File No.:	148
Name (Previous Owner):	Minnie L. Noyes
Assessor's Parcel No.:	
Address of Property:	Callan Ave., extension
Year:	1936

EXECUTION O. K.
DESCRIPTION O. K.

Deed

O.T.

This Indenture, Made this 4th day of August, 19 36

Between MINNIE L. NOYES

the party of the first part, and

CITY OF SAN LEANDRO, a municipal corporation,
the party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of TEN DOLLARS, the receipt whereof is hereby acknowledged, does grant, bargain, sell and convey unto said party of the second part, and to its successors ~~xxheirs~~ 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:

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LOTS Numbered 10, 11 and 12, as said Lots are delineated and so designated upon that certain Map entitled, "Whitton Manor, San Leandro, Alameda County, California", filed October 11, 1927 in Book 7 of Maps, at page 54, in the office of the County Recorder of Alameda County.

Subject to taxes.

To have and to hold all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its successors ~~heirs~~ and assigns forever.

In Witness Whereof, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Minnie L. Noyes

State of California, }
County of ~~Alameda~~ Solano } ss.

On this 5th day of August in the year, A. D. Nineteen Hundred and Thirty Six, before me, G. C. Linn a Notary Public in and for said County of ~~Alameda~~ Solano, State of California, duly commissioned and sworn, personally appeared Minnie L. Noyes

known to me to be the person described in and who executed and whose name is subscribed to the within instrument and she acknowledged to me that she executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in the said County, the day and year first above written.

Notary Public in and for the County of ~~Alameda~~ Solano, State of California.

GC 42629

Deed

INDEXED

COMPARED DOC BK MAP TURNER

Minnie L. Noyes

TO

City of San Leandro

Dated August 4, 1936

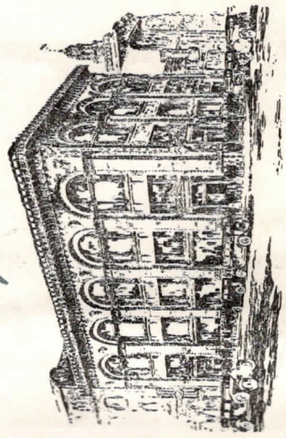
RECORDED at REQUEST OF Oakland Title Insurance and Guaranty Company Mic. Past 9 A. M. AUG 14 1936 In Liber 3364 Page 245 Official Records of Alameda County, California

Colony Recorder

Oakland Title Insurance and Guaranty Company
TITLE INSURANCE BUILDING
15TH AND FRANKLIN STREETS
OAKLAND, CALIFORNIA

When Recorded Return to

Grant P. Chilton
City Manager
San Leandro
California



TITLE INSURANCE BUILDING

252317
10

Oakland Title Insurance and Guaranty Company
TITLE INSURANCE BUILDING
15TH AND FRANKLIN STREETS
OAKLAND, CALIFORNIA

8-14-36

AA

No. 252317 SL-136-a, 137-a & 137-b

Amount $ 5950.00

Oakland Title Insurance and Guaranty Company

ASSETS OVER $ 1,800,000.00

TITLE INSURANCE BUILDING
15TH AND FRANKLIN STREETS

PHONE GLENCOURT 8300

OAKLAND, CALIFORNIA

Title Insurance Policy

Oakland Title Insurance & Guaranty Company

a corporation of California,

herein called the Company, for a valuable consideration, paid for this Policy of Title Insurance,

