

RECORDING REQUESTED BY
TI SL/171132
E-84, 24, 32 and 33

RECORDED at REQ OF
Title Insurance & Trust Co.
At 9 A. M.

RE: 2817 IM: 884

001

770

AND WHEN RECORDED MAIL TO

MAR 31 1971

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
JACK G. BLUE
COUNTY RECORDER

71-36249

Name City of San Leandro
Street Address 835 East 14th street
City & State San Leandro, California

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name To be cancelled as to this
Street Address portion as of acquisition
City & State

DOCUMENTARY TRANSFER TAX \$ none
☒ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
☐ COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
REMAINING THEREON AT TIME OF SALE.

Title Insurance and Trust Company

Signature of declarant or agent determining tax-firm name

CITY OF San Leandro ☐ Unincorporated

TO 402 CA (6-67)

Quitclaim Deed

AFFIX \$ I. R. STAMPS ABOVE

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Stephen Gale Herrick, as his sole and separate property

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to
City of San Leandro, a municipal corporation

the following described real property in the City of San Leandro county of ALAMEDA
state of California:

Beginning at the intersection of the centerline of 143rd Avenue, as shown on said map, with the said southwestern line of the Western Pacific Railway Company property; thence along said centerline, south 48° 00' west 162.32 feet, more or less, to a line drawn parallel with the north-eastern line of said lot 7, and 87.40 feet, measured at right angles, southwesterly therefrom; thence along said parallel line, north 48° 00' west 25.00 feet to the aforementioned northwestern line of 143rd Avenue; thence along said northwestern line of 143rd Avenue, north 42° 00' east 161.66 feet, more or less, to the said southwestern line of the Western Pacific Railway Company property; thence along said southwestern line, southeasterly 25.01 feet to the point of beginning.

The above described parcel contains 4050 square feet, more or less.

Dated March 18, 1971

Stephen Gale Herrick
Stephen Gale Herrick

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.

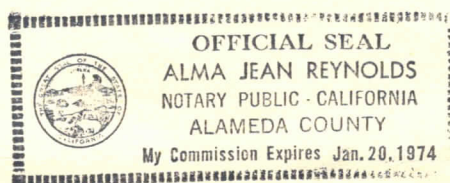
On March 26, 1971, before me, the under-
signed, a Notary Public in and for said State, personally appeared
Stephen Gale Herrick

_____, known to me
to be the person whose name **is** subscribed to the within
instrument and acknowledged that **he** executed the same.
WITNESS my hand and official seal.

Signature *Alma Jean Reynolds*
Alma Jean Reynolds

Name (Typed or Printed)

If executed by a Corporation the Corporation Form
of Acknowledgment must be used.



(This area for official notarial seal)

Title Order No.

Escrow or Loan No. SL/171132

MAIL TAX STATEMENTS AS DIRECTED ABOVE



19

71-36249

QUITCLAIM DEED



Title Insurance
and
Trust Company

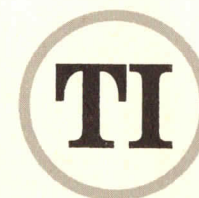
COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

QUITCLAIM DEED



Title Insurance
and
Trust Company

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

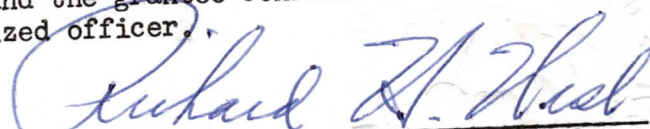


RE: 2817 IM: 885

71-36249

This is to certify that the interest in real property conveyed by Deed or Grant, dated March 18, 1971, from Stephen Gale Herrick, as his sole and separate property to the City of San Leandro, a municipal corporation, is hereby accepted on behalf of the City Council of the City of San Leandro, pursuant to authority conferred by Resolution of the City Council adopted on June 19, 1961, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: March 18, 1971


R. H. West, City Clerk of the City of San Leandro

O P T I O N

In consideration of TEN AND NO/100----- (\$ 10.00)DOLLARS,
THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, I HEREBY GIVE TO The CITY OF SAN
LEANDRO, a Municipal Corporation----- HEREINAFTER REFERRED
TO AS OPTIONEE, THE OPTION OF BUYING, FOR THE FULL PRICE OF ONE THOUSAND SIX
HUNDRED TWENTY THREE AND NO/100----- (\$ 1,623.00)DOLLARS,
THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF San Leandro --
COUNTY OF Alameda -----, STATE OF CALIFORNIA, AND MORE PARTICULARLY
DESCRIBED AS FOLLOWS, TO WIT: -----

