

File No.: 104
Name (Previous Owner): H. P. Garin
Assessor's Parcel No.:
Address of Property: West Estudillo (Ward St.), extension
Year: 1929

Deed

This Indenture, Made this **first** day of **March** 104
in the year of Our Lord One Thousand Nine Hundred and **Twenty Nine**

Between

H. P. GARIN and ELSIE A. GARIN, his wife

the part **ies** of the first part,

And

CITY OF SAN LEANDRO, a municipal corporation

Witnesseth: That the said parties of the first part, for and in consideration of the sum of **Ten and 00/100** - - - - - 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 ensembling 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 part of the second part, and to **its** ~~heirs and assigns forever~~, **successors and assigns forever**,

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:

BEGINNING at the point of intersection of the Northern line of **Ward Street** with the original Western boundary line of the Town of San Leandro, as said Western boundary line is laid down and designated upon that certain map entitled, "Map of the Town of San Leandro" surveyed by **H. A. Higley**, February, 1855, said point of beginning being at the terminus of said **Ward Street**; running thence South **62° West Sixty-five and 81/100 feet**; thence South **28° East Eighty and 60/100 feet**; thence North **62° East Sixty-five and 81/100 feet**; thence North **28° West Eighty and 60/100 feet** to the 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 part **ies** 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 and assigns forever.**

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

Signed, Sealed and Delivered in the Presence of

} *H. P. Garin* Seal
Elsie A. Garin Seal

File 104
APR 75-110-30

State of California,

County of Alameda } ss

On this first day of March A. D. One Thousand
Nine Hundred and Twenty-nine, before me, Wm H Wall
a Notary Public, in and for the _____ County of Alameda
State of California, residing therein, duly commissioned and sworn, personally appeared
H. P. Garin and Elsie A. Garin, his wife

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, the day
and year in this certificate first above written.

Wm H Wall
Notary Public

In and for said _____ County of Alameda
State of California



Z 24948

Rec'd

H. P. GARIN and
ELSIE A. GARIN, his wife

TO
CITY OF SAN LEANDRO, a
Municipal corporation.

DATED March 1st 1929

Remitted at the Request of

GRANTEE

APR 11 1929 A. D. 19

at 48 min. past 9 o'clock

M. in Liber 2114

Page 92 Official Records of

Wm H Wall
Alameda County
County Recorder
Calif.

By _____
Deputy Recorder

38

117

Wm H Wall

*City Recd
San Leandro*

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 J.F. HASSLER
 R.H. CROSS W.E. WOOLSEY
 H.D. ERSKINE JOS. T. HINCH
 W.F. KROLL JOHN F. MAXWELL
 JOHN MCCARTHY HAROLD E. MCCARTHY
 CHAS. L. MCFARLAND VICTOR H. METCALF
 W.J. MORTIMER R.J. MULLEN
 F.F. PORTER BENJ. R. AIKEN
 SHERWOOD B. SWAN

14TH AND FRANKLIN STREETS
OAKLAND, CALIFORNIA

1929

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 hundred fifty and no/100 (250.00)

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:

which are now a 1- Second Installments of Taxes for 1928-29 lien and payable as follows:

State and County
Amount \$1.80
Bill #143835

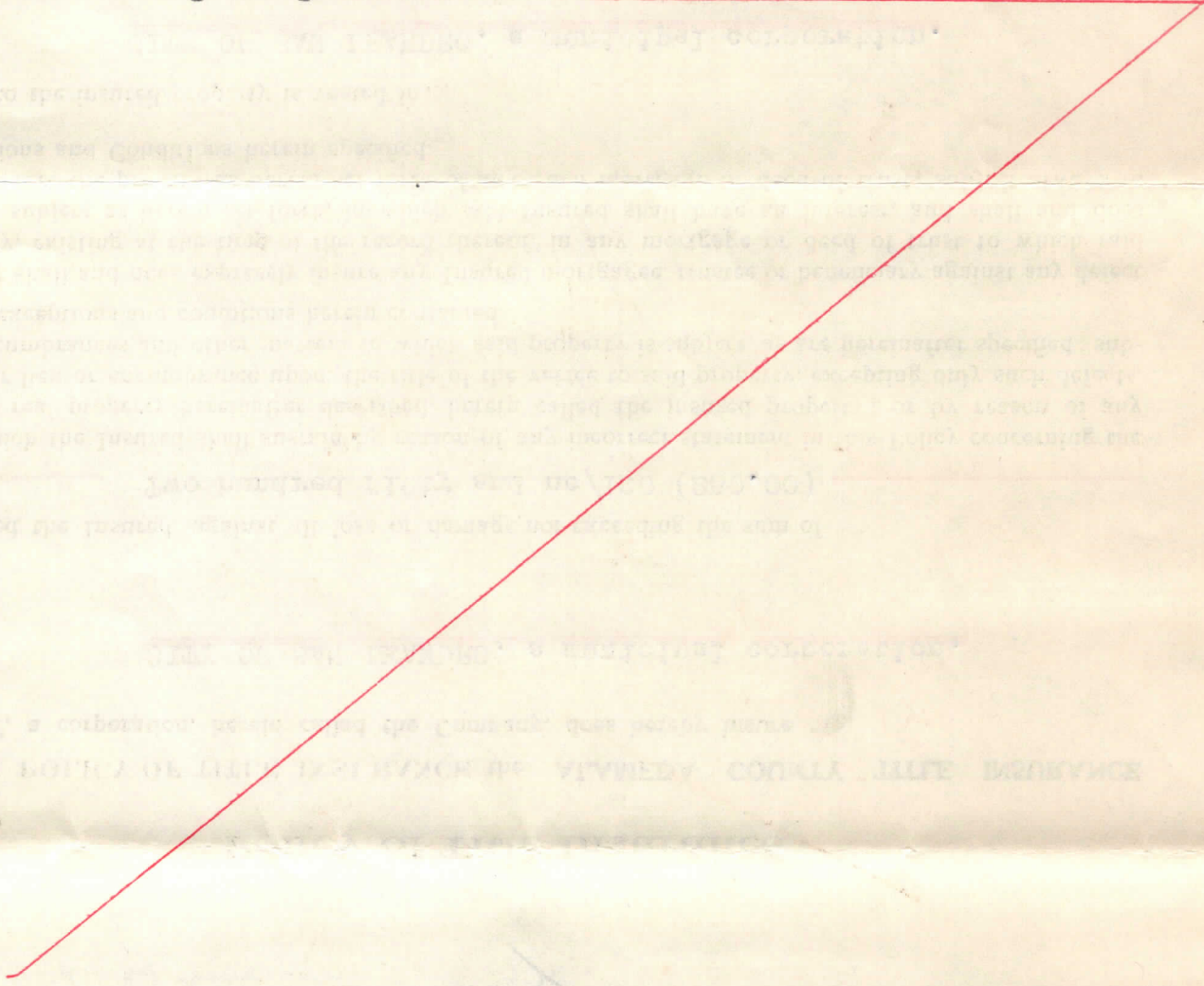
City of San Leandro
Amount \$.48
Bill #584

2- Taxes for 1929-30 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:

Beginning at the point of intersection of the Northern line of Ward Street with the original Western boundary line of the Town of San Leandro, as said Western boundary line is laid down and designated upon that certain map entitled, "Map of the Town of San Leandro," surveyed by H. A. Higley, February, 1855, said point of beginning being at the terminus of said Ward Street; running thence South 62° West 65.81 feet; thence South 28° East 80.60 feet; thence North 62° East 65.81 feet; thence North 28° West 80.60 feet to the 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

24th day of April, 1929, at 9:00 o'clock, A. M.