DOES HEREBY INSURE

CITY OF SAN LEANDRO

together with any other person or corporation included in the term Insured as defined in this Policy, against all loss or damage not exceeding FIFTY-NINE HUNDRED FIFTY AND NO/100 ($5950.00) dollars, which any Insured shall sustain

by reason of title to the land described in SCHEDULE C being vested at the date hereof otherwise than as stated in SCHEDULE A,

or by reason of unmarketability of the title of any vestee to or in said land on account of defects, liens, encumbrances and other matters not shown in SCHEDULE B,

or by reason of any defect in, or lien or encumbrance on said title, at the date hereof, OTHER THAN *defects, liens, encumbrances and other matters shown in* SCHEDULE B,

or by reason of any defect in the execution, insofar as it affects the lien or charge upon said land, of any mortgage or deed of trust securing an indebtedness the owner of which is insured by this Policy,

or by reason of priority thereto of any lien or encumbrance at the date hereof except as shown in SCHEDULE B,

all subject, however, to the exceptions and conditions hereto annexed, which exceptions and conditions, together with SCHEDULES A, B and C are hereby made a part of this Policy.

SCHEDULE A

On August 14, 1936 at 9:00 o'clock, a. m., the title to the insured property is vested in:

CITY OF SAN LEANDRO

(a Municipal corporation)

SCHEDULE B

Defects, liens, encumbrances and other matters to which said land is subject in the order of priority shown:

(1st) COUNTY OF ALAMEDA AND CITY OF SAN LEANDRO TAXES for the fiscal year 1936-37 (including any personal property taxes) are now a lien, but are not yet determined as to amount.

SALES for City of San Leandro Taxes for the fiscal year 1933-34 to the City of San Leandro. Amount of Sales $24.40. Sale Nos. 98, 99, 100 and 101. (Affects Parcel Numbered 2.)

SALES for City of San Leandro Taxes for the fiscal year 1934-35 to the City of San Leandro. Amount of Sales $22.32. Sale Nos. 98, 99, 100 and 101. (Affects Parcel Numbered 2.)

SALES for City of San Leandro Taxes for the fiscal year 1935-36 to the City of San Leandro. Amount of Sales $18.32. Sale Nos. 64, 65, 66 and 67. (Affects Parcel Numbered 2.)

(Amount necessary to effect redemption from tax sales not reported.)

(2nd) EASEMENTS for water course over any portions of the property hereinafter described which lie within San Leandro Creek.

252317

SCHEDULE C.

The land referred to in this Policy is described as follows:

ALL those certain lots, pieces or parcels of land situate, lying and being in the City of San Leandro, County of Alameda, State of California, described as follows:

PARCEL 1: BEGINNING at a point on the Northern line of Callan Avenue, distant thereon Six Hundred Six and 60/100 feet Easterly from the point of intersection thereof with the Eastern line of Huff Avenue, as said Avenues are shown on the Map hereinafter referred to; running thence Easterly on and along said Northern line of Callan Avenue Ten feet to the Southeastern corner of Lot Numbered 18 in Block Numbered 2, as said Lot and Block are shown on the Map hereinafter referred to; thence Northerly on and along the Eastern line of said Lot Numbered 18, Two Hundred and Twenty-eight and 15/100 feet to the Northeastern corner of said Lot Numbered 18; thence Southwesterly on and along the Northern boundary line of said Lot Numbered 18, Fifty and 24/100 feet to the Northwestern corner of said Lot Numbered 18; thence Southerly on and along the Western boundary line of said Lot Numbered 18 One Hundred Nine and 87/100 feet; thence Easterly and parallel with the said Northern line of said Callan Avenue Forty feet; thence Southerly One Hundred feet to the point of beginning.

BEING a portion of Lot Numbered 18 in Block Numbered 2, as said Lot and Block are delineated and so designated upon that certain Map entitled, "Map of Huff Tract, San Leandro, Alameda County" etc., filed July 9, 1912 in Book 27 of Maps, at page 4, in the Office of the County Recorder of Alameda County.

