

# GUARDIAN TITLE AGENCY, LLC

## DELIVERY RECEIPT

\*\*\*\*\*

CATAMOUNT PROPERTIES, LTD  
7302 ROZENA DRIVE  
LONGMONT, CO 80503  
ATTN: DAVID MIJARES  
EMAIL:

FOR CLOSING QUESTIONS  
CONTACT: SUSAN M. PERRY  
2075 RESEARCH PARKWAY #75C  
COLORADO SPRINGS, CO 80920  
PHONE: (719) 265-1764  
FAX: (719) 550-2347  
COLORADOSPRINGS@GUARDIANCOLO.COM

\*\*\*\*\*

DATE: November 1, 2017  
OUR FILE NO.: 7417-51844  
SELLER: JOHN R. JENNINGS and LINDA B. JENNINGS  
BUYER:  
PROPERTY: 0 STAPLETON ROAD

**NOTES:**



Guardian Title Agency, LLC  
2075 Research Parkway #75C  
Colorado Springs, CO 80920

## **INVOICE**

Order Number 7417-51844  
Date: November 1, 2017

Bill To:  
CATAMOUNT PROPERTIES, LTD  
DAVID MIJARES  
7302 ROZENA DRIVE  
LONGMONT, CO 80503

DESCRIPTION	Price
TBD Commitment	\$150.00
<b>(Please send copy of invoice with payment)</b>	<b>\$150.00</b>

Please remit payment by check made payable to **Guardian Title Agency, LLC.**

If you have any questions, call the Customer Service Department at (303) 778-5330.

**THANK YOU FOR YOUR BUSINESS!**

# ATTENTION

## For Your Protection...

Due to a substantial increase in email hacking and wire fraud impacting real estate closings, our policy regarding wiring of seller's proceeds, private party proceeds and agent commissions has been upgraded to better protect your funds from criminal attack!

We will no longer accept changes to your wire instructions once you have provided them to us.

**If we receive a requested change in your wire instructions, you will automatically receive a check for your proceeds.**

**This new policy applies to all requests for a change whether coming from you, from a third party or a possible cyber hacker.**

This procedure is to protect you and your proceeds from an increase in EMAIL HACKING and wire fraud in the Real Estate industry.

**To Learn More Visit:**

[www.consumer.ftc.gov/blog/scammers-phish-mortgage-closing-costs](http://www.consumer.ftc.gov/blog/scammers-phish-mortgage-closing-costs)



## **AFFILIATED BUSINESS ARRANGEMENT AND FDIC DISCLOSURE INSTRUCTIONS**

Property Address: 0 STAPLETON ROAD, PEYTON, CO 80831

File number: 7417-51844

Dear Customer,

The Real Estate Settlement Procedures Act (RESPA) requires settlement providers to disclose Affiliate Business Arrangements. As part of the Realogy Corporation, Guardian Title Agency, LLC and Title Resource Guaranty Company (TRGC) are affiliate businesses.

In addition, attached is the Disclosure Regarding FDIC Coverage to identify the bank in which your funds may be deposited into during the course of the transaction.

Please execute the attached Disclosures and return them to us at your earliest convenience for our records.

Upon completion, please return to:  
Fax: **(719) 550-2347**

Email: [COLORADOSPRINGS@GUARDIANCOLO.COM](mailto:COLORADOSPRINGS@GUARDIANCOLO.COM)

or mail to:  
**Guardian Title Agency, LLC**  
**2075 Research Parkway #75C**  
**Colorado Springs, CO 80920**

Thank you in advance for your cooperation and we look forward to working with you throughout this transaction.

Sincerely,

Guardian Title Agency, LLC

# AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: Consumer

Property: **0 STAPLETON ROAD  
PEYTON, CO 80831**

From: Guardian Title Agency, LLC

File Number: **7417-51844**

Thank you for contacting Guardian Title Agency, LLC (hereinafter "Agent"). This is to give you notice that Agent has a business relationship with Title Resources Guaranty Company, which is a title insurance underwriting company. The owner of Agent is also the owner of Title Resources Guaranty Company. Because of this relationship, this referral of business to the underwriter below may provide Agent a financial or other benefit.

