

CERTIFICATION OF IDENTIFICATION

Property Address: **TR3 Steamboat Drive, Anchorage, AK 99516**

I, **Mattanaw Christopher Matthew Cavanaugh Mattanaw**, have provided the following documentation as proof of identity and hereby certify that the same is authentic.

Document Type: Passport

Document Number: 671338785

Date of Issue: 30 Nov 2021

Date of Expiration: 29 Nov 2031

The identification above contains the photo which corroborates that the party signing this acknowledgement is the same person shown on the ID.

YES NO

2nd ID, if required by lender

Document Type: _____

Document Number: _____

Date of Issue: _____

Date of Expiration: _____

Date of Birth: 12/18/1980 Mattanaw Christopher Matthew Cavanaugh Mattanaw
**Mattanaw Christopher Matthew Cavanaugh
Mattanaw**

FUTURE CONTACT INFORMATION - SELLER

Seller: **Mattanaw Christopher Matthew Cavanaugh Mattanaw**

Premises: **TR3 Steamboat Drive, Anchorage, AK 99516**

My/Our forwarding mailing address is:

1120 Huffman Rd STE 24, Anchorage, AK 99515

Phone number(s):

Name: Mattanaw Christopher Matthew Cavanaugh Mattanaw Phone: 559-332-3834

Name: _____ Phone: _____

Email address:

Name: Mattanaw Christopher Matthew Cavanaugh Mattanaw Email: cmcavanaugh@g.harvard.edu

Name: _____ Email: _____

Preferred method of communication:

- Mail
- Phone
- Email
- Text

Please note this information is being gathered for any post-closing issues that may arise.

In addition, Title Alliance of Alaska, LLC sends out marketing pieces approximately 5 times a year that we feel will be of value to our clients. If you do not wish to receive any of the Title Alliance of Alaska, LLC marketing pieces, you may opt out at any time. Please know that we value you as a lifelong customer, your referrals and, most importantly, your privacy. This information will not be shared with any third parties for marketing or soliciting purposes.



101 W Benson Blvd. Ste 200, Anchorage, AK 99503
Phone: (907) 308-8455 Fax: (888) 794-2880

To: **Title Alliance of Alaska, LLC**
Escrow Officer: Danielle Thurow
Re: **TR3 Steamboat Drive**

Date: November 20, 2023
File No.: 850-200819

ESCROW INSTRUCTIONS

Sellers: Mattanaw Christopher Matthew Cavanaugh Mattanaw
Buyers: Christopher Kennedy and Lynne Gallant

Please read this document carefully. It requires the use of individual arbitration to resolve disputes instead of jury trials or class actions.

Legal Description:

See Exhibit A

A.P.N. 02022102000

Terms: Buyer has agreed to purchase the above described property for a total consideration of \$430,000.00, plus closing costs, to be disbursed in accordance with the closing statement being signed concurrently herewith and the terms contained on the attached Escrow Instructions Addendum, if applicable.

Prorations and Payoffs: You are instructed to prorate and adjust as of the date of recording, based on a 360 day and/or 365 day basis. Should the recording date differ from the date used on the estimated settlement statements, the undersigned hereby authorize Escrow Agent to make the necessary adjustments on the Estimated settlement statements without further acknowledgment or notice. Should the Buyer or Seller need to deposit additional funds to cover these adjustments, Buyer and/or Seller agree to do so immediately upon notification by the Escrow Officer.

Prorations and payoff of taxes, assessments and loans are based on figures obtained from other sources and Title Alliance of Alaska, LLC cannot guarantee nor have liability for the accuracy thereof.

Tax prorations are based on figures showing on the last tax due date or estimates of the current year's taxes. Escrow Agent is required to report to the Internal Revenue Service the total amount of the Seller's tax proration credits which appear on the Final Settlement Statement on all residential transfers. Prorations for homeowner's dues, interest and/or insurance are based on the difference between the date they have been paid to, as disclosed by other parties, and the date of closing. It is understood that water and utility charges will be adjusted between the parties outside of escrow. For the purposes of this escrow these figures are considered final.

Payoff figures are based on the demand from creditor/lender as due on the day payment is received. It is understood by the obligated payer that all funds required to payoff the assessment, lien, and/or encumbrance shall be deposited with Escrow Agent or net proceeds may be adjusted by Escrow Agent, if applicable, to the obligated party. It is understood that water and utility charges will be adjusted between the parties outside of escrow.

Payments, Insurance and Reserves: The parties guarantee that the premium for any insurance policy which has been deposited to this escrow has been paid in full.

Buyers hereby agree to make all installments herein agreed, on or before due date regardless of written verification from the lender, collecting agency, and/or Escrow Agent.

Title Insurance: Title Alliance of Alaska, LLC is hereby authorized to deliver and record necessary documents and disburse the above funds, together with any additional funds, including proceeds of any loan deposited with you, when you can procure an executed Deed and a standard form Owner's Policy of Title Insurance in the amount of **\$430,000.00**, insuring title to the above captioned property to be vested in the Buyer. Should a document(s) be recorded after signing these instructions, but before recordation of these documents, Escrow Agent shall not be required to perform its obligation hereunder until both parties execute amended instructions. Said Policy of Title Insurance is subject to the usual printed exclusions, exceptions, conditions and stipulations contained in such policies. The shown items numbered , on the Preliminary Commitment for Title Insurance under the above file number, dated , of which we have received and reviewed a copy, will remain as exceptions from coverage to the Policy to be issued.

