

File No.:	106
Name (Previous Owner):	Charles H. Hale
Assessor's Parcel No.:	
Address of Property:	Callan Ave., extension
Year:	1929

City of San
Z 78353

193877

mail

*City of San Leandro
San Leandro
Cal.*

RECORDED at REQUEST OF
Alameda County Title Insurance Co.

At min. past 9 A. M.

NOV - 9 1929

In Liber 2234 Page 214
Official Records of Alameda County, California

County Recorder

Z 67826

COMPARED
BY G. A. B.
D. C. L. F. L.

INDEXED

COMPARED
BY L. F. L.
D. C. G. A. B.

DEED

XX

CHARLES H. HALE
MARINA A. HALE

~~to~~
CITY OF SAN LEANDRO

Dated, October, 1, 1929

RECORDED at REQUEST OF
Alameda County Title Insurance Co.

At min. past 9 A. M.

OCT 17 1929

In Liber 2211 Page 299
Official Records of Alameda County, California

County Recorder

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This Indenture, Made this 1st day of October, 1929, between CHARLES H. HALE and MARINA A. HALE, his wife, both of San Leandro, Alameda county, California, the parties of the first part, and CITY OF SAN LEANDRO, a city of the sixth class, organized under the general laws of the state of California relating to municipal corporations, the party of the second part,

Witnesseth: That the said parties of the first part, for and in consideration of the sum of FIFTEEN HUNDRED AND TEN DOLLARS, the receipt whereof is hereby acknowledged, do grant, bargain, sell, and convey unto the said party of the second part, and to its successors and assigns forever, all that land with the appurtenances situate in the city of San Leandro, county of Alameda, state of California, and particularly described as follows, to wit:

PARCEL ONE

BEGINNING at a point in the western line of the parcel of land described in the deed from Isabel M. Toffelmier and D. W. Toffelmier, her husband, to Charles H. Hale, dated July 10, 1911 and recorded in Liber 1955 of Deeds, page 102, where the same would be intersected by the prolongation easterly in a direct line of the northern line of Callan Avenue, as said avenue is shown on that certain map entitled, "Map of Huff Tract, San Leandro" etc., filed July 9, 1912 in the office of the County Recorder of Alameda county; and running thence South 19° 25' East along the western line of said parcel of land 56.75 feet; thence South 70° 35' West 6/10 of a foot; thence North 19° 25' West 56.75 feet; and thence North 70° 35' East 6/10 of a foot to the point of beginning.

Being a portion of that certain parcel of land marked "Reserved strip 0.60 foot wide" on the map of Huff Tract above referred to.

PARCEL TWO

Beginning at a point in the western line of the parcel of land described in the deed from Isabel M. Toffelmier and D. W. Toffelmier, her husband, to Charles H. Hale, dated July 10, 1911 and recorded in Liber 1955 of Deeds, page 102, where the same would be intersected by the prolongation easterly in a direct line of the northern line of Callan Avenue, as said avenue is shown on that certain Map entitled, "Map of Huff Tract, San Leandro" etc., filed July 9, 1912 in the office of the County Recorder of Alameda county; running thence North 70° 35' East 162.36 feet to the eastern line of the parcel of land described in the deed above referred to; thence South 19° 25' East 56.75 feet; thence South 70° 35' West 162.36 feet; and

Section 10. The Board of Directors of the Corporation shall have the right to make and alter the bylaws of the Corporation, subject to the power of the shareholders to change or repeal the same. The Board of Directors may also make and alter the bylaws of the Corporation, subject to the power of the shareholders to change or repeal the same.

ARTICLE 11

Section 1. The Board of Directors of the Corporation shall have the right to make and alter the bylaws of the Corporation, subject to the power of the shareholders to change or repeal the same. The Board of Directors may also make and alter the bylaws of the Corporation, subject to the power of the shareholders to change or repeal the same.

ARTICLE 12

Section 1. The Board of Directors of the Corporation shall have the right to make and alter the bylaws of the Corporation, subject to the power of the shareholders to change or repeal the same. The Board of Directors may also make and alter the bylaws of the Corporation, subject to the power of the shareholders to change or repeal the same.

DEED

..... thence North 19° 25' West 56.75 feet to point
of beginning.

106

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Charles H. Hale (SEAL)

Marina A. Hale (SEAL)

STATE OF CALIFORNIA)
(ss.
COUNTY OF ALAMEDA)

On this 1st day of October, in the year 1929, before me, A. M. CARDEN, a Notary Public in and for the county of Alameda, state of California, residing therein, duly commissioned and sworn, personally appeared CHARLES H. HALE and MARINA A. HALE known to me to be the persons described in and whose names 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, at my office in said county, the day and year in this certificate first above written.