Set forth below is the estimated charge or range of charges for the underwriting services listed. You are NOT required to use the underwriter below in connection with the provision of title services. THERE ARE FREQUENTLY OTHER UNDERWRITERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Companies	Description of Charges	Estimate of range of charges generally made by provider
Title Resources Guaranty Company ("TRGC")	Title Insurance premium	For Policy Coverage of \$100,000 \$760-\$1014 For Policy Coverage of \$300,000 \$1124-\$1416 For Policy Coverage of \$500,000 \$1488-\$1777 For Policy Coverage of \$1,000,000 \$2373-\$2708 For Policy Coverage of \$1,500,000 \$3168-\$3584

## Acknowledgement of Receipt of Disclosure

I/we have read this disclosure form, and understand that Agent is referring me/us to use the above-described underwriter and may receive a financial or other benefit as the result of this referral.

\_\_\_\_\_  
JOHN R. JENNINGS

\_\_\_\_\_  
LINDA B. JENNINGS

Date \_\_\_\_\_

Date \_\_\_\_\_



Disclosure Regarding FDIC Coverage:

We deposit funds received on your behalf in state or federally-chartered banks that are insured by the Federal Deposit Insurance Corporation ("FDIC"). The account is currently held at **Comerica Bank**. FDIC deposit insurance coverage applies to a maximum amount of \$250,000 per depositor for deposits held in the same legal ownership category at each bank. For example, funds held on your behalf in an account maintained by us will be combined with any individual accounts held directly by you at the same bank. You are responsible for monitoring the total amount of deposits that are owned directly or indirectly by you in any one bank. If you have questions about FDIC deposit insurance, contact your financial or legal advisors or go to <http://www.fdic.gov/deposit/deposits/index.html>. We do not guarantee the solvency of any bank into which funds are deposited and we assume no liability for any loss you incur due to the failure, insolvency or suspension of operations of any bank or the \$250,000 FDIC deposit insurance limit.

I acknowledge the foregoing disclosure and agree to your depositing my funds as described above.

\_\_\_\_\_  
JOHN R. JENNINGS

\_\_\_\_\_  
LINDA B. JENNINGS

Date \_\_\_\_\_

Date \_\_\_\_\_

Referring to:

0 STAPLETON ROAD, PEYTON, CO 80831  
7417-51844



Rev. 03-03-2017

<b>FACTS</b>	<b>WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Payment history and credit card or other debt</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does TITLE RESOURCES GUARANTY COMPANY share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</b>	Yes	No
<b>For our marketing purposes- to offer our products and services to you</b>	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes- information about your transactions and experiences</b>	Yes	No
<b>For our affiliates' everyday business purposes- information about your creditworthiness</b>	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Call (888) 485-3791	

<b>Who we are</b>	
<b>Who is providing this notice?</b>	TITLE RESOURCES GUARANTY COMPANY
<b>What we do</b>	
<b>How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies that are owned in whole or in part by Realty Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <b>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.</b></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> <li>• <b>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.</b></li> </ul>

**COMMITMENT FOR TITLE INSURANCE**

ISSUED BY

**Guardian Title Agency, LLC**

agent for

***Title Resources Guaranty Company***

Title Resources Guaranty Company, a Texas corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Title Resources Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.



An Authorized Signature



***Title Resources Guaranty Company***

By: Paul M. McRidge  
Vice President/Asst. Secretary

Michael P. Hayden  
Secretary

TRGC Form: Comm06 ALTA Commitment Form Adopted 6/17/2006

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AMERICAN  
LAND TITLE  
ASSOCIATION



## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.



PURPORTED ADDRESS: 0 STAPLETON ROAD, PEYTON, CO 80831  
APN: 4233000035

SCHEDULE A

File No.: 7417-51844

1. Effective Date: OCTOBER 10, 2017 at 7:00 A.M.

2.	Policy or Policies to be issued:	Amount	Premium
(A)	ALTA 2006 Owner's Policy-Proposed Insured: PURCHASER TO BE DETERMINED	\$TBD	\$TBD
(B)	ALTA 2006 Loan Policy-Proposed Insured: LENDER TO BE DETERMINED	\$TBD	\$TBD