Close of Escrow: All documents deposited herein and terms thereof have been examined and approved by the undersigned parties. Recording of any instrument delivered into this escrow, if necessary or proper in the issuance of Policies of Title Insurance called for, is hereby authorized.

It is understood that all verified money, in the form of a bank cashier's check or wire transfer and documents required by Escrow Agent, shall be deposited with Escrow Agent before these instructions will be complied with. Any delay in clearing deposits will delay closing. The parties agree that you will not be liable in any way should good funds not be available, which will result in delay of disbursement of funds to the other parties to the transaction, including but not limited to service providers and payoffs of liens existing prior to closing.

Further, the parties acknowledge that they will be responsible for any additional interest accruing on the liens to be paid off should good funds not be available and that in no event will Title Alliance of Alaska, LLC be responsible for the payment of such additional interest due to delay in receipt of good funds. Said additional interest will be payable upon demand of Title Alliance of Alaska, LLC.

"Close of escrow" is the date of recording. Possession of the premises is to be determined by the parties outside of escrow. Escrow Agent is authorized to fill in the date of close of escrow and such other necessary dates on any documents which require same and to correct any typing or scrivener's errors on any documents delivered into escrow.

Proceeds: Escrow Agent shall issue proceeds to: **Mattanaw Christopher Matthew Cavanaugh Mattanaw** or as designated on the attached Proceeds Disbursement Instructions.

Personal Property: Title Alliance of Alaska, LLC shall not be charged with liability with respect to any matter or items handled outside of escrow or the title to and encumbrances on personal property, including personal property taxes, sales taxes and conditional sales contracts or chattel mortgages on equipment such as refrigeration, and ranges. Escrow Agent has not and will not make any physical examination and/or representation as to the condition of the real and/or personal property described in any documents deposited in said escrow. If any personal property is included in this transaction other than mentioned in writing and made a part of this escrow, it is the responsibility of the parties and Title Alliance of Alaska, LLC is released of any and all liability.

Federal and State Requirements: Title Alliance of Alaska, LLC as Escrow Agent, assumes no liability for determining that the parties to this escrow have complied with the requirements of any statute, regulation or ordinance, including but not limited to the **Truth in Lending Act, Consumer Credit Protection Act (Public Law 90-321), Internal Revenue Service Code and Regulations, State Usury Statutes** in any loan or encumbrances involved in the processing of this escrow, and/or the compliance with any Alaska Statutes regarding smoke detector devices or installation of such devices; or the issuance of any Certificate of Health regarding privately owned water or wastewater systems as required by the Municipality of Anchorage under Municipal code sections 15.55 and 15.65 of the City of Valdez, if applicable.

However, pursuant to the real estate reporting requirements imposed by the Internal Revenue Service Escrow Agent will furnish the gross sales price and the total amount of the Seller's tax proration credits which appear on the Settlement Statement to the Internal Revenue Service.

Escrow Agent is instructed to provide a certification that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act ("FIRPTA"). Seller shall sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Escrow Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

Seller's Property Disclosure: There is an Alaska law which may affect this transaction. This Act, Disclosures in Residential Real Property Transfers (Alaska Statutes, Sections 34.70.010 through 34.70.200), requires that an owner of property covered by the Act "deliver by mail or in person a completed written Disclosure Statement" before the Transferee makes a written offer.

Title Alliance of Alaska, LLC, as Escrow Agent for this transaction, alerts you to the requirements which may apply to this transaction. Escrow Agent does not offer an opinion as to whether any requirements of the Act apply to this transaction, or if they apply, whether they have been complied with. Further, Escrow Agent makes no representations as to the accuracy of any information provided in compliance with the Act, such being prepared and supplied solely by Seller. The delivery of the Real Property Transfer Disclosure Form from Seller to Buyer shall be handled **outside of this escrow**.

Dispute Resolution: Please read this arbitration provision carefully. It requires the resolution of disputes by arbitration on an individual basis rather than by jury trials or class actions.

(a) The parties acknowledge that they are entering into this arbitration agreement in connection with escrow services related to a real estate transaction. The parties agree that all disputes and claims involving Title Alliance of Alaska, LLC ("Escrow Agent") that arise out of or relate to the escrow services or related real estate transaction in any way must be resolved by arbitration. This arbitration agreement is intended to be broadly interpreted, and the obligation to arbitrate includes disputes or claims brought by or against the parties' respective affiliates, owners, agents, employees, representatives, predecessors, successors, assigns, and any beneficiaries of the escrow services, such as those with an interest in the underlying real estate transaction or who are or intend to be occupants, tenants, or owners of the property. Notwithstanding the foregoing, any party may bring an individual action in small claims court, so long as the action remains in that court. Any dispute as to the arbitrability of claims or the scope or enforceability of this arbitration provision, or as to the interpretation of paragraph (d) below, is for the court to decide. The services provided by Escrow Agent evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of the Escrow.

(b) **Arbitration Procedures.** The arbitrator shall be bound by the terms of this arbitration provision. The arbitration will be governed by the Commercial Arbitration Rules or, where applicable, the Consumer Arbitration Rules (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this arbitration provision. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The AAA shall administer the arbitration. If the AAA is unavailable, the arbitration will be administered by another arbitration provider that the parties agree to or that the court selects. Arbitrators may consider but shall not be bound by rulings in prior arbitrations involving different customers. Arbitrators shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law. Unless the parties agree otherwise, any in-person arbitration hearings shall be in the county in which the underlying real estate at issue in the transaction is located.

