File No.:	105
Name (Previous Owner):	B. S. Noyes
Assessor's Parcel No.:	
Address of Property:	Callan Ave.
Year:	1929

When recorded
Return to
City of San Leandro
San Leandro, Calif.

199353
104087

Z 73367

COMPARED
BK. W. F. S.
DOC. J. J. S.

DEED

B. S. Noyes and
Agnes M. Noyes, his wife.

To

City of San Leandro,
a Municipal Corporation.

RECORDED at REQUEST OF
Alameda County Title Insurance Co.

At _____ min. past 9 A. M.

NOV - 9 1929

In Liber 2263 Page 10
Official Records of Alameda County, California

County Recorder

5

10. J.

D E E D

105

THIS INDENTURE, Made this eighteenth day of September, in the year of OUR LORD One Thousand Nine Hundred and Twenty Nine, Between B. S. NOYES and AGNES M. NOYES, his wife, of Oakland, Calif. the parties of the first part,

and CITY OF SAN LEANDRO, a Municipal Corporation, the party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of TWO THOUSAND DOLLARS ($2000.00) in Gold Coin of the United States of America, to them in hand paid by the party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to its successors and assigns forever. ~~for street and highway purposes.~~ B.S.N. A.M.N.

ALL that certain lot, piece or parcel of land, situate, lying and being in the City of San Leandro, County of Alameda, State of California, and bounded andnparticularly described as follows, to-wit:

Lot lettered "A", as said lot is delineated and so designated upon that certain map entitled "WHITTON MANOR", which said map was filed on the eleventh day of October, 1927 in Liber 7 of Maps, at Page 54, in the office of the County Recorder of the County of Alameda, State of California.

TOGETHER WITH ALL and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. And also all the estate, right, title, interest, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in or to the above described premises and every part or parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part, its successors and assigns forever, ~~for street and highway purposes~~. B.S.N. A.M.N.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

B. S. Noyes (SEAL)

Agnes M. Noyes (SEAL)

D E E D

THIS INDENTURE, Made this eighteen day of September, in the year of OUR LORD One Thousand Nine Hundred and Twenty Nine, Between B. S. MOYER and AGNES M. MOYER, his wife, of Oakland, Calif. the parties of the first part,

and CITY OF SAN LEANDRO, a Municipal Corporation, the party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of TWO THOUSAND DOLLARS ($2000.00) in Gold Coin of the United States of America, to them in hand paid by the party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to its successors and assigns forever, ~~for street and highway purposes~~

ALL that certain lot, piece or parcel of land, situate, lying and being in the City of San Leandro, County of Alameda, State of California, and bounded and more particularly described as follows, to-wit:

Lot lettered "A" on map Lot is delineated and so designated upon that certain map entitled "WILLITON MANOR" which said map was filed on the eleventh day of October, 1927 in Liber 7 of Maps, at Page 54, in the office of the County Recorder of the County of Alameda, State of California.

TOGETHER WITH ALL and singular the tenements and hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. And also all the estate, right, title, interest, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in or to the above described premises and every part or parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part, its successors and assigns forever, ~~for street and highway purposes~~.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

B. S. Moyer (SEAL)

Agnes M. Moyer (SEAL)

State of California
County of Alameda } ss.

On this Twenty-fifth day of September in the year One Thousand Nine Hundred and Twenty-nine before me, David W. Oliphant Jr. a Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared B. S. Hoyes, and Agnes M. Hoyes, his wife

known to me to be the person s described in and whose name s are subscribed to the within instrument,

and they acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

David W. Oliphant Jr. Notary Public
In and for said County of Alameda, State of California

GENERAL ACKNOWLEDGMENT
Hardy's Blank No. 411
Hardy's Bookstore Oakland California

