RECORDING REQUESTED BY TI SL/133886 SL 4 1

AND WHEN RECORDED MAIL TO

City Hall 835 East 14th Street San Leandro, California 94577

BA29517 RECORDED at REQU Title Insurance & Trust Co. At 11:30 A.M.

MAR 1 9 1968

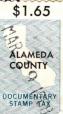
OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA JACK G. BLUE

..IN THIS SPACE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

\$4.40 COUNTY

MEDA COUNTY



\$110.00 LAMEDA COUNTY

## Grant Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GERALD P. CONNITT and BERNICE J. OVERPACK, Trustees

AFFIX I.R.S. \$ /28

hereby GRANT(S) to REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO a municipal corporation,

the following described real property in the Alameda County of

TO 405 C

City of San Leandro, , State of California:

Lots "D", "E" and "F", and the southeastern 25 feet of Lot "C", in Block 4, as said lots and block are shown on the "Map of the Town of San Leandro, " filed June 14, 1870 in Book 1 of Maps, at page 19, in the office of the County Recorder of Alameda County.

Dated:	February	23,	1968
		-	

STATE OF CALIFORNIA COUNTY OF Alameda February 23, 1968 \_before me, the undersigned, a Notary Public in and for said State, personally appeared Gerald P. Connitt

\_whose name\_\_iS\_\_subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

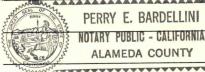
(Seal)

Signature -

Pérry E. Bardellini

Name (Typed or Printed) Notary Public in and for said State

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



\*\*\*\*\* **ALAMEDA COUNTY** NOTARY PUBLIC - CALIFORNIA PERRY E BARDELLINI

Title Order No ..

Escrow No.\_\_



# GRANT DEED



Title Insurance and Trust Company

ALAMEDA COUNTY OFFICE
1459 FRANKLIN STREET
OAKLAND 12, CALIFORNIA

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

GRANT DEED



Title Insurance and Trust Company

ALAMEDA COUNTY OFFICE
1459 FRANKLIN STREET
OAKLAND 12, CALIFORNIA

COMPLETE STATEWIDE TITLE SERVICE WITH ONE LOCAL CALL



STATE OF ILLINOIS ) SS.

RE 2146 M 329

On this 19th day of February, 1968, before me, BARNEY KAHN a Notary Public, State of Illinois, duly commissioned and sworn, personally appeared BERNICE J. OVERPACK, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of \_\_Tazewell\_\_\_, the day and year in this certificate first above written.

BA29517

Boney Kahn-Notary Public, State of Illinois

My Commission Expires May 13, 1971





# 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

Attest Prichard Howlitt

### 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.

# 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 in-terest 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 pur-chase and in any such event the title to said estate or interest is rejected as un-marketable, 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 plead-ings 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. 8 SL=133886 \$109,000.00 AMOUNT 8 \$587.00 PREMIUM

EFFECTIVE DATE: MARCH 19, 1968 AT 11:30 A.M.

PLANT ACCOUNT 8 SL 49 13

#### INSURED

GERALD P. CONNITT AND BERNICE J. OVERPACK, TRUSTEES AND REDEVELOPMENT AGENCY OF THE 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 8

REDEVELOPMENT AGENCY OF THE 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.

#### 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

1. GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1968=69; A LIEN NOT YET DUE OR PAYABLE.

2. A DEED OF TRUST TO SECURE AN INDEBTEDNESS OF THE AMOUNT STATED

HEREIN AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF

DATED 8 MARCH 69 1968 AMOUNT 8 \$78,000.00

8 REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO, TRUSTOR

A MUNICIPAL CORPORATION

TRUSTEE 8 TITLE INSURANCE AND TRUST COMPANY A CALIFORNIA

CORPORATION

8 GERALD P. CONNITT AND BERNICE J. OVERPACK, BENEFICIARY

TRUSTEES

RECORDED 8 MARCH 199 1968

INSTRUMENT NO. 8 BA/29518

NOTE 8

GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1967-68;

1ST INSTALLMENT 8 \$726.72 PAID 2ND INSTALLMENT 8 \$726.72 PAID ACCOUNT NO. 8 75-4-3-2 CODE AREA NO. 8 10067

### SCHEDULE C

THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

REAL PROPERTY IN THE CITY OF SAN LEANDRO, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOTS "D", "E" AND "F", AND THE SOUTHEASTERN 25 FEET OF LOT "C", IN BLOCK 4, AS SAID LOTS AND BLOCK ARE SHOWN ON THE "MAP OF THE TOWN OF SAN LEANDRO," FILED JUNE 14, 1870 IN BOOK 1 OF MAPS, AT PAGE 19, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

RECORDING REQUESTED BY Richard H. West, City Cl City of San Leandro 835 East 14th Street 94577 San Leandro, California

AND WHEN RECORDED MAIL TO

Richard H. West, City Clerk City of San Leandro 835 East 14th Street 94577 San Leandro, California

RECORDED IN OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIF.