(c) **Arbitration Costs.** The Escrow Agent will pay all AAA filing, administrative, and arbitrator fees for any arbitration that the Escrow Agent commences. If another party commences arbitration and the value of that claim is \$75,000 or less (to either party), the Escrow Agent will pay all AAA fees. If, however, the arbitrator finds that the substance of such a claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of all AAA fees shall be governed by the AAA Rules.

(d) **Prohibition of Class or Representative Actions and Non-Individualized Relief. UNDER THIS AGREEMENT, ANY CLAIM MUST BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS A PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** Further, unless all parties agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class, representative, or private attorney general proceeding. The arbitrator may award any relief that a court could award, so long as the relief is individualized to the claimant and would not affect other persons. No party may seek non-individualized relief that would affect persons other than the parties themselves. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim or request for a particular remedy (such as a request for injunctive relief), then that claim or request for that remedy must be brought in court and all other claims and requests for remedies must be arbitrated in accordance with this agreement.

Binding Effect on Parties: Upon execution, these instructions are in effect and bind the parties until revoked in writing. Revocation cannot occur after recording. If revoked, Escrow Agent is entitled to collect all applicable charges.

The undersigned parties agree that these instructions constitute the final agreement between the parties and acknowledge by execution hereof that all contingencies prior to closing of this transaction have been met or waived or otherwise arranged between the parties outside this escrow, and further agree that Escrow Agent may rely upon said statement in the closing of this escrow. No oral modifications may occur to these escrow instructions and all amendments hereto must be in writing and signed by all parties and accepted by Title Alliance of Alaska, LLC.

If conflicting demands are made or notice served upon Title Alliance of Alaska, LLC or legal action is taken in connection with this escrow, Escrow Agent shall not be required to take any action in the premises, but may withhold and stop all further proceedings without liability thereof, or may file suit in interpleader or for declaratory relief. Escrow Agent shall not be required to proceed until such time as agreeing written instructions have been placed in escrow or any legal action has been settled without liability to Title Alliance of Alaska, LLC.

Title Alliance of Alaska, LLC advises the parties herein, to seek their own counsel for their ultimate protection in personal, legal and accounting matters.

Signature in Counterpart: These instructions, amendments and other documents deposited into this escrow, may be executed in one or more counterparts, each of which independently shall have the same effect as if it were the original, and all of which taken shall constitute one and the same document.

Remote Online Notarization: The Parties to the above transaction agree that any document for use in this transaction may be executed electronically and that any document, including deeds, deeds of trust or mortgages, that requires notarization, may be executed and notarized digitally using a notary in a state where there is a currently effective Remote Online Notarization (RON) law.

This authorization permits, but does not require, electronic execution of documents or notarization via RON. This authorization is contingent upon the County Recorder of the Property county accepting RON notarized documents for recording in electronic or paper form.

The Parties hold Settlement Agent harmless from any loss or damage arising as a result of complying with this authorization that is not caused by the Settlement Agent.

Document to Other Parties: Escrow Agent may furnish a copy of these instructions, amendments thereto, closing statements and/or any other documents deposited in this escrow to the lender(s), the real estate broker(s), and/or the attorney(s) involved in this transaction upon request of said party.

Internal Revenue Code Section 6109(h) imposes requirements for furnishing, disclosing, and including taxpayer identification number in tax returns on the parties to a residential real estate transaction involving seller provided financing. Buyer and Seller understand that the disclosure reporting requirements are exclusive obligations between the parties to this transaction and Escrow Agent is not obligated to transmit the taxpayer identification numbers to the Internal Revenue Service or to the parties. Escrow Agent is not rendering an opinion concerning the effect of this law on the Transaction, and the parties are not acting on any statements made or omitted by Escrow Agent or any of its employees or agents. To facilitate compliance with this law, Buyer and Seller authorize Escrow Agent to release any party's taxpayer identification number to any requesting party who is a party to this Transaction. The requesting party shall deliver a written request to Escrow Agent. Buyer and Seller waive all rights of confidentiality regarding their respective taxpayer identification numbers and agree to hold Escrow Agent harmless against any fees, costs, or judgments incurred and/or awarded in connection with the release of taxpayer identification numbers.

Final Audit: The settlement statement is subject to a final audit and if any legitimate monetary error is discovered or any encumbrances of record necessary to clear title are discovered in accordance with these joint instructions, such differences or payment are to be assessed and immediately collected from or refunded to the parties liable therefore.

Retention or Records: The parties hereto authorize you to destroy these instructions and all records of this escrow, regardless of date of same, at any time after seven (7) years from date of these instructions without liability on Title Alliance of Alaska, LLC, or need of further notice to or from Title Alliance of Alaska, LLC.

Dated the 21 day of November, 2023

SELLER(S):

Mattanaw Christopher Matthew Cavanaugh Mattanaw
Mattanaw Christopher Matthew Cavanaugh Mattanaw

Address: 1120 Huffman Road STE 24-795, Anchorage, AK 99515
Telephone:

Dated the _____ day of _____, 2023

BUYER(S):

Christopher Kennedy

Lynne Gallant

Address: 2028 Brandilyn Circle, Anchorage, AK 99516
Telephone:

EXHIBIT A

Tract 3, POTTER CREEK SUBDIVISION, according to the official plat thereof, filed under [Plat Number 71-202](#), Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

File No./Escrow No.: 850-200819
Print Date & Time: 11/20/2023 7:03:31 PM
Officer/Escrow Officer: Danielle Thurow

Title Alliance of Alaska, LLC
101 W Benson Blvd. Ste 200
Anchorage, AK 99503
(907) 308-8455

Property Address: TR3 STEAMBOAT DRIVE, ANCHORAGE, AK 99516 (ANCHORAGE)
(02022102000)

