

Deed

339

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

ANNA BERNARDETT PERRY, a single woman

hereby

GRANTS to CITY OF SAN LEANDRO, a Municipal Corporation

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 eastern line of Washington Avenue, distant thereon 40 feet northerly from the point of intersection thereof with the northern line of Palm Drive, formerly Palm Court, as the said Palm Court was conveyed by Minnie M. Pelton and Allen E. Pelton, her husband, to City of San Leandro, by deed, dated June 18, 1917 and recorded June 19, 1917 in Book 2567 of Deeds, at page 324; running thence northerly along said line of Washington Avenue, 37.66 feet; thence easterly parallel with said line of Palm Drive, 120 feet; thence southerly parallel with said line of Washington Avenue, 37.66 feet; and thence westerly parallel with said line of Palm Drive, 120 feet to the point of beginning.

DATED August 27, 1957

Anna Bernadett Perry

STATE OF CALIFORNIA } ss.
COUNTY OF ALAMEDA }

On August 27, 1957 before me, the undersigned
a Notary Public in and for said County and State personally appeared

ANNA BERNARDETT PERRY

known to me to be the person whose name is subscribed to the
within instrument, and acknowledged to me that s he executed the same.

(SEAL)

Louise Marks
Notary Public in and for said County and State.

When recorded mail to:

Name City Clerk

Address City Hall, City of San Leandro

City California State

Form 70 Appl. No. H559714 A/c

AM95430

FOR RECORDER'S USE ONLY

RECORDED at REQUEST OF
Alameda County
East Bay Title Ins. Co.

M.

SEP 25 1957

BOOK 8478 PAGE 33

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
Thomas W. Fitzsimmons
COUNTY RECORDER

D.H.

AM95430

INDEXED

Deed

FROM

TO

Dated:

19

ALAMEDA COUNTY - EAST BAY
TITLE INSURANCE COMPANY

MAIN OFFICE
1510 WEBSTER STREET
OAKLAND, CALIFORNIA

HAYWARD OFFICE
1165 A - STREET
HAYWARD, CALIFORNIA

Fee \$ 129.00 -

Number H-559714
SL/104-B

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

A CORPORATION OF OAKLAND, CALIFORNIA

AND

TITLE INSURANCE AND TRUST COMPANY

A CORPORATION OF LOS ANGELES, CALIFORNIA

HEREIN CALLED THE COMPANIES, FOR A VALUABLE CONSIDERATION PAID FOR THIS

POLICY OF TITLE INSURANCE

Do Hereby Insure

CITY OF SAN LEANDRO, a Municipal corporation,

together with the persons and corporations included in the definition of "the insured" as set forth in the stipulations of this policy, against loss or damage not exceeding **Sixteen thousand five hundred and no/100**
(16,500.00) dollars,

which the insured shall sustain by reason of:

1. Title to the land described in SCHEDULE C being vested, at the date hereof, otherwise than as herein stated; or
2. Unmarketability, at the date hereof, of the title to said land of any vestee named herein, unless such unmarketability exists because of defects, liens, encumbrances, or other matters shown or referred to in SCHEDULE B; or
3. Any defect in, or lien or encumbrance on, said title, existing at the date hereof, not shown or referred to in SCHEDULE B; or
4. Any defect in the execution of any mortgage or deed of trust shown in Schedule B 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
5. 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 B, such mortgage or deed of trust being shown in the order of its priority in PART TWO of SCHEDULE B;

all subject, however, to SCHEDULES A, B, and C and the STIPULATIONS herein, all of which schedules and stipulations are hereby made a part of this policy.

SCHEDULE A

On **September 25, 1957**
SCHEDULE C is vested in:

at **2:30**

o'clock, p.m., the title to the land described in

CITY OF SAN LEANDRO, a Municipal corporation.

SCHEDULE B

This policy does not insure against loss by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust shown in Part Two is expressly insured in Paragraphs numbered 4 and 5 on the first page of this policy.

