File No.:	190
Name (Previous Owner):	Harvey G. and Margaret I. Kappler
Assessor's Parcel No.:	
Address of Property:	Dolores Ave.
Year:	1943

Escrow 293929-4

5-18-43

IN THE CITY COUNCIL OF THE

CITY OF SAN LEANDRO

RESOLUTION NO. 598 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 HARVEY G. AND MARGARET I. KAPPLER, Dated APRIL 27, 1943, and authorizes the attachment of this resolution to such deed.

Introduced by Councilman Dalton and adopted this 18 day of October, 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. 598 C.M.S. the original of which was regularly adopted by the Council of the City of San Leandro, in regular meeting assembled on the 18th. day of October. 1943

E. F. Hutchings
City Clerk.

Recorded 29292-4

IN THE CITY COUNCIL OF THE

CITY OF SAN LEANDRO

RESOLUTION NO. 678 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 HARVEY G. AND MARGARET I. KAPPLER, Dated APRIL 27, 1943, and authorizes the attachment of this resolution to such deed.

Introduced by Councilman Walter and adopted this 18 day of October, 1943 by the following called vote:

AYES: Councilmen Walter, Hoover, Wilson, Thomas, Fenner (5)

NOES: None (0)

ABSENT: None (0)

Walter J. Fenner
Mayor of the City of San Leandro

Attest:

Ella M. Reilly
City Clerk

I hereby certify that the above is a true and correct copy of Resolution No. 598 C.M.S. the original of which was regularly adopted by the Council of the City of San Leandro, in regular meeting assembled on the 18th day of October, 1943

Ella M. Reilly
City Clerk.

city of San Leandro
San Leandro, Calif.

COMP.
DOC. FLAHERTY
BK CHRISTENSEN

INDEXED

RR 45712

DEED

Between: HARVEY G. KAPPLER and MARGARET I. KAPPLER, his wife, first parties,

And: CITY OF SAN LEANDRO, a municipal corporation, second party.

Dated: April 27, 1943

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

JUL 21 1944

In Liber 4566 Page 403
Official Records of Alameda Co. Cal.

COUNTY RECORDER

14

293929-4

D. H.

12F

THIS INDENTURE, made this 27th day of April, 1943, between HARVEY G. KAPPLER and MARGARET I. KAPPLER, his wife, first parties, and CITY OF SAN LEANDRO, a municipal corporation of the State of California, second party, herein called "City";

For and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, said first parties hereby grant and convey to City, and to its successors and assigns, for street and highway purposes only and subject to the conditions subsequent hereinafter set forth, that certain piece or parcel of land situate, lying and being in the City of San Leandro, County of Alameda, State of California, described as follows:

190

Beginning at a point on the Northern line of Maud Avenue distant thereon North 70° 35' East 339.388 feet from the intersection thereof with the Eastern line of Bancroft Avenue, formerly Santa Clara Avenue, as the same exists 80 feet wide, and 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; thence North 70° 35' East 100 feet; thence South 19° 25' East 30 feet; thence South 70° 35' West 100 feet to the actual point of beginning.

TO HAVE AND TO HOLD the said real property unto said City and its successors forever, for the sole purpose of maintaining therein and thereon a public street or highway, including all primary and secondary street or highway uses.

Should said real property at any time be used by the City for any purpose other than the purposes hereinbefore mentioned, or should the whole of said real property be officially closed and abandoned as a public street, then in any such event, or, if such closing and abandonment be of a portion only of said street or highway, then as to the portion so closed and abandoned, this grant shall immediately lapse and terminate and said real property shall revert to and revest in said first parties, their heirs and assigns.

IN WITNESS WHEREOF the said first parties have hereunto set their hands and seals the day and year first above written.

Harvey G. Kappler
Harvey G. Kappler

Margaret I. Kappler
Margaret I. Kappler

State of California
County of Alameda } ss.

On this 18th day of May, in the year One Thousand Nine Hundred and forty-three, before me, Henry Z. Jones, a Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared Harvey G. Kappler and Margaret I. Kappler, 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.