OPTIONEE SHALL HAVE THE RIGHT TO CLOSE THIS APPLICATION AT ANY TIME WITHIN
90 days ----- FROM DATE HEREOF, AND I AGREE TO EXECUTE AND DELIVER TO
OPTIONEE, OR TO ANY ONE NAMED BY OPTIONEE, A GOOD AND SUFFICIENT GRANT DEED. ON
EXECUTION OF SAID DEED I AM TO BE PAID THE FURTHER SUM OF ONE THOUSAND SIX HUNDRED
THIRTEEN AND NO/100----- (\$ 1,613.00)DOLLARS, IN FULL PAYMENT
OF THE PURCHASE PRICE OF SAID REAL PROPERTY: BUT IF SAID OPTION IS NOT CLOSED
WITHIN 90 days ----- FROM DATE HEREOF, I AM TO RETAIN THE SAID SUM OF
TEN AND NO/100----- (\$ 10.00) DOLLARS, SO PAID AS AFORESAID, AS LIQUIDATED
DAMAGES. IF SAID OPTION IS CLOSED WITH THE SAID 90 days -----, THE
AMOUNT PAID AS AFORESAID IS TO BE APPLIED TOWARDS THE PURCHASE PRICE. TIME IS
OF THE ESSENCE OF THIS CONTRACT.

DATED THIS 11th -- DAY OF December -----, 1920-----.

Stephen J. Hancock

State of California)
County of Alameda) ss

On this ----- day of ----- 19-----, before me, the undersigned
Notary Public, personally appeared -----

Known to me to be the person described in and whose name ----- subscribed
to and who executed the within instrument and acknowledged to me that -----
executed the same.

Notary Public in and for said County and State -----

Notary Name Typed -----
My Commission Expires: -----

Real property in the City of San Leandro, County of Alameda, State of California, described as follows:

Portions of Lots 6 and 7, as said lots are shown on the map of the L. Knox Tract, filed April 13, 1893, in Map Book 14, page 10, Alameda County Records, described as follows:

Parcel 1: (Acquire in fee)

Beginning at the intersection of the northwestern line of 143rd Avenue, formerly Knox Avenue, as shown on said map, with the southwestern line of the strip of land, 80 feet wide, conveyed to Western Pacific Railway Company by deed dated January 26, 1907, recorded February 8, 1907, in Book 1307 of Deeds, page 199, Alameda County Records; thence along the said northwestern line of 143rd Avenue, south $42^{\circ} 00'$ west 161.66 feet, more or less, to a line drawn parallel with the northeastern line of said lot 7, and 87.40 feet, measured at right angles, southwesterly therefrom; thence along said parallel line, north $48^{\circ} 00'$ west 5.00 feet to a line parallel with the said northwestern line of 143rd Avenue; thence along the last said parallel line, north $42^{\circ} 00'$ east 161.52 feet, more or less, to the said southwestern line of the Western Pacific Railway Company property; thence along said southwestern line, southeasterly 5.00 feet to the point of beginning.

The above described parcel of land contains 808 square feet, more or less.

Parcel 2; (Acquire by Quit - Claim)

Beginning at the intersection of the centerline of 143rd Avenue, as shown on said map, with the said southwestern line of the Western Pacific Railway Company property; thence along said centerline, south $48^{\circ} 00'$ west 162.32 feet, more or less, to a line drawn parallel with the northeastern line of said lot 7, and 87.40 feet, measured at right angles, southwesterly therefrom; thence along said parallel line, north $48^{\circ} 00'$ west 25.00 feet to the aforementioned northwestern line of 143rd Avenue; thence along said northwestern line of 143rd Avenue, north $42^{\circ} 00'$ east 161.66 feet, more or less, to the said southwestern line of the Western Pacific Railway Company property; thence along said southwestern line, southeasterly 25.01 feet to the point of beginning.

The above described parcel 2 contains 4050 square feet, more or less.

Parcel 3; (Acquire for slope easement)

Commencing at the intersection of the northwestern line of 143rd Avenue, formerly Knox Avenue, as shown on said map, with the said southwestern line of the Western Pacific Railway Company property; thence along said southwestern line, northwesterly 5.00 feet to the actual point of beginning; thence parallel with the said northwestern line of 143rd Avenue, south $42^{\circ} 00'$ west 161.52 feet, more or less, to a line drawn parallel with the northeastern line of said lot 7, and 87.40 feet, measured at right angles, southwesterly therefrom; thence along the last mentioned parallel line, north $48^{\circ} 00'$ west 1.00 feet; thence north $39^{\circ} 07' 45''$ east 161.49 feet, more or less, to the said southwestern line of the Western Pacific Railway Company property; thence along said southwestern line, southeasterly 9.00 feet to the actual point of beginning.

The above described parcel 3 contains 807 square feet, more or less.

OPTIONOR SHALL PAY FOR THE INSTALLATION OF CURBS, GUTTERS, SIDEWALKS AND DRIVEWAY APPROACHES.

