

File No.: 198
Name (Previous Owner): Lena M. Snively
Assessor's Parcel No.:
Address of Property: Dolores Ave.
Year: 1943

11-22-43

IN THE CITY COUNCIL OF THE
CITY OF SAN LEANDRO
RESOLUTION NO. 614 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 LENA M. SNIVELY
dated November 22, 1943, and authorizes the attachment of this
resolution to such deed.

Introduced by Councilman *Groves* and adopted
this 20th day of December, 1943, by the following called vote:

AYES: Councilmen *Salton Groves Knies (5)*
Thomas Lawrence

NOES: *None* (0)

ABSENT: *None* (0)

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

Attest:

E. F. Hutchings

PARCEL NO. 23

Certified a true and correct copy.

E. F. Hutchings
City Clerk

CITY CLERK

certified a true and correct copy

INDEX NO. 32



[Handwritten signature]

[Handwritten signature]

APPROVED: *[Handwritten signature]*

(0)

NOTED: *[Handwritten signature]*

(0)

APPROVED: *[Handwritten signature]*

RESOLUTION NO. 119 OF THE BOARD OF SUPERVISORS

APPROVED AND PASSED BY THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO

THIS 23rd DAY OF DECEMBER, 1932

ATTEST: *[Handwritten signature]*

CITY CLERK

OF THE CITY AND COUNTY OF SAN FRANCISCO

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL

RESOLUTION NO. 119 OF THE BOARD OF SUPERVISORS
CITY OF SAN FRANCISCO
IN THE CITY COMMISSION OF THE

293929-23

David K. Gilmore
Best Building
San Francisco, Calif.

...in this certain mortgage excepted by ...
...authorized by act of Congress dated June 17, 1933, the mortgage named

INDEXED

RR 3610
Rel. of Mtg
HOME OWNERS LOAN CORPORATION

to
Lena M. Mively

RECORDED
NOLAN
GROSEY

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

JAN 20 1944

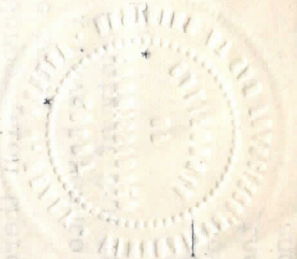
In Liber 4472 Page 308
Official Records of Alameda Co. Cal.

COUNTY RECORDER

14

120

8F



...this mortgage shall not in any manner ...
...the lien of said mortgage as to the lands therein described ...
...in the ...
...of December, 1933.

HOME OWNERS LOAN CORPORATION

COUNTY RECORDER

...in this ...
...of December, 1933, before me, ...
...of the state of California, in and for the city of ...
...of the state of California, in and for the city of ...

293929-23

52/156

PARTIAL RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That the HOME OWNERS' LOAN CORPORATION, a corporation of the United States of America, authorized by Act of Congress dated June 13, 1933, the mortgagee named in that certain mortgage executed by LENA M. SNIVELY, a single woman, as mortgagor, securing a debt of THREE THOUSAND EIGHTY-EIGHT and 04/100 DOLLARS (\$3088.04), bearing date of June 2, 1934, and recorded in the office of the County Recorder of Alameda County, State of California, in Liber 3077 of Official Records, Page 82, on June 22, 1934, for and in consideration of the sum of TEN and no/100 DOLLARS (\$10.00), and other valuable consideration, receipt whereof is hereby acknowledged, does hereby release from the lien of said mortgage that portion of the property therein described, situated in the County of Alameda, State of California, more particularly described as follows:

Beginning at a point on the Western line of the 2½ acre tract of land conveyed by Adolph Wimmer, et al, to J. N. Frank, by deed dated July 31, 1907 and recorded August 1, 1907 in Liber 1295 of Deeds, page 355, Alameda County Records, distant thereon North 19° 25' West 286.50 feet from the Northern line of Maud Avenue; running thence North 19° 25' West 30 feet; thence North 70° 35' East 86 feet; thence South 19° 25' East 30 feet; thence South 70° 35' West 86 feet to the point of beginning.

But this release shall not in any manner impair the validity of or affect the lien of said mortgage as to the lands therein described not hereby released.