Seller: MATTANAW CHRISTOPHER MATTHEW CAVANAUGH MATTANAW
1120 Huffman Road
STE 24-795
Anchorage, AK 99515

Settlement Date: 11/22/2023

From Closing Disclosure: (informational only)	Title - Lender's Title Insurance to Title Alliance of Alaska, LLC	\$0.00
	Title - Owner's Title Insurance to Title Alliance of Alaska, LLC	\$1,572.00

Description	Seller	
	Debit	Credit
Deposits, Credits, Debits		
Sale Price of Property		\$430,000.00
Prorations		
City/Town Taxes 11/22/2023 to 1/1/2024 @ \$1,902.99/Six Months		\$413.69
Commissions		
Real Estate Commission to Jack White Real Estate Mat Su	\$30,100.00	
Title Charges		
Title - Lender's Title Insurance to Title Alliance of Alaska, LLC		
Title - Owner's Title Insurance to Title Alliance of Alaska, LLC	\$1,572.00	
Title - Settlement or closing fee to Title Alliance of Alaska, LLC	\$526.50	
Government Recording and Transfer Charges		
Recording fees: Deed \$40.00	\$20.00	
Additional Settlement Charges		
Outside Notary Fee for RON (REMOTE ONLINE NOTARY) to The Nearby Notary	\$125.00	
Property Taxes - County Delinquent 1st half Taxes 2023 to Municipality of Anchorage	\$2,143.23	
Attorney Doc Prep Fes to McCollum & Rounds, LLC	\$25.00	
Property Taxes - County Delinquent 2nd half taxes 2023 to Municipality of Anchorage	\$2,172.58	
	Debit	Credit
Subtotals	\$36,684.31	\$430,413.69
Due To Seller	\$393,729.38	
Totals	\$430,413.69	\$430,413.69

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Title Alliance of Alaska, LLC to cause the funds to be disbursed in accordance with this statement.

SELLER(S)
Mattanaw Christopher Matthew Cavanaugh Mattanaw
MATTANAW CHRISTOPHER MATTHEW CAVANAUGH MATTANAW

SETTLEMENT COORDINATOR

Danielle Thurow

Danielle Thurow



101 W Benson Blvd. Ste 200, Anchorage, AK 99503
Phone: (907) 308-8455 Fax: (888) 794-2880

RELEASE AUTHORIZATION

Re: TR3 Steamboat Drive, Anchorage, AK 99516

I/We hereby authorize the settlement agent/officer to release a copy of the preliminary ALTA Settlement Statement or HUD prior to closing, as it breaks down all the fees and charges that the seller and buyer will pay and allow other parties that the sellers and buyers may be working with (see list below) to review it prior to closing for items that may be omitted or that may be inaccurate.

In addition, I/we also give authorization to release a copy of the commitment as necessary to any party who may need it to assist with the clearing of the title.

I/We also authorize the settlement agent/officer to review my documentation at the closing, including documents containing non-public personal information, in the presence of parties related to my transaction, including, but not limited to, those in the list below and allow the release the of final signed ALTA Settlement Statement/HUD to those parties as well:

- Listing and selling real estate brokers
- Mortgage brokers / companies / investors
- Lenders
- Attorneys
- Other title agencies
- Buyers and/or their representatives
- Municipality and/or municipal authorities
- Homeowners and/or Condominium associations

Please advise the settlement agent/officer in advance if you choose to have your information presented in a private area.



101 W Benson Blvd. Ste 200, Anchorage, AK 99503
Phone: (907) 308-8455 Fax: (888) 794-2880

I/We have read, understand and agree to the terms of the Release Authorization and will advise the settlement agent/officer of any objections in advance of the closing.

Mattanaw Christopher Matthew Cavanaugh Mattanaw

Mattanaw Christopher Matthew Cavanaugh Mattanaw

11/21/2023

Date



Chase and

101 W Benson Blvd. Ste 200, Anchorage, AK 99503
Phone: (907) 308-8455 Fax: (888) 794-2880

SELLER PROCEEDS AUTHORIZATION

File No: 850-200819
Property TR3 Steamboat Drive, Anchorage, AK 99516

Buyer/Borrower: **Christopher Kennedy and Lynne Gallant**
Seller: **Mattanaw Christopher Matthew Cavanaugh Mattanaw**

The undersigned seller(s) request that the final Settlement Statement and refund or proceeds, if any, from the settlement of the above captioned property be sent in the following manner. Please select one and complete if necessary.

- Pick up check at Title Alliance of Alaska, LLC 101 W Benson Blvd. Ste 200 Anchorage, AK 99503
- Deliver check to your Realtor: John Wilson at Jack White Real Estate. Pickup or Deliver.

- *Overnight via express service (signature required) to the following address:
Name: _____
Address: _____
Phone: _____

* There may be a charge for this service.

- **Wire proceeds (Restrictions apply): **NOTE: Disbursements can only be made to the individual(s)/entity in title. ALL BANKING INFORMATION MUST BE COMPLETED. CONFIRM WITH YOUR BANK YOUR ACCOUNT IS ELIGIBLE TO RECEIVE WIRED MONEY. ACCOUNT HOLDER RESPONSIBLE FOR RETURN WIRE FEES.**

Bank Name:	
Bank ABA Routing:	
Bank Account Number:	
Account Holder Name(s):	
Bank Phone Number:	

** There may be a charge for this service.

- Proceeds from Concurrent Closing: We, **Mattanaw Christopher Matthew Cavanaugh Mattanaw**, hereby authorize **Title Alliance of Alaska, LLC** to make the proceeds from the sale payable to _____, the **Title Company/Attorney** handling the purchase of property at _____.

