

File No.:	188
Name (Previous Owner):	Sarah Morgan Patterson, May Morgan Brown, and Walter S. Morgan
Assessor's Parcel No.:	
Address of Property:	Dolores Ave.
Year:	1943

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

On this 17th day of April,
in the year, A. D. nineteen hundred and forty-three, before me,
Lucile A. Frank,
a Notary Public in and for said County of
Alameda, State of California, duly commissioned and sworn, personally appeared
SARAH MORGAN PATTERSON, ~~MAY MORGAN BROWN~~ and WALTER S. MORGAN,

known to me to be the person s described in and who executed 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 at my office in the said
County of Alameda, the day and year in this certificate
first above written.

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



00 29763

Deed

INDEXED

BOOK
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SERIAL
CROSS

FROM
SARAH MORGAN PATTERSON,
MAY MORGAN BROWN, and
WALTER S. MORGAN
TO
CITY OF SAN LEANDRO, a
Municipal Corporation.

Dated: April 17, 1943.

RECORDED at REQUEST OF
Alameda County
East Bay Title Ins. Co.
33 Min. Past 9 A. M.

JUN 19 1943

In Liber 4399 Page 87
Official Records of Alameda Co. Cal.

COUNTY RECORDER

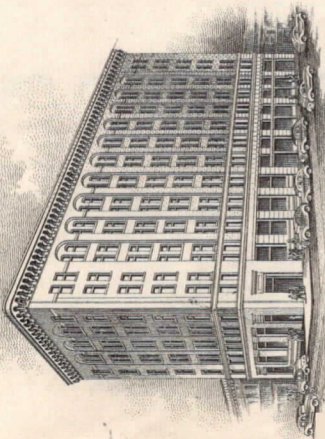
#3

ALAMEDA COUNTY - EAST BAY
TITLE INSURANCE COMPANY
14TH AND FRANKLIN STREETS
OAKLAND, CALIFORNIA 9F

MADEY HANSON - OAKLAND

When Recorded Return to

city of San Leandro
San Leandro,
Charge to *California*



14TH AND FRANKLIN STREETS
OAKLAND, CALIFORNIA

293929-6

Deed

SARAH MORGAN PATTERSON, MAY MORGAN BROWN and WALTER S.

MORGAN, the first part ies hereby

Grant to CITY OF SAN LEANDRO, a Municipal Corporation,

the second party, all that real property situated in the City of San Leandro,
County of Alameda, State of California, described

as follows:

188

Beginning at a point on the Southern line of Juana Avenue, distant thereon North 70° 35' East 424.08 feet from the intersection thereof with the Eastern line of Bancroft Avenue, formerly Santa Clara Avenue, (or Santa Clara Street) as the same exists 80 feet wide; running thence South 19° 25' East 286.50 feet to the actual point of beginning of this description; thence continuing South 19° 25' East 30 feet; thence North 70° 35' East 130 feet; thence North 19° 25' West 30 feet; thence South 70° 35' West 130 feet to the actual point of beginning.



In Witness Whereof, the said first part ies have executed this conveyance this
17th day of April, 19 43.

Sarah Morgan Patterson
May Morgan Brown
Walter S. Morgan
}
John R. Meadows
GEO. J. GEISEL
JOHN R. MEADOWS

STATE OF MICHIGAN,

County of Washtenaw } ss.

On this 19th day of April

in the year one thousand nine hundred forty-three before me,

Notary Public for said County, personally came the above named

May Morgan Brown

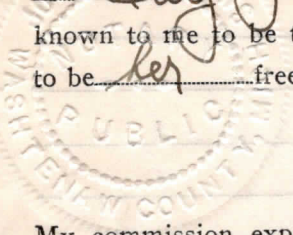
known to me to be the person who executed the foregoing instrument, and acknowledged the same to be her free act and deed.

John R. Meadows

Notary Public, Washtenaw County, Michigan.

JOHN R. MEADOWS

My commission expires 2-19-46



Amount, \$ 150.00

Number 293929-6 E
SL/156-C

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

One hundred fifty and no/100 (150.00)

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:

Taxes for 1943-44 which are now a lien but not yet payable. Assessor's Block #521.

