File No.:	186
Name (Previous Owner):	Laurence Whelan
Assessor's Parcel No.:	
Address of Property:	Dolores Ave.
Year:	1943

#293929-21

4-9-43

IN THE CITY COUNCIL OF THE

CITY OF SAN LEANDRO

RESOLUTION NO. 557 C.M.S.

RESOLUTION OF ACCEPTANCE OF DEED IN CONNECTION WITH THE OPENING OF DOLORES AVENUE.

The City Council of the City of San Leandro do resolve as follows:

That the City of San Leandro hereby accepts the conveyance to it for public purposes of that real estate described in that deed executed by Laurence Whelan, dated April 9, 1943, and authorizes the attachment of this resolution to such deed.

Introduced by Councilman Dalton and adopted this 5th day of April, 1943 by the following called vote:

AYES: Councilmen Dalton Groves. Knick Thomas Lawrence (5)

NOES: None (0)

ABSENT: None (0)

Helen L. C. Lawrence
Mayor of the City of San Leandro

Attest:

E. F. Hutchings
City Clerk

I hereby certify that the above is a true and correct copy of Resolution No. 557.C.M.S. the original of which was passed and adopted by the City Council of the City of San Leandro, California. in regular meeting assembled on the 5th.day of April, 1943.

E. F. Hutchings
City Clerk.

I hereby certify that the above is a true and correct copy of Resolution No. 577.C.M.S. the original of which was passed and adopted by the City Council of the City of San Leandro, California, in regular meeting assembled on the 5th day of April, 1943.

City Clerk.

May 29, 1943

Mrs. Emma H. Thompson
317 Belmont Street
Oakland, California

Dear Mrs. Thompson:

On April 3, 1943, I wrote you concerning a cloud which had been created on the westerly portion of the Laurence Whelan property. With that letter I enclosed a Quitclaim Deed to correct the situation.

I would appreciate your courtesy in either signing the Deed or communicating with me to advise me why you are unwilling to do so.

Yours very truly,

D. K. GILMORE

DKG:JD

6/21 Anderson says title co. is straightening this.
James McC says is Harold McC's problem
Harold McC says
10/8/43 → Eaton is found + both 12 + 15 will soon be cleared up

April 3, 1943

April 3, 1943

~~Mrs. Lawrence Whelan~~
~~917 Belmont St.~~
~~Oakland, Calif.~~

Mrs. Emma H. Thompson
701 Sybil Ave.
San Leandro, Calif.

Dear Mrs. Thompson:

In connection with our proceedings to extend Dolores Avenue we have obtained title reports on all of the properties involved. The one on the property of Mr. Whelan which adjoins yours on Juana Avenue to the east shows that at sometime in the past you acquired title originally deeded by Matilda Eaton to the westerly 30 feet of Mr. Whelan's property. This was due to the fact that the person who drew the deed for Mrs. Eaton and the subsequent grantors did not realize that Bancorft Avenue had been widened 30 feet. I enclose a Quitclaim Deed to the Whelans because I know you do not claim any interest in his property, and I would appreciate your courtesy in signing it, having your signature acknowledged by a Notary, and returning it to me.

I have not explained the situation in detail, and if you have any question, please call at my office and I will show you just what happened. It has occurred all up and down the street.

Very truly yours,

D. K. GILMORE

DKG:LF
Encl.

April 3, 1943

Mr. Laurence Whelan
701 Sybil Ave.
San Leandro, Calif.

Dear Mr. Whelan:

I enclose a deed to the city for the tiny piece (300ths of a foot by 160 feet) which you own behind the Herborn property. Please sign it and return it to me. I can get your signature notaried if you wish.

Very truly yours,

D. K. GILMORE

DKG:LF
Encl.