If wired funds are preferred, please have the Title Company/Attorney provide their wiring instructions on company letterhead to us. We will call to verify instructions prior to releasing funds.

Receive check at settlement.
Mattanaw Christopher Matthew Cavanaugh Mattanaw
Mattanaw Christopher Matthew Cavanaugh Mattanaw



101 W Benson Blvd. Ste 200, Anchorage, AK 99503
Phone: (907) 308-8455 Fax: (888) 794-2880

State of Florida and County of Hernando

On this 21 day of November, 2023, before me, the undersigned Notary Public, personally appeared: Mattanaw Christopher Matthew Cavanaugh Mattanaw, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

Provided Passport and appeared by Remote online.

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

Notary Public (signature) Griselle Maria Marte (Seal)

My Commission Expire: 01/05/2025

Notarized online using audio-video communication





101 W Benson Blvd. Ste 200, Anchorage, AK 99503
Phone: (907) 308-8455 Fax: (888) 794-2880

DISTRIBUTION OF FUNDS

FOR VALUE RECEIVED and intending to be legally bound hereby, the undersigned do hereby direct the Settlement Officer of **Title Alliance of Alaska, LLC** to distribute the proceeds of the sale (or refinance) of the property at **TR3 Steamboat Drive, Anchorage, AK 99516**, as follows:

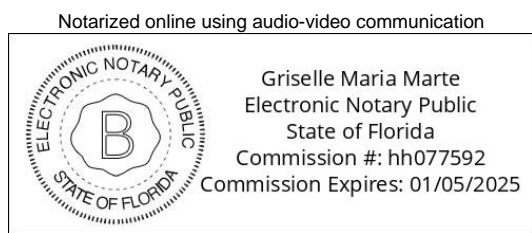
NOTE: Disbursements can only be made to the individual(s)/entity in title.

100 % of net proceeds in the amount of \$ \$393,729.38 to Mattanaw Christopher Matthew Cavanaugh Mattanaw
____ % of net proceeds in the amount of \$ _____ to _____
____ % of net proceeds in the amount of \$ _____ to _____
____ % of net proceeds in the amount of \$ _____ to _____

Mattanaw Christopher Matthew Cavanaugh Mattanaw
Mattanaw Christopher Matthew Cavanaugh Mattanaw
State of Florida and County of Hernando

On this 21 day of November, 2023, before me, the undersigned Notary Public, personally appeared: Mattanaw Christopher Matthew Cavanaugh Mattanaw, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.
Provided a Passport and appeared by remote online
In witness whereof, I hereunto set my hand and official seal.

Griselle Maria Marte



Notary Public (signature) Griselle Maria Marte (Seal)
My Commission Expire: 01/05/2025

AFTER RECORDING, RETURN TO:

Christopher Kennedy
Lynne Gallant
2028 Brandilyn Circle
Anchorage, AK 99516

TAA 850-200819

WARRANTY DEED
A.S. 34.15.030

The Grantor, **MATTANAW CHRISTOPHER MATTHEW CAVANAUGH MATTANAW**, who acquired title as **Christopher Mathew Cavanaugh, an unmarried man**, whose address is 1120 Huffman Road, Ste. 24-795, Anchorage, AK 99515, 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 **CHRISTOPHER KENNEDY and LYNNE GALLANT, husband and wife, as tenants by the entirety with full right of survivorship**, Grantees, whose mailing address is 2028 Brandilyn Circle, Anchorage, AK 99516, the following-described real estate:

Tract 3, POTTER CREEK SUBDIVISION, according to the official plat thereof, filed under Plat Number 71-202, Records of the Anchorage Recording District, Third Judicial District, State of Alaska (the "Property").

SUBJECT TO the reservations or exceptions in patents or in acts authorizing the issuance thereof.

FURTHER SUBJECT TO the reservation of section line easement 33 feet in width along each side of section line as provided by 43 USC 932 and reenacted by 1721 CLA 1933.

FURTHER SUBJECT TO the rights of access and egress from said premises. We find no Notice in the records of any dedicated or improved roadways abutting subject property.

FURTHER SUBJECT TO the rights of the public and/or governmental agencies in and to any portion of the above-described real property lying within any roadway or public easement areas.

FURTHER SUBJECT TO the Agreement and the terms and conditions thereof between Mahlon James Shoff Revocable Trust dated May 3, 1989 and John C. Miller and Lettie M. Miller, husband and wife; and Donald E. Waddell and Penny Waddell, husband and wife recorded December 24, 2001, Serial Number 2001-087301-0. Easement recorded in July 03, 2019, as Serial Number 2019-022796-0. Interest changed in document recorded July 5, 2019, under Serial Number 2019-022845-0. Interest changed in document recorded March 17, 2022, under Serial Number 2022-010603-0.

FURTHER SUBJECT TO the easement, including terms and provisions contained therein recorded March 31, 2023 in Serial Number 2023-007539-0 in favor of the public for public prescriptive easement. Affects see instrument for area affected. (Affects this and other property)

FURTHER SUBJECT TO any interest created by the Notice of Lis Pendens recorded June 29, 2023, Serial Number 2023-016998-0 in connection with Case Number: 3AN-23-06920 CI.

DATED this 21 day of November, 2023.

GRANTOR:

Mattanaw Christopher Matthew Cavanaugh Mattanaw
MATTANAW CHRISTOPHER MATTHEW
CAVANAUGH MATTANAW

State of Florida)
)
County of Hernando) ss.