A. M. Carden
Notary Public in and for the county
of Alameda, state of California.





of the Department of State, Washington, D.C.,
November 10, 1944

IN THIS CONNECTION THAT THE UNITED STATES
HAS ADVISED THAT IT HAS BEEN ADVISED THAT THE UNITED STATES
IN THE UNITED STATES, I HAVE RECEIVED THE UNITED STATES

THE UNITED STATES, AND THE UNITED STATES TO THE UNITED STATES
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THE UNITED STATES IN THE UNITED STATES AND THE UNITED STATES
ON THE 10TH DAY OF NOVEMBER, 1944, AT THE UNITED STATES, WASHINGTON, D.C.

DEPARTMENT OF STATE }
UNITED STATES OF AMERICA } ss:

[Handwritten signature]
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THE UNITED STATES
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THE UNITED STATES AND THE UNITED STATES
THE UNITED STATES AND THE UNITED STATES
THE UNITED STATES AND THE UNITED STATES

ALAMEDA COUNTY TITLE INSURANCE COMPANY

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

OFFICERS
JOHN MCCARTHY PRESIDENT
VICTOR H. METCALF VICE PRESIDENT
RICHARD H. MCCARTHY SECRETARY-TREASURER
HAROLD E. MCCARTHY ASSIST. SECRETARY

DIRECTORS
S. E. BIDDLE JOHN MCCARTHY
R. H. CROSS CHAS. L. MCFARLAND
FRANK J. EDOFF R. J. MCMULLEN
H. D. ERSKINE W. J. MORTIMER
JOHN F. HASSLER FRANK H. PROCTOR
W. F. KROLL F. F. PORTER
JOHN P. MAXWELL JOS. T. HINCH
VICTOR H. METCALF BENJ. R. AIKEN
W. E. WOOLSEY

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

Fifteen hundred ten and no/100 (1510.00)
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:

Taxes for 1929-1930 which are now a lien but not yet payable.

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:

Parcel 1: Beginning at a point in the Western line of the parcel of land described in the Deed from Isabel M. Toffelmier and D. W. Toffelmier, her husband, to Charles H. Hale, dated July 10, 1911 and recorded in Liber 1955 of Deeds, page 102, where the same would be intersected by the prolongation Easterly in a direct line of the Northern line of Callan Avenue, as said Avenue is shown on that certain Map entitled, "Map of Huff Tract, San Leandro" etc., filed July 9, 1912 in the Office of the County Recorder of Alameda County; and running thence South $19^{\circ} 25'$ East along the Western line of said parcel of land 56.75 feet; thence South $70^{\circ} 35'$ West $6/10$ of a foot; thence North $19^{\circ} 25'$ West 56.75 feet; and thence North $70^{\circ} 35'$ East $6/10$ of a foot to the point of beginning.

Being a portion of that certain parcel of land marked "Reserved strip 0.60 foot wide" on the Map of Huff Tract above referred to.

Parcel 2: Beginning at a point in the Western line of the parcel of land described in the Deed from Isabel M. Toffelmier and D. W. Toffelmier, her husband, to Charles H. Hale dated July 10, 1911 and recorded in Liber 1955 of Deeds, page 102, where the same would be intersected by the prolongation Easterly in a direct line of the Northern line of Callan Avenue, as said Avenue is shown on that certain Map entitled, "Map of Huff Tract, San Leandro", etc., filed July 9, 1912 in the Office of the County Recorder of Alameda County; running thence North $70^{\circ} 35'$ East 162.36 feet to the Eastern line of the parcel of land described in the Deed above referred to; thence South $19^{\circ} 25'$ East 56.75 feet; thence South $70^{\circ} 35'$ West 162.36 feet; and thence North $19^{\circ} 25'$ West 56.75 feet to point of beginning.

THIS 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

17th day of October, 1929, at 9:00 o'clock, A. M.

Alameda County Title Insurance Company,

Countersigned


Assistant Secretary.

By  President.

Handwritten signature or scribble at the top left of the page.

Handwritten signature or scribble at the top center of the page.



Handwritten text or stamp in the center of the page, possibly a date or reference number.

Main body of handwritten text, appearing as a list or series of entries, though the text is mostly illegible due to fading and bleed-through.

Second main body of handwritten text, continuing the list or entries from the previous section.

CONDITIONS OF EMPLOYMENT

Final section of handwritten text, likely detailing the terms and conditions of employment.

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