

Stewart Title of the Kenai Peninsula, Inc.

35581 Kenai Spur Highway, Ste. B, Soldotna, Alaska 99669

Phone (907) 260-8031 • Fax (907) 260-8036

info@stewartkenai.com

LISTING PACKAGE

PREPARED FOR: Deb / Mossy Oak

DATE PREPARED: January 12, 2025

In response to your request for a listing package on the following described parcel:

Lot 1, KISHOYMAC SUBDIVISION, according to Plat No. 84-14, Kenai Recording District, Third Judicial District, State of Alaska

We have included copies of the following documents:

- (X) Last Deed of Record
- (X) Last recorded Deed of Trust of Record
- (None) Covenants, Conditions and Restrictions
- (X) Plat Map

Vested Owner: Shawn O'Donnaghue and Renee O'Donnoghue
Parcel No.: 04515217

This listing package is restricted to the use of the addressee without charge in conformance with the guidelines approved by the State of Alaska Insurance Commissioner. A transaction or financial decision should not be made based on these materials. A title examination has not been accomplished to provide these materials. **Stewart Title of the Kenai Peninsula, Inc.** does not assume any liability as to the completeness or accuracy of the documents included.

When you need a complete report of the title, please contact our office to place an order for a Preliminary Commitment for Title Insurance and obtain a fee quote.

Sincerely,

Stewart Title of the Kenai Peninsula, Inc.
TITLE DEPARTMENT

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Update Mailing Address

General Information

| | | |
|---|--|--|
| Property Owner: ODONNOGHUE SHAWN, ODONNOGHUE RENEE | Property ID: 04515217 | Acreage: 0.9900 |
| Mailing Address: 1104 COLONIAL DR KENAI AK 99611-8136 | Property Address: 1108 COLONIAL DR | Tax Authority Group: 30 - Kenai City |

| |
|---|
| Legal Description |
| T 6N R 11W SEC 34 Seward Meridian KN 0840014 KISHOYMAC SUB LOT 1 |

Ownership History

| Document No. | Date | Grantor | Grantee | Type |
|--------------|---------|--------------------|--------------------|--------|
| 20220021800 | 3/15/22 | O'Donnoghue Shawn | | Single |
| 20190014070 | 2/25/19 | O'Donoghue Shawn | O'Donnoghue Shawn | Single |
| 20100062850 | 8/2/10 | Kienbaum Wayne A | O'Donoghue Shawn | Single |
| 20100044170 | 6/3/10 | Cathelyn Richard J | Kienbaum Wayne A | Single |
| 20080072060 | 7/9/08 | Raber Nelson E | Cathelyn Richard J | Single |

◀ ◁ 1 2 3 ▷ ▶
5 items per page
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Value History

| Year | Reason | Land Assessment | Impr. Assessment | Total Assessment |
|-------------|-------------------------|-----------------|------------------|------------------|
| 2025 | Main Roll Certification | 30,900 | 499,000 | 529,900 |
| 2024 | Main Roll Certification | 30,800 | 447,000 | 477,800 |
| 2023 | Main Roll Certification | 28,000 | 418,000 | 446,000 |
| 2022 | Main Roll Certification | 22,400 | 257,200 | 279,600 |
| 2021 | Main Roll Certification | 22,400 | 245,800 | 268,200 |

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Improvements

| Building | Code | Description | Grade | Year | Length | Width | Units | Type | Value |
|----------|---------|------------------------------|-------|------|--------|-------|-------|-------------|---------|
| R02 | DWELL | Dwelling | G | 2013 | 0 | 0 | 2936 | Fin. sq.ft. | 436,200 |
| R02 | DETGAR | Residential Detached Garage | A | 2014 | 40 | 29 | 1160 | Sq.ft. | 51,900 |
| R02 | MACHINE | General Purpose Bldg x Other | A | 1980 | 23 | 12 | 276 | Sq.ft. | 4,000 |
| R02 | MACHINE | General Purpose Bldg x Other | L | 2000 | 16 | 12 | 192 | Sq.ft. | 3,400 |
| R02 | DRIVE | Gravel Driveway | A | n/a | 0 | 0 | 0 | Item | 2,000 |
| R02 | MACHINE | General Purpose Bldg x Other | L | 1979 | 16 | 12 | 192 | Sq.ft. | 1,500 |



QUIT CLAIM DEED

THE GRANTOR: Shawn O'Donnoghue
Whose Address Is: 1108 Colonial Dr. Kenai, AK 99841

for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, in hand paid, does hereby convey and quit claim to

