

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
IN AND FOR VOLUSIA COUNTY, FLORIDA

JOEVON TREVOR GUNN

CASE NO. 2026 _____

Plaintiff,

v.

CITY OF DELAND, FLORIDA,
A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA AND
ALEXANDER MULLEN,

Defendants.

COMPLAINT TO QUIET TITLE

Plaintiff, JOEVON TREVOR GUNN, by and through his counsel
sues Defendants CITY OF DELAND, FLORIDA, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA AND ALEXANDER MULLEN, to quiet title to
real property and states:

1. The property subject to this proceeding is located in
West Volusia County, Florida and is legally described as:

LOT 19, BLOCK 8, BOND LUMBER CO'S SUBDIVISION OF BLOCKS 7,8,
15 AND 16, HOWRY'S MAP OF DELAND, ACCORDING TO THE MAP
THEREOF, AS RECORDED IN MAP BOOK 4, PAGE 68, OF THE PUBLIC
RECORDS OF VOLUSIA COUNTY FLORIDA

also described by the tax assessor as:

LOT 19 SUB BLK 8 HOWRYS ADD DELAND MB 4 PG 68 PER OR 4888 PG
0685 PER OR 5371 PG 1888 PER OR 5386 PGS [REDACTED] PER OR
5386 PG 2207 PER OR 5854 PG 1567 PER OR 6335 PG 3257 PER OR
6366 PG 2900 PER OR 7006 PG 3649 PER OR 7028 PG 1665 PER OR
7043 PG 0698 PER OR 7092 PGS [REDACTED] PER OR 7160 PG 2138
PER OR 7500 PG 1424 PER OR 8642 PG 1396

Street Address: 343 West Voorhis Ave, DeLand, FL 32720
Parcel ID: 701710080190

and collectively hereinafter the Property.

2. Plaintiff purchased the Property from Terrance Miler,
and deraigns title as follows:

a. Deed from Leah Cooper to Terrance Miler dated August 15,
2015, and recorded in Book 7160, Page 2138 of the Public
Records of Volusia County, Florida. A copy is attached as
"Exhibit A".

b. Deed from Terrance Miler to JOEVON TREVOR GUNN dated
December 11, 2024 and recorded in Book 8642, Page 1396 of

the Public Records of Volusia County, Florida. A copy is attached as **"Exhibit B"**.

3. The Volusia County Tax Assessor Property Record Card reflecting ownership in Plaintiff, among other things, is attached hereto as **"Exhibit C"**.

4. Plaintiff was a good faith purchaser for value of the Property and has been in possession of the Property since purchase.

5. In anticipation of selling the property, Plaintiff has recently obtained a Title Commitment issued by Old Republic National Title Insurance Company (Commitment). A copy is attached hereto as **"Exhibit D"**.

6. Schedule B-1 paragraph 7 of the commitment requires one to "Record a release or termination of the Affidavit of Notice of Interest in Real Estate in favor of Alexander Mullen, recorded on July 9, 2003, in Official Records Book 5110, Page 1248 [of the Public Records of Volusia County]". A copy of which is attached as **"Exhibit E"**.

A. The Affidavit of Notice of Interest in Real Estate more specifically titled "Affidavit and Memorandum of Agreement Concerning Real Estate" provides in part that the "closing of the purchase and sale of said real property, per the terms of the Agreement, is to take place on or before 7th day of August, 2003."

B. The alleged Agreement for Purchase and Sale was between Alexander Mullen and Betty Humphrey and Euralean Monroe. Betty Humphrey conveyed with a Warranty Deed on or about August 23, 2004 to Neil Martin Properties, Inc.

C. Alexander Mullen had one year to enforce the terms of a contract for sale and purchase from the stated closing date. His interest terminated as a matter of law and of record no later than August 7, 2004. See § 95.11, Fla. Stat. Ann. Limitations other than for the recovery of real property... (6) Within one year--(a) An action for specific performance of a contract. Furthermore, the contract could not be enforced more than 5 years for damages because such would entail a written agreement with a 5 year statute of limitations.

7. Schedule B-1 paragraph 8 of the Commitment requires one to:

Record a release or satisfaction of the code enforcement lien(s) in favor of City of Deland, Florida, recorded July 23, 2010 in Official Records Book 6497, Page 4658, Public Records of Volusia County, Florida.

Note: Documentation from the appropriate governmental agency must be furnished evidencing that the particular violation affecting the property described in Schedule "A" has been

removed or corrected and no longer constitutes a violation. If the code violation described in the code lien(s) has not been corrected, an exception must be made for the on-going violation described in the lien.

There is also a paper recorded in Book 6482, Page 1310, of the Public Records of Volusia County, Florida entitled "Order Imposing Fine /Lien" that appears to be from the same alleged violations.

Both recorded documents are attached as "**Exhibit F**" and Plaintiff alleges such are a cloud on his title.

A. The alleged "Order[s] Imposing Fine /Lien" are generally similar but they differ in that one claims to be signed on May 27, 2010 and the other claims to be signed on June 23, 2010. Furthermore, both uncertified copies claim a different date of the Special Magistrates Order: one says April 28, 2010 and the other says April 29, 2010.

