

<b>File No.:</b>	179
<b>Name (Previous Owner):</b>	Laurence Whelan
<b>Assessor's Parcel No.:</b>	
<b>Address of Property:</b>	Dolores Ave.
<b>Year:</b>	1943





CITY CLERK

*[Handwritten signature]*

on the 27th day of July, 1942.  
Council of the City of San Francisco, California in regular meeting assembled  
at 2:00 P.M. the ordinance of which was passed and adopted by the City  
I hereby certify that the above is a true and correct copy of resolution

CITY CLERK

*[Handwritten signature]*

Witness:

CITY CLERK

*[Handwritten signature]*

Witness:

(0)

Witness:

(0)

Witness:

*[Handwritten signature]*

(2)

and the following certified copy:

Resolution of the City of San Francisco, California, adopted and passed

and authorized the execution of this resolution and the same to be

executed by \_\_\_\_\_, dated \_\_\_\_\_, 1942.

executed by \_\_\_\_\_, City Clerk

It is hereby certified that the above is a true and correct copy of the

that the City of San Francisco hereby accepts the conveyance to

to be:

The City Council of the City of San Francisco do hereby resolve as fol-

LOWERS VARIOUS

RESOLUTION OF ACCEPTANCE OF DEED IN CONNECTION WITH THE OPENING OF

RESOLUTION NO. 220 C.M.S.

CITY OF SAN FRANCISCO

IN THE CITY COUNCIL OF THE

# ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

OF OAKLAND, CALIFORNIA

a California Corporation, herein called the Company,  
for a valuable consideration paid for its Standard form of Policy of Title Insurance Number 293929-22

**Does Hereby Insure**

SL/156-d

CITY OF SAN LEANDRO, a municipal corporation

together with each successor in ownership of any indebtedness secured by any mortgage or deed of trust shown in Schedule C, the owner of which is named as an insured, and any such owner or successor in ownership of any such indebtedness who acquires the land described in Schedule B, or any part thereof, by lawful means in satisfaction of said indebtedness or any part thereof, and any person or corporation deriving an estate or interest in said land, as an heir or devisee of a named insured, or by reason of the dissolution, merger, or consolidation of a corporate named insured, against loss or damage which the insured shall sustain, not exceeding the face amount of this policy, to-wit:—

One hundred fifty and no/100 (150.00)

dollars,

by reason of title to the land described in Schedule B being vested, at the date hereof, otherwise than as herein stated; or by reason of unmarketability of the title of any vestee to said land, at the date hereof, unless such unmarketability exists because of defects, liens, encumbrances, or other matters shown in Schedule C; or by reason of any defect in, or lien or encumbrance on said title, existing at the date hereof, not shown in Schedule C; or by reason of any defect in the execution of any mortgage or deed of trust shown in Schedule C securing an indebtedness, the owner of which is insured by this policy, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon said land; or by reason of priority, at the date hereof, over any such mortgage or deed of trust, of any lien or encumbrance upon said land, except as shown in Schedule C; all subject, however, to Schedules A, B, C and D and the stipulations herein, all of which schedules and stipulations are hereby made a part of this policy.

**In Witness Whereof**, Alameda County—East Bay Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers at 9:00 A.M. on April 12, 1944

**Alameda County—East Bay Title Insurance Company**

By

*Stanley J. Smith*

President

By

*[Signature]*

Vice President

Assistant Secretary.

## SCHEDULE A

The title to said land is at the date hereof vested in CITY OF SAN LEANDRO, a municipal corporation

## SCHEDULES B and C

Description of the land, title to which is insured by this policy; designated hereafter as "B."  
Liens and encumbrances to which said title is subject, shown in the order of their priority, and defects and other matters to which said title is subject; designated hereafter as "C."

### "B"

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 a point on the Eastern line of that certain 3 acre tract of land described in the deed from John Whelan to Laurence Whelen, dated December 1, 1911 and recorded July 2, 1917 in Book 2593 of Deeds, at page 14, distant thereon North 19° 25' West 286.50 feet from the Northern line of Maud, formerly Cushing Avenue; thence continuing along said Eastern line, North 19° 25' West 30 feet to the Northern line of said 3 acre tract; thence along said last named line South 70° 35' West 100 feet; thence South 19° 25' East 30 feet to the intersection with a line drawn South 70° 35' West from the actual point of beginning, and thence North 70° 35' East along said line so drawn 100 feet to the actual point of beginning.

