

RECORDED at REQUEST OF
Westerr Ins. Co.
At 1 AM.

83-043378

MAR 17 1983

OFFICIAL RECORDS OF
ALAMEDA COUNTY CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

001

Recording requested by:

DH

After recording return to:

CITY OF SAN LEANDRO
835 East 14th Street
San Leandro, CA 94577

DOCUMENTARY TRANSFER TAX \$ No Consideration
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
 COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
REMAINING THEREON AT TIME OF SALE.

R. D. Buelow
Signature of declarant or agent determining tax-firm name

CITY OF San Leandro Unincorporated

DEED TO REAL PROPERTY

SL-878988

A.P. #77A-633-1

I, RICHARD CURLEY, as Executor of the Will of KATHERINE C. LLOYD, also known as KATHERINE CURLEY and CATHERINE CURLEY, deceased, pursuant to the order of Superior Court of the State of California, for the County of Alameda, made in the matter of the estate of KATHERINE C. LLOYD, also known as KATHERINE CURLEY and CATHERINE CURLEY, deceased, on February 16, 1983, confirming sale of real property and directing the execution of a conveyance,

GRANT to the CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION, all right, title, interest, and estate of the decedent at the time of her death and all right, title, and interest that the estate may have subsequently acquired in the real property situated in the City of San Leandro, County of Alameda, State of California, described as follows:

LOT 89, as said lot is shown on the map of "Tract 632, Alameda County, California," filed July 18, 1942 in Book 8 of Maps at pages 28 and 29, in the office of the County Recorder of Alameda County.

Dated: March 1, 1983

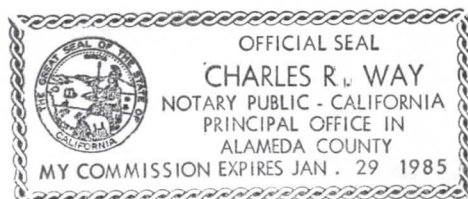
Richard Curley

RICHARD CURLEY as Executor of the Will of KATHERINE C. LLOYD, also known as KATHERINE CURLEY and CATHERINE CURLEY, deceased.

STATE OF CALIFORNIA)
(ss.
COUNTY OF ALAMEDA)

On March 1, 1983, before me, the undersigned, a Notary Public in and for said County of Alameda, State of California, personally appeared RICHARD CURLEY as Executor of the Will of KATHERINE C. LLOYD, also known as KATHERINE CURLEY and CATHERINE CURLEY deceased, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as such Executor.

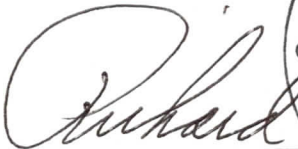
[Signature]
Notary Public



83-043378

This is to certify that the interest in real property conveyed by Deed or Grant, dated **March 1, 1983**, from **Richard Curley, Executor of the Will of Katherine C. Lloyd, aka Katherine Curley, aka Catherine Curley, deceased** 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 No. 4579 C.M.S., adopted by the City Council of the City of San Leandro on June 19, 1961, and the grantee consents to record the same hereof by its duly authorized officer.

Dated: **March 11, 1983**

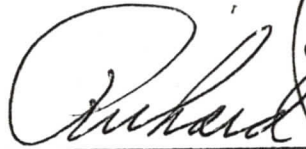

Richard H. West
City Clerk of the City of San Leandro



83-043378

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Dated: **March 11, 1983**



Richard H. West
City Clerk of the City of San Leandro



15 April 83

TRANSMITTAL SLIP

From: CITY CLERK'S OFFICE Date: _____

To	Department	Action
	City Attorney	For your approval
	City Manager	
	Com. Development	For your comments
	Finance	
	Fire	For your files ✓
	Library	
	Personnel	As you requested
	Police	
	Recreation	For your information
	Public Works	
	Human Resources	