2000.00

Number
199353 M
SL/172

ALAMEDA COUNTY TITLE INSURANCE COMPANY

ASSETS OVER $ 1,000,000.00
IN BUSINESS CONTINUOUSLY SINCE 1861

14TH AND FRANKLIN STREETS
OAKLAND, CALIFORNIA

Policy of Title Insurance

BY THIS POLICY OF TITLE INSURANCE the **ALAMEDA COUNTY TITLE INSURANCE COMPANY,** a corporation, herein called the Company, does hereby insure

CITY OF SAN LEANDRO, a Municipal Corporation,

herein called the Insured, against all loss or damage not exceeding the sum of

Two thousand and no/100 (2000.00)

Dollars, which the Insured shall sustain by reason of any incorrect statement in this Policy concerning the title to the real property hereinafter described, herein called the insured property; or by reason of any defect in, or lien or encumbrance upon, the title of the vestee to said property, excepting only such defects, liens or encumbrances and other matters to which said property is subject, as are hereinafter specified; subject to the exceptions and conditions herein contained.

This Policy shall and does expressly insure any Insured mortgagee, trustee or beneficiary against any defect or invalidity, existing at the time of the record thereof, in any mortgage or deed of trust to which said property is subject as herein set forth, in which said Insured shall have an interest, and shall and does expressly insure the priority as herein set forth of any such mortgage or deed of trust; subject always to the Exceptions and Conditions herein specified.

The Title to the insured property is vested in:

CITY OF SAN LEANDRO, a Municipal Corporation.

FREE OF ENCUMBRANCE

EXCEPT:

Second Installments of Taxes for 1929-30 which are now a lien and payable as follows:

State and County	$11.64	Bill #146865
City of San Leandro	$3.75	Bill #863

Note: A "Plat showing lands to be taken for and the district to be assessed to pay the expense of the opening and extending of Callan Avenue in the City of San Leandro, California", filed July 30, 1929 in Volume 18 of Maps, page 71, shows Lot A in Whitton Manor to be included in the lands to be so taken.

DESCRIPTION OF THE PROPERTY COVERED BY THIS POLICY OF INSURANCE.

All that lot of land situated in the City of San Leandro, County of Alameda, State of California, and described as follows, to-wit:

Lot Lettered "A", as said lot is delineated and so designated upon that certain map entitled, "Whitton Manor, San Leandro, Alameda County, California", filed in the office of the County Recorder of Alameda County, October 11, 1927 in Liber 7 of Maps, page 54.

POLICY DOES NOT INSURE AGAINST:

1. Instruments, trusts, liens, easements, roads or highways, encumbrances, or rights or claims of parties in possession of any portion of the insured property, not shown by any public record of the County, or City and County, or by the records of the Federal offices of the Division of the Federal District in which said property is situate.

2. The invalidity of tax sales, street assessments, leases, attachments, easements, declarations of homestead, building restrictions or money judgments mentioned as encumbrances in this policy.

3. Secret trusts, equities or defects in, or encumbrances upon, the title to the insured property known to the Insured, not disclosed to the Company in writing, or the invalidity in whole or in part of any mortgage or deed of trust by reason of the violation of the usury law.

4. Overlapping improvements, or any state of facts which a correct survey would show. City Zone or Set-Back Ordinance Restrictions.

5. Taxes of every character not yet payable.

6. Municipal taxes, or municipal and/or District proceedings for any public improvement, or any tax or assessment therefor unless otherwise herein specified, and then only when the amount of the assessment therefor has become fixed and shown as a lien at the date hereof, in the public office designated by law.

7. Mining claims and/or water rights and all matters relating thereto.

CONDITIONS OF THIS POLICY

1. The Company hereby insures a marketable title such as a court of competent jurisdiction would uphold in an action for specific performance.

2. The Company may and will, at its own expense, defend the Insured in all actions or proceedings founded on a record claim of title or encumbrance prior in date and time to this policy and thereby insured against.