The foregoing instrument was acknowledged before me this 11/21/2023,
2023, by **MATTANAW CHRISTOPHER MATTHEW CAVANAUGH MATTANAW**.
Provided a Passport and appeared by remote online
WITNESS my hand and official seal on the day and year in this certificate first above
written.

Notarized online using audio-video communication



Griselle Maria Marte

Notary Public in and for , Florida Griselle Maria Marte
My Commission Expires: 01/05/2025

DATED this _____ day of _____, 2023.

GRANTEES:

CHRISTOPHER KENNEDY

LYNNE GALLANT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____, 2023, by **CHRISTOPHER KENNEDY and LYNNE GALLANT.**

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

Notary Public in and for Alaska
My Commission Expires: _____



101 W Benson Blvd. Ste 200, Anchorage, AK 99503
Phone: (907) 308-8455 Fax: (888) 794-2880

File No.: 850-200819

Date: November 22, 2023

LIEN AFFIDAVIT AND WARRANTY

Upon being first duly sworn on oath, the undersigned depose and say:

THAT (in the case of the owner) he/she/it/they is/are the owner(s) in fee simple of the following described property in the State of **Alaska** to wit:

Tract 3, POTTER CREEK SUBDIVISION, according to the official plat thereof, filed under [Plat Number 71-202](#), Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

THAT (in the case of the owner) he/she/it/they has/have been in actual and exclusive possession since acquisition.

THAT there has been no construction, alteration, lienable repair or modernization of the improvements located on the above described property in the last 120 days.

THAT no materials have been delivered to said property or labor performed thereon in connection with any such construction, alteration, repair or modernization in the last 120 days.

THAT after disbursement of escrow or loan proceeds secured by the Deed of Trust to be insured under the above order, the undersigned will pay or cause to be paid any remaining outstanding bills for material, labor, alteration, or repair upon said property which would afford a basis for the filing of liens of materialmen, laborers, contractors or sub-contractors.

THAT in the event that he/she/it/they fail(s) to pay or cause to be paid any such bills, the undersigned will hold Title Alliance of Alaska, LLC, hereinafter referred to as the Company, harmless should it be required to pay and discharge or, in its discretion, litigate any claim of lien for labor or materials furnished in connection with said construction which may be asserted to be prior to the lien of said insured Deed of Trust. The undersigned will further repay to the Company any such sum expended with interest at the rate of 10% per annum from the date of payment by the Company until repayment is made by the undersigned together with attorneys fees and costs incurred. Before payment or litigation of any such liens the Company will give written notice thereof to the undersigned.



101 W Benson Blvd. Ste 200, Anchorage, AK 99503
Phone: (907) 308-8455 Fax: (888) 794-2880

SELLER'S AFFIDAVIT

Premises TR3 Steamboat Drive, Anchorage, AK 99516

ON the date below, before me, the undersigned officer, personally appeared the undersigned, who being duly sworn according to law and intending to be legally bound, depose(s) and say(s) that the following statements are true and correct to the best of their knowledge and belief.

That the Grantor(s) herein is/are the owner(s) of premises being insured hereunder and are the same persons as the Grantee(s) as named in the Deed Book recital(s) set forth in the above captioned commitment and that the facts of identity relating to any other person(s) named in the Deed Book recital(s) are true and correct.

That there are no mortgages, judgments, encumbrances, easements, bankruptcies, or pending suits adversely affecting the owner(s) and the premises which are known to the undersigned and not being properly provided for in this transaction.

That any line of credit associated with the property has been closed, and no further draws, checks or other withdrawals have been or will be made.

That there have been no repairs, additions or improvements made, ordered or contracted to be made on or to the premises within 6 (six) months from the date hereof, nor are there any improvements or fixtures attached to the premises which have not been paid for in full, and that there are no outstanding or disputed claims for any such work or items.

That there has been no work done, or notice received that work is to be done, by the Municipality (City, Borough or Township), or at its direction, in connection with the installation of sewer or water or for improvements such as paving or repaving of streets or alleys, or the installation or repair of curbs or sidewalks.

That no notice has been served by any governmental authority for the removal or abatement of any nuisance, for the violation of any zoning regulations or concerning the condemnation of any portion of said premises.

That there has been no violation of any restrictions affecting the premises.

That there are no purchase money obligations being created in this transfer.

That the Grantor(s) in this transaction is/are in actual possession of the entire premises, and there are no leases or agreements affecting the premises or any part thereof outstanding, other than those that are presently being assigned and furthermore, Grantor(s) have received no notice or claim from any other person or entity claiming an interest in the property, and that no other person, persons or entity is in possession of the property.

That the present transaction is not made for the purpose of hindering, delaying or defrauding any creditors of said owner(s) and does not come within the provisions of any Bankruptcy or Insolvency Acts.

That the Grantor(s) in this transaction are over 18 years of age and in every respect competent to convey or encumber the title to the premises in question.

That the Grantor(s)/Lessor(s) has/have not received a notice of claim from any Real Estate Broker claiming a right to a lien in accordance with Act 34 of 1998. (PA ONLY)

That all taxes, sewer and water rents or other lienable municipal services assessed, levied or filed against the said premises as of the date of this settlement are fully paid.

There has been no forbearance agreement, loan modification or other deferral of payments of my loan(s). If my loan(s) has been subject to any of these arrangements I acknowledge all amounts due are included in any payoff demand that I have reviewed. I understand that I am responsible for all amounts due, even if my lender neglected to include everything in the demand.