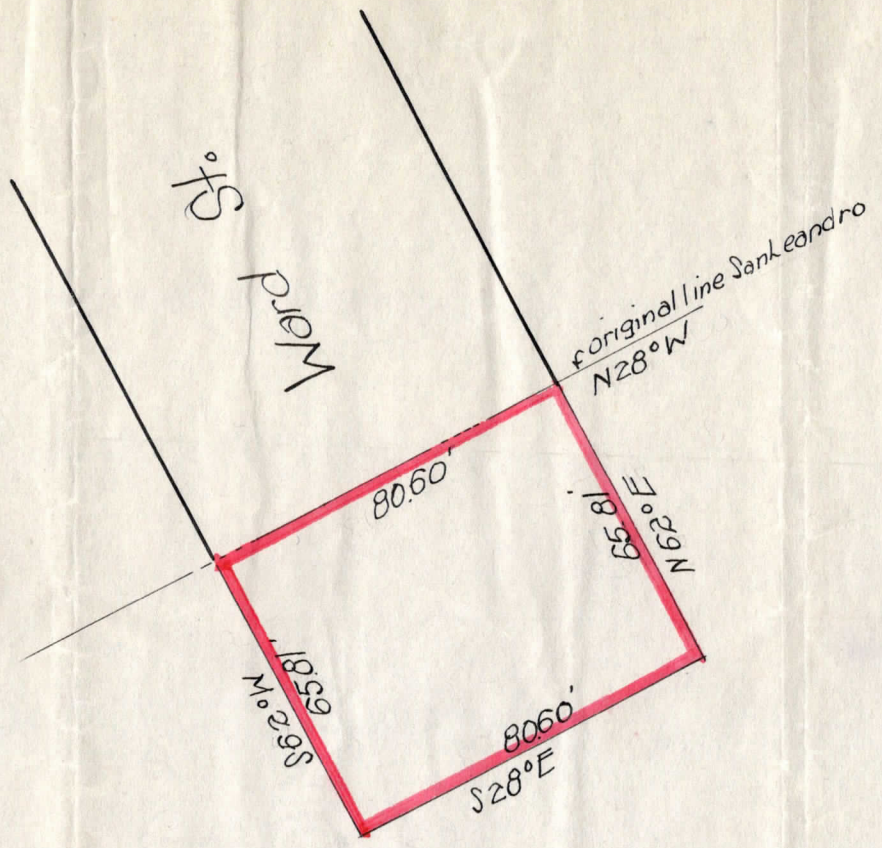
Alameda County Title Insurance Company,

Countersigned


Assistant Secretary.

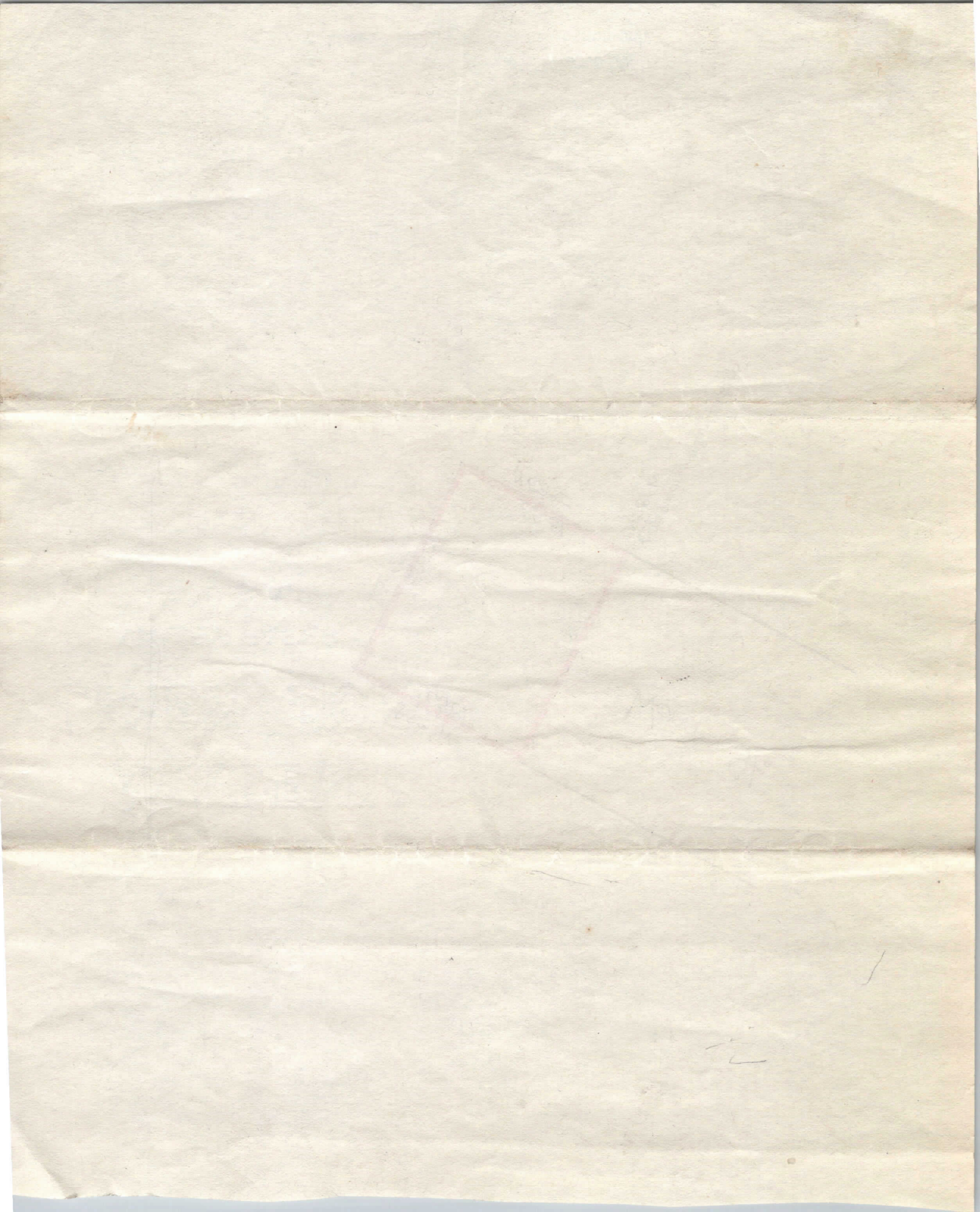
By


President.