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

On this 9th day of April in the year, A. D. nineteen hundred and forty-three, before me, W. J. Gannon a Notary Public in and for said County of Alameda, State of California, duly commissioned and sworn, personally appeared LAURENCE WHELAN,

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

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

W. J. Gannon

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

W. J. GANNON, NOTARY PUBLIC

INDEXED

00 18162

Deed

COMPARED BRINKLEY NOLAN

FROM

LAURENCE WHELAN

TO

CITY OF SAN LEANDRO, a Municipal Corporation.

Dated: April 9 1943.

RECORDED at REQUEST OF Alameda County East Bay Title Ins. Co. At 12 Min. Past 10 A.M.

APR 17 1943

In Liber 4367 Page 180 Official Records Alameda Co. Cal.

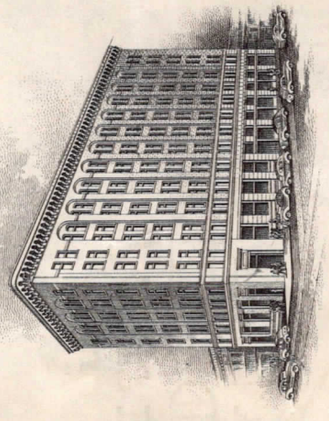
Thomas H. Kuchel #24 County Recorder

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY
14TH AND FRANKLIN STREETS
OAKLAND, CALIFORNIA

HARVEY HANSON - OAKLAND

When Recorded Return to
City of San Leandro
Attn: City Clerk
City Hall
San Leandro, Calif.

Charge to



14TH AND FRANKLIN STREETS
OAKLAND, CALIFORNIA

29329-21

#3929-21

Deed

LAURENCE WHELAN

the first party, hereby

Grants to CITY OF SAN LEANDRO, a Municipal Corporation,

186

the second party, all that real property situated in the City of San Leandro,

County of Alameda, State of California, described

as follows:

Beginning at a point on the Northern line of Maud Avenue, formerly Cushing Avenue, distant thereon South 70° 35' West 100 feet from the Eastern line of that certain 3 acre tract of land described in the deed from John Whelan to Laurence Whelan dated December 1, 1911 and recorded July 2, 1917 in Book 2593 of Deeds, page 14; running thence North 19° 25' West 316.47 feet to the actual point of beginning of this description; thence continuing North 19° 25' West 0.03 feet to the Northern line of said 3 acre tract; thence along said last named line South 70° 35' West 160.27 feet; thence South 19° 25' East 0.03 feet to a point distant North 19° 25' West 316.47 feet from said line of Maud Avenue; thence North 70° 35' East 160.27 feet to the said actual point of beginning.

In Witness Whereof, the said first party has executed this conveyance this 9th day of April, 1943.

Laurence Whelan

Form 70 5M

Form 7 4

Amount, $ 240.41

Number 293929-21 M
SL/156-D

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

IN BUSINESS CONTINUOUSLY SINCE 1861

14TH AND FRANKLIN STREETS

OAKLAND, CALIFORNIA

GLENCOURT 2070

Policy of Title Insurance

BY THIS POLICY OF TITLE INSURANCE the **ALAMEDA COUNTY-EAST BAY 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 forty and 41/100 (240.41)

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:

1- Taxes for 1943-44 which are now a lien but not yet payable. Assessor's Block #515-516.

This policy includes an examination of municipal taxes and assessments for public improvements.

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 a point on the Northern line of Maud Avenue, formerly Cushing Avenue, distant thereon South 70° 35' West 100 feet from the intersection thereof with the Eastern line of that certain 3 acre parcel of land described in the deed from John Whelan to Laurence Whelan, dated December 1, 1911 and recorded July 2, 1917 in Liber 2593 of Deeds, at page 14, running thence North 19° 25' West 286.50 feet to the actual point of beginning of this description; thence continuing North 19° 25' West 30 feet to the Northern line of said 3 acre parcel of land; thence along said last named line South 70° 35' West 160.27 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 160.27 feet to the actual point of beginning.

