

MEMORANDUM OF AGREEMENT

BETWEEN

SANTA FE COUNTY

AND

PROFESSIONAL DOCUMENT SYSTEMS, INC.

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is entered into as of this 31ST of January 2011, by and between the **Santa Fe County** ("County"), a governmental entity, acting on behalf of the Santa Fe County Clerk ("Clerk"), and Professional Document Systems, Inc., a New Mexico corporation registered and authorized to do business in the State of New Mexico, ("Authorized Filer").

WHEREAS, this Agreement is entered into pursuant to Uniform Real Property Electronic Recording Act, NMSA 1978, Sections 14-9A-1 through 14-9A-7, and 1.11.2 NMAC and

WHEREAS, this Agreement establishes the terms and conditions of participation in the Clerk's electronic filing and recording program, and

WHEREAS, the Clerk is authorized to receive qualifying documents for filing and recordation in the Clerk's official records, and

WHEREAS, Authorized Filer facilitates for its customers the electronic recording of documents with governmental entities, and

WHEREAS, this Agreement sets forth the requirements for electronically recording documents with the Clerk.

NOW THEREFORE, the parties hereby agree as follows:

1. **ELECTRONIC RECORDATION OF DOCUMENTS WITH CLERK**

A **Documents**: Attached as Exhibit A to this Agreement is a list of the documents permitted to be filed electronically with the Clerk. This list may from time to time be amended by the Clerk without amendment to this Agreement but with notice to the Authorized Filer. Authorized Filer shall ensure only original documents are used to create electronic documents. Authorized Filer warrants to the Clerk the genuineness of those electronic signatures affixed to any document transmitted by it for electronic recordation and any such signature has the same legal effect as if that signature were manually affixed to a paper version of the documents. Authorized Filer represents and agrees that by use of electronic or digital certificates used to sign documents, Authorized Filer intends and represents to the Clerk that all such documents are authentic. Authorized Filer agrees to be diligent in ensuring that all documents prior to submittal for electronic recording have been checked for errors, omissions, scanning

defects, illegible areas and other deficiencies that would affect the Clerk's ability to record these documents.

B. Notarization: All documents filed electronically with the Clerk shall comply with the requirements for notarization pursuant to New Mexico statutes and rules adopted by the New Mexico Secretary of State.

C. Notification of submittal: The Clerk shall issue to the Authorized Filer an electronic or other written notification, which will include the date and time of receipt, that the electronic document has been received by the Clerk.

D. Notification of rejection: Electronic documents submitted for recordation shall be rejected by the Clerk if they fail to comply with the following: 1) image or file-format specifications and security requirements set forth in 1.11.2 NMAC; 2) New Mexico statutes; or 3) any requirements established by the Clerk for electronic recording of real property records.

E. Transmissions: Documents shall be transmitted through an electronic recording delivery system. Authorized Filer shall visually inspect each instrument prior to transmitting to ensure compliance with existing statutory recording requirements and 1.11.2 NMAC. Authorized Filer shall comply with transmittal sheet requirements set forth in Subsection C of 1.11.2.12 NMAC.

F. Liabilities and responsibilities of Authorized Filer: Pursuant to 1.11.2.11 NMAC, Authorized Filer shall implement security procedures for all electronic filing transmissions and shall be responsible for maintaining the security of the system within its office. Authorized Filer shall be responsible for keeping its encryption key secure and for establishing internal controls to assure the security of the private key is not compromised. Authorized Filer shall immediately notify the Clerk of any compromise of security.

G. Clerk's rights and responsibilities: The Clerk reserves the right to refuse and return any document that does not meet all the requirements for electronic recording. Neither the Clerk nor the County of Santa Fe shall be liable for any failure to perform processing of the transactions and documents when such failure results from any act of God, terrorism, or other cause beyond the parties reasonable control, including but not limited to, any mechanical, electronic, or other communications failure that prevents the parties from transmitting or receiving the electronic documents. The Clerk has no responsibility for any failure in technology in the transmittal to or from Santa Fe County including but not limited to, down time, hardware, or software failure at any point of contact. The Clerk shall not be liable to the Authorized Filer or its customers for any damages resulting from software or equipment failure.