Attn: John Alexander-Gimne
a7lat712-CC file #
1-100

From the desk of: _____
City Clerk's Office

NAME AND ADDRESS OF ATTORNEY:

CHARLES R. V
211 A Joaquin Avenue
San Leandro, CA 94577

TELEPHONE NO.:

483-0644

FOR COURT USE ONLY

**ENDORSED
FILED**

FEB 16 1983

**RENE C. DAVIDSON, County Clerk
By Vicki Daybell, Deputy**

ATTORNEY FOR: **Richard Curley**

Insert name of court, branch court if any, and Post Office and Street Address:

**Superior Court of Alameda County
South County Branch
24405 Amador Street
Hayward, CA 94544**

ESTATE OF:

**KATHERINE C. LLOYD, also known as
KATHERINE CURLEY and CATHERINE CURLEY**

DECEDENT

CONSERVATEE

INCOMPETENT

MINOR

ORDER CONFIRMING SALE OF REAL PROPERTY

Case Number:

H-09948-8

1. Date of Hearing: **Feb. 16, 1983** Dept. Div. Rm. No.: **30** Judge **RAYMOND L. MARSH**

THE COURT FINDS

- 2. a. All notices required by law have been given.
- b. Good reason existed for the sale of the property commonly described as (street address or location):
**1212 Kelly Avenue,
San Leandro, CA**
- c. The sale was legally made and fairly conducted.
- d. The amount bid is not disproportionate to the value of the property.
- e. The amount bid is 90% or more of the appraised value of the property within one year prior to the date of sale, as appraised within one year of the date of sale.
- f. A sum exceeding the amount bid by the statutory percentages, exclusive of the expense of a new sale cannot be obtained was obtained in open court from the purchaser named below after complying with all applicable provisions of the law.
- g. The personal representative has made reasonable efforts to expose the property to the market. (Prob C 785)

THE COURT ORDERS

- 3. a. The sale of the real property described in Attachment 3a is confirmed to (Name): **The City of San Leandro, a Municipal Corporation**
Manner of vesting title:

for the sale price of \$ **67,500.00** . and on the following terms (See attachment if necessary):
See attachment 3a
- b. The personal representative named below is directed to execute and deliver a conveyance of the interest in the property sold to purchaser on receipt of the consideration for the sale.
(1) (Name): **Richard Curley**
(2) (Name):
- c. (1) No additional bond is required.
(2) Personal representative shall give an additional bond in the sum of \$ surety, or otherwise, as provided by law.
(3) Net sale proceeds shall be deposited by escrow holder in the following depository:

in a blocked account pursuant to Prob C 541.1, to be withdrawn only on court order.
- d. (1) No commission is payable.
(2) A commission from the proceeds of the sale is approved as follows
Amount: \$ **3,875.00**
To: **Luciane Realty**

FEB 16 1983

Date:

RAYMOND L. MARSH

Judge of the Superior Court

Signature is at end of last Attachment.

Estate of KATHERINE C. LLOYD, aka KATHERINE CURLEY, No. H-09948-8

Attachment 3a. Legal description

Real property commonly known as 1212 Kelly Avenue, San Leandro, Alameda County, California, described in detail as follows:

LOT 89, as said lot is shown on the map of "Tract 632, Alameda County, California," filed July 18, 1942 in Book 8 of Maps at pages 28 and 29, in the office of the County Recorder of Alameda County.

Attachment 3a. Other Terms of Sale

Property sold in "as is" condition.

Real property taxes, premiums for insurance policies acceptable to buyer, rents, and other expenses of property shall be prorated as of the date of close of escrow.

Seller to pay documentary transfer tax and any bond or assessment which is a lien against the property.



