

**TRUSTEE'S DEED**

KNOW ALL PERSONS BY THESE PRESENTS that we, J. Harry Stow III, Trustee of the J. Harry Stow III Revocable Trust of 1998, Restated as of December 5, 2012, and Joan E. Stow, Trustee of the Joan E. Stow Revocable Trust of 1998, Restated as of December 5, 2012 (hereinafter "Grantors"), in consideration of Ten and More Dollars paid to our full satisfaction by John Michael Thurgood and Susan S. Clemons, of Richmond, Vermont, (hereinafter "Grantees"), by these presents do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantees, John Michael Thurgood and Susan S. Clemons, as joint tenants with rights of survivorship, and their heirs and assigns forever, a certain piece of land with appurtenances thereto situated in Stowe, Lamoille County, Vermont, described as follows, viz:

Being all the same land and premises conveyed to J. Harry Stow III, Trustee of the J. Harry Stow III Revocable Trust of 1998, Restated as of December 5, 2012, and his Successor Trustees, as to an undivided one-half interest, and Joan E. Stow, Trustee of the Joan E. Stow Revocable Trust of 1998, Restated as of December 5, 2012, and her Successor Trustees, as to the other undivided one-half interest, by Warranty Deed of J. Harry Stow III and Joan E. Stow, dated September 16, 2003 and recorded in Book 535, at Pages 67-69 of the Stowe Land Records.

Being further described as all the same land and premises conveyed to J. Harry Stow III and Joan E. Stow by Warranty Deed of Faith Passerin dated March 29, 2002 and recorded in Book 460, Pages 331-333 of the Stowe Land Records, and being more particularly described therein as follows:

"Being Apartment No. C in Building No. 7A in the Mt. Mansfield Company Condominium Town Houses #1 located in the Town of Stowe in the County of Lamoille and designated as Apartment No. C in Building No. 7A in the Declaration establishing a plan of condominium ownership of certain lands and buildings in said Town of Stowe, said Declaration being dated December 14, 1972 and recorded in Book 66, at Pages 305-330, of the Stowe Land Records, and which apartment is herewith conveyed in conformity with Title 27 V.S.A., Sections 1301-1329, referred to as the "Condominium Ownership Act" of the State of Vermont, and any amendments thereto, and includes the fee in an undivided One Hundred and Twenty-Ten Thousandths (1.20%) interest in the common areas and facilities in said Mt. Mansfield Company Condominium Townhouses #1 and the real property described in said Declaration.

'The herein conveyed parcel is subject to the provisions of said Condominium Ownership Act of the State of Vermont, and any amendments thereto and set forth in the said Declaration of the Mt. Mansfield Company Condominium Town Houses #1 dated December 14, 1972 and recorded in Book 66 at Pages 305-330 of the Stowe Land Records, and any amendments thereto and to the 'By-Laws of Mt. Mansfield Company

Condominium Town Houses #1' annexed to the aforementioned Declaration as Appendix C dated December 14, 1972 and recorded in Book 66 at Pages 331-346 of the Stowe Land Records, and any amendments thereto.

'The subject property has the benefit of an easement to be used in common with other unit owners to the use of any common areas and facilities as set forth in the Declaration. This conveyance is made subject to an easement in common with other unit owners to use the common areas and facilities located within the conveyed unit as set forth in the Declaration.

'The Grantor, its successors or assigns, retains the right of first refusal to re-purchase the within conveyed unit in the event the Grantees or their heirs, successors or assigns desire to sell same, the terms to be the same as that given the owner in a bona fide offer by a third party purchaser. In the event such a bona fide offer is made, the owner shall give the Grantor, its successors or assigns, notice of such offer in writing and the Grantor, its successors or assigns, shall have thirty (30) days to elect to exercise the right to re-purchase.'

This conveyance is made subject to and with the benefit of any utility easements, spring rights, easements for ingress and egress and rights incident to each of the same as may appear more particularly of record, provided that this paragraph shall not reinstate any encumbrance previously extinguished by the Marketable Record Title Act, Subchapter 7 of Title 27 of the Vermont Statutes Annotated.

For further particulars of description of the property and appurtenances conveyed herein, reference is hereby made to the aforementioned deeds and declaration and to all other deeds and instruments affecting said property and appurtenances as are recorded in the Stowe Land Records.