**Owner's Policy Endorsements**

Deletion of Standard Printed Exception 1- 4 \$75.00

**Bundled Concurrent Loan Policy**

Form 100 Included  
Form 8.1 Included  
Deletions of Standard Printed Exception 1-4 Included

3. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

JOHN R. JENNINGS AND LINDA B. JENNINGS

4. The land referred to in this Commitment is described as follows:

THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 64 WEST, COUNTY OF EL PASO, STATE OF COLORADO, EXCEPT THOSE PORTIONS DESCRIBED IN WARRANTY DEEDS RECORDED JUNE 26, 2015 AT RECEPTION NO. 215067235 AND APRIL 27, 2016 AT RECEPTION NO. 216044524

SCHEDULE B - SECTION I  
REQUIREMENTS

The following are the requirements to be complied with:

- A. Pay the agreed amounts for the interest in the land and /or for the mortgage to be insured.
- B. Pay us the premiums, fees and charges for the policy.
- C. Obtain a CERTIFICATE OF TAXES DUE from the County Treasurer or the County Treasurer's authorized agent.
- D. Payment of all taxes and assessments now due and payable.
- E. Evidence that any and all assessments for common expenses and fees levied by the Homeowners Association pursuant to the covenants if any, have been paid.
- F. Receipt of an Affidavit and Indemnity Agreement executed by the following parties:  
JOHN R. JENNINGS AND LINDA B. JENNINGS
- G. WARRANTY DEED SUFFICIENT TO CONVEY THE FEE SIMPLE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO HEREIN, TO THE PROPOSED INSURED.

NOTE: SECTION 38-35-109(2) OF THE COLORADO REVISED STATUES, 1973 REQUIRES THAT A NOTATION OF THE PURCHASER'S LEGAL ADDRESS BE INCLUDED ON THE FACE OF THE DEED TO BE RECORDED. SECTION 39-14-102(1) (A) OF THE COLORADO REVISED STATUES, 1973 REQUIRES ALL CONVEYANCE DOCUMENTS SUBJECT TO THE DOCUMENTARY FEE SUBMITTED TO THE CLERK AND RECORDER FOR RECORDING BE ACCOMPANIED BY A REAL PROPERTY TRANSFER DECLARATION SIGNED BY THE GRANTOR OR GRANTEE.

- H. DEED OF TRUST SUFFICIENT TO MORTGAGE THE FEE SIMPLE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO HEREIN, TO THE PROPOSED INSURED, SCHEDULE A, ITEM B.
- I. VACANT LAND SURVEY PLAT IN FORM, CONTENT AND CERTIFICATION C.R.S. 38-51-106 SATISFACTORY TO THE COMPANY.

NOTE: THE ABOVE MUST BE SUBMITTED AND APPROVED BY UNDERWRITING PRIOR TO CLOSINGS AND EXCEPTIONS MAY BE MADE TO ANY ADVERSE MATTERS.

**NOTE: WE FIND NO OPEN DEEDS OF TRUST OF RECORD. PLEASE CONFIRM THIS WITH THE SELLER.**

FOR INFORMATIONAL PURPOSES ONLY:

ACCORDING TO PUBLIC RECORDS, THE LAST DEED(S) OF RECORD WHICH PURPORT TO TRANSFER TITLE AND/OR ARE RECORDED WITHIN THE PAST 24 MONTHS ARE:

WARRANTY DEED RECORDED SEPTEMBER 28, 2006 AT RECEPTION NO. 206143249

SCHEDULE B – SECTION II

EXCEPTIONS

The policy or policies to be issued will contain exception to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights and claims of parties in possession not shown in the public records.
2. Easements or claims of easements not shown by the public records.
3. Discrepancies, conflicts and boundary lines, shortage in area, encroachments, and any facts in which a correct survey and inspection of the premises would disclose and which are not shown by public records.
4. Any lien or right to a lien, for services, labor or material hereto or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Note: If Guardian Title Agency, LLC conducts the closing, this item will be deleted from the final policy

6. Tax sales, taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
7. “(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.”
8. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER RESOLUTION NO. 15-059 RECORDED FEBRUARY 11, 2015 AT [RECEPTION NO. 215012843](#).
9. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE MEMORANDUM OF AGREEMENT RECORDED FEBRUARY 11, 2015 AT [RECEPTION NO. 215012844](#).
10. AN EASEMENT FOR CONSTRUCTION AND INCIDENTAL PURPOSES GRANTED TO THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY BY THE INSTRUMENT RECORDED JUNE 26, 2015 AT [RECEPTION NO. 215067236](#).
11. AN EASEMENT FOR CONSTRUCTION AND INCIDENTAL PURPOSES GRANTED TO THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY BY THE INSTRUMENT RECORDED JUNE 26, 2015 AT [RECEPTION NO. 215067237](#).

## DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Non-residential withholding).

NOTE: Colorado Division of Insurance Regulations 3-5-1 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Guardian Title Agency, LLC conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Pursuant to C.R.S. 10-11-122, the company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B-2.

- A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: Pursuant to Colorado Division of Insurance Regulations 3-5-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

**NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.**

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

<b>FACTS</b>	<p><b>WHAT DOES GUARDIAN TITLE AGENCY, LLC (A SUBSIDIARY OF TITLE RESOURCE GROUP) DO WITH YOUR PERSONAL INFORMATION?</b></p>
<b>Why?</b>	<p>Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.</p>
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Payment history and credit card or other debt</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	<p>All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons GUARDIAN TITLE AGENCY, LLC chooses to share; and whether you can limit this sharing.</p>

Reasons we can share your personal information	Does TRG share?	Can you limit this sharing?
<b>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</b>	Yes	No
<b>For our marketing purposes- to offer our products and services to you</b>	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes- information about your transactions and experiences</b>	Yes	No
<b>For our affiliates' everyday business purposes- information about your creditworthiness</b>	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

**Questions?** Call (888) 485-3791

## Who we are

**Who is providing this notice?**

GUARDIAN TITLE AGENCY, LLC

## What we do

**How does GUARDIAN TITLE AGENCY, LLC protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

**How does GUARDIAN TITLE AGENCY, LLC collect my personal information?**

We collect your personal information, for example, when you

- Apply for insurance or pay insurance premiums
- Provide your mortgage information or show your driver's license
- Give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *GUARDIAN TITLE AGENCY, LLC does not share with nonaffiliates so they can market to you.*

**Joint Marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or service to you.

- *GUARDIAN TITLE AGENCY, LLC does not share with nonaffiliated financial companies for joint marketing purposes.*

**WARRANTY DEED**

THIS DEED, Made this 15<sup>th</sup> day of September, 2006 between

**Dakota Monterey Companies Inc., a Colorado Corporation and TKO Development LLC, a Colorado limited liability company and Shane Chiddix** of the County of El Paso and State of COLORADO, grantor, and

**John R. Jennings and Linda B. Jennings**

whose legal address is 2030 Tabor Court, Colorado Springs, CO 80919,

of the County of El Paso, State of Colorado, grantees:

**WITNESS**, That the grantor, for and in consideration of the sum of Five Hundred Thousand Dollars and NO/100's, (\$500,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, not in tenancy in common but in **joint tenancy**, all the real property together with improvements, if any, situate, lying and being in the County of El Paso, and State of COLORADO, described as follows:

The West half of the East half of the Southeast quarter, and the Northeast quarter of the Northeast quarter of the Southeast quarter of Section 33, Township 12 South, Range 64 West, County of El Paso, State of Colorado.

also known by street and number as 0 33-12-64, , CO

**TOGETHER** with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Exceptions described by reference to recorded documents as reflected into the Title Documents accepted by Buyer in accordance with section 8a "Title Review", of the contract dated August 7, 2006, between the parties.

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF**, the grantor has executed this deed on the date set forth above.