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 Southern line of Juana Avenue, distant thereon North $70^{\circ} 35'$ East 424.08 feet from the intersection thereof with the Eastern line of Bancroft Avenue, formerly Santa Clara Avenue, (or Santa Clara Street) as the same exists 80 feet wide; running thence South $19^{\circ} 25'$ East 286.50 feet to the actual point of beginning of this description; thence continuing South $19^{\circ} 25'$ East 30 feet; thence North $70^{\circ} 35'$ East 100 feet; thence North $19^{\circ} 25'$ West 30 feet; thence South $70^{\circ} 35'$ West 100 feet to the actual point of beginning.

53 - 268.92
- 150.00
118.92

PRELIMINARY REPORT NO.

293929-6 W
SL/156 C

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

SARAH MORGAN PATTERSON, also known as Sarah M. Patterson, and MAY MORGAN BROWN, also known as May M. Brown, by devise, and by deed dated July 22, 1940.

Subject to:

- 1- Taxes for 1941-42 which are now a lien, but not yet payable. Assessor's Blocks Nos. 521-522.
- 2- The life estate in Walter S. Morgan reserved in the deed from said Walter S. Morgan, a widower, to Sarah M. Patterson and May M. Brown, dated July 22, 1940 and recorded August 29, 1940 in Book 3970 of Official Records, page 95; and acquired by the decree of distribution made on August 29, 1940 by the Superior Court of the State of California, in and for the County of Alameda, in the matter of the estate of Sarah A. Morgan (alias), deceased, Probate No. 67660; a certified copy of which decree was recorded August 29, 1940 in Book 3970 of Official Records, page 94.
- 3- The defective description contained in the deed and decree of distribution referred to in Exception No. 2 above does not consider the fact that Santa Clara Street (now Bancroft Avenue) was widened 30 feet on its Eastern side by deed to the City of San Leandro dated January 6, 1927.
- 4- Any interest of Walter S. Morgan by reason of the following: The decree of distribution hereinabove referred to purports to distribute unto said Walter S. Morgan "the improvements upon the herein described real property, together with an estate for the term of his natural life in and to all the remainder of said estate", and said decree purports to distribute unto May Morgan Brown and Sarah Morgan Patterson, "an interest in remainder in all of the estate of said decedent except improvements upon the real property thereof."

The deed from said Walter S. Morgan to said May Morgan Brown and said Sarah Morgan Patterson, hereinabove referred to, purports

FROM AND SAID JOHN MORSEY PATTERSON, HEREINAFTER REFERRED TO AS 'MORSEY' IN THIS DEED AND SAID JOHN MORSEY PATTERSON

THE DEED FROM SAID MATTHEW G. MORSEY TO SAID JOHN MORSEY PATTERSON, IN WITNESS WHEREOF, SAID MATTHEW G. MORSEY HAS HEREUNTO SET HIS HAND AND SEAL OF OFFICE IN THE CITY OF PHOENIX, ARIZONA, THIS 15TH DAY OF MARCH, 1940.

STAY OF SAID DEED DATED JANUARY 8, 1940.
1- THE DEED REFERRED TO IN EXCEPTION NO. 3 ABOVE
2- THE DEFECTIVE DESCRIPTION CONTAINED IN THE DEED

RECORDS, PAGE 34.
SAID DEED WAS RECORDED UNDER NO. 1040 IN BOOK 2800 OF OFFICIAL RECORDS (VOLUME) 20 FEET ON THE EASTERN SIDE OF DEED TO THE DOES NOT CONSIDER THE FACT THAT SAID STAY DEED (NOW RANSOM) AND DEED OF DISTRIBUTION REFERRED TO IN EXCEPTION NO. 3 ABOVE
2- THE DEFECTIVE DESCRIPTION CONTAINED IN THE DEED
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2- THE DEFECTIVE DESCRIPTION CONTAINED IN THE DEED

FOR REFERENCE: RECORDS, PAGE 34.
1- DEED TO JOHN MORSEY PATTERSON

WITNESSES:

AND SAID DEED DATED MAY 28, 1940.
AND SAID JOHN MORSEY PATTERSON, ALSO KNOWN AS JOHN M. MORSEY, BY SAID JOHN MORSEY PATTERSON, ALSO KNOWN AS JOHN M. PATTERSON, HEREBY REPORTS THE TITLE TO SAID LAND AS THE SAME PERSON IS LISTED IN ANNUAL GUARANTEE COMPANY BY THE INSURANCE COMPANY, A CORPORATION, AFTER AN EXAMINATION OF THE RECORDS OF THE COUNTY IN WHICH THE LAND HEREAFTER DESCRIBED

STAY OF SAID DEED

THE PREMIUM HEREON AND THE FEE IS PAID AND POLICY ISSUED IMMEDIATELY UPON THE DATE HEREOF AND THE DATE OF SAID POLICY.
THE SAID POLICY WILL SHOW THE FULL STATUS OF THE TITLE AFTER THE RESCINDING OF ANY INSURANCE OF THIS INSURANCE, WITH THE USUAL EXCEPTIONS AND CONDITIONS WILL BE ISSUED TO THE SAID POLICY UPON THE ACCEPTANCE OF THIS REPORT WITHIN 30 DAYS AND THE PAYMENT OF THE PREMIUM AND POLICY

THE INSURANCE COMPANY
GUARANTEE COMPANY BY THE

WITNESSES:
ATTEST:
SECRETARY

to grant "All that land with the appurtenances" but reserving an estate in grantor for the full term of his natural life.

DESCRIPTION

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 Southern line of Juana Avenue, distant thereon North 70° 35' East 424.08 feet from the intersection thereof with the Eastern line of Bancroft Avenue, formerly Santa Clara Avenue (or Santa Clara Street) as the same exists 80 feet wide; running thence along said line of Juana Avenue North 70° 35' East 100 feet; thence South 19° 25' East 316.50 feet; thence South 70° 35' West 100 feet; thence North 19° 25' West 316.50 feet to the point of beginning.

THE POLICY TO BE ISSUED WILL 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.

Dated at the City of Oakland, this 24th day of September, 1941 at 9:00 A.M.

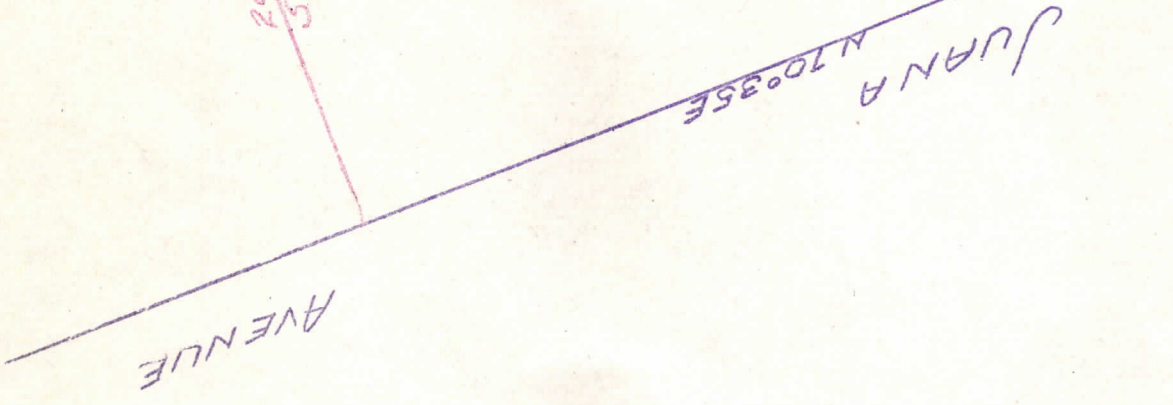
ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY,

By 

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.



286.50
579.25



EXISTING Line of Street I
AVENUE
BANCROFT
CLARA
SANTA



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.
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7. Mining claims and/or water rights and all matters relating thereto.

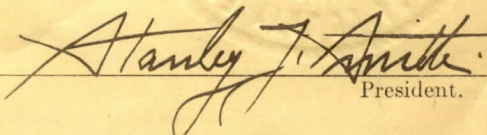
CONDITIONS OF THIS POLICY

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

19th day of June, 1943, at 9:33 o'clock, A. M.