IN WITNESS WHEREOF, said HOME OWNERS' LOAN CORPORATION has caused this instrument to be executed in its Corporate name and its Corporate seal to be hereunto affixed by its officer thereunto duly authorized at San Francisco, State of California, this 13th day of December, 1943.

CORPORATE SEAL

HOME OWNERS' LOAN CORPORATION

By [Signature]
Regional Treasurer

STATE OF CALIFORNIA)
City and County of San Francisco) ss.

On this 13th day of December, 1943, before me, ARTHUR J. HEALY, Court Commissioner for the Superior Court of the State of California, in and for the City and County of San Francisco, duly commissioned and sworn, personally appeared A. C. JOHNSON, known to me to be the Regional Treasurer of the Corporation that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco the day and year in this certificate first above written.

[Signature]
Court Commissioner for the Superior Court of the State of California, in and for the City and County of San Francisco.

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

On this 22nd day of November
in the year, A. D. nineteen hundred and forty-three, before me,

JACQUELINE DITTO a Notary Public in and for said County of
Alameda, State of California, duly commissioned and sworn, personally appeared

M.
LENA/SNIVELY

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



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

RR 3611

Deed

FROM

LENA M. SNIVELY

TO

CITY OF SAN LEANDRO,
A Municipal Corporation

Dated: November 22 1943

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

JAN 20 1944

4472 Page 309

In Liber
Official Records of Alameda Co. Cal.

COUNTY RECORDER

14

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

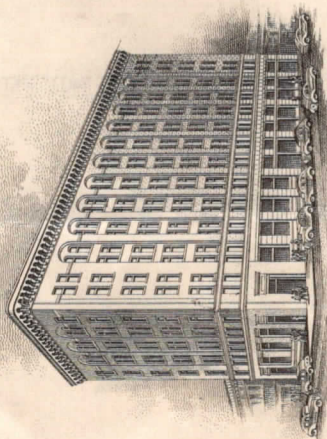
7F

D.H.

When Recorded Return to

*City of San Leandro
San Leandro, Calif.*

Charge to



14-TH AND FRANKLIN STREETS
OAKLAND, CALIFORNIA

293929-23

Deed

LENA M. SNIVELY, a single woman

the first party, hereby

Grants to CITY OF SAN LEANDRO, a Municipal Corporation

the second parties, 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 Western line of the 2- $\frac{1}{2}$ acre tract of land conveyed by Adolph Wimmer, et al, to J. N. Frank, by deed dated July 31, 1907 and recorded August 1, 1907 in Liber 1295 of Deeds, page 355, Alameda County Records, distant thereon North 19° 25' West 286.50 feet from the Northern line of Maud Avenue; running thence North 19° 25' West 30 feet; thence North 70° 35' East 86 feet; thence South 19° 25' East 30 feet; thence South 70° 35' West 86 feet to the point of beginning.

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In Witness Whereof, the said first party has executed this
22nd day of November, 1943

Lena M. Snively

B

Amount, \$ 129.00

Number 293929-23
SL/156



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 twenty-nine and no/100 (129.00)

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:

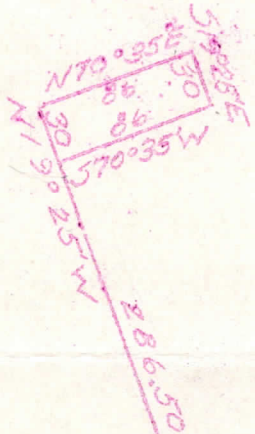
Second Installment of City of San Leandro Taxes for 1943-44 which is now a lien and payable. Amount \$9.21. Bill #4869. Assessor's Block #515-516.

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 Western line of the 2- $\frac{1}{2}$ acre tract of land conveyed by Adolph Wimmer, et al, to J. N. Frank, by deed dated July 31, 1907 and recorded August 1, 1907 in Book 1295 of Deeds, page 355, Alameda County Records, distant thereon North 19° 25' West 286.50 feet from the Northern line of Maud Avenue; running thence North 19° 25' West 30 feet; thence North 70° 35' East 86 feet; thence South 19° 25' East 30 feet; thence South 70° 35' West 86 feet to the point of beginning.



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 inaccuracies in the location and dimensions delineated thereon that an accurate field survey of the real property may disclose.