**SELLERS:**

**Dakota Monterey Companies Inc., a Colorado Corporation**

Gregory W Beedle  
by: Gregory W. Beedle as President

**TKO Development, LLC, a Colorado limited liability company**

Randy K Ottaway  
by: Randy K. Ottaway, as Manager

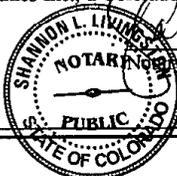
Shane Chiddix SHANE CHIDDIX BY  
AS ATTORNEY IN FACT  
by Randy Ottaway as Attorney-in-Fact

STATE OF COLORADO  
COUNTY OF El Paso

} SS:

The foregoing instrument was acknowledged before me this 15th day of September, 2006 by Randy K. Ottaway as Manager of TKO Development, LLC a Colorado limited liability company, Gregory W. Beedle as President of Dakota Monterey Companies Inc., a Colorado Corporation and Randy Ottaway as Attorney-in-Fact for Shane Chiddix

Witness my hand and official seal.  
My Commission expires:





215067235

less out

SPECIAL WARRANTY DEED

D.F. \$0.00

THIS DEED, made this 10 day of February, 2015, between JOHN R. JENNINGS AND LINDA B. JENNINGS, whose mailing address is 2030 Tabor Court, Colorado Springs, CO 80919-4843 ("Grantor"), and EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, whose street address is 200 S. Cascade Avenue, Colorado Springs, CO 80903 ("Grantee" or "County").

WITNESSETH, that Grantor, for and in consideration of the sum of Seven Thousand Two Hundred Sixteen Dollars and No Cents (\$7,216.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, and Grantee's heirs, successors and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of El Paso, State of Colorado described as follows:

**See Exhibits A and B for Parcel No. 10, attached hereto and incorporated herein by reference**

also known by El Paso County tax schedule number 42330-00-015.

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, and Grantee's heirs, successors and assigns forever. Grantor, for Grantor and Grantor's heirs, successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee, and Grantee's heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor and hereby warrants that the Property is free and clear of any lien or encumbrances, of whatever kind or nature soever, including taxes for 2013 and 2014 tax prorations, except any easements, rights-of-way, and restrictions of record and taxes for subsequent years.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

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Signature Page Follows





**EXHIBIT A**

EL PASO COUNTY PROJECT NUMBER 229036

**PARCEL 10**

SITUATE

THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6<sup>TH</sup> P.M.,  
EL PASO COUNTY, COLORADO

**LEGAL DESCRIPTION**

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6<sup>TH</sup> P.M., EL PASO COUNTY, COLORADO, BEING A PORTION OF THE EL PASO COUNTY, COLORADO ASSESSOR'S PARCEL NUMBER 4233000015, C/O JOHN R. JENNINGS & LINDA B. JENNINGS, 2030 TABOR COURT, COLORADO SPRINGS, COLORADO 80919-4843, SAID TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 33, THENCE;

1. SOUTH 89°57'40" EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 362.13 FEET FOR THE **POINT OF BEGINNING**, THENCE;
2. CONTINUING ALONG SAID NORTH LINE SOUTH 89°57'40" EAST A DISTANCE OF 230.70 FEET, THENCE;
3. SOUTH 18°01'48" WEST A DISTANCE OF 28.42 FEET, THENCE;
4. SOUTH 43°33'49" EAST A DISTANCE OF 483.13 FEET, THENCE;
5. ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 12°56'15", A RADIUS OF 1,555.00 FEET, AN ARC LENGTH OF 351.12 FEET, A CHORD BEARING OF SOUTH 37°05'41" EAST AND A CHORD LENGTH OF 350.38 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER, THENCE;
6. NORTH 89°58'49" WEST ALONG SAID SOUTH LINE A DISTANCE OF 117.67 FEET, THENCE;
7. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 10°34'30", A RADIUS OF 1,455.00 FEET, AN ARC LENGTH OF 268.55 FEET, A CHORD BEARING OF NORTH 38°16'34" WEST AND A CHORD LENGTH OF 268.17 FEET, THENCE;
8. NORTH 43°33'49" WEST A DISTANCE OF 539.12 FEET, THENCE;
9. NORTH 66°02'38" WEST A DISTANCE OF 110.00 FEET, THENCE;
10. NORTH 43°33'49" WEST A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 90,197.60 SQUARE FEET, (2.071 ACRES), MORE OR LESS.

ALL BEARINGS ARE BASED ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 33, MONUMENTED WITH A FOUND 3/2" ALUMINUM CAP STAMPED CDOT PLS 22103, DATED 2001 ON THE EAST AND WITH A FOUND 2 1/2" ALUMINUM CAP STAMPED P.L.S. 31548, DATED 2005 ON THE WEST AND WHICH WAS ASSUMED TO BEAR SOUTH 89°57'40" EAST A DISTANCE OF 1,321.47 FEET.