OFFICE OF THE
CITY MANAGER



CITY OF SAN LEANDRO

CITY HALL - 835 EAST 14TH STREET
SAN LEANDRO, CALIFORNIA

March 5, 1971

Title Insurance & Trust Company
1409 Washington Avenue
San Leandro, California 94577

Gentlemen:

Please refer to your escrow #171132, dated August 25, 1971, property located at 635-143rd Avenue.

Enclosed are the following: A city warrant in the amount of \$448.40, a copy of an option describing the property to be conveyed, and a signed but undated certificate of authorization by the City Clerk accepting the deed on behalf of the City. Full price of the property being taken is \$1,623--\$10.00 was paid to the owner at the time of taking the option and there is an amount of \$1,164.60 owed to the City by the owner for concrete work (see enclosed letter). Net balance to seller is \$448.40.

Will you please prepare a deed describing the optioned property, conveying title from Stephen G. Herrick to the City of San Leandro, a Municipal Corporation. Taxes are to be prorated as of the date of recording the deed and a check made payable to the Board of Supervisors of Alameda County to cover the accrued current real property taxes to the date of recordation (including any current personal property taxes which are secured by a lien on the real property). By separate copy of this letter I am requesting the present owner to contact you to sign the deed. Upon recordation of the deed and issuance of the policy of title insurance, showing title vested in the City free and clear of all liens and encumbrances, you are authorized to deliver payment to the person entitled thereto.

Please have the deed recorded and returned to the City Manager's Office, City Hall, San Leandro, California. Please make a note of this last instruction on the back of the deed. Also, send title insurance and closing statement to the City Manager's Office.

If you have any questions, please contact me.

Very truly yours,

L. E. Riordan
Assistant City Manager

LER:ed
Enclosures
cc: City Clerk ✓
Finance Office
S. G. Herrick

2. 3. Helms
Finance Office
cc: City Clerk
Enclosures
RE:ed

Assistant City Manager
R. E. Gordon

Very truly yours,

If you have any questions, please contact me.

to the City Manager's Office.
from on the back of the deed. Also, send title insurance and closing statement.
City Hall, San Leandro, California. Please make a note of this last instruction.
Please have the deed recorded and returned to the City Manager's Office.

after payment to the person entitled thereto.
City has and each of all liens and encumbrances. You are authorized to
and insurance of the policy of title insurance, amounting to the lesser of the
business owner to contact you to sign the deed. Upon recording of the deed
on the real property. By separate copy of this letter I am readdressing the
(including any current business property taxes with its receipt by a lien
cover the secured current real property taxes to the date of recording
and a check made payable to the Board of Supervisors of Alameda County to
corporation. Taxes are to be recorded as of the date of recording the deed
within title from Stephen C. Helms to the City of San Leandro, a (referred)

Will you please prepare a deed describing the abovesaid property, con-

work (see enclosed letter). Net balance to settle is \$118,000.
there is an amount of \$1,700.00 owed to the City by the owner for concrete
\$1,233.00 was paid to the owner at the time of making the abovesaid
deed on behalf of the City. City notes of the property refer taken is
not intended as a statement of authorization by the City Clerk according the
a copy of an abovesaid describing the property to be conveyed, and a signed

enclosed are the following: A City warrant in the amount of \$118,000.

located at 832-1434 Avenue.

Please refer to your account #111133 dated August 22, 1981, Property

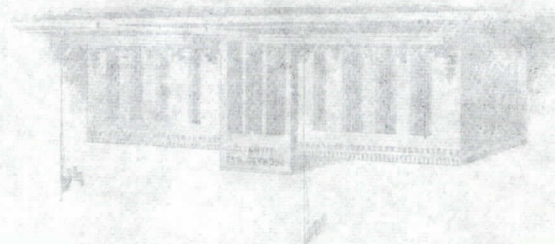
enclosure:

San Leandro, California 94577
1408 Washington Avenue
Title Insurance & Trust Company

March 2, 1982

CITY OF SAN LEANDRO
CITY HALL - 832 WASHINGTON AVENUE
SAN LEANDRO, CALIFORNIA 94577

CITY MANAGER
OFFICE OF THE



110



POLICY OF TITLE INSURANCE

ISSUED BY

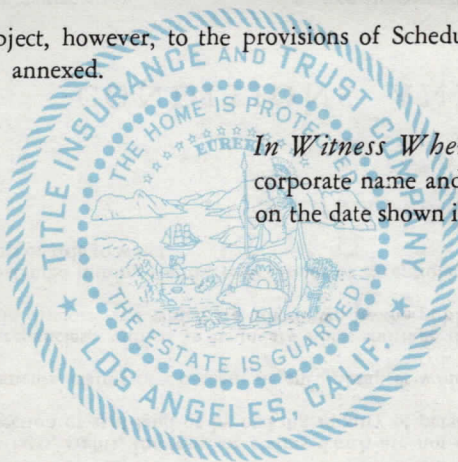
Title Insurance and Trust Company

Title Insurance and Trust Company, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.