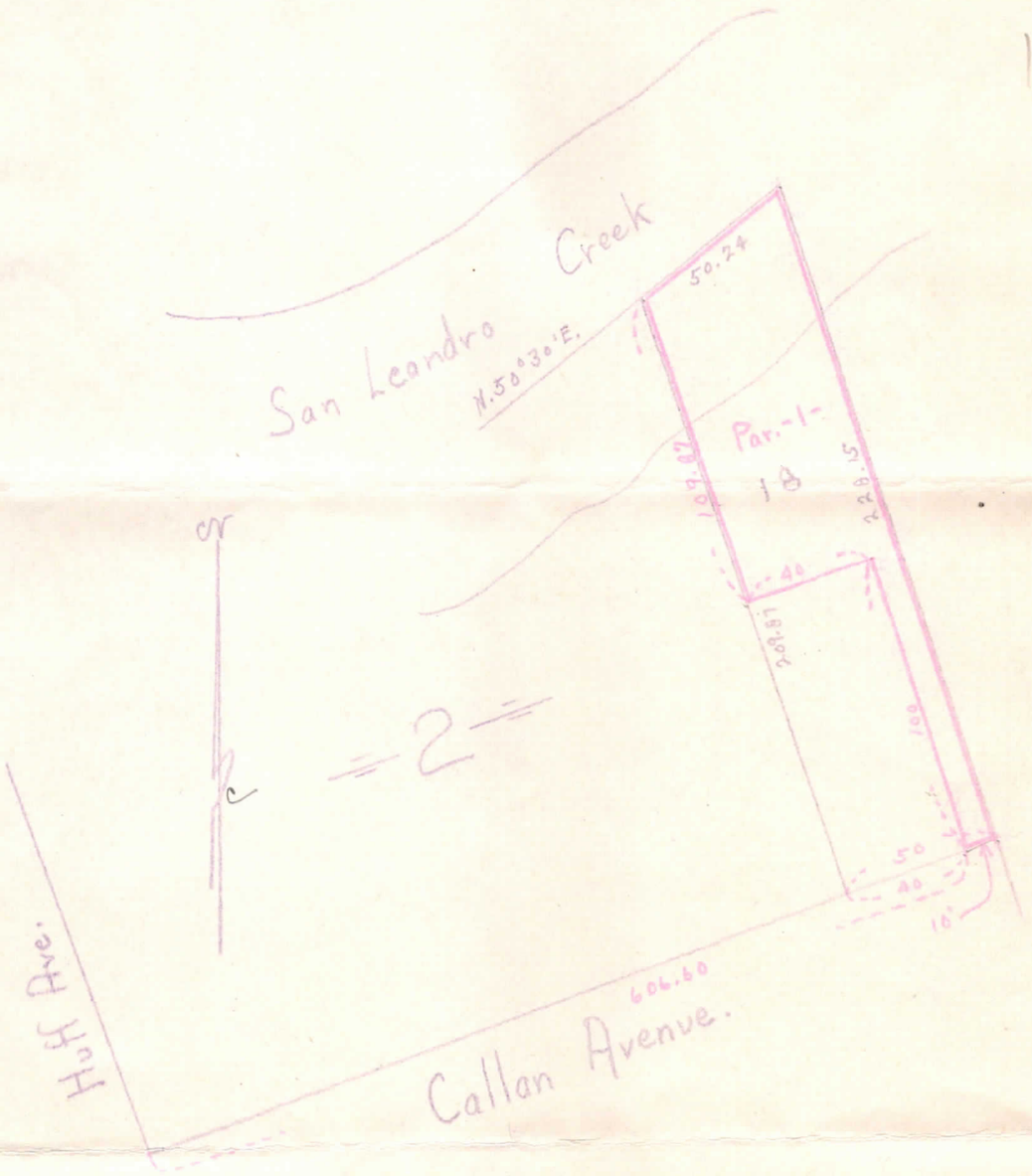
PARCEL 2: LOTS Numbered 10, 11, 12 and 13, as said Lots are delineated and so designated upon that certain Map entitled, "Whitton Manor, San Leandro, Alameda County, California", filed October 11, 1927 in Book 7 of Maps, at page 54, in the Office of the County Recorder of Alameda County.