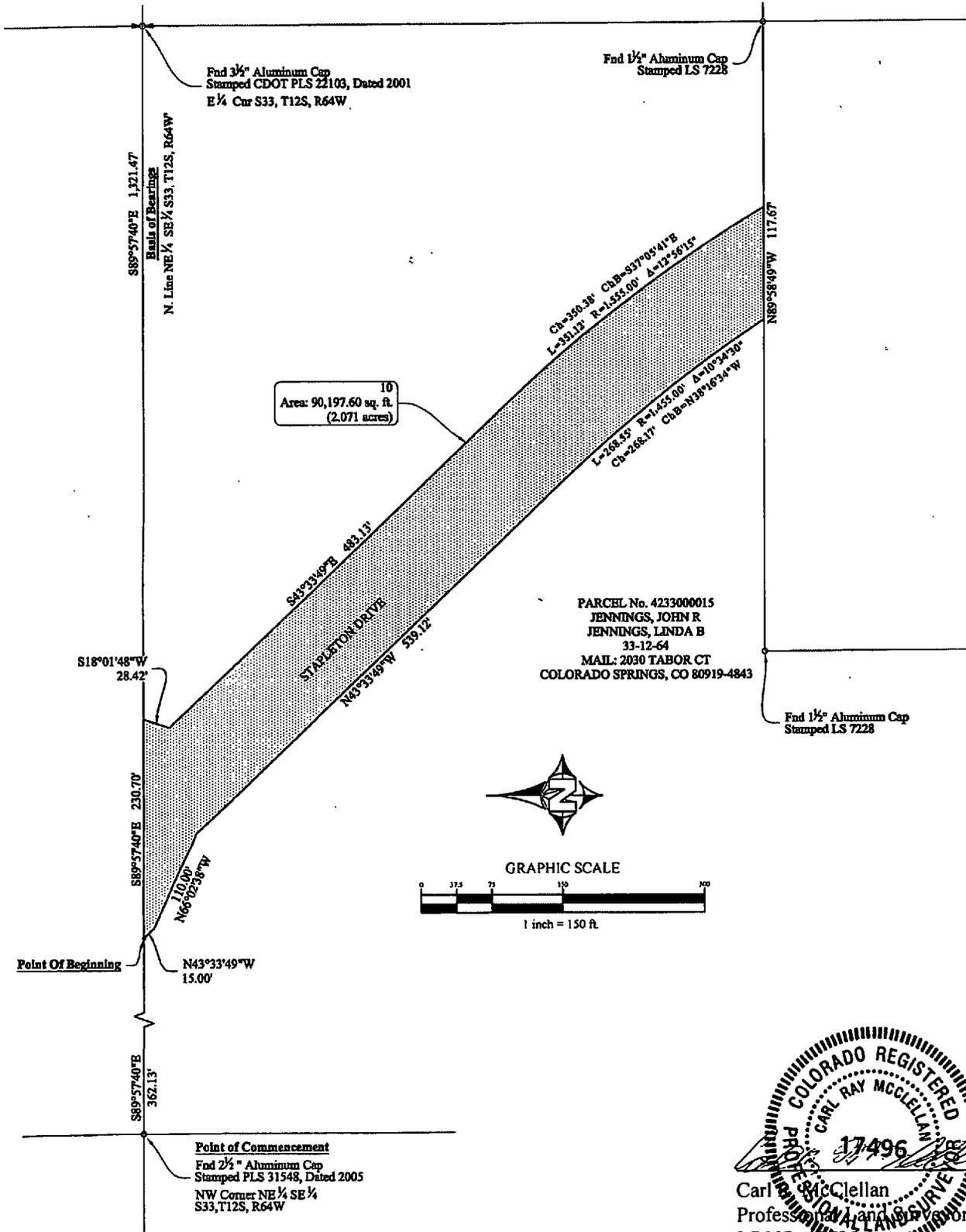


SCALE: NONE DATE: 12/18/13  
DRAWING: StapletonEastLegals&Exhibits.dwg BY: NH

EL PASO COUNTY  
PUBLIC SERVICES DEPARTMENT

**EXHIBIT B**  
**EL PASO COUNTY PROJECT NUMBER 229036**  
**PARCEL 10**

SITUATE  
 THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO



SCALE: 1"=150' DATE: 12/18/13  
 DRAWING: StapletonEastLegals&Exhibits.dwg BY: NH