In Witness Whereof, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.



Title Insurance and Trust Company

by

PRESIDENT

Attest

SECRETARY

SCHEDULE B PART ONE

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. 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.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "land": the land described, specifically or by reference, in Schedule C and improvements affixed thereto which by law constitute real property;

(b) "public records": those records which impart constructive notice of matters relating to said land;

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;

(d) "date": the effective date;

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument; and

(f) "insured": the party or parties named as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, subject otherwise to the provisions hereof.

2. BENEFITS AFTER ACQUISITION OF TITLE

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

3. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

This policy does not insure against loss or damage by reasons of the following:

(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.

(b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.

(c) Title to any property beyond the lines of the land expressly described in Schedule C, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.

(d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.

(e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value with-

out knowledge.

4. DEFENSE AND PROSECUTION OF ACTIONS —NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the mortgage and indebtedness covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or, if an Insured in good faith leases or contracts to sell, lease or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of title, then all liability of

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1963

SCHEDULE A

POLICY NO. : SL-171132
AMOUNT : \$1,623.00
PREMIUM : \$46.00
EFFECTIVE DATE: MARCH 31, 1971 AT 9:00 A. M.
PLANT ACCOUNT : E-84, X24, X32 AND X33

INSURED

CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

1. TITLE TO THE ESTATE OR INTEREST COVERED BY THIS POLICY AT THE DATE HEREOF IS VESTED IN:

CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN SCHEDULE C COVERED BY THIS POLICY IS
A FEE AS TO PARCEL 1 AND AN EASEMENT AS TO PARCEL 2

SCHEDULE B

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF THE FOLLOWING.

PART ONE

ALL MATTERS SET FORTH IN PARAGRAPHS NUMBERED 1 TO 5 INCLUSIVE ON THE INSIDE COVER SHEET OF THIS POLICY UNDER THE HEADING SCHEDULE B PART ONE.

PART TWO

NONE

SCHEDULE C

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF ALAMEDA, CITY OF SAN LEANDRO, DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERN LINE OF 143RD AVENUE, FORMERLY KNOX AVENUE, AS SHOWN ON SAID MAP, WITH THE SOUTHWESTERN LINE OF THE STRIP OF LAND, 80 FEET WIDE, CONVEYED TO WESTERN PACIFIC RAILWAY COMPANY BY DEED DATED JANUARY 26, 1907, RECORDED FEBRUARY 8, 1907, IN BOOK 1307 OF DEEDS, PAGE 199, ALAMEDA COUNTY RECORDS; THENCE ALONG THE SAID NORTHWESTERN LINE OF 143RD AVENUE, SOUTH $42^{\circ} 00'$ WEST 161.66 FEET, MORE OR LESS, TO A LINE DRAWN PARALLEL WITH THE NORTHEASTERN LINE OF SAID LOT 7, AND 87.40 FEET, MEASURED AT RIGHT ANGLES, SOUTHWESTERLY THEREFROM; THENCE ALONG SAID PARALLEL LINE, NORTH $48^{\circ} 00'$ WEST 5.00 FEET TO A LINE PARALLEL WITH THE SAID NORTHWESTERN LINE OF 143RD AVENUE; THENCE ALONG THE LAST SAID PARALLEL LINE, NORTH $42^{\circ} 00'$ EAST 161.52 FEET, MORE OR LESS, TO THE SAID SOUTHWESTERN LINE OF THE WESTERN PACIFIC RAILWAY COMPANY PROPERTY; THENCE ALONG SAID SOUTHWESTERN LINE, SOUTHEASTERLY 5.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

SLOPE EASEMENT, OVER, ON AND ALONG THAT CERTAIN PORTION OF PREMISES DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERN LINE OF 143RD AVENUE, FORMERLY KNOX AVENUE, AS SHOWN ON SAID MAP, WITH THE SAID SOUTHWESTERN LINE OF THE WESTERN PACIFIC RAILWAY COMPANY PROPERTY; THENCE ALONG SAID SOUTHWESTERN LINE, NORTHWESTERLY 5.00 FEET TO THE ACTUAL POINT OF BEGINNING; THENCE PARALLEL WITH THE SAID NORTHWESTERN LINE OF 143RD AVENUE, SOUTH $42^{\circ} 00'$ WEST 161.52 FEET, MORE OR LESS, TO A LINE DRAWN PARALLEL WITH THE NORTHEASTERN LINE OF SAID LOT 7, AND 87.40 FEET, MEASURED AT RIGHT ANGLES, SOUTHWESTERLY THEREFROM; THENCE ALONG THE LAST MENTIONED PARALLEL LINE, NORTH $48^{\circ} 00'$ WEST 1.00 FEET; THENCE NORTH $39^{\circ} 07' 45''$ EAST 161.49 FEET, MORE OR LESS, TO THE SAID SOUTHWESTERN LINE OF THE WESTERN PACIFIC RAILWAY COMPANY PROPERTY; THENCE ALONG SAID SOUTHWESTERN LINE, SOUTHEASTERLY 9.00 FEET TO THE ACTUAL POINT OF BEGINNING.

