

File No.:	114
Name (Previous Owner):	Frank Ordonez, Rafael Ordonez, Manuel Ordonez, and Rafaela Ordonez
Assessor's Parcel No.:	
Address of Property:	Maud Ave.
Year:	1929

Deed

This Indenture, Made this Twentieth day of December, 114
in the year of Our Lord One Thousand Nine Hundred and Twenty-nine,

Between FRANK ORDONEZ, RAFAEL ORDONEZ, MANUEL ORDONEZ and RAFAELA ORDONEZ, --

And CITY OF SAN LEANDRO, a municipal corporation, ----- the parties of the first part,

Witnesseth: That the said parties of the first part, for and in consideration of the sum of ----- the party of the second part,

-----TEN----- Dollars (\$ 10.00 ---)
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 heirs and assigns forever,

successors
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 particularly described as follows, to-wit:

TO find the true point of beginning: Begin at a point on the Northeastern line of East 14th Street, formerly called Hayward Avenue, distant thereon South 47° 20' East, 339.50 feet from the intersection thereof with the Southeastern line of Maud Avenue; running thence North 70° 35' East parallel with said line of Maud Avenue, 207.45 feet; thence South 19° 25' East, 20 feet to the true point of beginning of the property to be hereby described; thence from said true point of beginning, running South 19° 25' East, 16.75 feet, more or less, to the Northwestern boundary line of that certain parcel of land conveyed to John Jacinto Williams by Deed dated October 26, 1880, and recorded in Liber 206 of Deeds, at page 173, Alameda County Records; thence North 70° 35' East, along said line of said land, 140 feet; thence South 19° 25' East 43.25 feet; thence South 70° 35' West to the said line of East 14th Street, formerly called Hayward Avenue; thence Northwesterly thereon to a point which would be intersected by a line drawn South 70° 35' West from the true point of beginning; thence North 70° 35' East to the true point of beginning.

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 heirs and assigns forever.
Successors

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

Signed, Sealed and Delivered in the Presence of

Frank Ordonez (SEAL)
Rafael Ordonez (Seal)
Manuel Ordonez (Seal)
Rafaela Ordonez (SEAL)

State of California,

ss

County of ALAMEDA.

On this Twentieth day of December, A. D. One Thousand
Nine Hundred and Twenty-nine, before me, A. W. BRUNER,
a Notary Public, in and for the ----- County of Alameda,
State of California, residing therein, duly commissioned and sworn, personally appeared

---FRANK ORDONEZ, RAFAEL ORDONEZ, MANUEL ORDONEZ and RAFAELA
ORDONEZ,---

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.


Notary Public

In and for said ----- County of Alameda,
State of California

AA 7635

INDEXED
Filed

FRANK ORDONEZ, et al
Rafael
Manuel
Rafaela
TO

CITY OF SAN LEANDRO

DATED December 20, 19 29

Recorded at the Request of

ALAMEDA COUNTY TITLE INSURANCE CO

FEB -5 1930 A. D. 19

at ----- min. past 9 A. M. o'clock

M. in Liber 2333 Official

Page 7 Records of

Alameda County

CALIFORNIA

County Recorder

By Deputy Recorder

28

12.7

Ally

Returning to

Office of County Clerk
San Leandro Cal

105759-192715

Amount, \$ 15,840.32

Number 192715-J I
SL/142

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

14TH AND FRANKLIN STREETS
OAKLAND, CALIFORNIA

DIRECTORS
S.E. BIDDLE JOHN MCCARTHY
R.H. CROSS CHAS. L. MSFARLAND
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

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 thousand eight hundred forty and 32/100 (15,840.32)

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 \$59.17 Bill #147540
(Covers also other property)

City of San Leandro \$17.75 Bill #1539
(Covers also other property)

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:

To find the true point of beginning: Begin at a point on the Northeastern line of East 14th Street, (formerly called Hayward Avenue), distant thereon South $47^{\circ} 20'$ East, 339.50 feet from the intersection thereof with the Southeastern line of Maud Avenue; running thence North $70^{\circ} 35'$ East, parallel with said line of Maud Avenue, 207.45 feet; thence South $19^{\circ} 25'$ East, 20 feet to the true point of beginning of the property to be hereby described; thence from said true point of beginning running South $19^{\circ} 25'$ East 16.75 feet, more or less, to the Northwestern boundary line of that certain parcel of land conveyed to John Jacinto Williams by deed dated October 26, 1880 and recorded in Liber 206 of Deeds, at page 173, Alameda County Records; thence North $70^{\circ} 35'$ East, along said line of said land, 140 feet; thence South $19^{\circ} 25'$ East, 43.25 feet; thence South $70^{\circ} 35'$ West to the said line of East 14th Street; thence Northwesterly thereon to a point which would be intersected by a line drawn South $70^{\circ} 35'$ West from the true point of beginning; thence North $70^{\circ} 35'$ East to the true point of beginning.

Said parcel of land is a portion of a larger tract of land standing of record in the name of the vestees and described as follows:

Beginning at a point on the Northeastern line of East 14th Street, (formerly Hayward Avenue), distant thereon South $47^{\circ} 20'$ East, 339.50 feet from the intersection thereof with the Southeastern line of Maud Avenue; running thence North $70^{\circ} 35'$ East, parallel with said line of Maud Avenue, 207.45 feet; thence South $19^{\circ} 25'$ East, 36.75 feet, more or less, to the Northwestern boundary line of that certain parcel of land conveyed to John Jacinto Williams, by deed dated October 26, 1880 and recorded in Liber 206 of Deeds, page 173, Alameda County Records; thence North $70^{\circ} 35'$ East along said line of said land, 140 feet; thence South $19^{\circ} 25'$ East, 60 feet; thence South $70^{\circ} 35'$ West, 296.20 feet to said line of East 14th Street; thence North $47^{\circ} 20'$ West, along said line of East 14th Street, 109.50 feet, more or less, to the point of beginning.

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

5th day of February, 1923 at 9:00 o'clock, A. M.

Alameda County Title Insurance Company,

Countersigned


Assistant Secretary.

By


President.



ҚАЗАҚСТАН РЕСПУБЛИКАСЫНЫҢ БІЛІМ ЖӘНЕ ҒЫЛЫМ МИНИСТРЛІГІ

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