### "C"

Taxes for 1944-45 which are now a lien, but not yet payable.  
Assessor's Blocks Nos. 515-516.



## SCHEDULE D

The Company does not, by this policy, insure against loss by reason of:

1. Easements or liens which are not shown by the public records (a) of the District Court of the Federal District, (b) of the county, or (c) of the city, in which said land or any part thereof is situated.
2. Rights or claims of persons in possession of said land which are not shown by those public records which impart constructive notice.
3. Any facts, rights, interests, or claims which are not shown by those public records which impart constructive notice, but which could be ascertained by an inspection of said land, or by making inquiry of persons in possession thereof, or by a correct survey.
4. Mining claims, reservations in patents, water rights, claims or title to water.
5. Any governmental acts or regulations restricting, regulating or prohibiting the occupancy or use of said land or any building or structure thereon.

## STIPULATIONS

**SCOPE OF COVERAGE** 1. This policy does not insure against, and the Company will not be liable for loss or damage created by or arising out of any of the following: (a) defects, liens, claims, encumbrances, or other matters which result in no pecuniary loss to the insured; (b) defects, liens, encumbrances, or other matters created or occurring subsequent to the date hereof; (c) defects, liens, encumbrances, or other matters created or suffered by the insured claiming such loss or damage; or (d) defects, liens, encumbrances, or other matters existing at the date of this policy and known to the insured claiming such loss or damage, either at the date of this policy or at the date such insured claimant acquired an estate or interest insured by this policy, unless such defect, lien, claim, encumbrance, or other matter shall have been disclosed to the Company in writing prior to the issuance of this policy. Any rights or defenses of the Company against a named insured shall be equally available against any person or corporation who shall become an insured hereunder as successor of such named insured.

**DEFENSE OF ACTIONS** 2. The Company at its own cost shall defend the insured in all actions or proceedings against the insured founded upon a defect, lien, encumbrance, or other matter 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

**NOTICE OF ACTIONS OR CLAIMS TO BE GIVEN BY THE INSURED**

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, encumbrance, or other matter insured against, or of 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 in writing 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, prosecuting or defending such action or proceeding to such extent and in such manner as is deemed desirable by the Company, and the Company shall reimburse the insured for any expense so incurred. The Company shall be subrogated to and be entitled to all costs and attorney's fees incurred or expended by the Company, which may be recoverable by the insured in any litigation carried on by the Company on behalf of the insured. 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.

**OPTION TO PAY, SETTLE, OR COMPROMISE CLAIMS**

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 at any time, and payment or tender of payment of the full amount of this policy, together with all accrued costs which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder, including all obligations of the Company with respect to any litigation pending and subsequent costs thereof.

**SUBROGATION UPON PAYMENT OR SETTLEMENT AND BECOME OWNER OF SECURITY**

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. 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. In either event the insured shall transfer, or cause to be transferred, to the Company such rights, securities, and remedies, and shall permit the Company to use the name of the insured in any transaction or litigation involving such rights, securities, or remedies.

**NOTICE OF LOSS**

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 against the Company 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.

**PAYMENT OF LOSS AND COSTS OF LITIGATION, ENDORSEMENT OF PAYMENT ON POLICY**

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 liability of the Company under this policy shall in no case exceed, in all, the actual loss of the insured and costs which the Company is obligated hereunder to pay, and in no case shall such total liability exceed the face amount of this policy and said costs. All payments under this policy shall reduce the face 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 endorsement of such payment.

**MANNER OF PAYMENT OF LOSS TO INSURED**

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 C, in 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, any loss shall be payable to the other insured, and if more than one, then to such insured ratably as their respective interests may appear. If there be no such insured owner of indebtedness, any loss shall be payable to the insured, and if more than one, to such insured ratably as their respective interests may appear.

**WRITTEN ENDORSEMENT REQUIRED TO CHANGE POLICY**

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

**ALAMEDA COUNTY  
EAST BAY TITLE  
INSURANCE COMPANY**



14<sup>TH</sup> AND FRANKLIN STREETS

**OAKLAND  
CALIFORNIA**

IN BUSINESS CONTINUOUSLY SINCE 1861