That as to each Grantor who is an individual:

- A. That the Grantees in the last deed of record, if identified therein as husband and wife (tenants by the entirety), have not been divorced from each other at any time since their acquisition of title.
- B. If presently married that he/she is neither separated from his/her spouse nor a party to any pending divorce proceeding in any jurisdiction.
- C. That any interest in the premises has never been awarded or distributed to or liened in favor of any current or former spouse nor is his/her interest in the premises subject to the continuing jurisdiction of any court for support obligations or possible future awards or distributions to any current or former spouse.
- D. That there are no Overdue Support Obligations of record with the Domestic Relations Section of any Court through the date of recording the instrument(s) to be insured.

That as to each Grantor that is a Corporation, Limited Liability Company or Partnership:

- A. That the Corporation, Limited Liability Company or Partnership has been duly formed according to the laws of its incorporation or formation and is in good standing.
- B. That there are no corporate taxes due the State/Commonwealth by said Corporation or Limited Liability Company.
- C. That all parties signatory to documents in this transaction are duly authorized to execute same on behalf of the Corporation, the Limited Liability Company or the Partnership.
- D. That no shareholder consent is required by the Corporation, nor member consent required by the Limited Liability Company, nor limited partner consent required by the Partnership, nor are any other approvals or consents required by others to this transaction.

This affidavit is made for the purpose of inducing **First American Title Insurance Company** or its duly authorized agent to hold settlement on the above premises, and to issue its title insurance policy, insuring the title thereto and to make disbursement of funds arising out of said transaction.

Sworn and subscribed before me the day and year aforesaid.

Mattanaw Christopher Matthew Cavanaugh Mattanaw

Mattanaw Christopher Matthew Cavanaugh Mattanaw

State of Florida and County of Hernando

On this 21 day of November 2023, before me, the undersigned Notary Public, personally appeared: Mattanaw Christopher Matthew Cavanaugh Mattanaw, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

Provided a Passport and appeared by remote online

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

Griselle Maria Marte

Notarized online using audio-video communication



Notary Public (signature) Griselle Maria Marte (Seal)

My Commission Expire: 01/05/2025

NON-FOREIGN CERTIFICATION

Mattanaw Christopher Matthew Cavanaugh Mattanaw, ("Affiant") states that **Mattanaw Christopher Matthew Cavanaugh Mattanaw** ("Transferor") is/are transferring to **Christopher Kennedy and Lynne Gallant**, ("Transferee"), the United States real property interest (the "Real Estate") known as **TR3 Steamboat Drive, Anchorage, AK 99516**.

Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), provides that a transferee of a United States real property interest must withhold tax if the transferor is a "foreign person" as that term is defined in Section 1445(f)(3) of the Code. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. In order to inform the Transferee that withholding of tax is not required upon the disposition by Transferor of the Real Estate, the undersigned Affiant hereby certifies the following on behalf of Transferor:



Withholding **NOT** required

a. Transferor is not a "foreign person" as that term is defined in Section 1445(f)(3) of the Code and is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and Income Tax Regulations) and transferor is not a disregarded entity as defined in Section 1445(b)(2)(iii);

b. Transferor's United States taxpayer identification number: 215130188

c. Transferor's address is: 1120 Huffman Rd STE 24, Anchorage, AK 99515



Withholding **IS** required. I am a nonresident alien for purposes of U.S. income taxation.

Affiant understands that this Affidavit may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained in this Affidavit may be punished by fine, imprisonment or both.

Under penalties of perjury, Affiant swears that he has examined this Affidavit and to the best of his knowledge and belief it is true, correct and complete; and Affiant further declares that he has authority to sign this document on behalf of Transferor.

Mattanaw Christopher Matthew Cavanaugh Mattanaw

Date: _____

11/21/2023

Mattanaw Christopher Matthew Cavanaugh Mattanaw

This document must be retained until the end of the fifth taxable year following the taxable year in which the transfer takes place.

State of Florida
County of Hernando

On this 21 day of November, 2023 before me, the undersigned, a Notary Public in and for said state, personally appeared **Mattanaw Christopher Matthew Cavanaugh Mattanaw** personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument. Provided a Passport and appeared by remote online

In witness whereof, I hereto set my hand and official seal.



Griselle Maria Marte Notary Public
My commission expires: **01/05/2025**

Notarized online using audio-video communication





101 W Benson Blvd. Ste 200, Anchorage, AK 99503
Phone: (907) 308-8455 Fax: (888) 794-2880

ERRORS AND OMISSIONS

PROPERTY ADDRESS: **TR3 Steamboat Drive, Anchorage, AK 99516**

SELLER(S): **Mattanaw Christopher Matthew Cavanaugh Mattanaw**

BUYER(S)/ BORROWER(S): **Christopher Kennedy and Lynne Gallant**

LENDER:

In the event any of the documents evidencing the above referenced transaction, misstate, omit, or inaccurately reflect the true and correct terms and provisions of the above referenced transaction or otherwise fail to comply with terms of the sales agreement and/or lenders instructions, it is hereby agreed and understood between the undersigned parties that if errors are discovered with any documents relative to this transaction, whether, in mathematical computation, by reason of omission, misstatement, clerical error, or by reason of verbal information used, i.e. the municipal lien letter, tax certifications, water and sewage letters, homeowners association and payoff statements may be not have been available in writing, said errors will be corrected and adjusted by the borrower and/or seller (whichever is applicable) as soon as said errors are discovered and disclosed to said parties by **Title Alliance of Alaska, LLC**. If any funds are necessary to remedy any errors, misstatements or omissions, the undersigned hereby agree to accept full responsibility for paying any fees necessary and will remit any funds within 5 days of being requested to do so.