MAY - 6 1981

RENE C. DAVIDSON

81-073813

1111200-21

TITLE ORDER NO.

Street Address

TITLE OFFICER

A.P.N.

SPACE ABOVE THIS LINE FOR RECORDER'S USE -

TO 430 CA (1-75)

### **Full Reconveyance**

Title Insurance and Trust Company, a California corporation, as duly appointed Trustee under Deed of Trust hereinafter referred to, having received from holder of the obligations thereunder a written request to reconvey, reciting that all sums secured by said Deed of Trust have been fully paid, and said Deed of Trust and the note or notes secured thereby having been surrendered to said Trustee for cancellation, does hereby RECONVEY, without warranty, to the person or persons legally entitled thereto, the estate now held by it thereunder. Said Deed of Trust was executed by

Redevelopment Agency of the City of San Leandro

Trustor.

and recorded in the official records of

Alameda

County, California, as follows:

March 6, 1968

AS INSTR. NO. BA 29528

IN BOOK/REEL 2146

PAGE/IMAGE

330

Assessor's No. 75-4-3-2 DESC.

In Witness Whereof, Title Insurance and Trust Company, as such Trustee, has caused its corporate name and seal to be hereto affixed by its Assistant Secretary, thereunto duly authorized on the date shown in the acknowledgement certificate shown below.

Title Insurance and Trust Company, as such Trustee

STATE OF CALIFORNIA, Alameda COUNTY OF\_ March 26, 1981 David Fong

, before me, the undersigned, a Notary Public in and for said State, personally , known to me to be an Assistant Secretary of

Assistant Secretary

appeared\_ TITLE INSURANCE AND TRUST COMPANY, the corporation that executed the foregoing instrument as such Trustee, and known to me to be the person who executed said instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same as such Trustee. WITNESS my hand and official seal.

OFFICIAL SEAL STEPHEN BROWN NOTARY PUBLIC - CALIFORNIA COUNTY OF ALAMEDA My Commission Expires Apr. 19, 1981

Lephen



ATICOR COMPANY

# Full Reconveyance

of Property Covered by Deed of Trust

From

Title Insurance and Trust Company

Trustee



**ATICOR COMPANY** 

COMPLETE STATEWIDE TITLE SERVICE WITH ONE LOCAL CALL CITY OF SAN LEANDRO
MAY 2 6 1981
CITY CLERK'S OFFICE



ATICOR COMPANY

This is to certify that the interest in real property conveyed or reconveyed by the deed or grant dated January 10, 1969, to the Redevelopment Agency of the City of San Leandro, a governmental agency, is hereby accepted by the undersigned officer on behalf of the Redevelopment Agency of the City of San Leandro pursuant to authority conferred by Resolution No. 69-1 of the Redevelopment Agency of the City of San Leandro adopted on January 13, 1969, and the grantee consents to recordation thereof by its duly authorized officer.

DATED: 7 April 1981

Bv:

W. R. Rugg, Secretary Redevelopment Agency of the

City of San Leandro



### Title Insurance and Trust Company

1409 WASHINGTON AVE. • P. O. BOX 636 • SAN LEANDRO, CALIFORNIA 94577 • TELEPHONE (415) 357-9341

October 14, 1968

Mr. Richard West c/o City Hall 835 East 14th Street San Leandro, California

RE: Our Escrow No. SL/133886

Dear Mr. West:

Per our conversation we are enclosing herewith certified copy of the deed from Connitt and Overpack to the Redevelopment Agency of San Leandro.

Very truly yours,

Frederica Kapp (Mr

Escrow Officer

k enc.

CITY OF SAN LEANDRO
OCT 15 1988

RICHARD H. WEST CITY CLERK

November 13, 1968 Board of Supervisors Administration Building 1221 Oak Street Oakland, California Gentlemen: Will you please cancel taxes on the following property deeded to the City of San Leandro: Assessed to: Gerald P. Connitt and Bernice J. Overpack Trustees March 19, 1968 NO: BA29517 RE: 2146 IM: 328 Recorded: Legal Description: Attached. Very truly yours, Richard H. West City Clerk RHW/kk Attach.

November 13, 1968

Board of Supervisors Administration Building 1221 Oak Street Oakland, California

Gentlemen:

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

Assessed to: Gerald P. Connitt and Bernice J. Overpack Trustees

Recorded: March 19, 1968 NO: BA29517 RE: 2146 IM: 328

Legal Description: Attached.

Very eruly yours,

Cley Clerk

RHW/kk

Attach,

WEST PBURN STREET) I SALVE SALV 3

Title Insurance and Trust Company from data shown by the official records.

CHED. BY SHE DATE MOT. 1961 SUBJECT GERALD P. CONNITT PARCEL H LD 61-65

SHEET NO. L. OF

SCALE: 1":40"

ACQUIRED BY RE 2146 I 328 DATE 3-19-48
PLOTTED

WASHINGTON AVE. (WATKINS 57.) Point of Beginning 175' LOT LOT LOT in 1 N MICROFILMED |

1751