Alameda County-East Bay Title Insurance Company.

By  President.

By  Vice-President,
Assistant Secretary.

NUMBER
293929-6

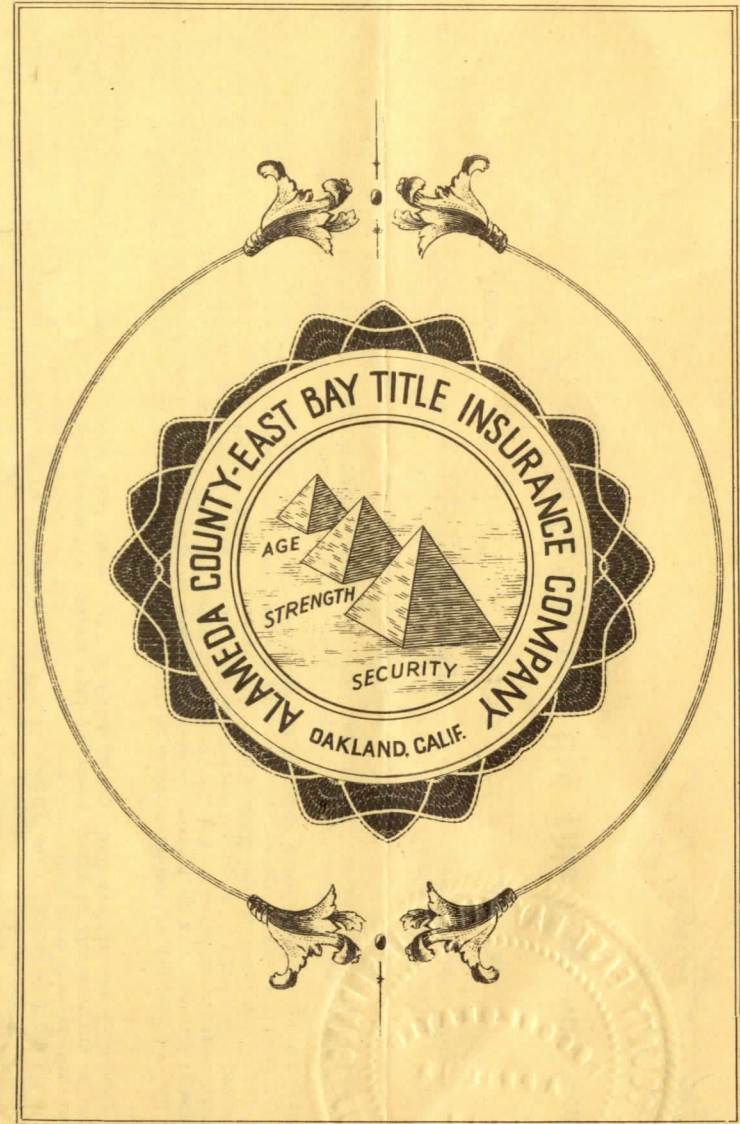
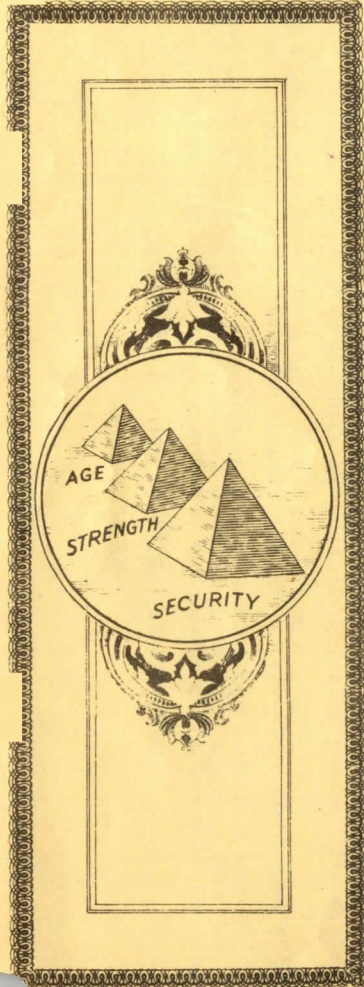
ALAMEDA COUNTY
EAST BAY TITLE
INSURANCE COMPANY



14TH AND FRANKLIN STREETS
OAKLAND,
CALIFORNIA

POLICY OF TITLE INSURANCE
ISSUED TO

CITY OF SAN LEANDRO, a
municipal corporation



4-17 -43

IN THE CITY COUNCIL OF THE
CITY OF SAN LEANDRO
RESOLUTION NO. 569 C.M.S.