**EL PASO COUNTY**  
**PUBLIC SERVICES DEPARTMENT**

**COLORADO REGISTERED**  
**CARL RAY MCCLELLAN**  
 17496  
**PROFESSIONAL LAND SURVEYOR**  
 Carl R. McClellan  
 Professional Land Surveyor  
 LS NO. 17496

less out

**WARRANTY DEED**

**RECORDER'S STAMP**

THIS DEED, made this 22 day of April, 2016, between

**JOHN R. JENNINGS AND LINDA B. JENNINGS**

of the County of EL PASO, State of Colorado, grantor(s), and

**STATIC LINE LLC**

whose legal address is

of the County of EL PASO, State of Colorado,

grantees:

DOC FEE \$11.40

WITNESS, that the grantor(s), for and in consideration of the sum of **One Hundred Fourteen Thousand and 00/100, (\$114,000.00)**, the receipt and sufficiency of which is hereby acknowledged, have/has granted, bargained, sold and conveyed, and by these presents do(es) grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in County of EL PASO and State of Colorado, described as follows:

**A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 12, SOUTH, RANGE 64 WEST OF THE 6<sup>TH</sup> P.M., COUNTY OF EL PASO, STATE OF COLORADO, BEING A PORTION OF THE EL PASO COUNTY, COLORADO ASSESSOR'S PARCEL NUMBER 4233000015, SAID TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 33,**

1. THENCE SOUTH 89°57'40" EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 592.83 FEET FOR THE POINT OF BEGINNING,
2. THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 89°57'40" EAST A DISTANCE OF 728.64 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER OF SAID SECTION 33;
3. THENCE SOUTH 00°08'45" EAST ALONG THE EAST LINE THEREOF A DISTANCE OF 656.16 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER;
4. THENCE NORTH 89°58'49" WEST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 194.82 FEET;
5. THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 12°56'15", A RADIUS OF 1,555.00 FEET, AN ARC LENGTH OF 351.12 FEET, A CHORD BEARING OF NORTH 37°05'41" WEST AND A CHORD LENGTH OF 350.38 FEET;
6. THENCE NORTH 43°33'49" WEST A DISTANCE OF 483.13 FEET;
7. THENCE NORTH 18°01'48" EAST A DISTANCE OF 28.42 FEET TO THE POINT OF BEGINNING.

**ALL BEARINGS ARE BASED ON THE NORTHLINE OF SAID NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 33, MONUMENTED WITH A FOUND 3 1/2" ALUMINUM CAP STAMPED CDOT PLS 22103, DATED 2001 ON THE EAST AND WITH A FOUND 2 1/2" ALUMINUM CAP STAMPED P.L.S. 31548, DATED 2005 ON THE WEST AND WHICH WAS ASSUMED TO BEAR SOUTH 89°57'40" EAST A DISTANCE OF 1,321.47 FEET.**

**THIS LEGAL DESCRIPTION WAS CREATED BY CARL RAY MCCLELLAN, PROFESSIONAL LAND SURVEYOR DATED DECEMBER 18, 2013.**

also known by street and number as **TBD CURTIS ROAD, PEYTON, CO 80831;**

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in, and to the above bargained premises, with the hereditaments and appurtenances,

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor(s), for him/herself, its/their heirs and personal representatives do(es) covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensembling and delivery of these presents are well seized of the premises above conveyed, have/had good, sure, perfect absolute and indefeasible estate of inheritance, in law, in fee simple, and have/had good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, EXCEPT FOR TAXES FOR THE CURRENT YEAR AND SUBSEQUENT YEARS, EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD IF ANY; AND DISTRIBUTION UTILITY EASEMENTS; AND MATTERS NOT SHOWN BY THE PUBLIC RECORDS BUT OF WHICH GRANTEE HAS ACTUAL KNOWLEDGE; AND INCLUSION OF THE PROPERTY WITHIN ANY SPECIAL TAXING DISTRICT; AND BENEFITS AND BURDENS OF ANY DECLARATION AND PARTY WALL AGREEMENTS, IF ANY AND SUBJECT TO THOSE EXCEPTIONS REFERRED TO IN TITLE INSURANCE COMMITMENT NO. 7416-39064 ISSUED BY GUARDIAN TITLE AGENCY, LLC.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

7416-39064

IN WITNESS WHEREOF the grantor(s) have/had executed this deed on the date set forth above.