Henry Z. Jones, Notary Public
In and for said County of Alameda State of California

GENERAL ACKNOWLEDGMENT
411
628 SMITH BROTHERS, 474 13TH ST., OAKLAND

March 31, 1943

Mr. and Mrs. Harvey G. Kappler
670 Maud Ave.
San Leandro, Calif.

Dear Mr. and Mrs. Kappler:

I would appreciate it if one of you would come to my office at your convenience to discuss certain clouds on the title of Mr. Kelly's property next door to you, which you evidently created by mistake and should now remove by quitclaim deed.

Very truly yours,

D. K. GILMORE

DKG:LF

191

(96) - 268.92
- 150.00
118.92

PRELIMINARY REPORT NO. 293929-4 A
S.L./156

Issued by

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

14th and Franklin Streets, Oakland, California
Phone GLencourt 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

670 Manil
SW 1320

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

HARVEY G. KAPPLER by deed to him dated August 4, 1925 as to the Western 30 feet of said property, and in; HARVEY G. KAPPLER and MARGARET I. KAPPLER, his wife, as joint tenants, as to the remainder of said property.

Subject to:

1- Taxes for 1941-42 which are now a lien but not yet payable. Assessor's Block #521.

2- Deed of Trust, dated August 5, 1930, made by Harvey G. Kappler and Margaret I. Kappler, his wife, to Alameda County Title Insurance Company, a corporation, Trustee, to secure to Mary H. White, the payment of $4500.00, with interest, payable according to the terms of a promissory note of even date; also for further advances; reference is made to the record thereof for the particular provisions contained therein; recorded August 30, 1930, in Liber 2414 of Official Records, Page 368. (description therein does not include the Western 30 feet of the property hereinafter described). Alameda County-East Bay Title Insurance Company, a corporation, is now the trustee thereunder.

3- Declaration of Homestead by Harvey G. Kappler, the husband of Margaret I. Kappler, recorded August 30, 1930 in Book 2422 of Official Records, page 292. (the description therein does not include the Western 30 feet of the property hereinafter described).

4- Any effect of the deed from Violet H. Faustina, formerly Violet H. Reichert, to Vernon M. Reichert, dated November 4, 1931 and recorded November 6, 1931 in Book 2697 of Official Records, page 218, the description of which includes the Western 30 feet of the herein described property. The records of Alameda County do not disclose what interest, if any, the grantor had in and to said Western 30 feet; but any interest so conveyed is now vested in Violet H. Faustina.

PRELIMINARY REPORT NO. 293929-4 A
S.L./156

Issued by

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

14th and Franklin Streets, Oakland, California
Phone GLencourt 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

HARVEY G. KAPPLER by deed to him dated August 4, 1925 as to the Western 30 feet of said property, and in: HARVEY G. KAPPLER and MARGARET I. KAPPLER, his wife, as joint tenants, as to the remainder of said property.

Subject to:

1- Taxes for 1941-42 which are now a lien but not yet payable. Assessor's Block #521.

2- Deed of Trust, dated August 5, 1930, made by Harvey G. Kappler and Margaret I. Kappler, his wife, to Alameda County Title Insurance Company, a corporation, Trustee, to secure to Mary H. White, the payment of $4500.00, with interest, payable according to the terms of a promissory note of even date; also for further advances; reference is made to the record thereof for the particular provisions contained therein; recorded August 30, 1930, in Liber 2414 of Official Records, Page 555. (description therein does not include the Western 30 feet of the property hereinafter described). Alameda County-East Bay Title Insurance Company, a corporation, is now the trustee thereunder.

3- Declaration of Homestead by Harvey G. Kappler, the husband of Margaret I. Kappler, recorded August 30, 1930 in Book 2422 of Official Records, page 292. (the description therein does not include the Western 30 feet of the property hereinafter described).

4- Any effect of the deed from Violet H. Fausting, formerly Violet H. Reichert, to Vernon M. Reichert, dated November 4, 1931 and recorded November 6, 1931 in Book 2627 of Official Records, page 218, the description of which includes the Western 30 feet of the herein described property. The records of Alameda County do not disclose what interest, if any, the grantor had in and to said Western 30 feet; but any interest so conveyed is now vested in Violet H. Fausting.