The foregoing instrument is a
correct copy of the original
on file in this office

ATTEST. FEB 16 1983

RENE DAVIDSON, County Clerk

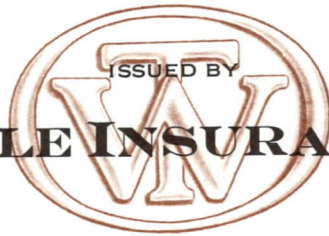
County Clerk and ex-officio Clerk of the
Superior Court of the State of California in
and for the County of Alameda

BY *René Davidson* DEPUTY

ALAMEDA COUNTY
POLICY NUMBER

S73 504749

POLICY OF TITLE INSURANCE



WESTERN TITLE INSURANCE COMPANY

SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, WESTERN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures the insured, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by said insured by reason of:

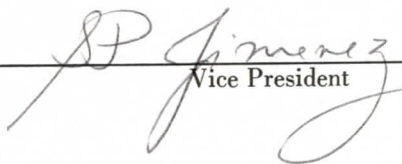
1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Unmarketability of such title; or
4. Any lack of the ordinary right of an abutting owner for access to at least one physically open street or highway if the land, in fact, abuts upon one or more such streets or highways;

and in addition, as to an insured lender only:

5. Invalidity of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
 - a. usury, or
 - b. any consumer credit protection or truth in lending law;
6. Priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority; or
7. Invalidity of any assignment of the insured mortgage, provided such assignment is shown in Schedule B.

IN WITNESS WHEREOF, WESTERN TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Countersigned:



Vice President

RECEIVED
JUN 17 1983
PUBLIC WORKS DEPT.

WESTERN TITLE INSURANCE COMPANY

By

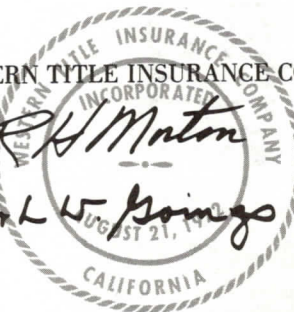


President

By



Secretary



CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as described in the first sentence of this sub-paragraph (a) that the company would have had against the successor's transferor), and further includes (ii) any governmental 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, and (iii) the parties designated in paragraph 2 (a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "insured lender": the owner of an insured mortgage.

(d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.

(e) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(f) "land": the land described, specifically or by reference in Schedule C, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any area excluded by Paragraph No. 6 of Part One of Schedule B of this Policy.

(g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(h) "public records": those records which by law impart constructive notice of matters relating to the land.

2(a). CONTINUATION OF INSURANCE AFTER ACQUISITION OF TITLE BY INSURED LENDER

If this policy insures the owner of the indebtedness secured by the insured mortgage, this policy shall continue in force as of Date of Policy in favor of such insured who acquires all or any part of the estate or interest in the land described in Schedule C by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, and if such insured is a corporation, its transferee of the estate or interest so acquired, provided the transferee is the parent or wholly owned subsidiary of such insured; and in favor of any governmental agency or instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage. After any such acquisition the amount of insurance hereunder, exclusive of costs, attorneys' fees and expenses which the Company may be obligated to pay, shall not exceed the least of:

(i) the amount of insurance stated in Schedule A;

(ii) the amount of the unpaid principal of the indebtedness plus interest thereon, as determined under paragraph 6 (a) (iii) hereof, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or

(iii) the amount paid by any governmental agency or instrumentality, if such agency or instrumentality is the insured claimant, in acquisition of such estate or interest in satisfaction of its insurance contract or guaranty.

(b). CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy, in favor of an insured so long as such insured retains an estate or interest in the land, or owns an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. DEFENSE AND PROSECUTION OF ACTIONS - NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in litigation to the extent that such litigation involves an alleged defect, lien, encumbrance or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be 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 without undue delay prosecute any action

or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured; and the Company may take any appropriate action, whether or not it shall be liable under the terms of this policy and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) 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 hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company, at the Company's expense, all reasonable aid (1) in any such action or proceeding in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and (2) in any other act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, including but not limited to executing corrective or other documents.

