responsible and liable to the Seller for Buyer(s)' performance of each and every warranty and obligation under this agreement.
29. Pursuant to the Department of the Treasury's Office of Foreign Assets Control ("OFAC"), Premiere Asset Services is prohibited from engaging in any transactions with any individual or entity that may appear on the list of Specially Designated Nationals and Blocked Persons, Specially Designated Terrorists, or Specially Designated Narcotics Traffickers. Therefore, the following information must be provided. If Buyer fails to provide this information, Seller will not consider your offer. This information will only be used for the sole purpose of screening against OFAC's list and the World Check List.

Buyer Initials _____ | _____



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Please provide the following information:

Buyer 1

| | | | |
|-------------|--------------|------------|------|
| First Name: | Middle Name: | Last Name: | |
| Address: | City: | State: | Zip: |
| Country: | DOB: | Phone #: | |

Buyer 2

| | | | |
|-------------|--------------|------------|------|
| First Name: | Middle Name: | Last Name: | |
| Address: | City: | State: | Zip: |
| Country: | DOB: | Phone #: | |

Buyer 3

| | | | |
|-------------|--------------|------------|------|
| First Name: | Middle Name: | Last Name: | |
| Address: | City: | State: | Zip: |
| Country: | DOB: | Phone #: | |

Buyer's Agent Information

| | | | |
|-------------|------------|----------|------|
| First Name: | Last Name: | Company: | |
| Address: | City: | State: | Zip: |
| Email: | Phone #: | Fax #: | |

Buyer's Company/Corporation/Partnership

If buyer is a Company/Corporation/Partnership or is not purchasing as an individual, buyer must provide full company/corporation name and Articles of Incorporation and signing authority.

Full Name of Company/Corporation:

List All Principal Owners (greater than 25% share) of Partnership or LLC. Include address and dates of birth for each:

Corporation Tax ID:

If any purchaser is on OFAC's and/or World list as described above, this contract shall be of no effect, and shall be immediately cancelled. No party shall be liable to the other party in any way, for any claims whatsoever. Any earnest money shall be returned.

Buyer Initials _____ | _____



Property Address: **342 N KLEVIN ST, ANCHORAGE, AK, 99508**

PROPERTY CONDITION ADDENDUM

Addendum to the Purchase Contract accepted by Buyers for property located at: **342 N KLEVIN ST, ANCHORAGE, AK.**

LEAD-BASED PAINT DISCLOSURE

This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until 9 p.m. on the seventh calendar day after ratification. The lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet Protect Your Family From Lead in Your Home for more information. This contingency will terminate at the predetermined deadline unless the Purchaser (or Purchaser's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, either with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option within 10 (ten) days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification form a risk assessor or inspector demonstrating that the condition has been remedied before the close of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Purchaser shall have 10 (ten) days to respond to the counter-offer or remove this contingency and buy the property in "as is" condition or this contract shall become void. The purchaser may remove this contingency at any time without cause.

Buyer acknowledges they have received the Lead Base Paint pamphlet. Yes N/A Buyer Initials _____|_____

"AS-IS" DISCLOSURE

Buyer is aware that Seller acquired the property which is the subject of this transaction by way of foreclosure, and that the Seller is selling and Buyer is purchasing the property in an "AS-IS" CONDITION WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE. Buyer acknowledges for Buyer for Buyer's successors, heirs and assignees, that Buyer has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of Buyer's choosing, and that in purchasing the property, Buyer is not relying on Seller or its agents as to the condition of the property and/or any improvements thereon, including, but not limited to, roof, foundation, soils, electrical, plumbing, heating, basement, mechanical systems, water or septic systems, geology, lot size or the existence of termites or other wood destroying insects, radon or hazardous substances, whether or not the property is located in a flood zone or whether the property conforms to local ordinance or regulations, including zoning or suitability of the property and/or in compliance with any city, county, State and/or Federal statutes, codes or ordinances. Buyer is not relying on Seller or it's agents as to the condition of property and /or any improvements thereon, including but not limited to mold, roof, foundations, etc. THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN AN "AS-IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION.

WARNING:

A winterization may have been performed at this property pursuant to a work order issued by the current owner. The sole purpose of a winterization is to prevent damage from freezing pipes. The winterization completed at this property was a system shut-down only; the plumbing system was not tested for damage or leaks. This procedure is not a guaranty or warranty of any kind with respect to the HVAC, plumbing, or any other mechanical systems at this property. The plumbing system should be de-winterized by a licensed contractor or plumber before the water is turned back on, to assure that the system is operational.

Buyer Initials _____ | _____



Property Address: **342 N KLEVIN ST, ANCHORAGE, AK, 99508**

MOLD DISCLOSURE AND RELEASE

Buyer is hereby advised that mold and/or other microscopic organisms may exist at the property known as **342 N KLEVIN ST, ANCHORAGE, AK**. Such microscopic organisms and / or mold may cause physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Buyer acknowledges and agrees to accept full responsibility/risk for any matters that may result from microscopic organisms and/or mold and to hold harmless, release and indemnify Seller and Seller's managing agents from any liability / recourse / damages (financial or otherwise). Buyer understands that Seller has taken no action to remediate mold. Buyer hereby acknowledges this disclosure and release and is aware of the condition set forth therein. This disclosure and release is executed voluntarily and with full knowledge of its significance. Wells Fargo Home Mortgage, Premiere Asset Services or managing agents are not qualified to inspect property for mold or make recommendations or determinations concerning possible health or safety issues. The purpose of this disclaimer is to put Buyers on notice to conduct their own due diligence regarding this matter using appropriate, qualified experts. This is a legal document and Buyers are advised to seek legal counsel prior to executing same.

| | | |
|-----------------------|--------------------|------|
| Buyer Name (printed) | Buyer (signature) | Date |
| | | |
| Buyer Name (printed) | Buyer (signature) | Date |
| | | |
| Seller Name (printed) | Seller (signature) | Date |
| | | |
| Seller Name (printed) | Seller (signature) | Date |
| | | |

IMPORTANT NOTICE: This document may contain information that is considered confidential and may not be transmitted through unencrypted email. The transmission of information on this document should be completed by uploading to the Agent Portal or by faxing with a cover page to 866-859-0455.

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