FORM 105

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 Northern line of Maud Avenue distant thereon North 70° 35' East 339.388 feet from the intersection thereof with the Eastern line of Bancroft Avenue, formerly Santa Clara Avenue, as the same exists 80 feet wide; running thence along said line of Maud Avenue North 70° 35' East 100 feet; thence parallel with said line of Bancroft Avenue North 19° 25' West 316.50 feet; thence parallel with said line of Maud Avenue South 70° 35' West 100 feet; thence parallel with said line of Bancroft Avenue South 19° 25' East 316.50 feet to the point of beginning.

30

30

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 Divison 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.....

STANLEY J. SMITH, President
JAMES H. L'HOMMEDIEU, Vice President and Manager

B. A. FORSTERER, Vice President
H. E. McCARTHY, Vice President
B. R. AIKEN, Secretary and Treasurer

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

IN BUSINESS CONTINUOUSLY SINCE 1861

14TH AND FRANKLIN STREETS

OAKLAND, CALIFORNIA

GLENCOURT 2070

No. 293929-4

DESCRIPTION OF LAND TO BE TAKEN

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 distant thereon North 70° 35' East 339.388 feet from the intersection thereof with the Eastern line of Bancroft Avenue, formerly Santa Clara Avenue, as the same exists 80 feet wide, and 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; thence North 70° 35' East 100 feet; thence South 19° 25' East 30 feet; thence South 70° 35' West 100 feet to the actual point of beginning.

J

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

Does Hereby Insure **Policy No.** 293929-4
SL/156

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 July 21, 1944.

Alameda County—East Bay Title Insurance Company

By Stanley J. Smith President

By 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 Northern line of Maud Avenue distant thereon North 70° 35' East 339.388 feet from the intersection thereof with the Eastern line of Bancroft Avenue, formerly Santa Clara Avenue, as the same exists 80 feet wide, and 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; thence North 70° 35' East 100 feet; thence South 19° 25' East 30 feet; thence South 70° 35' West 100 feet to the actual point of beginning.

"C"