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(59) - 161.35

PRELIMINARY REPORT NO. 293929-15 W - 90.
SL/156 D
71.35

Issued by

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

14th and Franklin Streets, Oakland, California
Phone GL encourt 2070

Upon the surrender of this Report within 30 days and the payment of the premium, a Policy of Title Insurance, with the usual exceptions and conditions, will be issued in the sum of $.....

The said Policy will show the final status of the title after the recordation of any instruments between the date hereof and the date of said Policy.

No liability hereunder until the fee is paid and Policy issued.

To City of San Leandro

San Leandro, California

After an examination of the Records of the County in which the land hereinafter described is situated, ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY, a corporation, hereby reports the title to said land, at the date hereof, is vested in

LAWRENCE J. WHELAN and JOHANNA C. WHELAN, his wife,

as joint tenants

Subject to:

1- Taxes for 1941-42 which are now a lien, but not yet payable. Assessor's Blocks Nos. 515-516.

2- Any effect of the deed from Matilda J. Eaton, also known as Mrs. M. J. Eaton, and E. C. Eaton, her husband, to Lucile W. Cheever, a single woman, dated October 28, 1927 and recorded November 5, 1927 in Book 1735 of Official Records, page 136, the description in which said deed includes the Western 30 feet of the property hereinafter described. The records of Alameda County do not disclose what interest, if any, the grantor in said deed had in and to said Western 30 feet, and any such interest is now vested of record in Emma H. Thompson.

6/1/43 Anderson of Central Bk says II 205735
mrs T has an Ala co policy
for 100 ft, so they refered my
letter of 4/3 to McCarthy on 4/9/43

FORM 19

PRELIMINARY REPORT NO. 55555555-15 W
ST\JSS D

Issued by

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

14th and Franklin Streets, Oakland, California

Phone GL encourt 5040

Upon the entrance of this Report within 30 days and the payment of the premium, a Policy of Title Insurance, with the usual exceptions and conditions, will be issued in the sum of

$.....

The said Policy will show the final status of the title after the recordation of the instruments between the date hereof and the date of said Policy.

No liability hereunder until the fee is paid and Policy issued.

To CITY OF SAN LEANDRO

San Leandro, California

After an examination of the Records of the County in which the land hereinafter described is situated, ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY, a corporation, hereby reports the title to said land, at the date hereof, is vested in

LAWRENCE T. MEHLMAN and JOHANNA C. MEHLMAN, his wife,

as joint tenants

subject to:

1- Taxes for 1941-42 which are now a lien, but not yet payable. Assessor's Blocks Nos. 815-816.

2- Any effect of the deed from Matilda L. Eaton, also known as Mrs. M. L. Eaton, and E. C. Eaton, her husband, to Lucille M. Chesney, a single woman, dated October 28, 1921 and recorded November 2, 1921 in Book 1332 of Official Records, page 126, the description in said deed includes the Western 20 feet of the property hereinafter described. The records of Alameda County do not disclose what interest, if any, the Grantor in said deed had in and to said Western 20 feet, and any such interest is now vested of record in Emma H. Thompson.