PART ONE: This part of Schedule B refers to matters which, if any such exist, may affect the title to said land, but which are not shown in this policy:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing agency or by the public records; and easements, liens, or encumbrances which are not shown by the public records.
2. Rights or claims of persons in possession of said land which are not shown by the public records.
3. Any facts, rights, interests, or claims which are not shown by the public records, 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 laws, governmental acts or regulations, including but not limited to zoning ordinances, restricting, regulating or prohibiting the occupancy, use or enjoyment of the land or any improvement thereon, or any zoning ordinances prohibiting a reduction in the dimensions or area, or separation in ownership, of any lot or parcel of land; or the effect of any violation of any such restrictions, regulations or prohibitions.

SCHEDULES B (Continued) AND C

PART TWO: This part of SCHEDULE B shows liens, encumbrances, defects and other matters affecting the title to said land or to which said title is subject:

General and Special County and City taxes for the year 1957-58 now a lien but not yet payable nor determined as to amount.

SCHEDULE C

Description of the land, title to which is insured by this policy:

All that lot of land situated in the City of San Leandro, County of Alameda, State of California, described as follows:

Beginning at a point on the eastern line of Washington Avenue, distant thereon 40 feet northerly from the point of intersection thereof with the northern line of Palm Drive, formerly Palm Court, as the said Palm Court was conveyed by Minnie M. Pelton and Allen E. Pelton, her husband, to City of San Leandro, by deed dated June 18, 1917, and recorded June 19, 1917 in Book 2567 of Deeds, at page 324; running thence northerly along said line of Washington Avenue, 37.66 feet; thence easterly parallel with said line of Palm Drive, 120 feet; thence southerly parallel with said line of Washington Avenue, 37.66 feet; and thence westerly parallel with said line of Palm Drive, 120 feet to the point of beginning.

STIPULATIONS

Scope of Coverage 1. This policy does not insure against, and the Companies 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, claims, 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 Companies in writing prior to the issuance of this policy or appeared at the date of this policy on the public records. Any rights or defenses of the Companies 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. Notice of Actions or Claims to be Given by the Insured 2. The Companies at their own cost shall defend the insured in all litigation consisting of actions or proceedings against the insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of said land in satisfaction of any indebtedness, the owner of which is insured by this policy, which litigation is 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 litigation shall become known to any insured, or in case knowledge shall come to any insured of any claim of title or interest which is adverse to the title as insured or which might cause loss or damage for which the Companies shall or may be liable by virtue of this policy, such insured shall notify the Companies thereof in writing. If such notice shall not be given to the Companies at least two days before the appearance day in any such litigation, or if such insured shall not, in writing, promptly notify the Companies 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 Companies as to each insured having such knowledge shall cease and terminate; provided, however, that failure to so notify the Companies shall in no case prejudice the claim of any insured unless the Companies shall be actually prejudiced by such failure. The Companies shall have the right to institute and prosecute any action or proceeding or do any other act which, in their 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 Companies to prosecute or defend any action or proceeding, the insured shall secure to them in writing the right to so prosecute or defend such action or proceeding, and all appeals therein, and permit them to use, at their option, the name of the insured for such purpose. Whenever requested by the Companies the insured shall assist the Companies 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 Companies, and the Companies shall reimburse the insured for any expense so incurred. The Companies shall be subrogated to and be entitled to all costs and attorneys' fees incurred or expended by the Companies, which may be recoverable by the insured in any litigation carried on by the Companies 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 by the public records.

Notice of Loss. Limitation of Action 3. A statement in writing of any loss or damage for which it is claimed the Companies are liable under this policy shall be furnished to the Companies 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 Companies 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 Companies of such written statement.

Option to Pay, Settle, or Compromise Claims 4. The Companies reserve 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 Companies are obligated hereunder to pay, shall terminate all liability of the Companies hereunder, including all obligations of the Companies with respect to any litigation pending and subsequent costs thereof.

Subrogation Upon Payment or Settlement 5. Whenever the Companies shall have settled a claim under this policy, they 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 Companies 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 Companies such rights, securities, and remedies, and shall permit the Companies 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 6. The Companies have 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 Companies are obligated hereunder to pay, in which case the Companies shall become the owners of, and such insured shall at once assign and transfer to the Companies, said mortgage or deed of trust and the indebtedness thereby secured, and such payment shall terminate all liability under this policy to such insured.