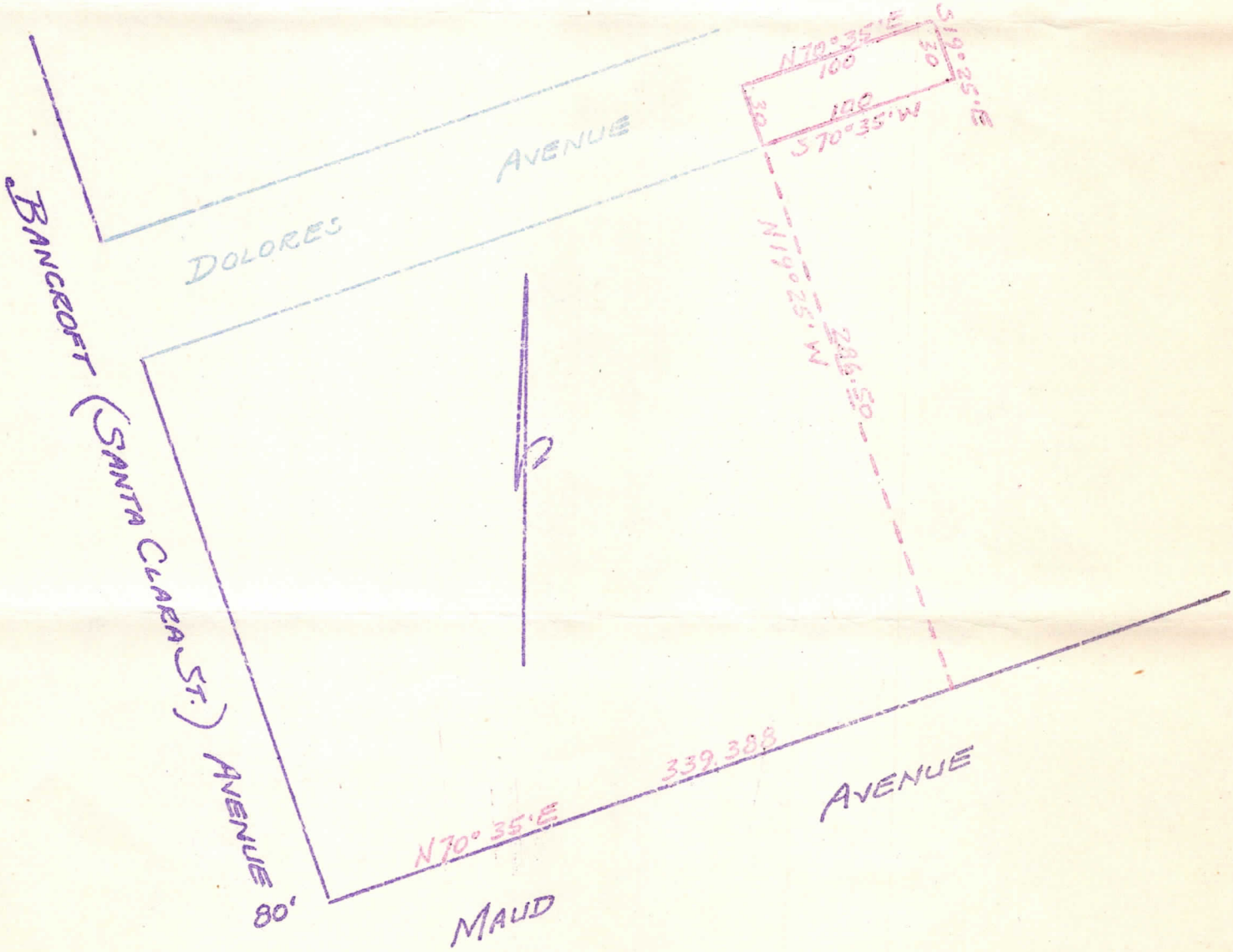
1- Taxes for 1944-45 which are now a lien but not yet payable. Assessor's Block #521-22

2- Provision in the deed from Harvey G. Kappler and Margaret I. Kappler, his wife, to City of San Leandro, a municipal corporation, dated April 27, 1943, recorded July 21, 1944, under Recorder's Series RR/45712, as follows:

"To have and to hold the said real property unto said City and its successors forever, for the sole purpose of maintaining therein and thereon a public street or highway, including all primary and secondary street or highway uses."

"Should said real property at any time be used by the City for any purpose other than the purposes hereinbefore mentioned, or should the whole of said real property be officially closed and abandoned as a public street, then in any such event, or, if such closing and abandonment be of a portion only of said street or highway, then as to the portion so closed and abandoned, this grant shall immediately lapse and terminate and said real property shall revert to and revest in said first parties, their heirs and assigns."

190



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.

FORM 114 50M 3-44 H H

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 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.

NOTICE OF ACTIONS OR CLAIMS TO BE GIVEN BY THE INSURED

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 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.

OPTION TO PAY INSURED OWNER OF INDEBTEDNESS AND BECOME OWNER OF SECURITY 5. The Company has the right and option, in case any loss is claimed under this policy by an insured owner of an indebtedness secured by mortgage or deed of trust, to pay such insured the indebtedness of the mortgagor or trustor under said mortgage or deed of trust, together with all costs which the Company is obligated hereunder to pay, in which case the Company shall become the owner of, and such insured shall at once assign and transfer to the Company said mortgage or deed of trust and the indebtedness thereby secured, and such payment shall terminate all liability under this policy to such insured.

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.

LIMITATION OF ACTION

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.

Escrow 293929-L

ALAMEDA COUNTY EAST BAY TITLE INSURANCE COMPANY

14TH AND FRANKLIN STREETS

OAKLAND CALIFORNIA

IN BUSINESS CONTINUOUSLY SINCE 1861

HARVEY HANSON - OAKLAND