THE GRANTEE: Shawn & Renee O'Donnoghue
Whose Address Is: 1108 Colonial Dr. Kenai AK 99841

the following described real estate, situated in the Kenai Recording District 3RD Judicial District, State of Alaska including any interest therein which grantor may hereafter acquire:

Legal Description:

T 6N R 11W SEC 34 SEWARD MERIDIAN KN 0840014
KISHOYNAC SUB LOT 1

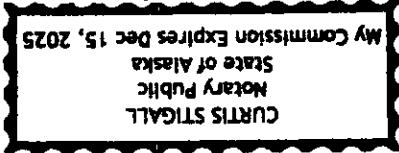
Dated: 3.11.22

[Signature] Renee O'Donnoghue

STATE OF _____)
) ss.
Judicial District / County _____)

On this day, before me the undersigned Notary Public in and for said State, did personally appear Shawn & Renee O'Donnoghue and _____ to me known/proved to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of March, 20 22



Curtis Stigall
Notary Public in and for the State of Alaska
My Commission Expires: 12-15-2025

WHEN RECORDED RETURN TO:

Name: Grantee
Address:
City, State, Zip:

**WHEN RECORDED MAIL**

TO:
First National Bank
Alaska
Corporate
Headquarters
101 West 36th
Avenue, Suite 333
PO Box 100720
Anchorage, AK
99510-0720

FATCO 4209539

FOR RECORDER'S USE ONLY

DEED OF TRUST**Assignment of Rents and Security Agreement**

THIS DEED OF TRUST is dated October 16, 2024, among SHAWN TIMOTHY O'DONNOGHUE and RENEE KAY O'DONNOGHUE, husband and wife, who acquired title as, SHAWN O'DONNOGHUE and RENEE O'DONNOGHUE, whose address is 1104 COLONIAL DRIVE, KENAI, AK 99611 ("Grantor"); First National Bank Alaska, whose address is Corporate Headquarters, 101 West 36th Avenue, Suite 333, PO Box 100720, Anchorage, AK 99510-0720 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and First American Title, whose address is 44296 Sterling Hwy., Soldotna, AK 99669 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in the Kenai Recording District, Third Judicial District, the State of Alaska:

Lot 1, KISHOYMAC SUBDIVISION, according to the official plat thereof, filed under Plat Number 84-14, Records of the Kenai Recording District, Third Judicial District, State of Alaska.

EXCEPTING THEREFROM THE SUBSURFACE ESTATE and all rights, privileges, immunities and appurtenances of whatsoever nature accruing unto said estate pursuant to the Alaska Native Claims Settlement Act of 12-18-71 (85 Stat 688, 704; 43 U.S.C. 1601, 1613(f) (1976) as reserved by the United States of America.

The Real Property or its address is commonly known as 1108 COLONIAL DRIVE, KENAI, AK 99611.

CROSS-COLLATERALIZATION. In addition to the Credit Agreement, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Credit Agreement, whether voluntary or otherwise, whether due or not due, direct or indirect,

**DEED OF TRUST
(Continued)**

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Joint and Several Liability. All obligations of Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Deed of Trust unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Deed of Trust. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Deed of Trust is not valid or should not be enforced, that fact by itself will not mean that the rest of this Deed of Trust will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Deed of Trust even if a provision of this Deed of Trust may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Alaska as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust:

Beneficiary. The word "Beneficiary" means First National Bank Alaska, and its successors and assigns.

Borrower. The word "Borrower" means SHAWN TIMOTHY ODONNOGHUE and RENEE KAY ODONNOGHUE and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated October 16, 2024, with credit limit of \$60,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The lien interest created by this Deed of Trust matures on October 25, 2059. **NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