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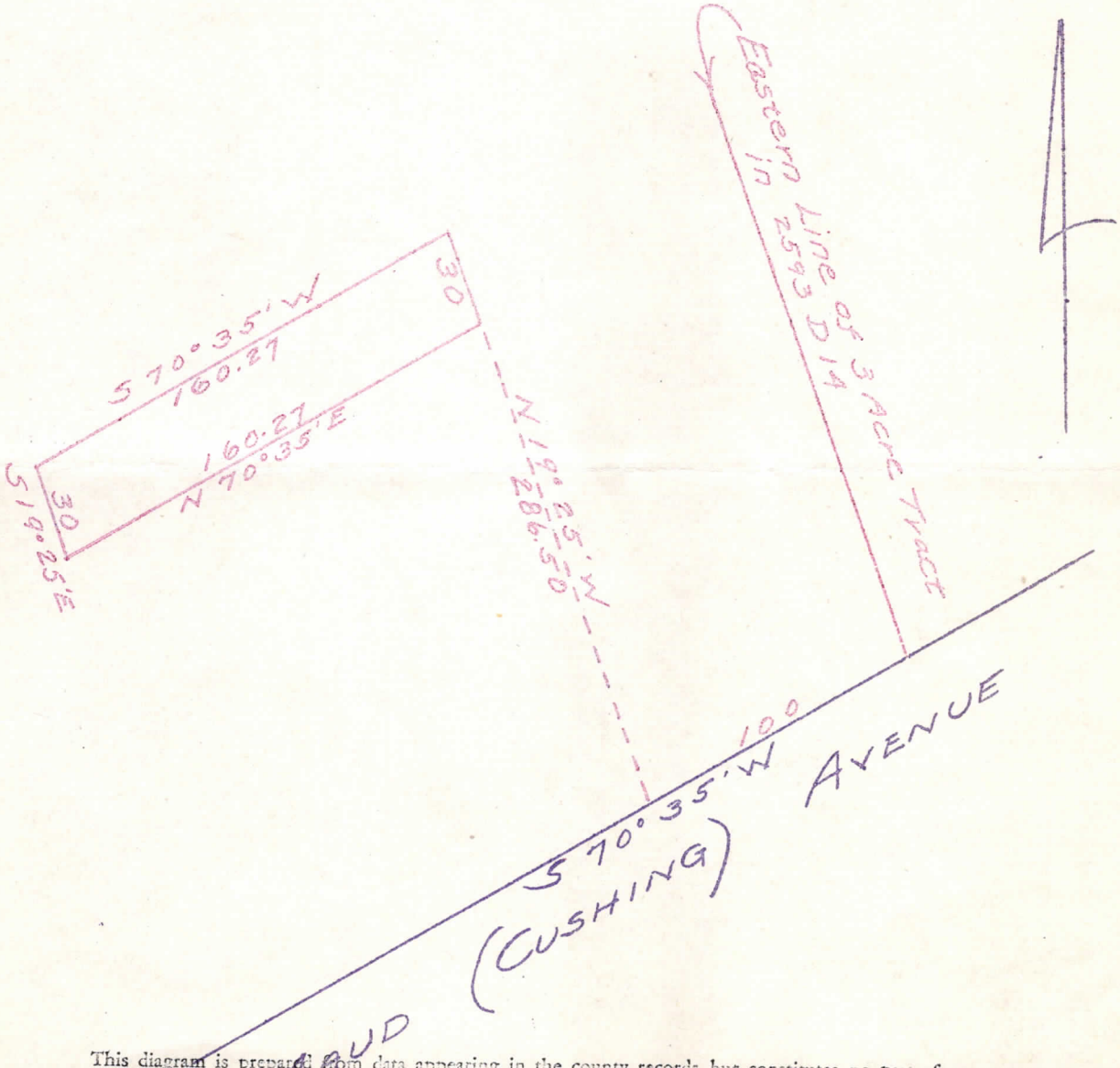

This diagram is prepared from data appearing in the county records, but constitutes no part of any report or policy of title insurance to which it is attached; and the company does not insure against any differences in the location and dimensions delineated thereon that an accurate field survey of the real property may disclose.

EXCEPTIONS

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 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 proceedings, 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 affect the Company's liability if such failure has not prejudiced, and cannot 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-EAST BAY 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 April, 19 43, at 10:12 o'clock, A. M.

Alameda County-East Bay Title Insurance Company.

By Stanley J. Smith
President.

By
Vice-President.
Assistant Secretary.

AGE
STRENGTH
SECURITY

NUMBER
293929-21

ALAMEDA COUNTY EAST BAY TITLE INSURANCE COMPANY

14TH AND FRANKLIN STREETS
OAKLAND,
CALIFORNIA

POLICY OF TITLE INSURANCE
ISSUED TO

CITY OF SAN LEANDRO,
a municipal corporation

HARVEY HANSON - OAKLAND

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY
AGE
STRENGTH
SECURITY
OAKLAND, CALIF.