PARCEL 3: BEGINNING at the point of intersection of the direct extension Easterly of the Northern line of Callan Avenue with the Eastern boundary line of Lot Numbered 18, in Block Numbered 2, as said Avenue, Lot and Block are delineated and so designated upon that certain Map entitled, "Map of Huff Tract, San Leandro, Alameda County", filed July 9, 1912 in Book 27 of Maps, at page 4, in the Office of the County Recorder of Alameda County; running thence North 70° 35' East along the direct extension of said line of Callan Avenue One Hundred Sixty-two and 52/100 feet to the Western boundary line of "Whitton Manor" as said last named boundary line is shown on that certain Map entitled, "Whitton Manor, San Leandro, Alameda County, California", filed October 11, 1927 in Book 7 of Maps, at page 54, in the Office of the County Recorder of Alameda County; thence North 19° 25' West along the last named boundary line One Hundred Sixty feet to the most Southern corner of Lot Numbered 14, as said Lot is shown on said Map of "Whitton Manor"; thence South 70° 35' West along the direct extension Southwesterly of the Southeastern boundary line of said Lot Numbered 14, Ten feet; thence North 19° 25' West One Hundred Sixty-two and 51/100 feet to the center line of San Leandro Creek; thence South 42° 30' West along the last named line One Hundred Seventy-two and 68/100 feet to the Eastern boundary line of said Lot Numbered 18; thence South 19° 25' East Two Hundred Twenty-eight and 15/100 feet to the point of beginning.

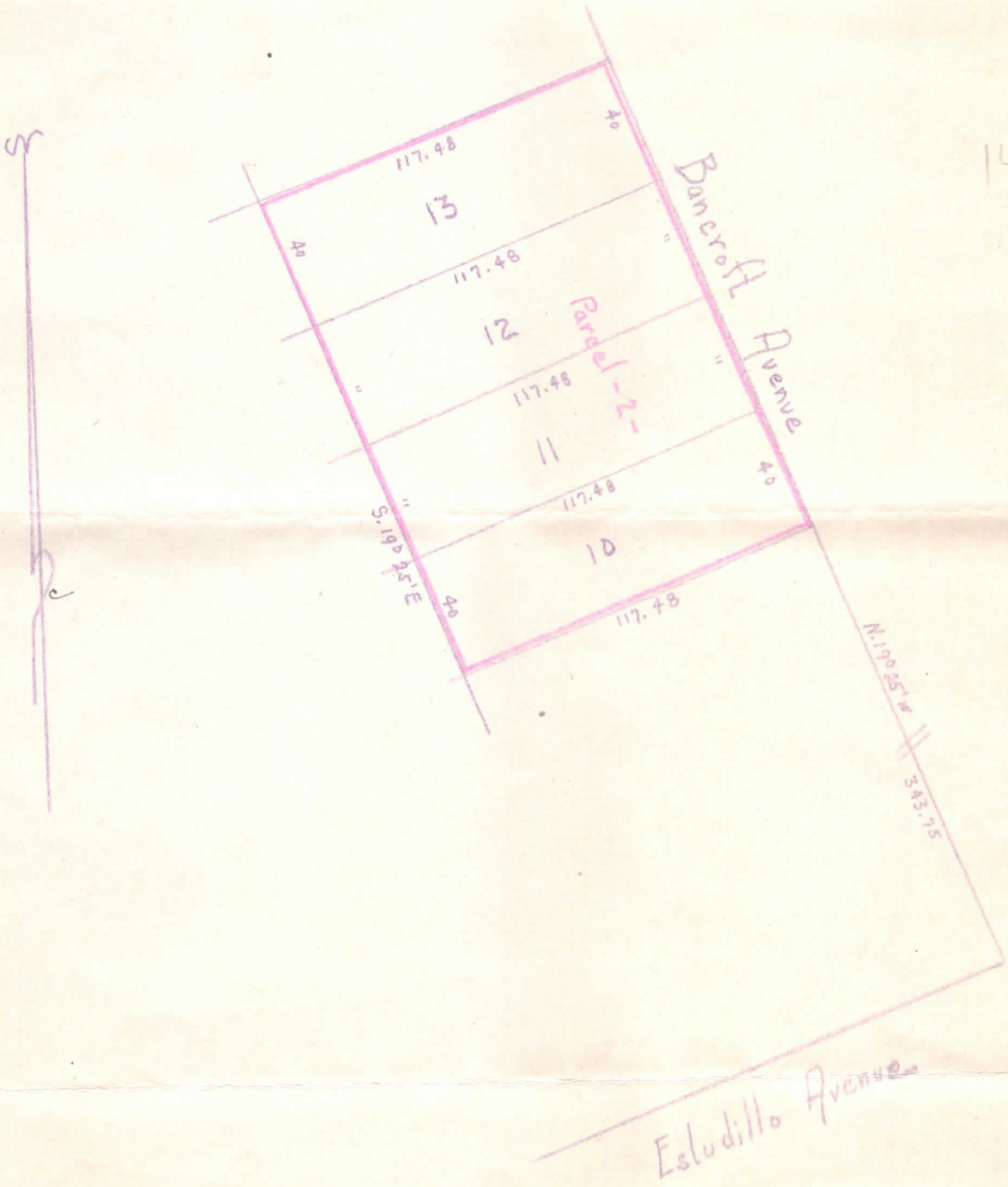
BEING a portion of that certain 2.352 Acre tract of land conveyed by John Muntz to David Young by Deed dated December 30, 1889 and recorded December 30, 1889 in Book 389 of Deeds, at page 310, Alameda County Records.