Overnight couriers are generally used by **Title Alliance of Alaska, LLC** to send out the payoff check(s). On occasion, such overnight couriers do not meet the delivery date requirements due to weather or other unusual conditions. Should the payoff check(s) be insufficient due to such delay, we agree to reimburse **Title Alliance of Alaska, LLC** within 48 hours of written notice of a shortage in the payoff check(s) resulting from such a delay.

If either seller or borrower shall fail or refuse to immediately adjust and correct any error, misstatement, or omission (and to make any payment or refund necessitated by such adjustment and correction) upon written demand by **Title Alliance of Alaska, LLC**, and if, as a result thereof **Title Alliance of Alaska, LLC** shall be required to retain the services of an attorney as to compel adjustment and correction (and any necessary payment or refund) then the party who or which fails to make the adjustment and correction (and any necessary payment or refund) upon demand as aforesaid shall reimburse **Title Alliance of Alaska, LLC** for its reasonable attorney's fees, court cost and investigative expenses thereby incurred.

I/We hereby authorize **Title Alliance of Alaska, LLC**, its agents or assigns, to verify or re-verify any and all information as may be necessary as a part of a post quality control plan. A photographic or fax copy of this authorization of the signature(s) of the undersigned may be deemed to be the equivalent of the original and may be used as a duplicate original.

Mattanaw Christopher Matthew Cavanaugh Mattanaw
Mattanaw Christopher Matthew Cavanaugh Mattanaw

State of Florida
County of Hernando

On this 21 day of November, 2023, before me, the undersigned Notary Public, personally appeared: Mattanaw Christopher Matthew Cavanaugh Mattanaw, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

Provided a Passport and appeared by remote online

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

Griselle Maria Marte

Notary Public (signature) Griselle Maria Marte (Seal)

My Commission Expire: 01/05/2025

Notarized online using audio-video communication



**Certification for No Information Reporting (1099-S) on Principal Residence
(Pursuant to IRS Rev. Proc. 2007-12)**

Part I - Seller Information (If there is more than one seller, each should complete a separate Certification.)

Name Mattanaw Christopher Matthew Cavanaugh Mattanaw	Taxpayer Identification Number (TIN) (see below)
Address or Legal Description (including City, State, and Zip Code) of Residence Being Sold or Exchanged: TR3 Steamboat Drive, Anchorage, AK 99516	

Part II - Seller Assurances

Check "True" or "False" for Assurances 1 through 5. Check "True," "False" or "N/A" (i.e., Not Applicable) for Assurance 6. If you answer False to questions 1-5, you must fill out a 1099-S form instead.

- | <u>True</u> | <u>False</u> | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (1) I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (2) I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (3) I (or my spouse or former spouse, if I was married at any time during the period beginning after May 6, 1997 and ending today) have not used any portion of the residence for business or rental purposes after May 6, 1997. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (4) At least one of the following three statements applies:
The sale or exchange is of the entire residence for \$250,000 or less.
-or-
I am married, the sale or exchange is of the entire residence is \$500,000 or less, and the gain on the sale or exchange of the entire residence is \$250,000 or less;
-or-
I am married, the sale or exchange is of the entire residence for \$500,000 or less, and (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the principal residence. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (5) During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which Section 1031 of the Internal Revenue Code applied. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> (6) If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which Section 1031 of the Internal Revenue Code applied, the exchange to which Section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence. |

Part III - Seller Certification

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

Mattanaw Christopher Matthew Cavanaugh Mattanaw
Mattanaw Christopher Matthew Cavanaugh Mattanaw

Date: 11/21/2023

SSN / Tax ID: 215-13-0188

1120 Huffman Rd STE 24, Anchorage, AK 99515

Forwarding address: Street, City, State, Zip

cmcavanaugh@g.harvard.edu

Email Address

559-332-3834

Phone

November 22, 2023
Substitute Form 1099-S
Proceeds from Real Estate Transactions

FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code and telephone number	TRANSFEROR'S name, street address (including apt. no.), city or town, state or province, country, ZIP or foreign postal code and telephone number
Closing Officer: Danielle Thurow Filer: Title Alliance of Alaska, LLC 101 W Benson Blvd. Ste 200 Anchorage, AK 99503 (907) 308-8455	Mattanaw Christopher Matthew Cavanaugh Mattanaw SSN / Tax ID: <u>215-13-0188</u> Percentage: <u>100</u> % <u>1120 Huffman Road STE 24-795, Anchorage, AK 99515</u> REQUIRED: Forwarding address <u>cmcavanaugh@g.harvard.edu</u> <u>559-332-3834</u> Email Address REQUIRED: Phone

Transaction Information	
Date of Closing	November 22, 2023
Gross Proceeds	\$430,000.00
Allocation of Gross Proceeds	
Buyer's part of real estate tax	\$413.69
Address or legal description (including city, state, and ZIP code)	TR3 Steamboat Drive Anchorage, AK 99516
Transferor received or will receive property or services as part of the consideration	No
Check here if Transferor is a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust)	<input type="checkbox"/>
Account or Escrow Number	850-200819

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. You are required by law to provide the Settlement Agent with your correct Tax Payer Identification Number. If you do not provide the Settlement Agent with your correct Tax Payer Identification Number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that I am a U.S. person or U.S. resident alien and the number shown above on this statement is my correct Tax Payer Identification Number. I acknowledge receipt of a copy of this statement.

Mattanaw Christopher Matthew Cavanaugh Mattanaw
 Mattanaw Christopher Matthew Cavanaugh Mattanaw

X