RESOLUTION OF ACCEPTANCE OF DEED IN CONNECTION WITH THE OPENING OF
DOLORIS 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 Sarah Morgan Patterson, May Morgan Brown and Walter S. Morgan, dated April 17, 1943, and authorizes the attachment of this resolution to such deed.

Introduced by Councilman Groves and accepted this ^{7th} day of June, 1943 by the following called vote:

YES: Councilman Saltow Groves Knick (5)
Thomas Lawrence

NONE: None (0)

ABSENT: None (0)

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

Attest:

E.F. Hutchings
City Clerk

Certified a true and correct copy of Resolution No569 C.M.S. adopted by the City Council of the City of San Leandro, in regular meeting assembled on the 7th day of June 1943.

E.F. Hutchings
City Clerk.





CITY OF SAN FRANCISCO

regular meeting assembled on the 14th day of June 1843.
adopted by the City Council of the City of San Francisco, in
certified a true and correct copy of Resolution passed C.M.S.



[Handwritten signature]

[Handwritten signature]

[Handwritten notes]

0
0

[Handwritten signature]

[Faint, mostly illegible text, possibly a list or report]

RECORDED NO. 298
CITY OF SAN FRANCISCO
FOR THE CITY CLERK

City
Mag #6

June 28, 1943

Mrs. Sarah Patterson
Newark, California

Dear Mrs. Patterson:

Confirming our telephone conversation, we have terminated your father's interest in the Juana Avenue property and, despite your protest, I enclose a statement herewith for those services.

To ease the shock, I am also able to enclose herewith Alameda County-East Bay Title Insurance Company's check to the order of yourself and your sister for \$150.00, being the amount returnable to you for the property you have deeded to the city for use in connection with the opening of Magdalena Avenue.

My records show that we have delivered the Parafine Companies, Inc. stock to you. I believe your father's name is stated on the certificate. If you will send it to me I will forward it to the company for transfer to the names of yourself and your sister alone.

If each of you would prefer to have your own certificate for one-half the total shares, let me know and we can take care of it that way.

If we can be of any assistance to you in connection with the sale of your house do not hesitate to call upon us.

Very truly yours,

A. W. BRUNER

By

D. K. GILMORE

Enclosure
DKG:JD

1 205

Mag
#6

Check delivered
to me 6/23/43

June 21, 1943

Alameda County-East Bay
Title Insurance Company
14th & Franklin Streets
Oakland, California

Re: Your Escrow No. 293929-Parcel 6

Gentlemen:

I return herewith your check to the order of Patterson, Brown and Morgan for \$150.00, sent to me at my request, for the reason that since the delivery of the Deed to the city which entitled them to the money and on May 23, 1943 Mr. Morgan passed away.

By reason of the fact that his interest in the property was only a life estate, I presume it would be in order for you to issue a new check, omitting his name.

We are acting as attorneys for his daughters, Mrs. Patterson and Mrs. Brown, in connection with the termination of his interest in the property, Probate No. 84143 and presume that you will need no further proof of his death.