66.60
250
300
60
6 1 b.

148



This diagram is delineated from the records in the office of the County Recorder of the County in which the property herein concerned is situated, and is not a part of this policy. The location of said property, and of the boundary lines thereof and the monuments referred to therein, should be determined by a survey, if deemed necessary by the insured.



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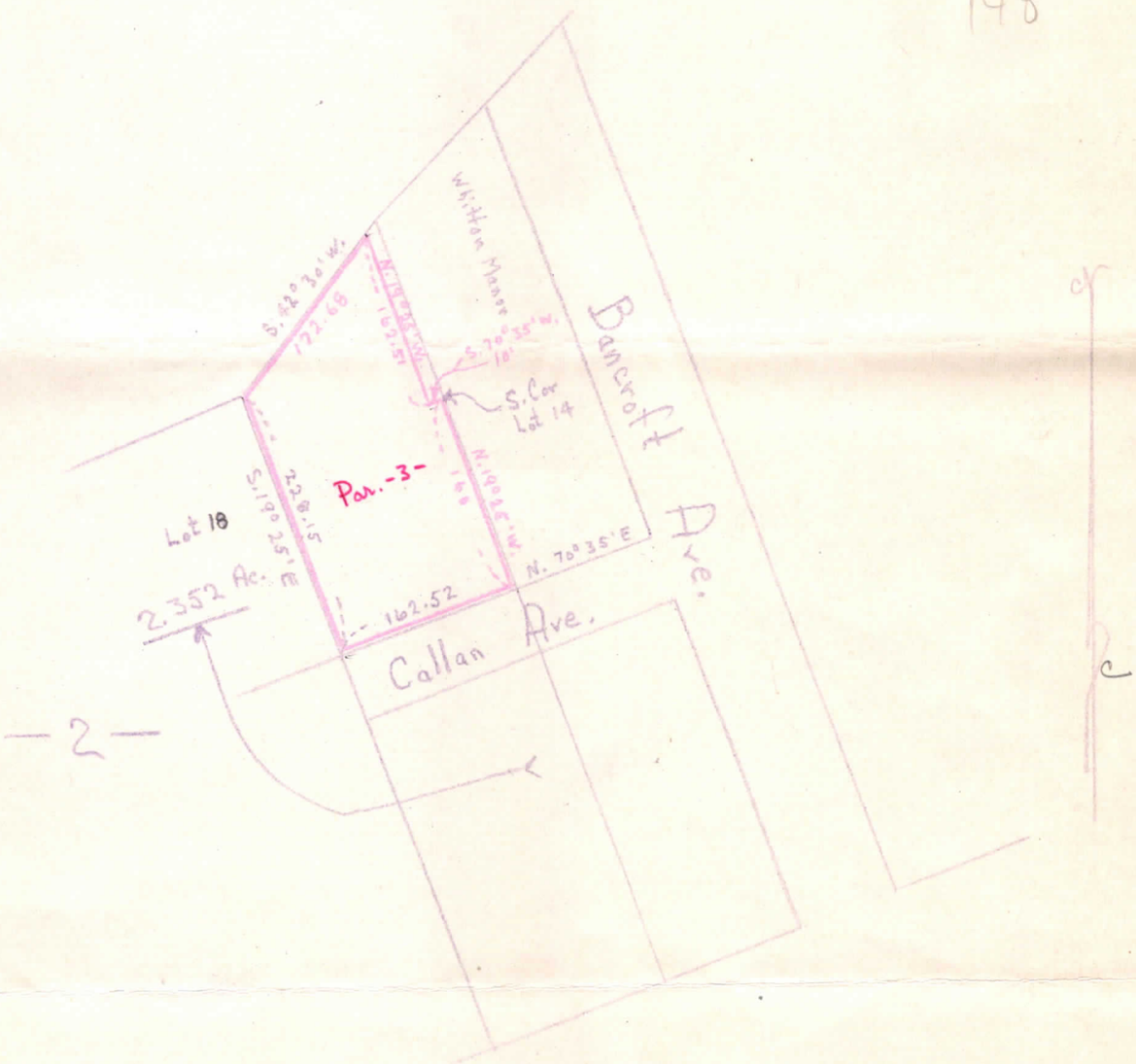
148