Payment of Loss and Costs of Litigation. Indorsement of Payment on Policy 7. The Companies will pay, in addition to any loss insured against by this policy, all costs imposed upon the insured in litigation carried on by the Companies for the insured, and in litigation carried on by the insured with the written authorization of the Companies, but not otherwise. The liability of the Companies under this policy shall in no case exceed, in all, the actual loss of the insured and costs which the Companies are obligated hereunder to pay, and in no case shall such total liability exceed the amount of this policy and said costs. All payments under this policy shall reduce the 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 Companies to the insured owner of said land. No payment may be demanded by any insured without producing this policy for indorsement 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 B, 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.

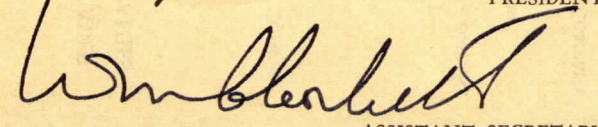
Definition of Terms 9. The following terms when used in this policy mean:
(a) "named insured": the persons and corporations named as insured on the first page of this policy;
(b) "the insured": such named insured together with (1) each successor in ownership of any indebtedness secured by any mortgage or deed of trust shown in Schedule B, the owner of which indebtedness is named herein as an insured, (2) any such owner or successor in ownership of any such indebtedness who acquires the land described in Schedule C, or any part thereof, by lawful means in satisfaction of said indebtedness or any part thereof, (3) any governmental agency or instrumentality acquiring said land under an insurance contract or guarantee insuring or guaranteeing said indebtedness or any part thereof, and (4) 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;
(c) "land": the land described specifically or by reference in Schedule C and improvements affixed thereto which by law constitute real property;
(d) "date": the exact day, hour and minute specified in the first line of Schedule A (unless the context clearly requires a different meaning);
(e) "taxing agency": the State and each county, city and county, city and district in which said land or some part thereof is situated that levies taxes or assessments on real property;
(f) "public records": those public records which, under the recording laws, impart constructive notice of matters relating to said land.

Written Indorsement Required to Change Policy 10. No provision or condition of this policy can be waived or changed except by writing indorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, or an Assistant Secretary of each of the Companies.

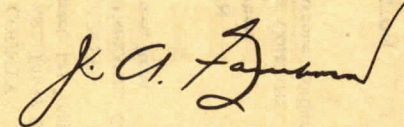
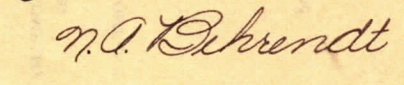
Notices: Where Sent 11. All notices required to be given the Companies and any statement in writing required to be furnished the Companies shall be addressed to them at 1510 Webster Street, Oakland, California.

In Witness Whereof, each of the Companies has caused its corporate name and seal to be hereunto affixed by its duly authorized officers as of the day and hour set forth in SCHEDULE A hereof.

TITLE INSURANCE AND TRUST COMPANY

By  PRESIDENT
 ASSISTANT SECRETARY
Attest

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

By  PRESIDENT
 ASSISTANT SECRETARY
Attest

TITLE SERVICES AVAILABLE
AT OFFICES OF
TITLE INSURANCE AND TRUST COMPANY

IN
CALIFORNIA

FRESNO COUNTY
1117 Van Ness Avenue, Fresno
1469 Belmont Avenue, Fresno

INYO-MONO COUNTIES
149 North Edwards Street, Independence

KERN COUNTY
17th and "I" Streets, Bakersfield
1331 Chester Avenue, Bakersfield

LOS ANGELES COUNTY
HOME OFFICE
433 South Spring Street, Los Angeles
126 West Third Street, Los Angeles
145 North Broadway, Los Angeles

ORANGE COUNTY
416 North Main Street, Santa Ana

SAN LUIS OBISPO COUNTY
777 Higuera Street, San Luis Obispo

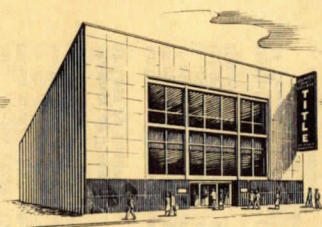
SANTA BARBARA COUNTY
36 East Figueroa Street, Santa Barbara