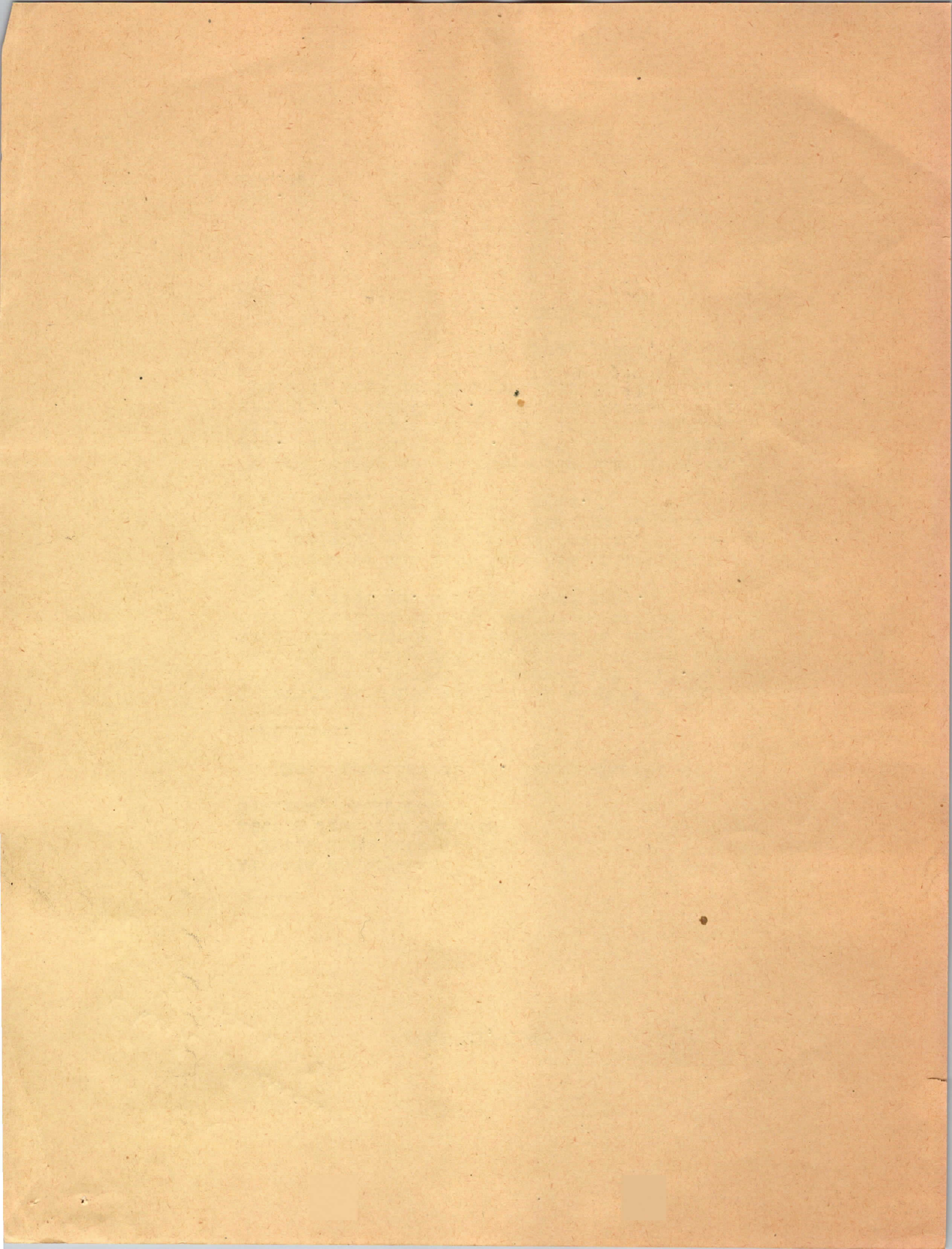
Very truly yours,

A. W. BRUNER

By

D. K. GILMORE

Enc. Check
DKG:JD



May 24, 1943

Alameda County-East Bay
Title Insurance Company
14th & Franklin Streets
Oakland, California

Re: Your Escrow No. 293929-6

Gentlemen:

I hand you herewith deed from Mr. Patterson, Mrs. Brown and Mr. Morgan to the City of San Leandro duly acknowledged, which you are authorized to record when you have for the account of the sellers the sum of \$150.00. From this sum you are authorized to deduct cost of revenue stamps on deed.

You will observe that the deed covers the interest of the grantors in the parcel covered by this escrow and also in the parcel covered by escrow subnumber 7.

If any further documents are required to clear title to the subnumber 6, please advise me. I believe the City Council has not passed a resolution accepting this deed. It will do so on its meeting on June 7.

Very truly yours

D. K. GILMORE

Enclosure
DKG:JD