This diagram is delineated from the records in the office of the County Recorder of the County in which the property herein concerned is situated, and is not a part of this policy. The location of said property, and of the boundary lines thereof and the monuments referred to therein, should be determined by a survey, if deemed necessary by the insured.

EXCEPTIONS

The Company does not, by this Policy, insure against:

1. Any facts which a correct survey and inspection of said land would show; rights or claims of parties in possession of any part of said land; easements, liens or encumbrances which are not shown by the official records of (a) any County in which said land is located; (b) the Federal Offices of the Federal District in which said land is located; (c) any City in which, or adjacent to which, said land is located.

2. Assessments, taxes or obligations levied or created for any public or district improvement or purpose, unless at the date hereof the amount of such assessment, tax or obligation has been fixed, is payable and is shown as a lien by the official records of (a) any County in which said land is located; or (b) any City in which said land is located.

3. Proceedings for municipal improvement, which, at the date hereof, are shown by the official records of any such city, but have not resulted in imposition of a lien upon, or establishment of an easement over, or adjudication of the right to a public use of, said land or any part thereof.

4. Action by any governmental agency for the purpose of regulating occupancy or use of said land or any building or structure thereon.

CONDITIONS

1. The term "the Insured" includes all named as insured on the first page of this Policy and as to each insured owner of an indebtedness secured by mortgage or deed of trust shown in Schedule B, each successor in ownership of such indebtedness and any owner thereof, who acquires said land, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof; and as to each other named Insured, if a person, any person or corporation deriving an estate or interest in said land as heir or devisee of such person, or if a corporation, any person or corporation deriving an estate or interest in said land by dissolution, merger or consolidation. Any rights or defenses of the Company against any of those specifically named as insured on the first page of this Policy shall be equally available against any person or corporation succeeding to the rights of such named insured.