TULARE COUNTY
320 West Main Street, Visalia

VENTURA COUNTY
101 South Chestnut Street, Ventura

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

**POLICY OF
TITLE INSURANCE**



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

DATING BACK TO 1861

MAIN OFFICE
1510 WEBSTER STREET
OAKLAND, CALIFORNIA

HAYWARD OFFICE
1165 "A" STREET
HAYWARD, CALIFORNIA

TITLE SERVICES ALSO AVAILABLE
THROUGH ASSOCIATE COMPANIES

IN
CALIFORNIA

IMPERIAL COUNTY
PIONEER TITLE INSURANCE AND TRUST COMPANY
600 Main Street, El Centro

RIVERSIDE COUNTY
RIVERSIDE TITLE COMPANY
3940 Main Street, Riverside

SAN BERNARDINO COUNTY
PIONEER TITLE INSURANCE AND TRUST COMPANY
HOME OFFICE
440 Court Street, San Bernardino

SAN DIEGO COUNTY
UNION TITLE INSURANCE AND TRUST COMPANY
1028 Second Avenue, San Diego

NEVADA
CLARK COUNTY
ESMERALDA COUNTY
LINCOLN COUNTY
NYE COUNTY
WHITE PINES COUNTY
PIONEER TITLE INSURANCE AND TRUST COMPANY
125 South Fourth Street, Las Vegas
WASHOE COUNTY
WASHOE COUNTY TITLE INSURANCE COMPANY
27 East First Street, Reno

OREGON
(19 Counties)
TITLE AND TRUST COMPANY
321 S. W. Fourth Avenue, Portland

WASHINGTON
(24 Counties)
WASHINGTON TITLE INSURANCE COMPANY
803 Second Avenue, Seattle

AM95430

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 3397 C.M.S.

RESOLUTION ACCEPTING DEED
(Anna Bernardett Perry)

559714 SL104-B

Whereas, there has been presented to this Council a certain Deed dated August 27, 1957, to a parcel of land more fully described in the said Deed to the same executed by Anna Bernardett Perry, a single woman, to the City of San Leandro, a municipal corporation, duly acknowledged and delivered to the City of San Leandro:

Now, therefore, the City Council of the City of San Leandro does RESOLVE as follows:

That said Deed and the land therein described be and the same is hereby accepted by the said City of San Leandro.

Introduced by Councilman **Maltester** and passed and adopted this 17th day of September, 1957, by the following called vote:

AYES:	Councilmen: Gill, Kant, Maltester, Swift, Knick	(5)
		()
NOES:	Councilmen: Frazier	(1)
ABSENT:	Councilmen: Bellini	(1)

Thomas Knick
Mayor of the City of San Leandro

ATTEST:

H. H. Burbank
H. H. Burbank, City Clerk

9-17-57-z

I, the undersigned, H. H. Burbank, City Clerk of the City of San Leandro, hereby certify the foregoing to be a full, true and correct copy of Resolution No. 3397 C.M.S. adopted at a meeting of said City Council on September 17, 1957, at San Leandro, California.

9-18-57

H. H. Burbank
City Clerk

57-655



UNITED STATES DEPARTMENT OF AGRICULTURE
WASHINGTON, D. C.
OFFICE OF THE SECRETARY
DIVISION OF ENTOMOLOGY
WASHINGTON, D. C.

[Handwritten signature]

[Handwritten signature]

RECEIVED
JAN 10 1918
U. S. DEPT. OF AGRICULTURE
DIVISION OF ENTOMOLOGY
WASHINGTON, D. C.

TO THE SECRETARY OF AGRICULTURE
WASHINGTON, D. C.

FROM THE DIRECTOR OF ENTOMOLOGY
WASHINGTON, D. C.