The Clerk shall apply the same level of diligence in handling documents submitted electronically as those submitted through the manual process. However, nothing in this Agreement shall be construed to require the Clerk to monitor or review the content of documents submitted for electronic recording except for review to determine acceptability pursuant to the Clerk's requirements.

2. **FEES AND PAYMENT**

Fees for recording documents electronically are pursuant to NMSA 1978, Sections 14-8-12.2 and 14-8-12.3 (2008). Fees for electronic recording are collected through an electronic payment system, automated clearing house (ACH). Documents must be accompanied by the appropriate fees (ACH) at the time of recording. The method is subject to standards set by the Electronic Recording Commission and the choice of the Clerk. Among others, the alternatives include a subscription service with a regular billing system, a prepayment system with recording charges applied against a deposited amount, or a payment per individual recordation.

3. **EFFECTIVE DATE AND TERM**

This Agreement shall, upon execution by all parties, become effective as of the date first written above and shall terminate on February 28, 2013, unless terminated pursuant to Paragraph 4, "TERMINATION," of this Agreement.

4. **TERMINATION**

The Clerk, at its sole discretion, may terminate this Agreement immediately in the event the Clerk determines there has been a breach of any term or condition of this Agreement or breach of security, warranting immediate termination. Pursuant to 1.11.2.10 NMAC, should Authorized Filer fail to take immediate corrective and remedial action for any security compromise, the Clerk may terminate this Agreement immediately and revoke Authorized Filer's privilege to file electronically. Nonpayment of fees by Authorized Filer is also grounds for immediate termination.

Either party may terminate this Agreement without cause by providing 30 days' prior written notice to the other party.

5. **LIABILITY**

Authorized Filer assumes all liability and responsibility for documents submitted to the Clerk for electronic recording. It shall be the obligation of Authorized Filer at its own expense to defend and indemnify the Clerk against any claim or cause of action asserted by anyone against the Clerk as a result of a breach of security caused by or resulting from Authorized Filer's failure to implement and maintain security measures with respect to electronic recording or any failure or neglect of Authorized Filer to comply with quality control procedures for assuring accuracy and completeness of documents submitted electronically for recordation by the Clerk.

6. **INSURANCE**

- A. General Conditions. Authorized Filer shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

- B. General Liability Insurance, Including Automobile. Authorized Filer shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Authorized Filer; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.
- C. Workers' Compensation Insurance. Authorized Filer shall comply with the provisions of the Workers' Compensation Act.
- D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Authorized Filer shall increase the maximum limits of any insurance required herein.
- E. Malpractice/Errors and Omissions Insurance. Authorized Filer shall procure and maintain during the life of this Agreement professional liability or errors and omissions insurance in amounts not less than \$1,000,000 per occurrence, \$2,000,000 per aggregate.

7. **AMENDMENT**

This Agreement shall not be altered, changed, or amended except by an amendment executed in writing signed by both parties.

8. **ENTIRE AGREEMENT**

This Agreement incorporates all agreements, covenants and understandings between the parties hereto. No prior agreement, covenants or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

- A. Authorized Filer shall comply with all applicable laws, ordinances, and obligations.
- B. This Agreement shall be construed in accordance with the ordinances of the County of Santa Fe and the substantive laws of the State of New Mexico, without regard to its choice of law rules. The Authorized Filer and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the federal and state district courts of New Mexico located in Santa Fe County.

10. NOTICES AND CONTACTS

All notices required to be given to the Clerk under this Agreement shall be mailed to:

Santa Fe County

Santa Fe County Attorney

102 Grant Ave.

Santa Fe, NM 87504

All notices required to be given to the Authorized Filer under this Agreement shall be mailed to:

Professional Document Systems

1414 Common Drive

El Paso, TX 79936

Contact information of the Authorized Filer, as required by 1.11.2.10 NMAC, is as follows:

Administrative contact person: Matt Bowman (name) 800-644-7112 (phone number)
mbowman@pdswest.com (email address) 1414 Common Drive, El Paso, TX 79936 (address)

Information technology contact person: same or Juan Silva (name) same as above (phone number)
jsilva@pdswest.com (email address) same as above (address)

11. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

The Authorized Filer hereby irrevocably appoints Matthew Bowman, as its general agent for acceptance of services, and as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. Authorized Filer acknowledges and agrees that service upon its designated agent shall have the same effect as though Authorized Filer were actually and personally served within the state of New Mexico.

12. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or the Clerk or the public employees at common law or under New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 *et seq.*

13. NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended to and does not create any rights in any persons not a party hereto.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

SANTA FE COUNTY

Patricia Miller 1.31.2011

Santa Fe County Manager

SANTA FE COUNTY CLERK

Valerie Espinoza
Valerie Espinoza

APPROVED AS TO FORM:

Stephen C. Ross
1/21/11

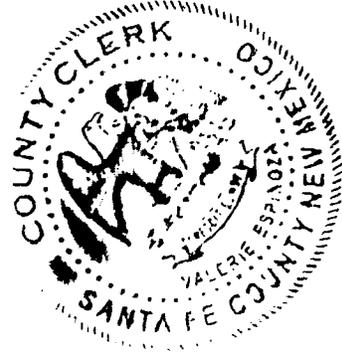
Stephen C. Ross

Santa Fe County Attorney

AUTHORIZED FILER

By: Matthew L. Bowman (Print Name)

Its: President of "PDS" (Print Title)



IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

SANTA FE COUNTY

Santa Fe County Manager

SANTA FE COUNTY CLERK

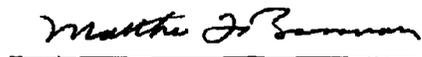
Valerie Espinoza

APPROVED AS TO FORM:



Stephen C. Ross
Santa Fe County Attorney

AUTHORIZED FILER



By: Matthew L. Bowman (Print Name)

Its: President of "PDS" (Print Title)

13TH AMENDMENT
2ND MOD OF MTG
2ND MORTGAGE N/C
2ND MTG MODIFICATION AGREEMENT
3RD MORTGAGE N/C
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ADDENDUM
ADDENDUM TO PURCHASE AGREEMENT
ADDITIONAL MORTGAGE
ADMINISTRATION
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ADOPTION OF CONDO ACT
AFF HOUSING PLAN
AFF OF DEATH OF JOINT TENANT
AFFIDAVIT
AFFIDAVIT (N/C)
AFFIDAVIT OF AFFIXATION
AFFIDAVIT OF ASSESSMENT
AFFIDAVIT OF COMPLIANCE
AFFIDAVIT OF DEFAULT
AFFIDAVIT OF HEIRSHIP
AFFIDAVIT OF INTEREST
AFFIDAVIT OF LOST ASSIGN
AFFIDAVIT OF LOST RECORDING
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AMEND & RESTATED TRUST AGREE
AMEND CONDO DECLARATION
AMEND GROUND LEASE N/C
AMEND NOTICE OF LIEN
AMEND WATER RIGHTS PURCH (N/C)
AMEND WATER WELL AGREE
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AMENDED & RESTATED MORTGAGE
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AMENDED BY LAWS
AMENDED CERTIFICATE
AMENDED CLAIM OF LIEN
AMENDED DECLAR OF COVENANTS
AMENDED DECLARATION
AMENDED DECLARATION OF CONDO
AMENDED DEED
AMENDED DISCLOSURE STATEMENT
AMENDED FEDERAL TAX LIEN
AMENDED FIN STMT 1-3 PGS
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AMENDED FIN STMT 4-25 PGS
AMENDED JUDGMENT
AMENDED MEMORANDUM OF TRUST
AMENDED NOTICE OF LIS PENDENS
AMENDED NOTICE OF MINING LOCAT
AMENDED ORDER
AMENDED PATENT
AMENDED PERS REPRESENTATIVE
AMENDED REAL ESTATE CONTRACT

