



201202270188

Skagit County Auditor

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201202220027

Skagit County Auditor

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When recorded return to:

Louis Joseph Lembo
172 East 7th Street, Apt. 4A
New York, NY 10009

Filed for Record at Request of
Land Title and Escrow
Escrow Number: 141244-OE

Grantor: Our Legacy, LLC
Beneficiary:

*RE-RECORD TO CORRECT NOTARY

LAND TITLE OF SKAGIT COUNTY

DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 13th day of February, 2012 between OUR LEGACY, LLC, a Washington Limited Liability Company, GRANTOR, whose address is 1528 Blodgett Road, Mount Vernon, WA 98274, Land Title and Escrow, TRUSTEE, whose address is P.O. Box 445, 111 East George Hopper Road, Burlington, WA 98233 and LOUIS JOSEPH LEMBO, as his separate property BENEFICIARY, whose address is 172 East 7th Street, Apt. 4A, New York, NY 10009.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described real property in Skagit County, Washington:

Abbreviated Legal: Ptn S 1/2 Of NW 1/4, 29-34-4 E W.M.

SEE ATTACHED EXHIBIT "A" HERETO FOR LEGAL DESCRIPTION

Tax Parcel Number(s): 340429-0-237-0016, P28418, 340429-0-337-0007, P28529

which real property is not used principally for agricultural purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits of the property.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained in this Deed of Trust, and payment of the sum of **EIGHTY THOUSAND AND NO/100 Dollars (\$80,000.00)** with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of the Grantor's successors or assigns, together with interest thereon at the rate agreed upon.

DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on **March 10, 2017**

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure, or improvement on the property which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness secured by this Deed of Trust in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured by this Deed of Trust and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property. Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured by this Deed of Trust, shall be added to and become a part of the debt secured in this Deed of Trust.

7. **DUE ON SALE: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary)** The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

EMH EMH
Grantor (Initials)

[Signature]
Beneficiary (Initials)

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable at the option of the Beneficiary, subject to any cure period provided in the note secured by this Deed of Trust. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantor had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

14. In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

16. **ADDITIONAL TERMS AND CONDITIONS:** (check one)

a. ☒ NONE

OR

b. ☐ As set forth on the attached "Exhibit A" which is incorporated by this reference.

(Note: If neither "a" nor "b" is checked, then option "a" applies)



Dated: 2/21/12

Our Legacy, LLC

Esther M. Harmon
By: Esther M. Harmon Trustee Of Philip E. Harmon
Family Irrevocable Trust U/A DTD October 3, 1978

Esther M. Harmon
By: Esther M. Harmon Trustee Of Esther M. Harmon
Trust, U/A DTD January 25, 1996

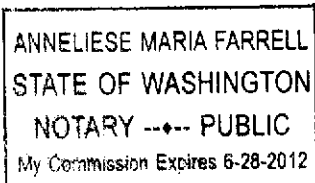
STATE OF Washington }
County of Skagit } SS:

On this 21st day of February, 2012 before me, the undersigned, a Notary Public in
and for the State of Washington, duly commissioned and sworn, personally appeared Esther M. Harmon
to me known to be the individual described
in and who executed the foregoing instrument, as Trustee of **Philip E. Harmon
Our Legacy LLC, a Washington Limited and acknowledged to me that
Liability Company

he/she/they signed and sealed this said instrument as her free and voluntary act and deed for
the use and purposes therein mentioned, and on oath stated she is authorized to execute
the said instrument.

Given under my hand and official seal this

21st day of February 2012
Anneliese Maria Farrell



Notary Public in and for the State of Washington
Residing at Skagit
My appointment expires: 6/28/12

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____,

****Family Irrevocable Trust u/a dated October 3, 1978 and Trustee of
Esther M. Harmon Trust u/a dated January 25, 1996, members of**



EXHIBIT A

DESCRIPTION:

PARCEL "A":

That portion of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 34 North, Range 4 East of the W.M., described as follows:

Beginning at the Northwest corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section;
thence East along the North line of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, 135 feet;
thence South parallel with the West line of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, 205 feet;
thence West parallel with the North line of said South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ to intersect with the East line of that certain easement granted to Richard O. Welts, Jr. and William C. Moore, by instrument dated December 16, 1939 and recorded December 18, 1939, in Volume 178 of Deeds, page 418, records of said County;
thence Northerly along the East line of said easement to the North line of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section;
thence East to the point of beginning;

TOGETHER WITH easement for sewer pipeline dated the 4th day of February, 1953, and recorded on the 13th day of April, 1953, in Volume 255 of Deeds, page 484, under Auditor's File No. 487038.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

PARCEL "B":

That portion of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 34 North, Range 4 East of the W.M., described as follows:

Beginning at a point on the North line of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, which point bears South $89^{\circ}50'40''$ East from the Northwest corner of said subdivision, a distance of 135.00 feet, and which point bears North $89^{\circ}50'40''$ West, a distance of 416.50 feet from the intersection of the centerline of Eleventh Street, as established in the City of Mount Vernon, and the said North line of said subdivision;
thence South $44^{\circ}32'44''$ East, a distance of 85.44 feet;
thence in a Southwesterly direction, on a curve to the left, the tangent to which at the point of curvature bears South $45^{\circ}27'16''$ West, having a radius of 209.99 feet and a central angle of $37^{\circ}34'02''$, an arc distance of 137.68 feet to a point on the East line of the West 135.00 feet of said subdivision;
thence North $0^{\circ}14'30''$ East along said East line of the West 135.00 feet of said subdivision, a distance of 181.74 feet to the point of beginning.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.



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