2. The Company at its own cost shall defend the Insured in all actions or proceedings commenced against the Insured founded upon a defect, lien or encumbrance insured against by this Policy and may pursue such litigation to final determination in the court of last resort. In case any such action or proceeding shall be begun, or in case knowledge shall come to any Insured of any claim of title or interest adverse to the title as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this Policy, such Insured shall at once notify the Company thereof in writing. If such notice shall not be given to the Company at least five days before the appearance day in any such action or proceeding, or if such Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against or any such adverse claim which shall come to the knowledge of such Insured, in respect to which loss or damage is apprehended, then all liability of the Company as to each Insured having such notice in regard to the subject of such action, proceeding or claim shall cease and terminate, provided, however, that failure to so notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure. The Company shall have the right to institute and prosecute any action or proceeding or do any other act which, in its opinion, may be necessary or desirable to establish the title, or any insured lien or charge, as insured. In all cases where this Policy permits or requires the Company to prosecute or defend any action or proceeding, the Insured shall secure to it the right to so prosecute or defend such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall assist the Company in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses and/or in prosecuting or defending such action or proceeding to such extent and in such manner as is deemed desirable by the Company. The word "knowledge" in this paragraph means actual knowledge and does not refer to constructive knowledge or notice which may be imputed to the Insured by reason of any public record or otherwise.

3. The Company reserves the option to pay, settle or compromise for or in the name of the Insured, any claim insured against or to pay this Policy in full, and payment or tender of payment of the full amount of this Policy together with all costs which the Company is obligated hereunder to pay shall terminate all liability of the Company hereunder.

4. Whenever the Company shall have settled a claim under this Policy, it shall be subrogated to and be entitled to all rights, securities and remedies which the Insured would have had against any person or property in respect to such claim, had this Policy not been issued, and the Insured shall transfer or cause to be transferred to the Company such rights, securities and remedies, and permit it to use the name of the Insured for the recovery, retention or defense thereof. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights, securities and remedies in the proportion which said payment bears to the amount of said loss.

5. The Company has the right and option, in case any loss is claimed under this Policy by an Insured owner of an indebtedness secured by mortgage or deed of trust, to pay such Insured the entire indebtedness of the mortgagor or trustor under said mortgage or deed of trust, together with all costs which the Company is obligated hereunder to pay, in which case the Company shall become the owner of, and such Insured shall at once assign and transfer to the Company said mortgage or deed of trust and the indebtedness thereby secured and such payment shall terminate all liability under this Policy to such Insured.

6. A statement in writing of any loss or damage for which it is claimed the Company is liable under this Policy shall be furnished to the Company within sixty days after such loss or damage shall have been ascertained. No action or proceeding for the recovery of any such loss or damage shall be instituted or maintained until after full compliance by the Insured with all the conditions imposed on the Insured by this Policy nor unless commenced within twelve months after receipt by the Company of such written statement.

7. The Company will pay, in addition to any loss insured against by this Policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and in litigation carried on by the Insured with the written authorization of the Company but not otherwise. The Company will not be liable for loss or damage by reason of defects, claims or encumbrances created subsequent to the date hereof or resulting in no pecuniary loss to the Insured, or for defects, claims or encumbrances created or suffered by the Insured claiming such loss or damage, or by reason of defects, claims or encumbrances existing at the date of this Policy which were then known to the Insured claiming such loss or damage, or to any agent of such Insured, but were not at that date shown by the official records referred to in the "Exceptions" of this Policy, unless such defects, claims or encumbrances were prior to the date of this Policy brought to the actual notice of the Company by an instrument in writing signed by the Insured and were not shown in "Schedule B." The liability of the Company under this Policy shall in no case exceed in all the actual loss of the Insured resulting from a condition of title contrary to that as hereby insured or from a defect in the lien or charge upon the insured land of any insured mortgage or deed of trust and costs which the Company is obligated hereunder to pay and in no case shall such total liability exceed the amount of this Policy and said costs. All payments under this Policy shall reduce the amount of the insurance pro tanto and payment of loss or damage to an Insured owner of indebtedness shall reduce to that extent the liability of the Company to the Insured owner of said land. No payment can be demanded by any Insured without producing this Policy for indorsement of such payment.