3. In case any action or proceeding described in Paragraph 2 of these conditions is begun, or in case of the service of any paper or pleading, the object or effect of which shall or may be to impugn, attack, or call in question, the validity of the title hereby insured, as insured, or to raise any material question relating to a claim of encumbrance hereby insured against, or to cause any loss or damage for which the Company shall or may be liable under or by virtue of any of the terms or conditions of this Policy, the Insured shall at once notify the Company thereof in writing. In such cases, and in all cases where this Policy permits or requires the Company to prosecute or defend actions, the Insured shall secure to it the right and opportunity to maintain or defend the actions or proceeding, and all appeals from any determination therein, and to give it all reasonable aid therein, and permit it to use, at its option, the name of the Insured for such purpose. If such notice shall not be given to this Company within five days after the service of the summons in such action or proceeding, then this Policy shall be void; provided that no failure to give such notice shall effect the Company's liability if such failure has not prejudiced, and can not in the future, prejudice the Company; provided also that nothing contained herein shall be construed to avoid this Policy as to an insured mortgagee, trustee, or beneficiary in case of failure, other than the failure of such mortgagee, trustee, or beneficiary, to give notice as required by this paragraph.

4. No right of action shall accrue against the Company under this Policy until there has been a final determination by a court of competent jurisdiction adverse to the title as insured, unless such right of action shall be based upon a matter of record not noted herein as a defect, encumbrance, or exception to which the insured property is subject.

5. The Company will pay, in addition to any loss, all costs imposed on the Insured in litigation carried on by it for the Insured under the requirements of this policy, but in no case will it be liable for the fees of any counsel or attorney employed by the Insured. Any loss under this Policy shall be paid to the respective parties hereby insured as their interests may appear in the order of priority of their respective encumbrances upon or interests or estates in the insured property. The liability of the Company to any Insured under this Policy shall in no case exceed the amount of the pecuniary interest of such Insured in the insured property. In no case shall the total loss, including all costs, paid to all of the Insured exceed the amount of this Policy.

6. The Company reserves the option to settle any claim insured against by this Policy, or to pay this Policy in full; and the payment to the full amount of this Policy shall terminate all liability of the Company thereunder. All payments under this Policy shall reduce the amount of the insurance pro tanto. No payment or settlement can be demanded of the Company without producing this Policy for indorsement of the fact of such payment or settlement. If this Policy be lost, indemnity must be furnished to the satisfaction of the Company.

7. Whenever the Company shall have settled a claim under this Policy, it shall be entitled to all of the rights and remedies which the Insured would have against any other person or property in respect to such claim, had this Policy not been made, and the Insured will transfer or cause to be transferred to the Company such rights, and permit it to use the name of the Insured for the recovery or defense thereof. If the payment does not cover the loss of the Insured, this Company shall be subrogated to such rights, in the proportion which said payment bears to the amount of said loss not covered by said payment. And the Insured warrants that such right of subrogation shall vest in the Company unaffected by any act of the Insured.

8. The term "the Insured" includes (a) all persons claiming an estate or interest under the Insured by will or descent, including the community interest of the wife of the Insured; (b) each successor in interest of any Insured trustee or beneficiary named in any trust deed herein described; (c) each successor in interest of any Insured mortgagee named in any mortgage herein described; and (d) the purchaser at a mortgage or trust deed foreclosure sale, where the property sold is bought in by or for any Insured named in this Policy. No transfer of this Policy shall be valid unless the approval of the Company is endorsed hereon by its proper officers. Such approval may, in any case, be refused at the option of the Company, and all interest in this Policy (saving for damage accrued) shall cease by its transfer without such approval so endorsed.

9. Nothing contained in this Policy shall be construed as an insurance to any Insured herein named against claims, liens or encumbrances created or suffered by such Insured, nor as an insurance to anyone against defects, liens or encumbrances created subsequent to the date and time hereof.

IN TESTIMONY WHEREOF, **ALAMEDA COUNTY TITLE INSURANCE COMPANY,** has caused its corporate seal to be hereunto affixed, and these presents to be signed by two of its officers thereunto duly authorized this

9th day of November, 1929, at 9:00 o'clock, A. M.

Alameda County Title Insurance Company,

Countersigned

Assistant Secretary.

By ..... President.

LOS

O-501