INDORSEMENT

ATTACHED TO POLICY NO. SL-171132

ISSUED BY

Title Insurance and Trust Company

The following exclusion from coverage under this policy is added to Paragraph 3 of the Conditions and Stipulations:

"Consumer credit protection, truth in lending or similar law."

The total liability of the Company under said policy and any indorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This indorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

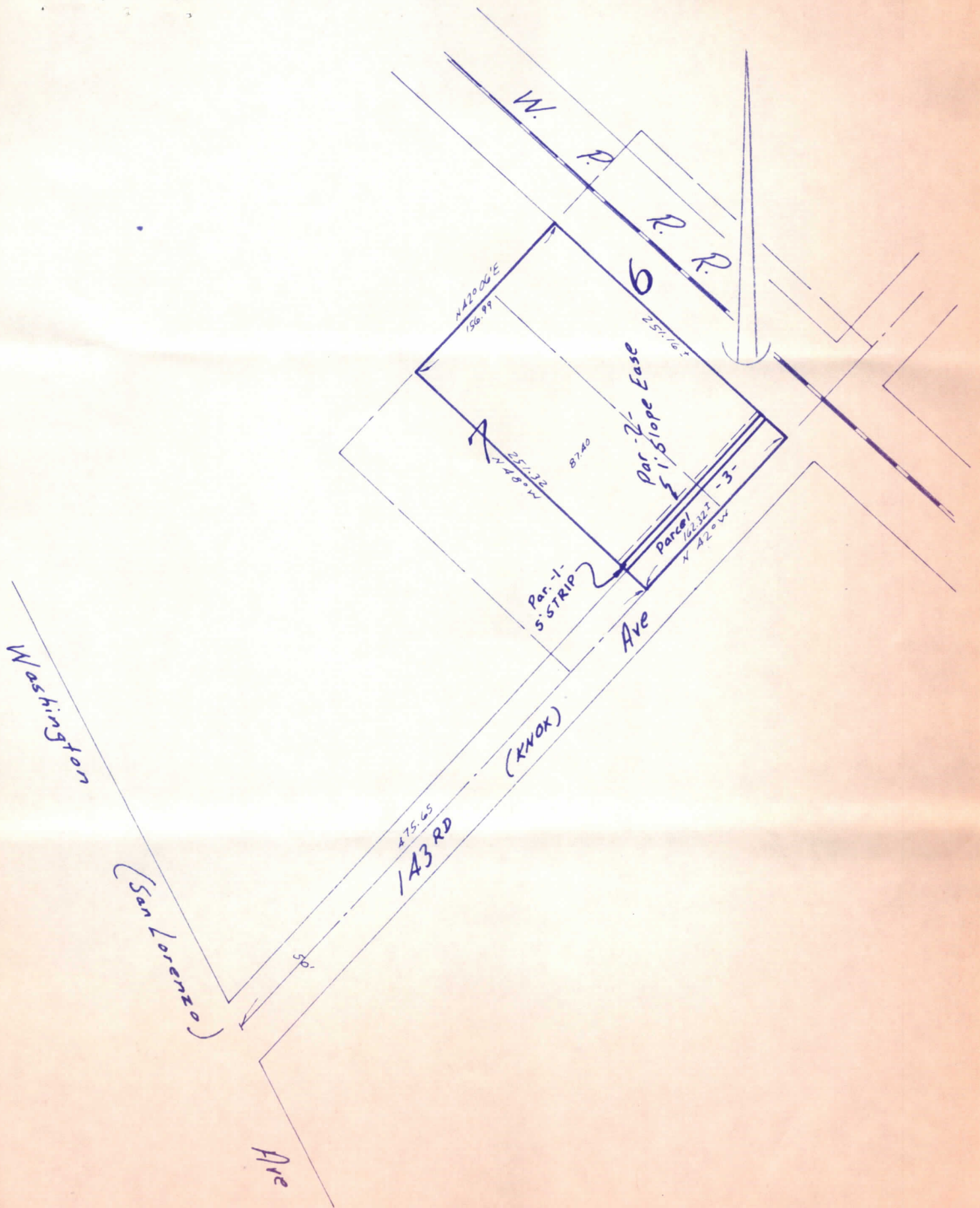


Title Insurance and Trust Company

By

Richard H. Houlett

SECRETARY



THIS IS NOT A SURVEY OF THE LAND BUT IS COMPILED FOR INFORMATION BY THE TITLE INSURANCE AND TRUST COMPANY FROM DATA SHOWN BY THE OFFICIAL RECORDS