B. Such alleged "Order[s] Imposing Fine /Lien" reference Section 162.08 and 162.09 Florida Statutes, presumably in support of its claim of lien.

C. § 162.08, Fla. Stat. Ann. Powers of enforcement boards is irrelevant to the recordation or effect of the alleged "Order[s] Imposing Fine /Lien" or whether or not such orders constitute a lien on Plaintiff's Property.

D. § 162.09, Fla. Stat. Ann. Administrative fines; costs of repair; liens does provide some useful guidance with specific requirements to obtain a lien. Specifically, section (3) provides in full:

A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien entered pursuant to this section. After 3 months from the filing of any such lien which remains unpaid, the enforcement board may authorize the local governing body attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this

part may be foreclosed on real property which is a homestead under s. 4, Art. X of the State Constitution. The money judgment provisions of this section shall not apply to real property or personal property which is covered under s. 4(a), Art. X of the State Constitution.

E. The first sentence is instructive and conclusive; there is no lien on Plaintiff's Property and there never has been. One need not go into statutory construction or any other explanation. A lien can only be created by following the statute that authorizes and creates its existence. In order to follow the statute to obtain the lien one must record in the public records **"A certified copy of an order imposing a fine"**. Emphasis added. To treat it differently eviscerates the statute and substitutes the judiciary for the legislature. Permitting non-compliance with the statute would constitute an unlawful taking of property and deprivation of constitutional rights under the United States Constitution and the Florida Constitution.

F. *Pers. Representative of Estate of Jacobson v. Attorneys' Title Ins. Fund, Inc.*, 685 So. 2d 19, 20 (Fla. 3d DCA 1996) provides in part:

In view of the county's facially apparent failure to notice or record the lien in compliance with the statute, we hold that it did not even substantially comply with the statutory requirements for obtaining a lien. See, e.g., *Mirror and Shower Door Prods., Inc. v. Seabridge, Inc.*, 621 So.2d 486, 487 (Fla. 4th DCA 1993) ("[O]nly immaterial errors and omissions in the form of the notice have been excused by the courts."). Consequently, there was never a valid lien in the first instance. Therefore, the title company was a mere volunteer in satisfying the purported lien.

G. The meaning of "certified copy" is universally understood to mean "[a] copy of a document or record, signed and certified as a true copy by the officer to whose custody the original is intrusted." See *Black's Law Dictionary Sixth Edition*.

Specific to Florida, Florida Probate Rule 5.015 under General Definitions provides in part:

(b) Specific Definitions. When used in these rules

(1) "certified copy" means a copy of a document signed and verified as a true copy by the officer to whose custody the original is entrusted;

Section 162.04 provides a Definitions section for ss.

██████████ but does not define "certified copy"; consequently one must use the ordinary and usual meaning.

8. Such alleged defects cast a cloud on Plaintiff's title but such claims are inferior to Plaintiff's interest and title.

WHEREFORE, Plaintiff respectfully requests that:

a. This Court find that the Property is free of any defect, encumbrance, claim, charge, indebtedness, or mortgage, related to Defendant Alexander Mullen or any of his assigns or successors in interest, and including but not limited to the matters referenced in: Affidavit of Notice of Interest in Real Estate in favor of Alexander Mullen, recorded on July 9, 2003, in Official Records Book 5110, Page 1248 [of the Public Records of Volusia County].

b. That Plaintiff's title to the Property is quieted as to Defendant, City of DeLand and its successors and including but not limited to the alleged code enforcement lien(s) in favor of City of DeLand, Florida, recorded July 23, 2010 in Official Records Book 6497, Page 4658, Public Records of Volusia County, Florida and the one recorded in Book 6482, Page 1310, of the Public Records of Volusia County, Florida entitled "Order Imposing Fine /Lien".

c. That the alleged particular violation affecting the property described herein has been removed or corrected and no longer constitutes a violation.

d. Title to the following described Property:

LOT 19, BLOCK 8, BOND LUMBER CO'S SUBDIVISION OF BLOCKS 7,8, 15 AND 16, HOWRY'S MAP OF DELAND, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 4, PAGE 68, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA

also described by the tax assessor as:

LOT 19 SUB BLK 8 HOWRYS ADD DELAND MB 4 PG 68 PER OR 4888 PG 0685
PER OR 5371 PG 1888 PER OR 5386 PGS [REDACTED] PER OR 5386 PG 2207
PER OR 5854 PG 1567 PER OR 6335 PG 3257 PER OR 6366 PG 2900 PER
OR 7006 PG 3649 PER OR 7028 PG 1665 PER OR 7043 PG 0698 PER OR
7092 PGS [REDACTED] PER OR 7160 PG 2138 PER OR 7500 PG 1424 PER OR
8642 PG 1396

Street Address: 343 West Voorhis Ave, DeLand, FL 32720
Parcel ID: 701710080190

is hereby quieted against the claims of The City of DeLand and Alexander Mullen in favor of Plaintiff.

e. That the court enter judgment removing the alleged cloud from the title to the land and forever quieting the title in Plaintiff and those claiming under Defendants since the commencement of the action and adjudging Plaintiff to have a good fee simple title to said land as against Defendants or the interest thereby cleared of cloud.

f. This Court award Plaintiff costs of this suit if any answer is filed which raises any defense, claim, or other matter which prevents a default being entered by the clerk.