**TO HAVE AND TO HOLD** said granted premises, with all the privileges and appurtenances thereof, to the said Grantees, John Michael Thurgood and Susan S. Clemons, as joint tenants with rights of survivorship, and their heirs and assigns, to their own use and behoof forever; and we, J. Harry Stow III, Trustee of the J. Harry Stow III Revocable Trust of 1998, Restated as of December 5, 2012 and Joan E. Stow, Trustee of the Joan E. Stow Revocable Trust of 1998, Restated as of December 5, 2012, for ourselves, and our heirs and assigns, do covenant with the said Grantees, John Michael Thurgood and Susan S. Clemons, and their heirs and assigns, that until the ensealing of these presents, we are the sole owners of the premises and have good right and title to convey the same in manner aforesaid, that they are **FREE FROM EVERY ENCUMBRANCE**; and I hereby engage to **WARRANT AND DEFEND** the same against all lawful claims whatsoever.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 7<sup>TH</sup> day of March, 2013.

**The J. Harry Stow III Revocable Trust of  
1998, Restated as of December 5, 2012**

[Signature]  
Witness as to Both

[Signature]  
By: J. Harry Stow III Trustee

**The Joan E. Stow Revocable Trust of  
1998, Restated as of December 5, 2012**

[Signature]  
By: Joan E. Stow, Trustee

STATE OF VERMONT )  
COUNTY OF LAMOILLE, SS.)

At Stowe, this 7<sup>TH</sup> day of March, 2013, personally appeared J. Harry Stow, individually and as trustee of the J. Harry Stow III Revocable Trust of 1998, Restated as of December 5, 2012, and Joan E. Stow, individually and as trustee of the Joan E. Stow Revocable Trust of 1998, Restated as of December 5, 2012, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed and the free act and deed of the J. Harry Stow III Revocable Trust of 1998, Restated as of December 5, 2012, and the Joan E. Stow Revocable Trust of 1998, Restated as of December 5, 2012.

Before me: [Signature]  
Notary Public [Signature]  
My Commission Expires: 2/10/2015

Stowe, Vt. Record Received  
3.12.2013 at 4:07 P M  
Alison A. Kaiser, Town Clerk

TRANSFER RECEIVED 3.12.2013  
ALISON A KAISER, TOWN CLERK STOWE, VT

Recording Requested By:  
**EVERBANK**

And When Recorded Mail To:  
 EverBank CC309  
 301 W Bay Street  
 Jacksonville, FL 32202

Space above for Recorder's use

**RELEASE OF MORTGAGE/DEED OF TRUST**


MERS MIN#: 100063420000148777 PHONE#: (888) 679-6377

Customer#: 1 Service#: 493244RL1 +

Loan#: 1362001297

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, does hereby acknowledge the beneficial owner has received full payment of indebtedness secured and the cancellation of all the notes thereby secured and the sum of one dollar, the receipt whereof is hereby acknowledged, does hereby remise, release, satisfy, convey and quit claim unto: **JOHN MICHAEL THURGOOD AND SUSAN S CLEMONS**, heirs, legal representatives, successors and/or assignees, and assigns all right, title, interest, claim, or demand whatsoever it may have acquired in, through or by a certain Mortgage/Deed of Trust bearing the date **MARCH 08, 2013**, and filed for the record in the Township of **STOWE**, county of **LAMOILLE COUNTY**, State of **VERMONT**, as **Instrument No. 000493, in Book No. 855, at Page No. 066 on MARCH 12, 2013.**

Property Address: **5785 MOUNTAIN RD UNIT 7C, STOWE, VT 05672-0000**  
 IN TESTIMONY WHEREOF, the said, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR EVERBANK, ITS SUCCESSORS AND ASSIGNS**, has caused these presents to be signed by its Assistant Secretary, Dated: **MAY 29, 2018**  
**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR EVERBANK, ITS SUCCESSORS AND ASSIGNS**


By   
**Julie McCombs, Assistant Secretary**

State of FLORIDA }  
 County of DUVAL } ss.

On **MAY 29, 2018**, before me, **Jeaney Golden**, a Notary Public, personally appeared **Julie McCombs**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of **FLORIDA** that the foregoing paragraph is true and correct.

Witness my hand and official seal.

  
 (Notary Name): **Jeaney Golden**

 Jeaney Golden  
 NOTARY PUBLIC  
 STATE OF FLORIDA  
 Comm# GG168629  
 Expires 4/5/2022

Stowe, VT. Record Received  
6-11-2018 at 3:45P M  
 Lisa A. Walker, Town Clerk