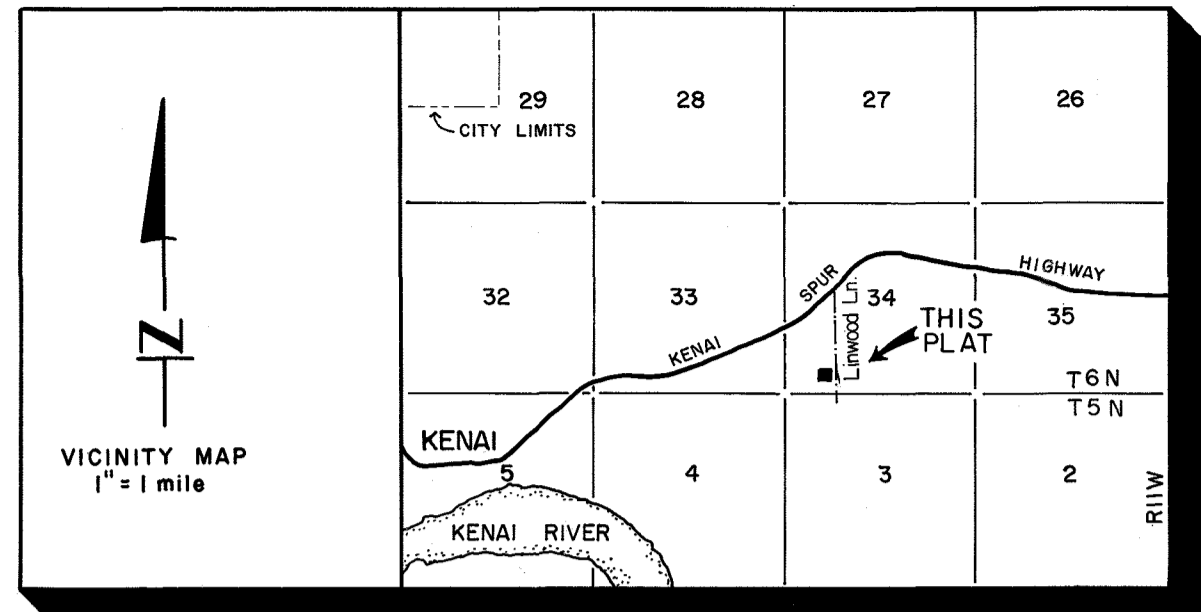
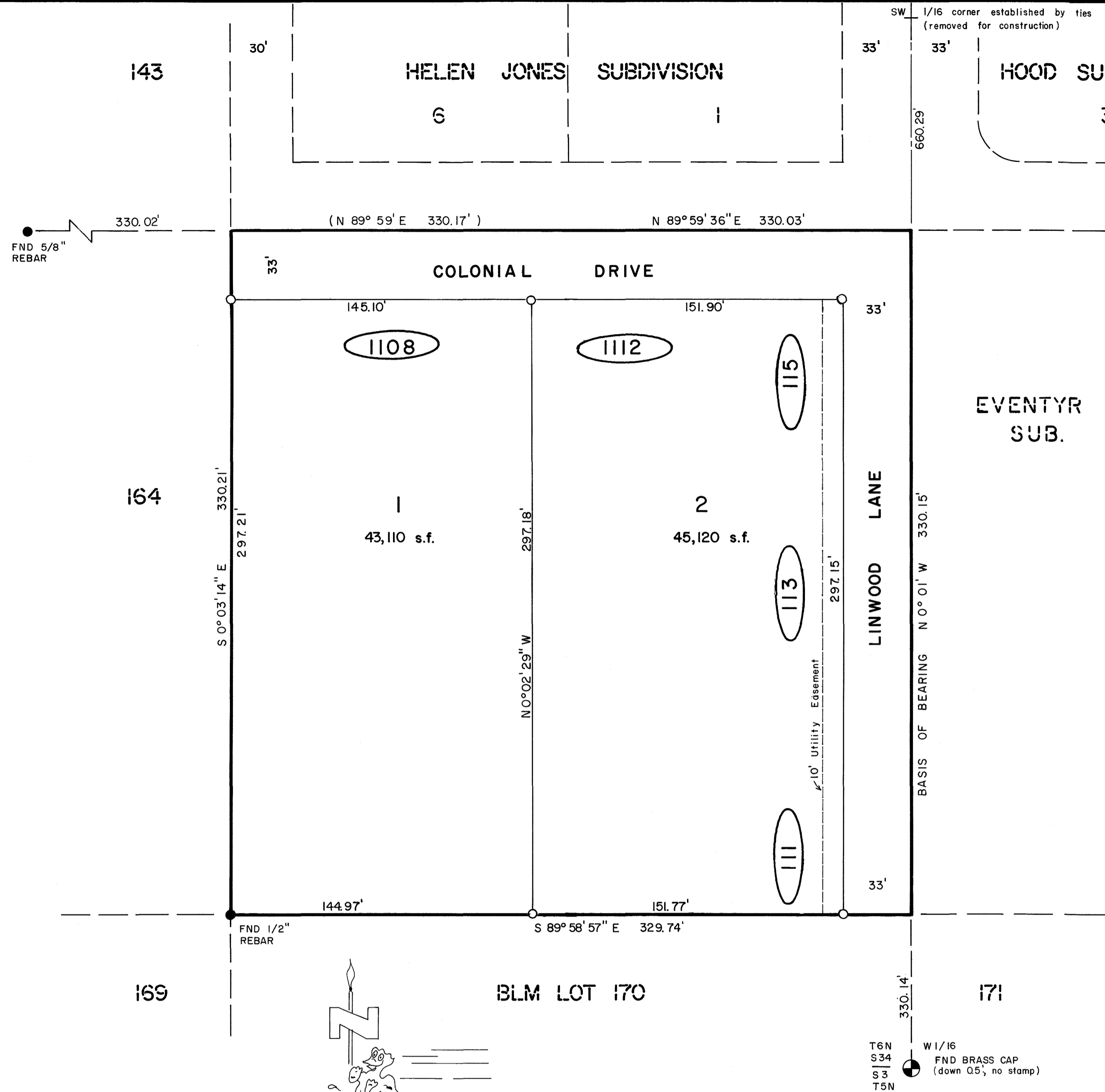
Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means SHAWN TIMOTHY ODONNOGHUE and RENEE KAY