AMENDED RELEASE OF LIEN
AMENDED RELEASE OF TRANSCRIPT
AMENDED RESTATE RESTRICT COV
AMENDED ROAD AGREEMENT
AMENDED SPECIAL MASTER'S DEED
AMENDED TRANS OF JUDGEMENT
AMENDED WATER RIGHTS PURCH N/C
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AMENDMENT #1 CONTRACT
AMENDMENT #2 CERT OF INCORP
AMENDMENT OF DECLARATION
AMENDMENT PARAGRAPH WITHDRAWAL
AMENDMENT PROMISSORY NOTE
AMENDMENT TO AFF HOUSING AGREE
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ASSIGN OF DEED OF TRUST
ASSIGN OF DEED OF TRUST (N/C)
ASSIGN OF MTG (N/C)
ASSIGN OF SUBLEASE
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ASSIGNMENT & TRANSFER
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BCC AGENDA PACKET
BCC MINUTES
BCC ORDER
BCC ORDINANCE
BCC RESOLUTIONS

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BILL OF TRANSFER
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BOND (NC)
BOND FOR RELEASE LIEN
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BUILDING RESTRICTIONS
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COMMUNITY PROPERTY DECLARATION
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CONDO ASSESSMENT LIEN
CONDO DECLARATION
CONDO UNIT DEED
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CONSERVATORS DEED
CONSTRUCTION DEED OF TRUST
CONSTRUCTION MAINTENANCE AGREE
CONSTRUCTION MOD AGREEMENT
CONSTRUCTION MORTGAGE
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CONTRACT (NC)
CONTRACT OF SALE
CONTRACT PROVISIONS
CONTRACTORS EXCAVATION BOND

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COPIES & POSTAGE
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CORRECTED AFFIDAVIT
CORRECTED AGREEMENT
CORRECTED ASSIGNMENT OF MTG
CORRECTED ATTNYS LIEN
CORRECTED CERT OF TRUST
CORRECTED CONFIRM & EASEMENT
CORRECTED DECLARATION
CORRECTED DECLARE OF COVENANTS
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CORRECTED DEED OF TRUST
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DECLARATION
DECLARATION COVENANTS
DECLARATION OF CONDO
DECLARATION OF EASEMENTS
DECLARATION OF INDEPENDENCE
DECLARATION OF IRREV TRUST
DECLARATION OF LIEN
DECLARATION OF PROTECTIVE COV
DECLARATION OF TRUST
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DEDICATION OF W/R (N/C)
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DEED & ASSIGNMENT
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DEED OF CONSERVATION EASEMENT
DEED OF CONVEYANCE
DEED OF DISTRIBUTION
DEED OF EASEMENT
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DEED OF GIFT
DEED OF PERSONAL REP
DEED OF RECONVEYANCE
DEED OF REDEMPTION
DEED OF SUCCESSOR
DEED OF TRANSFER
DEED OF TRUST
DEED OF TRUST (NO CHARGE)
DEED OF TRUSTEE
DEED RESTRICTIONS
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DEFAULT JUDGMENT
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DELEGATION OF POWERS
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DESIGNATION OF LAND USE CLASS
DESIGNATION OF TRADE NAME
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DISCHARGE
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DISCHARGE OF ASSIGNMENT
DISCHARGE OF BANKRUPT
DISCHARGE OF DEBTOR
DISCHARGE OF LIEN
DISCHARGE OF MORTGAGE
DISCLAIMER
DISCLOSURE
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DISSOLUTION
DISSOLUTION OF MARRIAGE
DISTRIBUTION
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DRIVEWAY MAINTENANCE AGREEMENT
DURABLE POWER OF ATTORNEY
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EASEMENT (N/C)
EASEMENT AGREEMENT
EASEMENT DEED
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EDGEWOOD ORDINANCE
EDGEWOOD RESOLUTION
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EIGHTH MOD AGREEMENT
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ELECTION RESOLUTION
ELEVENTH AMENDMENT
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ELUA ORDINANCE
ELUA RESOLUTION
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ESTATE DISTRIBUTION
ESTATE TAX CERTIFICATE
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EXCHANGE AND QUITCLAIM DEED
EXECUTORS DEED
EXECUTRICES DEED
EXECUTRIX CONVEYANCE
EXECUTRIX DEED
EXERCISE OF OPTION
EXHIBIT
EXTENSION
EXTENSION AGREEMENT
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EZA MINUTES
EZA ORDER
EZA ORDINANCE
EZA RESOLUTION
EZC MINUTES
EZC ORDER
FAMILY TRANSFER
FED PARTIAL RELEASE OF LIEN
FEDERAL ESTATE TAX LIEN
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FIFTEENTH AMENDMENT CONDO
FIFTH AMENDMENT