4. PROOF OF LOSS OR DAMAGE - LIMITATION OF ACTION

In addition to the notices required under Paragraph 3 (b) of these Conditions and Stipulations, a proof of loss or damage, signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain or determine the facts giving rise to such loss or damage. Such proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage, and, when appropriate, state the basis of calculating the amount of such loss or damage.

Should such proof of loss or damage fail to state facts sufficient to enable the Company to determine its liability hereunder, insured claimant, at the written request of Company, shall furnish such additional information as may reasonably be necessary to make such determination.

No right of action shall accrue to insured claimant until 30 days after such proof of loss or damage shall have been furnished.

Failure to furnish such proof of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS AND OPTIONS TO PURCHASE INDEBTEDNESS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against, or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment by the insured claimant and authorized by the Company. In case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided. Upon such offer being made by the Company, all liability and obligations of the Company hereunder to the owner of the indebtedness secured by said insured mortgage, other than the obligation to purchase said indebtedness pursuant to this paragraph, are terminated.

6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

(i) the actual loss of the insured claimant; or

(ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2 (a) hereof; or

(iii) if this policy insures the owner of the indebtedness secured by the insured mortgage, and provided said owner is the insured claimant, the amount of the unpaid principal of said indebtedness, plus interest thereon, provided such amount shall not include any additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When the amount of loss or damage has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after

receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily admitted or assumed by an insured without prior written consent of the Company.

8. REDUCTION OF INSURANCE; TERMINATION OF LIABILITY

All payments under this policy, except payment made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto; provided, however, if the owner of the indebtedness secured by the insured mortgage is an insured hereunder, then such payments, prior to the acquisition of title to said estate or interest as provided in paragraph 2 (a) of these Conditions and Stipulations, shall not reduce pro tanto the amount of the insurance afforded hereunder as to any 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 of the insured mortgage shall terminate all liability of the Company to an insured owner of the indebtedness secured by the insured mortgage, except as provided in paragraph 2 (a) hereof.

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy, as to the insured owner of the estate or interest covered by this policy, shall be reduced by any amount the Company may pay under any policy insuring (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an 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 under this policy. The Company shall have the option to apply to the payment of any such mortgage any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

The provisions of this paragraph 9 shall not apply to an owner of the indebtedness secured by the insured mortgage, unless such insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have paid or settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage 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 insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt by such insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and the Company is hereby authorized and empowered to sue, compromise or settle in its name or in the name of the insured to the full extent of the loss sustained by the Company. If requested by the Company, the insured shall execute any and all documents to evidence the within subrogation. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to an insured mortgage. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall as to such insured claimant 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.

11. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby, or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

This policy shall not be valid until countersigned by a Vice President or an Assistant Vice President of the Company. No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, an Assistant Vice President or the Secretary of the Company.

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.

12. 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 its Home Office, 100 Mission Street, San Francisco, California 94105.

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

CLM

SCHEDULE A

Policy Number S 504749

Fee \$ 333.00

Order Number SL-878988

Amount \$ 67,500.00

Date of Policy March 17, 1983 at 10:30 o'clock a. m.

1. Name of Insured:

CITY OF SAN LEANDRO
a Municipal corporation

2. The estate or interest in the land described in Schedule C and which is covered by this policy is:

A FEE:

3. The estate or interest referred to herein is at Date of Policy vested in:

CITY OF SAN LEANDRO, a Municipal corporation

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

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.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency 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 the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule C, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
7. 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 the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.
9. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

SCHEDULE B (Continued)