CERTIFICATE of OWNERSHIP and DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER(S) OF THE PROPERTY SHOWN & DESCRIBED HEREON & THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION & DEDICATE ALL RIGHT-OF-WAYS & PUBLIC AREAS TO PUBLIC USE & GRANT ALL EASEMENTS TO THE USE SHOWN.

Joe C. Kiser Jr.
 JOE C. KISER JR.
 P.O. BOX 69
 KENAI, AK 99611

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN BEFORE ME THIS 18 DAY OF JANUARY, 1984 FOR JOE C KISER JR

Janice Bishop
 STATE OF ALASKA
 JANICE BISHOP
 NOTARY PUBLIC
 NOTARY PUBLIC FOR ALASKA
 MY COMMISSION EXPIRES 2-24-86

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF OCTOBER 10, 1983.

KENAI PENINSULA BOROUGH
Cliff Baker
 AUTHORIZED OFFICIAL

Cliff Baker
 CLIFFORD E. BAKER, R.L.S.
 REGISTRATION NO. LS-5152



- LEGEND**
- ⊕ MONUMENT (Found this survey)
 - ⊕ MONUMENT (Set this survey)
 - REBAR (Found this survey)
 - 5/8" x 30" REBAR (Set this survey)
 - () RECORD DATUM KRD K-1655
 - 1108 CITY OF KENAI ADDRESS



84-14
 RECORDS FILED 10:00
 Kenai REC. DIST.
 DATE 1-24 1984
 TIME 12:59 P.M.
 Requested by Dowling-Rice Assoc.
 Address

NOTE:
 1) ALL WASTEWATER DISPOSAL SYSTEMS SHALL COMPLY WITH EXISTING LAWS AT THE TIME OF CONSTRUCTION.

KISHOYMAC SUB.

A SUBDIVISION OF GOVERNMENT LOT 163 SECTION 34 T6N R11W S.M. ALASKA AND WITHIN THE CITY OF KENAI AS RECORDED IN BK 92 PG 381
 2 Lots containing 2.5 acres

DOWLING-RICE and ASSOCIATES
 P.O. BOX 1974 SOLDOTNA, ALASKA 99669
 ENGINEERS 262 - 9011 SURVEYORS

| | |
|----------------|-----------------|
| SURVEYED: 1-84 | PLATTED: 1-84 |
| DRAFTED: LKA | SCALE: 1" = 40' |
| CHECKED: CEB | FIELD BOOK: |

KN 84-14

Kenai 84-14



KENAI PENINSULA BOROUGH

BOX 850 • SOLDOTNA, ALASKA 99669
PHONE 262-4441

STAN THOMPSON
MAYOR

SUBDIVISION Kishoymac Sub.

Certificate of Tax Department

I, Lawrence A. Semmens, do hereby certify the following:

That I am the Tax Collector for the Kenai Peninsula Borough.

That, as of the date of this certificate, all real property taxes levied by the Kenai Peninsula Borough through 31 December, 1983, on the area(s) described as:

045-150-21

Sec 34 T6N R11W Lot 163 CNTG
02.03 AC M/L

have been paid. Effective January 1, 1984, the 1984 taxes are a lien on this property.

This certificate is valid through June 30, 1984.

WITNESS my hand and seal this 18 day of January, 1984.

84-000810
10⁰⁰

RECORDED-FILED
KENAI REC.
DISTRICT

Lawrence A. Semmens
Lawrence A. Semmens
Kenai Peninsula Borough
Treasury Manager

JAN 24 12 59 PM '84

REQUESTED BY Dawling-Rice
ADDRESS Box 1974, Sold.

D&D