FIFTH MOD AGREEMENT
FINAL
FINAL DECREE
FINAL DEFAULT
FINAL JUDGEMENT
FINAL JUDGEMENT & ORDER
FINAL JUDGMENT & DECREE
FINAL ORDER
FINANCIAL STATEMENT 4-25 PGS
FINANCIAL STATEMENT 1-3 N/C
FINANCIAL STATEMENT 1-3 PAGES
FINANCIAL STATEMENT(OLD FORM)
FINANCIAL STATEMENTS 25+ PGS
FINDINGS OF FACT
FIRE CHIEF ASSN MINUTES
FIRELINE PIPELINE MAINTENANCE
FIRST ADDENDUM
FIRST AMEND ASSIGN OF LEASES
FIRST AMEND CLAIM OF LIEN
FIRST AMEND DEED OF TRUST
FIRST AMEND DEFAULT FINAL DECR
FIRST AMEND TO DECLAR
FIRST AMENDMENT
FIRST AMENDMENT TO CONDO
FIRST AMENDMENT TO MEMO N/C
FIRST AMENDMENT TO MORTGAGE
FIRST CLAIM OF LIEN
FIRST MORTGAGE
FIRST NATIONAL BANK OF SF
FIRST NOTICE OF DEFAULT
FIRST SUPPLEMENTAL DECLARATION
FORECLOSURE
FORM
FOURTH ADDENDUM
FOURTH AMENDMENT
FOURTH DEED OF TRUST
FOURTH MORTGAGE
FOURTH RESTATED AND AMENDED
FOURTH REVISED RULES AND REG
FRACTIONAL ASSIGN & ASSUMP
FULL RECONVEYENCE
GENEALOGY
GENERAL PARTNERSHIP AGREEMENT
GENERAL WARRANTY DEED
GIFT DEED
GIFT DEED (COUNTY N/C)
GODFREY APPRAISAL SERVICES

GRANT
GRANT AGREEMENT
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GRANT OF EASEMENT
GRANT OF GAS LINE
GRANT OF LIMITED EASEMENT
GRANT OF RESERVED ELEMENT
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GRANT OF RIGHT-OF-WAY
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HEALTH CARE DIRECTIVE
HEALTH POLICY & PLAN MINUTES
HEIGHT REST DECLARATION
HOA BOARD MEETING
HOLD HARMLESS AGREE
HOMEOWNERS ASSN. LIEN
HOMEOWNERS ASSOC HANDBOOK
HOMESTEAD AFFIDAVIT
HOP AGREEMENT
HOUSING AGREEMENT
HOUSING AGREEMENT (CHARGE)
HOUSING MINUTES
HOUSING RESOLUTION
HYDE PARK ESTATE CANCELLATION
HYDE PARK LIEN CANCELLATION
IDENTIFICATION TO SALE
INDEMNIFICATION
INDEMNITY BOND
INDENTURE
INDIGENT MINUTES
INDIGENT RESOLUTION
INGRESS & EGRESS EASEMENT
INHERITANCE DEED
INSTRUCTIONS
INSTRUMENT OF DISTRIBUTION
INSURANCE POLICY
INTERGOVERNMENTAL AGREEMENT
INTERSPOUSAL TRANSFER DEED
INVENTORY
INVESTMENT COMMITTEE MINUTES
INVOICE
IRREVOCABLE
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JOINT TENANCY DEED
JOINT VENTURE AGREEMENT
JUDGMENT
JUDGMENT AFFIDAVIT
JUDGMENT DOCKET
JUNIOR MORTGAGE
JUSTIFICATION OF SURETIES
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