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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.

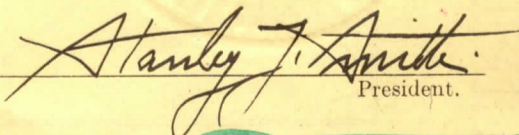
CONDITIONS OF THIS POLICY

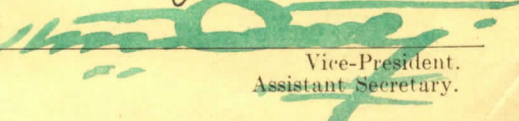
1. The Company hereby insures a marketable title such as a court of competent jurisdiction would uphold in an action for specific performance.
2. The Company may and will, at its own expense, defend the Insured in all actions or proceedings founded on a record claim of title or encumbrance prior in date 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

20th day of January, 1944, at 9:00 o'clock, A. M.

Alameda County-East Bay Title Insurance Company.

By  President.

By  Vice-President.
Assistant Secretary.

NUMBER
293929-23

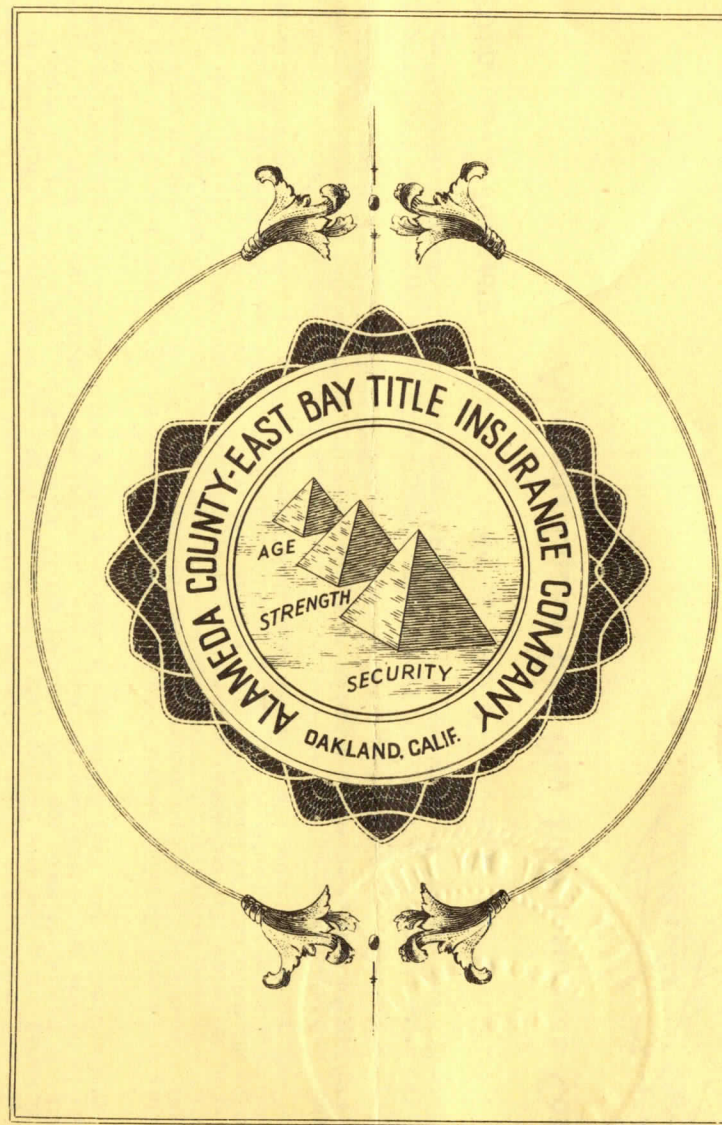
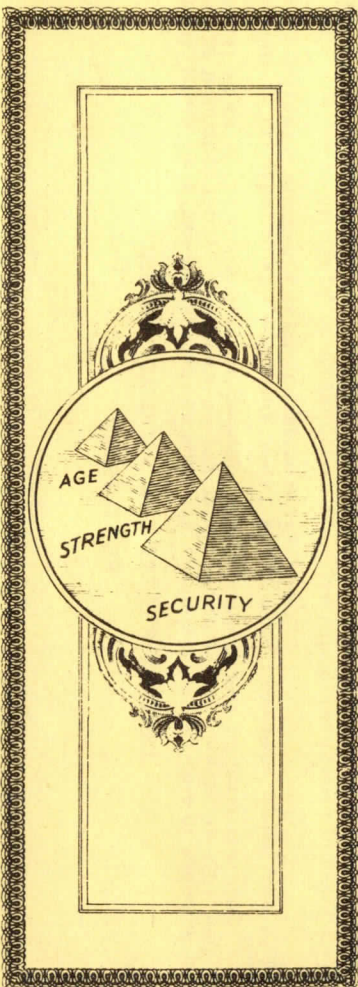
ALAMEDA COUNTY
EAST BAY TITLE
INSURANCE COMPANY