SUBJECT: [Illegible]

REFERENCE: [Illegible]

RE: [Illegible]

DATE: [Illegible]

BY: [Illegible]

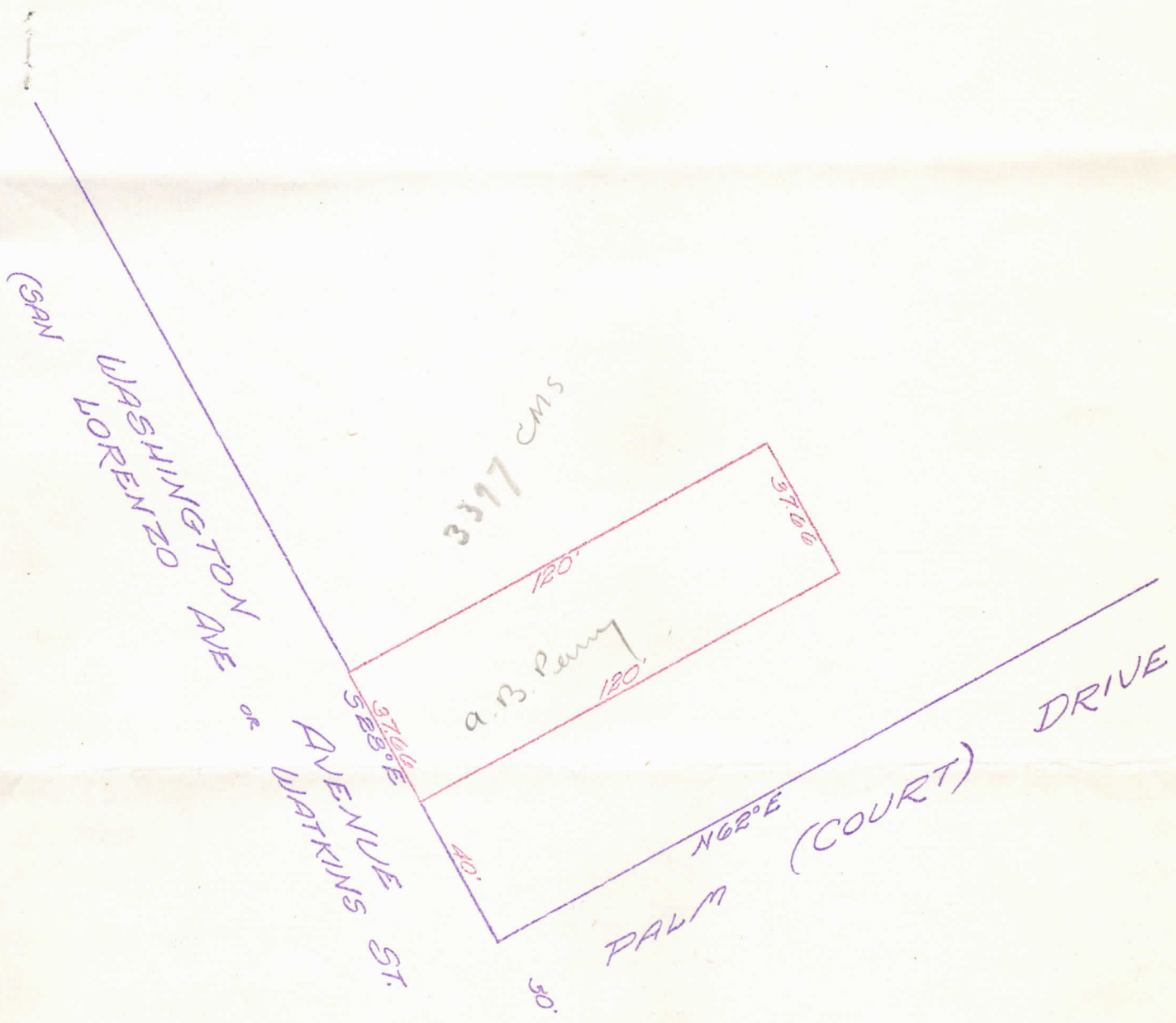
FOR THE DIRECTOR: [Illegible]

BY: [Illegible]

U. S. DEPT. OF AGRICULTURE

U. S. DEPT. OF AGRICULTURE

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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.