Dated this 7 day of August, 2026.


Michael P. Nordman
Florida Bar No. 0629421
Taylor and Nordman, P.A.
112 North Florida Avenue
DeLand, Florida 32720
Tel: (386)734-2558
Fax: (386)734-4579
Primary Email: mnordman@delandlawyer.com
Secondary Email: cnorris@delandlawyer.com
Attorney for Plaintiff

\\Tnpaserver\tnpa\PDF\Old.TNEA Files\UNEW\BLQT\GunJovonn.wpd

This instrument prepared by:
Name:

Address:

Return to:

Address:

Property Appraisers Parcel Identification Number(s):
7017-10-08-0190
Grantee(s) S.S #'s:

09/09/2015 10:04 AM
Doc stamps .70
(Transfer Amt \$ 10)
Instrument# 2015-167596 # 1
Book: 7160
Page: 2138
Diane M. Matousek
Volusia County, Clerk of Court

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit-Claim Deed, Executed this 8th day of August 2015, by Leah Cooper, whose post office address is, 343 W. Voorhis Ave., DeLand, FL 32720, first part, to Terrance Miller, whose post office address is 431 Tiffany Lane, Lake Helen, FL 32744, second party:

(Wherever used herein the terms "first part" and "second part" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said first part, for and in consideration of the sum \$10.00, in hand paid by the said second part, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Volusia, State of Florida, to-wit:

Lot 19, Block 8, Bond Lumber Company's subdivision, of Blocks 7, 8, 15 and 16, Howry's Map of DeLand, according to the plat thereof, recorded in Map Book 4, Page 68, of the Public Records of Volusia County, Florida

Subject property is not the homestead of the first part, nor does it lie contiguous to the homestead property

To Have and to Hold, The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Charles A. Cusack III

Signature

Charles A. Cusack III

Printed Signature

James E. Cusack

Signature

James E. Cusack

Printed Signature

Leah Cooper

Leah Cooper

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8th day of August 2015 by Leah Cooper, who is personally known to me or who produced _____ as identification and who did/did not take an oath.

James E. Cusack

Notary Public

My Commission Expires:

[seal]

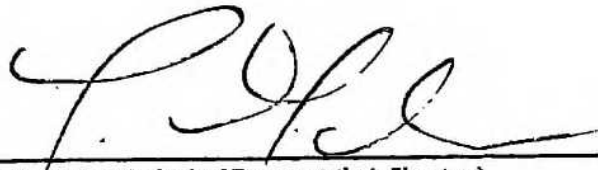


EXHIBIT A

))))))))

QUIT CLAIM DEED

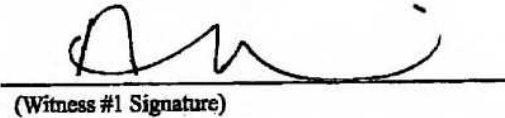
EXHIBIT B



(Grantor's or Authorized Representative's Signature)
Terrance Miler

(Grantee's or Authorized Representative's Signature)
Joevon Trevor Gunn

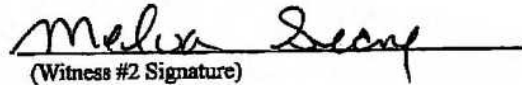
Signed in our presence:



(Witness #1 Signature)

Angel Roskowsky
(FIRST WITNESS NAME TYPED)

P.O. BOX 8043, DELAND, FL 32724



(Witness #2 Signature)

Melva Seary
(SECOND WITNESS NAME TYPED)

P.O. BOX 8043, DELAND, FL 32724

Grantee's Address:

Mr. Joevon Trevor Gunn
350 W New Hampshire Ave
Deland, Florida 32720

Grantor's Address:

Mr. Terrance Miler
1742 S Woodland Blvd Suite 222
Deland, Florida 32720

Mail Subsequent Tax Bills To:

STATE OF FLORIDA

COUNTY OF VOLUSIA

)
) SS.
)

The foregoing Quit Claim Deed was acknowledged before me on 12-11-24 by Mr. Terrance Miler, who is personally known to me or who has produced a valid driver's license and/ or passport as identification, and such individual(s) having executed aforementioned instrument of his/her/their free and voluntary act and deed. Physical Presence

IN WITNESS THEREOF, to this Quit Claim Deed, I set my hand and seal.

Signed, sealed and delivered in the presence of:

Melva Seary - Deputy clerk
(Signature of Notary)

Melva Seary
(Printed Notary Name) Volusia, Florida

My Commission expires: _____



DEPUTY CLERK
Per F.S. 695.03/92.50
Laura E Roth, Clerk
Volusia County, Florida



Volusia County Property Appraiser

123 W. Indiana Ave., Rm. 102

DeLand, FL. 32720

Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 2261501

GUNN JOEVON TREVOR

Parcel ID:

343 W VOORHIS AVE, DELAND, FL

Parcel Summary

Alternate Key:	2261501
Parcel ID:	
Township-Range-Section:	17 - 30 - 17
Subdivision-Block-Lot:	10 - 08 - 0190
Owner(s):	GUNN JOEVON TREVOR - FS - Fee Simple - 100%
Mailing Address On File:	350 W NEW HAMPSHIRE AVE DELAND FL 32720
Physical Address:	343 W VOORHIS AVE, DELAND 32720
Property Use:	0100 - SINGLE FAMILY
Tax District:	012-DELAND
2024 Final Millage Rate:	18.2289
Neighborhood:	1508
Subdivision Name:	BOND LUMBER CO BLK 8 HOWRYS ADD
Homestead Property:	No