14TH AND FRANKLIN STREETS
OAKLAND,
CALIFORNIA

POLICY OF TITLE INSURANCE
ISSUED TO

CITY OF SAN LEANDRO,
a Municipal Corporation.



PRELIMINARY REPORT NO. 293929-23 W
SL/156 D

Issued by

**ALAMEDA COUNTY-EAST BAY
TITLE INSURANCE COMPANY**

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

199
266.17
~~237.27~~ 253.00
- 129.00
102.27
\$ 124.02
137.17
net loss

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

LENA M. SNIVELY, described as a single woman in deed to her dated March 30, 1934.

810 mand
SW 1208

Subject to:

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

2- Mortgage, dated June 2, 1934, made by Lena M. Snively to Home Owners' Loan Corporation, to secure the payment of \$3088.04 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 June 22, 1934 in Liber 3077 of Official Records, page 82.

Recorded June 23, 1924 in First Book of Official Records, Page 83.
Record thereof for the Department of Education contained therein:
Note of Alexander, also for further advances: Reference is made to the
\$2000.00 of which interest, balance according to the terms of a promissory
note to Home Owners, Loan Corporation, to secure the payment of
S- mortgage, dated June 5, 1924, made by John M.

Let balance, variance, a block of 212-212.

I- James for 1921-22 under the law & then, but not

subject to:

due to per dated March 20, 1924.

REMY N. ZIVERT, described as a single woman in
heretofore the title to said land, at the date thereof is vested in
is situated UTAHEDY COUNTY, UTAH BY THE INSURANCE COMPANY, a corporation.
After an examination of the records of the County in which the land described

has resided, California

is City of San Francisco

No having remained until the fee is paid and Policy issued
there between the date thereof and the date of said Policy.

The said Policy will show the final status of the title after the recording of any instru-

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

THE INSURANCE COMPANY
UTAHEDY COUNTY, UTAH

BY _____
SHERIFF OF THE COUNTY OF _____

EX-120 D
562833-33 M

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 stake on the Northerly line of Maud Avenue, set at the Southwest corner of a 2-1/2 acre tract of land conveyed by Adolph Wimmer, et al, to J. N. Frank, by deed bearing date July 31, 1907 and recorded in the office of the County Recorder of Alameda County, in Book 1295 of Deeds, page 355; and running thence along the Northerly line of Maud Avenue North 70° 35' East 86 feet to a stake; thence North 19° 25' West 316.50 feet to a stake; thence South 70° 35' West 86 feet to a stake in the Westerly line of above described 2-1/2 acre tract; thence South 19° 25' East along the said last mentioned line 316.50 feet to the point of beginning.

Containing 625/1000 (.625) acre of land, more or less.

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 

STANL
JAMES

H. PRESIDENT
MEDIEU, 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. 293929-23

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 Western line of the $2\frac{1}{2}$ acre tract of land conveyed by Adolph Wimmer, et al, to J. N. Frank, by deed dated July 31, 1907 and recorded August 1, 1907 in Liber 1295 of Deeds, page 355, Alameda County Records, distant thereon North $19^{\circ} 25'$ West 286.50 feet from the Northern line of Maud Avenue; running thence North $19^{\circ} 25'$ West 30 feet; thence North $70^{\circ} 35'$ East 86 feet; thence South $19^{\circ} 25'$ East 30 feet; thence South $70^{\circ} 35'$ West 86 feet to the point of beginning.

143.25