CONDITIONS AND STIPULATIONS (Continued and Concluded From Reverse Side of Policy Face)

the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost 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 of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in 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 give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

5. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 4(b), 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 determined, and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

6. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness; such purchase, payment or tender of payment of the full amount of this policy, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event, after notice of claim has been given to the Com-

pany by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

7. PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed, in all: the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) 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 all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company; provided, however, if the owner of an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage. Payment in full by any person or voluntary satisfaction or release by the Insured of a mortgage covered by this policy shall terminate all liability of the Company to the insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

8. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the Insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and

the amount so paid shall be deemed a payment to the Insured under this policy. The provisions of this paragraph numbered 8 shall not apply to an Insured owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

9. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights 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 and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the mortgage, or release any collateral security for the indebtedness, provided such act does not result in any loss of priority of the lien of the mortgage.

10. POLICY ENTIRE CONTRACT

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy.

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, an Assistant Secretary or other validating officer of the Company.

11. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy or to its Home Office, 433 South Spring Street, Los Angeles 54, California.

12. THE PREMIUM SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.



PO CY
OF
TITLE
INSURANCE

*Providing direct title services or referral
services throughout the United States and
the territory of Guam.*



Title Insurance
and
Trust Company





TO 1012 FTC—DP (7-68)
California Land Title Association
Standard Coverage Policy Form
Copyright 1963

POLICY OF TITLE INSURANCE

ISSUED BY

Title Insurance and Trust Company

Title Insurance and Trust Company, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

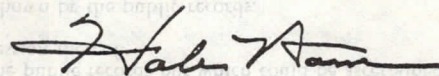
1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.

In Witness Whereof, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Title Insurance and Trust Company

by

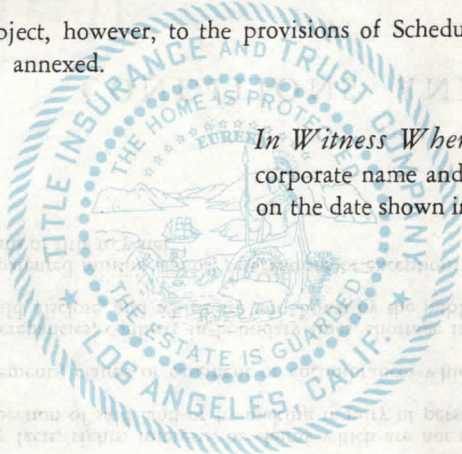


PRESIDENT

Copy of Policy
No additional liability assumed

Attest

SECRETARY



SCHEDULE B PART ONE

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. 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.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "land": the land described, specifically or by reference, in Schedule C and improvements affixed thereto which by law constitute real property;

(b) "public records": those records which impart constructive notice of matters relating to said land;

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;

(d) "date": the effective date;

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument; and

(f) "insured": the party or parties named as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, whether named as an insured herein or not, subject otherwise to the provisions hereof.

2. BENEFITS AFTER ACQUISITION OF TITLE

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

3. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

This policy does not insure against loss or damage by reasons of the following:

(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.

(b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.

(c) Title to any property beyond the lines of the land expressly described in Schedule C, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.

(d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.

(e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value with-

out knowledge.

4. DEFENSE AND PROSECUTION OF ACTIONS —NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the mortgage and indebtedness covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or if an Insured in good faith leases or contracts to sell, lease or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of title, then all liability of

(Conditions and Stipulations Continued and Concluded on Last Page of This Policy)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1963

SCHEDULE A

POLICY NO. : SL-171132
AMOUNT : \$1,623.00
PREMIUM : \$46.00
EFFECTIVE DATE: MARCH 31, 1971 AT 9:00 A. M.
PLANT ACCOUNT : E-84, X24, X32 AND X33

INSURED

CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

1. TITLE TO THE ESTATE OR INTEREST COVERED BY THIS POLICY AT THE DATE HEREOF IS VESTED IN:

CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN SCHEDULE C COVERED BY THIS POLICY IS
A FEE AS TO PARCEL 1 AND AN EASEMENT AS TO PARCEL 2

SCHEDULE B

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF THE FOLLOWING.

PART ONE

ALL MATTERS SET FORTH IN PARAGRAPHS NUMBERED 1 TO 5 INCLUSIVE ON THE INSIDE COVER SHEET OF THIS POLICY UNDER THE HEADING SCHEDULE B PART ONE.