EXHIBIT C

AltKey: 2261501

GUNN JOEVON TREVOR

Parcel ID: 701710080190

343 W VOORHIS AVE, DELAND, FL

Working Tax Roll Values by Taxing Authority

	Tax Authority	Just Value	Assessed	Ex/10cap	Taxable	Millage	Estimated
0017	CAPITAL IMPROVEMENT	\$173,745	\$173,745	\$0	\$173,745	1.5000	\$260.62
0012	DISCRETIONARY	\$173,745	\$173,745	\$0	\$173,745	0.7480	\$129.96
0011	REQ LOCAL EFFORT	\$173,745	\$173,745	\$0	\$173,745	3.0310	\$526.62
0050	GENERAL FUND	\$173,745	\$173,745	\$0	\$173,745	3.2007	\$556.11
0053	LAW ENFORCEMENT FUND	\$173,745	\$173,745	\$0	\$173,745	1.5994	\$277.89
0055	LIBRARY	\$173,745	\$173,745	\$0	\$173,745	0.3697	\$64.23
0058	VOLUSIA ECHO	\$173,745	\$173,745	\$0	\$173,745	0.2000	\$34.75
0057	VOLUSIA FOREVER	\$173,745	\$173,745	\$0	\$173,745	0.2000	\$34.75
0065	FLORIDA INLAND NAVIGATION DISTRICT	\$173,745	\$173,745	\$0	\$173,745	0.0270	\$4.69
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	\$173,745	\$173,745	\$0	\$173,745	0.1793	\$31.15
0070	WEST VOLUSIA HOSPITAL AUTHORITY	\$173,745	\$173,745	\$0	\$173,745	0.9897	\$171.96
0150	DELAND	\$173,745	\$173,745	\$0	\$173,745	6.1841	\$1,074.46
							18.2289
							\$3,167.18

Non-Ad Valorem Assessments

Project	Units	Rate	Total
			\$0.00

Estimated Ad Valorem Tax: \$3,167.18
Estimated Non-Ad Valorem Tax: \$0.00

Estimated Taxes: \$3,167.18
Estimated Tax Amount without SOH: \$3,167.18

AltKey: 2261501**GUNN JOEVON TREVOR****Parcel ID: 701710080190****343 W VOORHIS AVE, DELAND, FL****Previous Years Certified Tax Roll Values**

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	Exemptions	Taxable	HX Savings
2025	\$23,520	\$144,007	\$167,527	\$167,527	\$0	\$167,527	\$0
2024	\$23,520	\$140,697	\$164,217	\$113,148	\$0	\$113,148	\$0
2023	\$14,112	\$134,020	\$148,132	\$102,862	\$0	\$102,862	\$0
2022	\$14,112	\$122,754	\$136,866	\$93,511	\$0	\$93,511	\$0
2021	\$12,054	\$98,081	\$110,135	\$85,010	\$0	\$85,010	\$0
2020	\$11,760	\$91,923	\$103,683	\$77,282	\$0	\$77,282	\$0
2019	\$10,185	\$89,756	\$99,941	\$70,256	\$0	\$70,256	\$0
2018	\$4,947	\$63,034	\$67,981	\$63,869	\$0	\$63,869	\$0
2017	\$4,656	\$53,387	\$58,063	\$58,063	\$0	\$58,063	\$0

AltKey: 2261501

GUNN JOEVON TREVOR

Parcel ID: 701710080190

343 W VOORHIS AVE, DELAND, FL

Land Data

#	Land Use	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0101-IMP PVD THRU .49 ACF-FRONT FOOT					60	131	400	\$23,520

Total Land Value: \$23,520

AltKey: 2261501

GUNN JOEVON TREVOR

Parcel ID: 701710080190

343 W VOORHIS AVE, DELAND, FL

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	Depreciated Value
1	SHD-STORAGE, SHED (LOW COST)	2016	80	1	\$263

AltKey: 2261501**GUNN JOEVON TREVOR****Parcel ID: 701710080190****343 W VOORHIS AVE, DELAND, FL****Sales History**

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court. Follow this link to search all documents by owner's name.