PART TWO

- 1- 1983-84 taxes a lien, not yet payable.
- 2- 1982-83 taxes (assessed separately)
Co. Acct. No.: 77A-633-1, Tracer No.: 174614, Tax Rate 1.0751
Code Area: 10-001
1st Installment: \$158.09, paid includes minus \$8.00 for Flood Benefit
2nd Installment: \$158.09, unpaid includes minus \$8.00 for Flood Benefit
Land: \$15,048.00
Imp: \$10,913.00
Exempt: \$7,000.00 Homeowners
Pers. Prop.: None
Pers. Prop. Exempt: None
- 3- Easement for planting purposes as shown on the filed map.
(Affects the northwestern 10 feet of the premises)
- 4- The right to dedicate the northwestern 7 feet of the premises, for public street purposes, and the right to hereafter grant to the City of San Leandro or the State of California an easement for such public street purposes, as reserved on map.
- 5- Covenants, conditions and restrictions embodied in the declaration recorded July 18, 1942, Series No. PP/36134, Book 4229 OR, page 387.
Mortgage protection clause.
No reversionary clause.
- 6- Covenants, conditions and restrictions embodied in the Community Agreement recorded June 17, 1958, Series No. AP/59220, Book 8699 OR, page 101.
No reversionary clause.

Also includes:

Lien rights (in the amount of \$5.00 per year) for certain improvements that may be made on the premises, and in the event of breach of restrictions for the cost of eliminating the breach. Provision is made in said declaration so that any such lien shall be subordinate to any mortgage or deed of trust recorded before the recording of a notice of the lien.

SCHEDULE C

The land referred to in this Policy is described as:

That parcel of land in the City of San Leandro, County of Alameda, State of California, described as follows:

Lot 89, Tract 632, filed July 18, 1942, Map Book 8, page 28, Alameda County Records.

INFLATION INDORSEMENT

Attached to Policy No. S 504749

Order Number
SL-878988

Issued by

WESTERN TITLE INSURANCE COMPANY
a corporation

The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the insured owner, hereby modifies said Policy, as follows:

1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.
2. "Adjustment Date" is defined, for the purpose of this Indorsement, to be 12:01 a.m. on the first January 1 which occurs more than six months after the Date of Policy, as shown in Schedule A of the Policy to which this Indorsement is attached, and on each succeeding January 1.
3. An upward adjustment will be made on each of the Adjustment Dates, as defined above, by increasing the maximum amount of insurance provided by said Policy (as said amount may have been increased theretofore under the terms of this Indorsement) by the same percentage, if any, by which the United States Department of Commerce Composite Construction Cost Index (base period 1967) for the month of September immediately preceding exceeds such Index for the month of September one year earlier; provided, however, that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of said Policy, less the amount of any claim paid under said Policy which, under the terms of the Conditions and Stipulations, reduces the amount of insurance in force. There shall be no annual adjustment in the amount of insurance for years in which there is no increase in said Construction Cost Index.
4. In the settlement of any claim against the Company under said Policy, the amount of insurance in force shall be deemed to be the amount which is in force as of the date on which the insured claimant first learned of the assertion or possible assertion of such claim, or as of the date of receipt by the Company of the first notice of such claim, whichever shall first occur.

For the purpose of this Indorsement the term "insured owner" is defined as any insured described in paragraph 3. of Schedule A and, subject to any rights or defenses the Company may have had under said Policy and all indorsements, such insured's heirs, distributees, devisees, survivors, personal representatives or next of kin.

Nothing herein contained shall be construed as extending or changing the effective date of said Policy.

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.

Dated: March 17, 1983
At: 10:30 a.m.

WESTERN TITLE INSURANCE COMPANY

By  _____
J.P. Anderson, President

NOTE: In connection with a future application for title insurance covering said land, a credit on premium charges (if applicable at all) will be allowed only upon the original face amount of insurance as stated in Schedule A of said Policy.



MEMORANDUM
City of San Leandro
Public Works Department

March 24, 1983

MEMO TO: City Clerk
FROM: Georgia Dennehey, Administrative Assistant
SUBJECT: CHECK FOR PRORATED TAXES 1212 KELLY AVENUE

Attached please find Western Title Insurance Company's check, payable to the Alameda County Board of Supervisors, for \$66.78. This check is to cover the prorated taxes on the subject property, which was recently purchased by the City.