PART TWO

NONE

SCHEDULE C

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA, CITY OF SAN LEANDRO, DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERN LINE OF 143RD AVENUE, FORMERLY KNOX AVENUE, AS SHOWN ON SAID MAP, WITH THE SOUTHWESTERN LINE OF THE STRIP OF LAND, 80 FEET WIDE, CONVEYED TO WESTERN PACIFIC RAILWAY COMPANY BY DEED DATED JANUARY 26, 1907, RECORDED FEBRUARY 8, 1907, IN BOOK 1307 OF DEEDS, PAGE 199, ALAMEDA COUNTY RECORDS; THENCE ALONG THE SAID NORTHWESTERN LINE OF 143RD AVENUE, SOUTH $42^{\circ} 00'$ WEST 161.66 FEET, MORE OR LESS, TO A LINE DRAWN PARALLEL WITH THE NORTHEASTERN LINE OF SAID LOT 7, AND 87.40 FEET, MEASURED AT RIGHT ANGLES, SOUTHWESTERLY THEREFROM; THENCE ALONG SAID PARALLEL LINE, NORTH $48^{\circ} 00'$ WEST 5.00 FEET TO A LINE PARALLEL WITH THE SAID NORTHWESTERN LINE OF 143RD AVENUE; THENCE ALONG THE LAST SAID PARALLEL LINE, NORTH $42^{\circ} 00'$ EAST 161.52 FEET, MORE OR LESS, TO THE SAID SOUTHWESTERN LINE OF THE WESTERN PACIFIC RAILWAY COMPANY PROPERTY; THENCE ALONG SAID SOUTHWESTERN LINE, SOUTHEASTERLY 5.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

SLOPE EASEMENT, OVER, ON AND ALONG THAT CERTAIN PORTION OF PREMISES DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERN LINE OF 143RD AVENUE, FORMERLY KNOX AVENUE, AS SHOWN ON SAID MAP, WITH THE SAID SOUTHWESTERN LINE OF THE WESTERN PACIFIC RAILWAY COMPANY PROPERTY; THENCE ALONG SAID SOUTHWESTERN LINE, NORTHWESTERLY 5.00 FEET TO THE ACTUAL POINT OF BEGINNING; THENCE PARALLEL WITH THE SAID NORTHWESTERN LINE OF 143RD AVENUE, SOUTH $42^{\circ} 00'$ WEST 161.52 FEET, MORE OR LESS, TO A LINE DRAWN PARALLEL WITH THE NORTHEASTERN LINE OF SAID LOT 7, AND 87.40 FEET, MEASURED AT RIGHT ANGLES, SOUTHWESTERLY THEREFROM; THENCE ALONG THE LAST MENTIONED PARALLEL LINE, NORTH $48^{\circ} 00'$ WEST 1.00 FEET; THENCE NORTH $39^{\circ} 07' 45''$ EAST 161.49 FEET, MORE OR LESS, TO THE SAID SOUTHWESTERN LINE OF THE WESTERN PACIFIC RAILWAY COMPANY PROPERTY; THENCE ALONG SAID SOUTHWESTERN LINE, SOUTHEASTERLY 9.00 FEET TO THE ACTUAL POINT OF BEGINNING.

INDORSEMENT

ATTACHED TO POLICY NO. SL-171132

ISSUED BY

Title Insurance and Trust Company

The following exclusion from coverage under this policy is added to Paragraph 3 of the Conditions and Stipulations:

"Consumer credit protection, truth in lending or similar law."

The total liability of the Company under said policy and any indorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This indorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.



Title Insurance and Trust Company

By

Richard H. Houlett

SECRETARY

CONDITIONS AND STIPULATIONS (Continued and Concluded From Reverse Side of Policy Face)

the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost 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 of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in 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 give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

5. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 4(b), 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 determined, and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

6. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness; such purchase, payment or tender of payment of the full amount of this policy, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event, after notice of claim has been given to the Com-

pany by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

7. PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed, in all; the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) 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 all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company; provided, however, if the owner of an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage. Payment in full by any person or voluntary satisfaction or release by the Insured of a mortgage covered by this policy shall terminate all liability of the Company to the insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

8. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the Insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and

the amount so paid shall be deemed a payment to the Insured under this policy. The provisions of this paragraph numbered 8 shall not apply to an Insured owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

9. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights 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 and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the mortgage, or release any collateral security for the indebtedness, provided such act does not result in any loss of priority of the lien of the mortgage.

10. POLICY ENTIRE CONTRACT

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy.

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, an Assistant Secretary or other validating officer of the Company.

11. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy or to its Home Office, 433 South Spring Street, Los Angeles 54, California.