Book/Page	Inst #	Sale Date	Deed Type	Q/U	V/I	Sale Price
8642 / 1396		12/10/2024	QC-QUIT CLAIM DEED	UNQUALIFIED	Improved	\$20,000
7500 / 1424		11/27/2017	DC-DEATH CERTIFICATE		Improved	\$100
7160 / 2138		08/08/2015	QC-QUIT CLAIM DEED	UNQUALIFIED	Improved	\$100
7092 / 3010		03/09/2015	QC-QUIT CLAIM DEED	UNQUALIFIED	Improved	\$100
7043 / 0698		10/15/2014	QC-QUIT CLAIM DEED	UNQUALIFIED	Improved	\$100
7028 / 1665		08/29/2014	QC-QUIT CLAIM DEED	UNQUALIFIED	Improved	\$100
7006 / 3649		07/02/2014	QC-QUIT CLAIM DEED	UNQUALIFIED	Improved	\$100
6366 / 2900		06/19/2009	QC-QUIT CLAIM DEED	MULTI-PARCEL	Improved	\$100
6335 / 3257		03/24/2009	QC-QUIT CLAIM DEED	UNQUALIFIED	Improved	\$9,000
5854 / 1567		06/16/2006	QC-QUIT CLAIM DEED	UNQUALIFIED	Improved	\$100
5386 / 2207		08/12/2004	WD-WARRANTY DEED	UNQUALIFIED	Improved	\$17,000
5386 / 2205		08/12/2004	WD-WARRANTY DEED	UNQUALIFIED	Improved	\$8,000
4888 / 0685		06/15/2002	CT-CERTIFICATE OF TITLE	UNQUALIFIED	Improved	\$100
4047 / 1095	1995159102	10/15/1995	WD-WARRANTY DEED	UNQUALIFIED	Improved	\$16,000
4044 / 2783		04/15/1995	PR-vcpa pr	UNQUALIFIED	Improved	\$100
3998 / 1715		04/15/1995	PR-vcpa pr	UNQUALIFIED	Improved	\$100
3918 / 0636		04/15/1994	PR-vcpa pr	UNQUALIFIED	Improved	\$100



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
WFG NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, WFG National Title Insurance Company, a South Carolina corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

WFG NATIONAL TITLE INSURANCE COMPANY
12909 SW 68th Pkwy. Suite 350, Portland, OR 97223



By: _____
President

By: _____
Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by WFG National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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EXHIBIT D



COMMITMENT CONDITIONS**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I – Requirements;
- f. Schedule B, Part II – Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I – Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. ARBITRATION

The Policy contains an arbitration clause as follows:

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).*
- c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First Choice Title of Florida, LLC

Issuing Office: 904 New York Avenue West

DeLand, FL 32720

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number: 2847838FL-A

Issuing Office File Number: Pre-2026-49

Property Address: 343 West Voorhis Avenue, DeLand, FL 32720

Revision Number:

SCHEDULE A

1. Commitment Date: June 25, 2026 at 8:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy with Florida Modifications

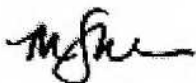
Proposed Insured:	to be determined
Proposed Amount of Insurance:	\$190,000.00
The estate or interest to be insured:	fee simple
3. The estate or interest in the Land at the Commitment Date is:
fee simple
4. The Title is, at the Commitment Date, vested in:
Joevon Trevor Gunn
5. The Land is described as follows:
Property description set forth in Exhibit A attached hereto and made a part hereof.

FIRST CHOICE TITLE OF FLORIDA, LLC

904 New York Avenue West, DeLand, FL 32720

Telephone: (386) 878-2930

Countersigned by:



Michelle "Missy" Elkins, License #W723321

First Choice Title of Florida, LLC, License #W719764

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SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Warranty Deed from Joevon Trevor Gunn to the Proposed Insured.

NOTE: If the property is homestead property, the spouse of said party must join in the execution of the deed. If the individual(s) in title are unmarried, then indicate this on the deed. If the property is not homestead, then a statement to that effect must be reflected on the deed.

6. The name(s) of the proposed insured under the policy must be furnished and this commitment is subject to such further exceptions and/or requirements as may then be deemed necessary.
7. Record a release or termination of the Affidavit of Notice of Interest in Real Estate in favor of Alexander Mullen, recorded on July 9, 2003 in Official Records Book 5110, Page 1248,

8. Record a release or satisfaction of the code enforcement lien(s) in favor of City of Deland, Florida, recorded July 23, 2010 in Official Records Book 6497, Page 4658, Public Records of Volusia County, Florida.

Note: Documentation from the appropriate governmental agency must be furnished evidencing that the particular violation affecting the property described in Schedule "A" has been removed or corrected and no longer constitutes a violation. If the code violation described in the code lien(s) has not been corrected, an exception must be made for the on-going violation described in the lien.

Note: If it is determined that the code lien(s) was eliminated in a foreclosure action, the insured buyer(s) must sign an acknowledgment confirming the buyer's understanding that the outstanding fines due for the code lien(s) are not being paid in this transaction.

9. Secure and record a release or satisfaction of the following Judgment(s)/Lien(s) in favor of State of Florida, the Plaintiff listed thereon, or in the event that it does not apply, record an affidavit from Joevon Trevor Gunn that he/she is not one and the same person as that person similarly named in the Judgment(s)/Lien(s) and/or proceeding recorded in Official Records Book 7452, Page 4415, Official Records Book 7452, Page 4664, Official Records Book 7452, Page 4856

Said affidavit should contain the legal description of the insured property and state sufficient facts that provide clear evidence that said judgment/lien is not the similarly named individual.

10. Secure and record a release or satisfaction of the following Judgment(s)/Lien(s) in favor of State of Florida, the Plaintiff listed thereon, or in the event that it does not apply, record an affidavit from Joevon Trevor Gunn that he/she is not one and the same person as that person similarly named in the Judgment(s)/Lien(s) and/or proceeding recorded in Official Records Book 7452, Page 4435, Official Records Book 7452, Page 4674, Official Records Book 7453, Page 3.