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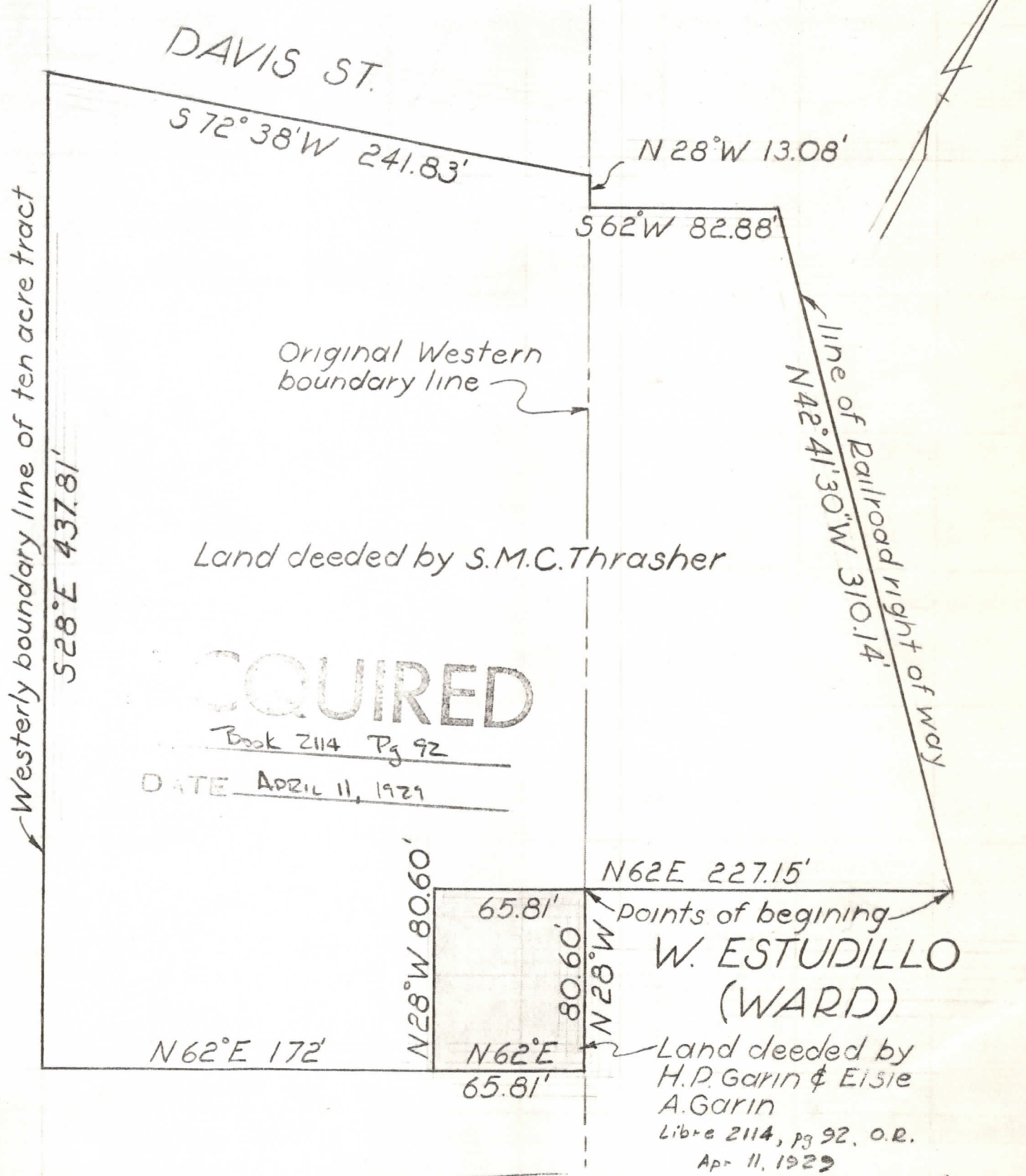
Alameda County Title Insurance Co.
 Located for the purpose of location only



104

BY JMJ DATE 12-17-57 SUBJECT Land deeded to the City for Thrasher Park
CHKD. BY _____ DATE _____
Scale: 1" = 60'

SHEET NO. 1 OF 1
JOB NO. _____
DWG. 38 CASE 1602



MICROFILMED