12. THE PREMIUM SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.



POLICY OF TITLE INSURANCE

*Providing direct title services or referral
services throughout the United States and
the territory of Guam.*



Title Insurance
and
Trust Company



OFFICE OF THE
CITY CLERK



CITY OF SAN LEANDRO
CITY HALL - 835 EAST 14TH STREET
SAN LEANDRO, CALIFORNIA

April 15, 1971

Board of Supervisors
Administration Building
1221 Oak Street
Oakland, California 94612

Gentlemen:

Will you please cancel taxes on the following property
deed to the City of San Leandro:

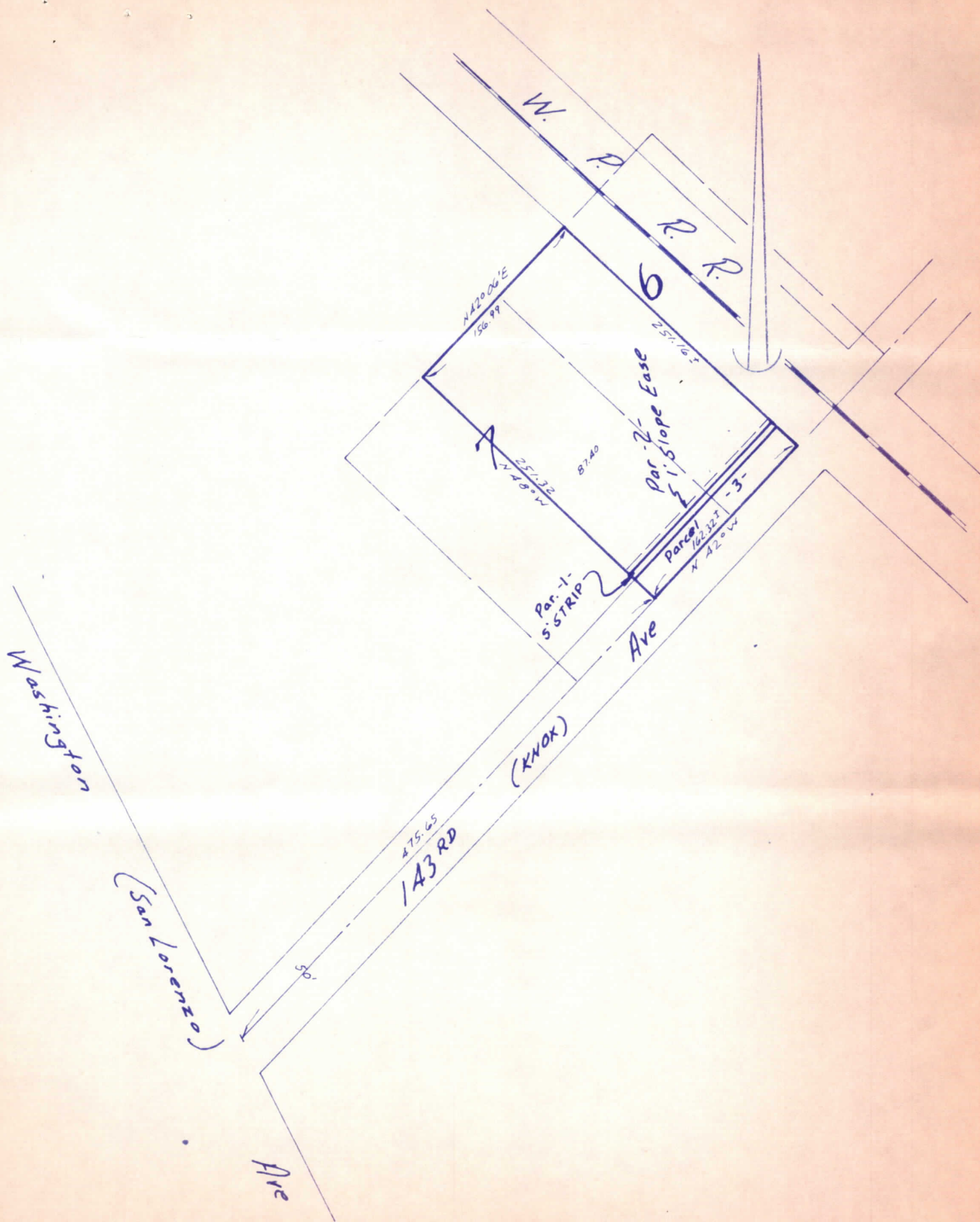
Assessed to: Stephen Gale Herrick
Recorded: March 31, 1971
No: 71-36249
Re: 2817
Im: 884
Legal Description: Attached

Very truly yours,

Richard H. West
City Clerk

RHW:KK

Enclosure



THIS IS NOT A SURVEY OF THE LAND BUT IS COMPILED FOR INFORMATION BY THE
TITLE INSURANCE AND TRUST COMPANY FROM DATA SHOWN BY THE OFFICIAL RECORDS