Said affidavit should contain the legal description of the insured property and state sufficient facts that provide clear evidence

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that said judgment/lien is not the similarly named individual.

11. Secure and record a release or satisfaction of the following Judgment(s)/Lien(s) in favor of State of Florida, the Plaintiff listed thereon, or in the event that it does not apply, record an affidavit from Joevon Trevor Gunn that he/she is not one and the same person as that person similarly named in the Judgment(s)/Lien(s) and/or proceeding recorded in Official Records Book 7452, Page 4477, Official Records Book 7542, Page 4669, Official Records Book 7452, Page 4897.

Said affidavit should contain the legal description of the insured property and state sufficient facts that provide clear evidence that said judgment/lien is not the similarly named individual.

12. Secure and record a release or satisfaction of the following Judgment(s)/Lien(s) in favor of State of Florida, the Plaintiff listed thereon, or in the event that it does not apply, record an affidavit from Joevon Trevor Gunn that he/she is not one and the same person as that person similarly named in the Judgment(s)/Lien(s) and/or proceeding recorded in Official Records Book 7799, Page 2613, Official Records Book 7799, Page 4600, Official Records Book 7800, Page 2498.

Said affidavit should contain the legal description of the insured property and state sufficient facts that provide clear evidence that said judgment/lien is not the similarly named individual.

13. Secure and record a release or satisfaction of the following Judgment(s)/Lien(s) in favor of State of Florida, the Plaintiff listed thereon, or in the event that it does not apply, record an affidavit from Joevon Trevor Gunn that he/she is not one and the same person as that person similarly named in the Judgment(s)/Lien(s) and/or proceeding recorded in Official Records Book 8856, Page 2366, Official Records Book 8856, Page 3043.

Said affidavit should contain the legal description of the insured property and state sufficient facts that provide clear evidence that said judgment/lien is not the similarly named individual.

14. Redemption of Tax Sale Certificate # 1504 for unpaid taxes for the year 2025.
15. Written evidence, from appropriate governmental authorities, that Special Taxing District, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, if any, have been paid.
16. A search of the public records reveals no open mortgage. Closer should confirm with owner that property is free and clear.

INFORMATIONAL NOTES - SCHEDULE B - PART I

(a) TAXES: 2025 Ad Valorem Taxes and Assessments in the amount of \$3,053.82 are showing as Delinquent
Tax Id/UPI No. [REDACTED]

(b) The recording information of vesting instruments affecting title of said Land(s) recorded within 24 months of the effective date of this report is/are as follows:

Quit Claim Deed

Grantee(s): Joevon Trevor Gunn

Grantor(s): Terrance Miler

Dated: December 11, 2024

Recorded Date: December 11, 2024

Recording No: (book) 8642 (page) 1396, of Official Records

We note the following conveyance documents:

Deed Type: Quit Claim Deed

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Grantors: Terrance Miler
Grantees: Joevon Trevor Gunn
Dated: December 11, 2024
Recorded Date: December 11, 2024
Consideration: \$140.00
Book: (book) 8642
Page: (page) 1396

Deed Type: Quit Claim Deed
Grantors: Leah Cooper
Grantees: Terrance Miler
Dated: August 8, 2015
Recorded Date: September 9, 2015
Consideration: \$0.70
Book: (book) 7160
Page: (page) 2138

Deed Type: Quit Claim Deed
Grantors: Melanie Maria Vazquez
Grantees: Leah Cooper
Dated: March 9, 2015
Recorded Date: March 11, 2015
Consideration: \$0.70
Book: (book) 7092
Page: (page) 3010

Deed Type: Quit Claim Deed
Grantors: Darryl Lynn Thomas
Grantees: Melanie Maria Vazquez
Dated: October 15, 2014
Recorded Date: October 15, 2014
Consideration: \$0.70
Book: (book) 7043
Page: (page) 698

Deed Type: Quit Claim Deed
Grantors: Timothy C. Cooper aka Tim Cooper
Grantees: Darryl Thomas
Dated: August 29, 2014
Recorded Date: September 4, 2014
Consideration: \$0.70
Book: (book) 7028
Page: (page) 1665

Deed Type: Quit Claim Deed
Grantors: Leah Cooper
Grantees: Tim Cooper
Dated: July 2, 2014
Recorded Date: July 3, 2014
Consideration: \$0.70
Book: (book) 7006
Page: (page) 3649

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Deed Type: Quit Claim Deed
Grantors: Timothy Cooper a/k/a Tim Cooper
Grantees: Leah Cooper
Instrument: 6366/2900
Dated: June 19, 2009
Recorded Date: June 22, 2009
Consideration: \$0.70
Book: (book) 6366
Page: (page) 2900

Deed Type: Quit Claim Deed
Grantors: Miranda L. Johnson
Grantees: Tim Cooper
Dated: March 24, 2009
Recorded Date: March 24, 2009
Consideration: \$63.00
Book: (book) 6335
Page: (page) 3257

Deed Type: Quit Claim Deed
Grantors: Donald L. Bowling
Grantees: Miranda L. Johnson
Dated: June 16, 2006
Recorded Date: June 16, 2006
Consideration: \$0.70
Book: (book) 5854
Page: (page) 1567