8. Loss under this Policy shall be payable, first, to any Insured owner of indebtedness secured by mortgage or deed of trust shown in Schedule B, in the order of priority therein shown, and if such ownership vests in more than one, payment shall be made ratably as their respective interests may appear, and thereafter, or if there be no such Insured owner of indebtedness, any loss shall be payable to the other Insured, ratably as their respective interests may appear.

9. No provision or condition of this Policy can be waived or changed except by writing indorsed hereon or attached hereto signed by the President, a Vice-President, the Secretary or an Assistant Secretary of the Company.

IN WITNESS WHEREOF, Oakland Title Insurance and Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and hour set forth in Schedule A hereof.

OAKLAND TITLE INSURANCE AND GUARANTY COMPANY

By Benj. J. O'Leary

Its Vice-President.

And by N. R. Steinbach

Its ~~Assistant~~ Secretary.

Oakland Title Insurance and Guaranty Company

15th and Franklin Sts., Oakland, Calif.

ASSOCIATED OFFICES

San Francisco
California Pacific Title & Trust Co.
148 Montgomery Street

Contra Costa County
Richmond-Martinez Abstract & Title Co.
Escobar and Las Juntas Sts., Martinez

Marin County
San Rafael Land Title Company
581 Fourth Street, San Rafael

Monterey County
Monterey County Title and Abstract Co.
16 West Gabilan St., Salinas

Sacramento County
Capital City Title Company
914 Seventh St., Sacramento

Santa Clara County
California Pacific Title & Trust Company
66 North First St., San Jose

Santa Cruz County
California Pacific Title Co.
12 Cooper Street, Santa Cruz

San Joaquin County
Stockton Abstract and Title Company
22 South San Joaquin St., Stockton

San Mateo County
California Pacific Title & Trust Co.
2303 Broadway, Redwood City

Sonoma County
Sonoma County Land Title Company
211 Exchange Ave., Santa Rosa

252317

Oakland Title Insurance & Guaranty Company

Policy of Title Insurance

ISSUED TO

CITY OF SAN LEANDRO

TITLE INSURANCE BUILDING
15TH AND FRANKLIN STREETS
PHONE GLENCOURT 8300
OAKLAND, CALIFORNIA

8-4-36

IN THE CITY COUNCIL OF THE CITY

OF

SAN LEANDRO

RESOLUTION NO. - 9 - C.M.S.

RESOLUTION ACCEPTING DEED.

WHEREAS, there has been presented to the City of San Leandro a certain Deeds executed by Agnes M. Noyes, Emily Lucelia Noyes, Minnie L. Noyes, Anglo California National Bank of San Francisco to the City of San Leandro, a Municipal Corporation, conveying the following described property:

LOTS Numbered 10, 11, 12, 13, as said Lots are delineated and so designated upon that certain Map entitled, "Whitton Manor, San Leandro, Alameda County, California", filed October 11, 1927 in Book 7 of Maps, at page 54, in the office of the County Recorder of Alameda County.

NOW THEREFORE, BE IT RESOLVED: That said Deed and the lands therein conveyed, be, and they are hereby accepted.

Introduced by Councilman Groves , and passed and adopted this 10th day of August, 1936.

AYES:	COUNCILMEN	Derry, Groves, Lawrence, Billings	(4)
NOES:	COUNCILMEN	(None)	(0)
ABSENT:	COUNCILMEN	Thomas	(1)

Approved: August 10, 1936

R. L. BILLINGS
Mayor

Attest:

E. F. HUTCHINGS
City Clerk

I hereby certify that the above Resolution, known as Resolution No. 9 C.M.S. was duly and regularly passed and adopted by the City Council of the City of San Leandro, in regular adjourned meeting assembled on the 10th day of August, 1936.

E. F. Hutchings
City Clerk of the City of San Leandro