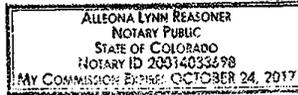
[Signature]  
JOHN R. JENNINGS  
[Signature]  
LINDA B. JENNINGS

STATE OF COLORADO  
COUNTY OF EL PASO )ss.

The foregoing instrument was acknowledged before me this 22 day of April, 2016, by JOHN R. JENNINGS and LINDA B. JENNINGS.

Witness my hand and official seal.

[Signature]  
Notary Public  
My commission expires 10.24.2017



Name and Address of person Creating Newly Created Legal Description (§ 38-35-105, C.R.S.)

**Guardian Title #7416-39064**



El Paso County, Colorado

MARK LOWDERMAN, TREASURER

DATE January 12, 2017

PROPERTY TAX STATEMENT
TAXES FOR 2016 DUE 2017

TYPE OF PROPERTY
REAL PROPERTY

74462

SCHEDULE (ACCOUNT) NUMBER
42330-00-035

PROPERTY LOCATION
0 STAPLETON RD

PROPERTY DESCRIPTION

W2E2SE4, NE4NE4SE4 SEC 33-12-64,
EX THAT PT TO COUNTY BY REC
#215067235 & EX PT DESC BY REC #
216044524



42330-00-035
JENNINGS JOHN R
JENNINGS LINDA B
2030 TABOR CT
COLORADO SPRINGS CO 80919-4843

Table with columns: TAX DISTRICT, SCF, ACTUAL VALUE, ASSESSED VALUE, TAX RATE, TAX AUTHORITY, TAX AMOUNT. Includes total tax rate of 0.065968 and total taxes payable of \$29.03.

201742330000350190000000000000000014514

NOTE: Tax bills must be mailed to the property owner. If you have a mortgage, check with them before paying your taxes.

TO PAY ON-LINE OR VIEW YOUR ACCOUNT:
HTTP://TRS.ELPASOCO.COM

MAKE CHECKS PAYABLE TO:
EL PASO COUNTY TREASURER

MAIL PAYMENT TO:
EL PASO COUNTY TREASURER
P.O. BOX 2018
COLO. SPGS., CO 80901-2018

TELEPHONE 719-520-7900
e-mail: trsweb@elpasoco.com
Office Location:

1675 Garden of the Gods Rd,
Suite 2100, Colo. Spgs., CO 80907
YOUR SCHOOL DISTRICT GENERAL FUND
TAX RATE IS 0.038437
ABSENT STATE AID, IT WOULD HAVE
BEEN 0.213344

ADDRESS CHANGE INFORMATION-
SEE REVERSE SIDE

PAYMENT
COUPON 2

EL PASO COUNTY, COLORADO
2ND HALF - DUE JUNE 15, 2017
NO SECOND HALF STATEMENT WILL BE MAILED

2017

SCHEDULE NUMBER 42330-00-035

OWNER'S NAME JENNINGS JOHN R

SECOND HALF AMOUNT DUE BY 6-15-2017 \$ 14.51

Do you have a mortgage? Check with them before paying your taxes.
Include a stamped, self-addressed envelope for a printed receipt.

20174233000035019000000145200000029035

PAYMENT
COUPON 1

EL PASO COUNTY, COLORADO
1ST HALF - DUE FEBRUARY 28, 2017 OR
FULL TAX - DUE APRIL 30, 2017

2017

SCHEDULE NUMBER 42330-00-035

OWNER'S NAME JENNINGS JOHN R

FIRST HALF AMOUNT DUE BY 2-28-2017 \$ 14.52

FULL AMOUNT DUE BY 4-30-2017 \$ 29.03

Do you have a mortgage? Check with them before paying your taxes.
Include a stamped, self-addressed envelope for a printed receipt.