Deed Type: Warranty Deed
Grantors: Euralean H. Monroe
Grantees: Neil Martin Properties, Inc., a Corporation
Dated: August 12, 2004
Recorded Date: August 23, 2004
Consideration: \$56.00
Book: (book) 5386
Page: (page) 2205

Deed Type: Warranty Deed
Grantors: Betty Humphrey, Camille Hutto, Golda Humphrey, Gwandria Tilman
Grantees: Neil Martin Properties, Inc., a Corporation
Dated: August 12, 2004
Recorded Date: August 23, 2004
Consideration: \$0.70
Book: (book) 5386
Page: (page) 2206

Deed Type: Warranty Deed
Grantors: Neil Martin Properties, Inc., a Corporation
Grantees: Donald L. Bowling
Dated: August 12, 2004
Recorded Date: August 23, 2004

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Consideration: \$119.00
Book: (book) 5386
Page: (page) 2207

Deed Type: Order of Summary Administration
Grantors: Estate of Leon Humphrey a/k/a Leon N. Humphrey, deceased
Grantees: Betty Humphrey, Camille Hutto, Golda Humphrey, Gwandria Tilman
Dated: July 29, 2004
Recorded Date: July 29, 2004
Consideration: \$0.00
Book: (book) 5371
Page: (page) 1888

Deed Type: Certificate
Grantors: Clerk of the Circuit Court
Grantees: Euralean H. Monroe and Leon N. Humphrey
Dated: June 17, 2002
Recorded Date: July 1, 2002
Consideration: \$0.00
Book: (book) 4888
Page: (page) 685

Deed Type: Warranty Deed
Grantors: Euralean H. Monroe and Leon N. Humphrey, by Euralean H. Monroe, as his attorney-in-fact
Grantees: Wachme Properties, Inc., a Florida Corporation
Dated: October 12, 1995
Recorded Date: October 23, 1995
Consideration: \$112.00
Book: (book) 4047
Page: (page) 1095

Deed Type: Order of Summary Administration
Grantors: Estate of Laura Humphrey, deceased
Grantees: Euralean H. Monroe and Leon N. Humphrey
Dated: October 10, 1995
Recorded Date: October 12, 1995
Consideration: \$0.00
Book: (book) 4044
Page: (page) 2783

Deed Type: Order Determining Homestead
Grantors: Estate of Nealy Humphrey, deceased
Grantees: Laura Humphrey
Dated: April 28, 1994
Recorded Date: April 29, 1994
Consideration: \$0.00
Book: (book) 3918
Page: (page) 636

(c) The Company reserves the right to make additional requirements when additional facts are disclosed by the compliance of the requirements shown on Schedule B, Section 1 herein.

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(d) A search of the name(s) of the vestee(s) herein on the Office of Foreign Assets Control (OFAC) site disclosed: NO MATTERS FOUND

(e) Bankruptcy Search the name(s) of the vestee(s) herein revealed the following matter(s):
NO MATTERS FOUND

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SCHEDULE B, PART II – Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any rights, interests or claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. The term encroachment includes encroachments of existing improvements located on the land onto adjoining land, and encroachments on the land of existing improvements located on adjoining land.
5. Any lien, or right to a lien, for services, labor, materials or equipment in connection with improvements, repairs or renovations provided before, on, or after Date of Policy and not shown by the Public Records at Date of Policy.
6. Taxes and assessments for the year 2026 and subsequent years, which are not yet due and payable.
7. Any adverse ownership claim by right of sovereignty to any portion of the lands insured hereunder, including tidelands, submerged, filled and artificially exposed lands and lands accreted to such lands or dispute as to the boundaries purportedly caused by a change in the location of any water body within or adjacent to the land.
8. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges by any water, sewer or gas systems supplying the insured land.
9. Easements, restrictions, covenants and conditions as set forth in the Plat of Bond Lumber Co's Subdivision of Blocks 7,8,15 and 16, Howry's Map of Deland, recorded in Map Book 4, Page 68.

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EXHIBIT "A"

The Land referred to herein below is situated in the County of Volusia, State of Florida and is described as follows:

LOT 19, BLOCK 8, BOND LUMBER CO'S SUBDIVISION OF BLOCKS 7,8,15 AND 16, HOWRY'S MAP OF DELAND, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 4, PAGE 68, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

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**AFFIDAVIT AND MEMORANDUM OF
AGREEMENT CONCERNING REAL ESTATE**

State of Florida
County of Volusia

BEFORE ME, the undersigned authority, on this day personally appeared
Alexander Mullen, who being first duly sworn, deposes and says that:

1. An agreement for the Purchase and Sale of the real property described in the attached Exhibit "A" was entered into by and between the Affiant, as Buyer, and Betty Humphrey and Euralean Monroe, as Seller, on the 7th day of July, 2003

2. The closing of the purchase and sale of said real property, per the terms of the Agreement, is to take place on or before the 7th day of August, 2003

3. A copy of the agreement for purchase and sale of said real property may be obtained by contracting Alexander Mullen, whose mailing address is 2508 Academy Ave, and whose telephone number is (386) 789-0349, Deltona, FL 32738

Dated this 7th day of July, 2003

FURTHER AFFIANT SAYETH NOT.

Signed, sealed and delivered
in the presence of:

Christina M. Lagonegro
WITNESS CHRISTINA LAGONEGRO

Alexander Mullen
AFFIANT

Joy Wood
WITNESS JOY WOOD

Sworn to and described before me this 7th day of July, 2003
(Seal)



Christina M. Lagonegro
NOTARY PUBLIC STATE OF Florida
My commission expires _____

This instrument was prepared by:

EXHIBIT "A"
DESCRIPTION OF REAL PROPERTY

EXHIBIT E

07/09/2003 12:44 PM
Instrument# 2003-162267
Book: 5110
Page: 1248

Book: 5110
Page: 1249
Diane M. Natonsk
Volusia County, Clerk of Court.

DESCRIPTION OF REAL PROPERTY

Lot 19 Sub BLK 8 Howrys Add DeLand MB 4
PG 68 Per Or 4888 pg 0685

Address: 343 West Voorhis Ave.
DeLand, FL 32720

CODE ENFORCEMENT SPECIAL MAGISTRATE HEARING
CITY OF DELAND, FLORIDA

CITY OF DELAND, FLORIDA,
a political subdivision of the
State of Florida,

CITY OF DELAND, Petitioner,

vs.

CASE NO. 10-409

Leah Cooper

RE: 343 W. Voorhis DeLand FL

Respondent(s).

ORDER IMPOSING FINE/LIEN

THIS CAUSE came on for public hearing before the Special Magistrate on April 22, 2010, pursuant to the Special Magistrate's Order dated April 28, 2010 Said Order required the Respondent(s) to take certain corrective action on or before May 22, 2010.

The property was re-inspected on May 22nd, 2010, and continued to be in violation.

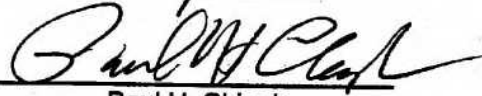
Based on the evidence presented, the Special Magistrate finds that Respondent's property was not in compliance with the above-mentioned Order. Accordingly, a fine of \$100.00 per day accrues beginning on May 23, 2010, and will continue to accrue against the property until it is brought into compliance, said property being located at 343 W. Voorhis, DeLand, Florida, more particularly described as:

LOT 19 SUB BLK 8 HOWRYS ADD DELAND MR 4 PG 68 PER OR 4888 PG
0685 PER OR 5371 PG 1888 PER OR 5386 PGS [REDACTED] PER OR 5

EXHIBIT F

This Order will be recorded immediately in the Public Records of Volusia County, Florida, and shall constitute a lien against the above-described property and upon any other real or personal property owned by Respondent(s), pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED this 27th day of May, 2010.

By: 
Paul H. Chipok
Special Magistrate
City of DeLand, Florida

I HEREBY CERTIFY that a true and correct copy of the foregoing Order Imposing Fine/Lien has been furnished to the Respondent(s) by certified mail this 28 day of May, 2010.


Code Enforcement Department

RETURN TO:
City of DeLand
Code Enforcement
120 South Florida Avenue
DeLand, FL 32720

CODE ENFORCEMENT SPECIAL MAGISTRATE HEARING
CITY OF DELAND, FLORIDA

CITY OF DELAND, FLORIDA,
a political subdivision of the
State of Florida,

CITY OF DELAND, Petitioner,

vs.

CASE NO. 10-409

Leah Cooper

RE: 343 W. Voorhis

Respondent(s).

ORDER IMPOSING FINE/LIEN

THIS CAUSE came on for public hearing before the Special Magistrate on April 22, 2010, pursuant to the Special Magistrate's Order dated April 29, 2010 Said Order required the Respondent(s) to take certain corrective action on or before May 22, 2010.

The property was re-inspected on May 22, 2010, and continued to be in violation.

Based on the evidence presented, the Special Magistrate finds that Respondent's property was not in compliance with the above-mentioned Order. Accordingly, a fine of \$100.00 per day accrues beginning on May 23, 2010, and will continue to accrue against the property until it is brought into compliance, said property being located at 343 W. Voorhis, DeLand, Florida, more particularly described as:

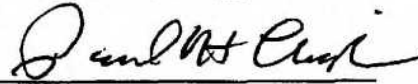
LOT 19 SUB BLK 8 HOWRYS ADD DELAND MR 4 PG 68 PER OR 4888 PG 00685 PER
OR 5371 PG 1888 PER OR 5386 PGS [REDACTED] PER OR 5

Page 2

This Order will be recorded immediately in the Public Records of Volusia County, Florida, and shall constitute a lien against the above-described property and upon any other real or personal property owned by Respondent(s), pursuant to Section 162.08 and 162.09, Florida Statutes.

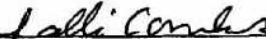
DONE AND ORDERED this 23rd day of June, 2010.

By:



Paul H. Chipok
Special Magistrate
City of DeLand, Florida

I HEREBY CERTIFY that a true and correct copy of the foregoing Order Imposing Fine/Lien has been furnished to the Respondent(s) by certified mail this 28 day of June, 2010.



Code Enforcement Department

RETURN TO:
City of DeLand
Code Enforcement
120 South Florida Avenue
DeLand, FL 32720