Please send this check to the County, along with the necessary forms to remove the property from the tax roles.

GD:DB

Attachment: Escrow Closing Statement

cc: Jim O'Leary



CITY OF SAN LEANDRO
MAR 25 1983
CITY CLERK'S OFFICE

ORIGINAL FILED
WITH
RICHARD H. WEST
CITY CLERK
City of San Leandro

By _____ Deputy

THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

On motion of Supervisor _____, Seconded by Supervisor _____
and approved by the following vote,
Ayes: Supervisors _____
Noes: Supervisors _____
Excused or Absent: Supervisors _____

THE FOLLOWING RESOLUTION WAS ADOPTED: SEPTEMBER 27, 1983
CANCEL TAXES NUMBER R-83-606

WHEREAS, certain real property situate in the City of San Leandro, County of Alameda, State of California, and more particularly described under the following account number(s):
CITY of SAN LEANDRO

77A-633-1 ALL (1982-83 & 1983-84)

SEP 30 1983

CITY CLERK'S OFFICE

1212 Kelly

is now subject to a lien for uncollected taxes or assessments and penalties or costs thereon; and

WHEREAS, after the time said taxes or assessments and penalties and costs thereon became a lien on said real property, it was acquired by the City of San Leandro, as shown on that/those certain deed(s) duly recorded in the office of the Recorder of Alameda County, and because of such public ownership is not subject to sale for delinquent taxes; and

WHEREAS, the City of San Leandro has requested the cancellation of said uncollected taxes and assessments and penalties and costs thereon now a lien upon the hereinabove described real property;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by this Board of Supervisors, with the written consent of the County Counsel of the County of Alameda, and the authorization of the City Council of the City of San Leandro,

that the County Auditor be and he is hereby ordered and directed to cancel any and all uncollected taxes or assessments and penalties or costs thereon, now a lien upon the above described parcel(s) of real property, taking into consideration the pro-rata tax payment in the sum of \$ 66.78, submitted by Western Title Insurance Company, and deposited in the Alameda County Treasury by Deposit Permit No. 82107; provided, however, that this resolution and order shall not be construed as making or authorizing the cancellation of any taxes or assessments or penalties or costs thereon, charged or levied on any possessory interest in or to said parcel(s) of real property, or any special assessment levied on said parcel(s) of real property; and

BE IT FURTHER RESOLVED AND ORDERED that if said parcel(s) of real property has/have been sold to the State for nonpayment of any of said taxes, and a certificate of sale or deed therefor has been issued to the State, and the State has not disposed of the property so sold, the County Auditor be and he is hereby ordered and directed to cancel the certificate of sale or deed so issued; and

BE IT FURTHER RESOLVED that pursuant to the provisions of Sections 134, 2921.5 and 4986 of the Revenue and Taxation Code, the Auditor is hereby authorized and directed to transfer uncollected taxes and penalties thereon from the "Secured Roll" to the "Unsecured Roll".

CONSENT OF THE COUNTY COUNSEL OF THE
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

The County Counsel of the County of Alameda, State of California, hereby consents to the cancellation of all uncollected ~~XXXXXX~~ taxes or assessments and penalties or costs thereon, charged or levied and now a lien upon the real property hereinabove described, and as shown on that/those certain deed(s) duly recorded in the office of the Recorder of Alameda County.

RICHARD J. MOORE
County Counsel for the County of Alameda,
State of California

By T. J. FENNONE
Deputy County Counsel for the County of Alameda,
State of California

I CERTIFY THAT THE FOREGOING IS A COR
RECT COPY OF A RESOLUTION ADOPTED BY
THE BOARD OF SUPERVISORS ALAMEDA

COUNTY, CALIFORNIA

SEP 27 1983
SEP 27 1983

ATTEST:

WILLIAM MEHRWEIN, CLERK OF
THE BOARD OF SUPERVISORS

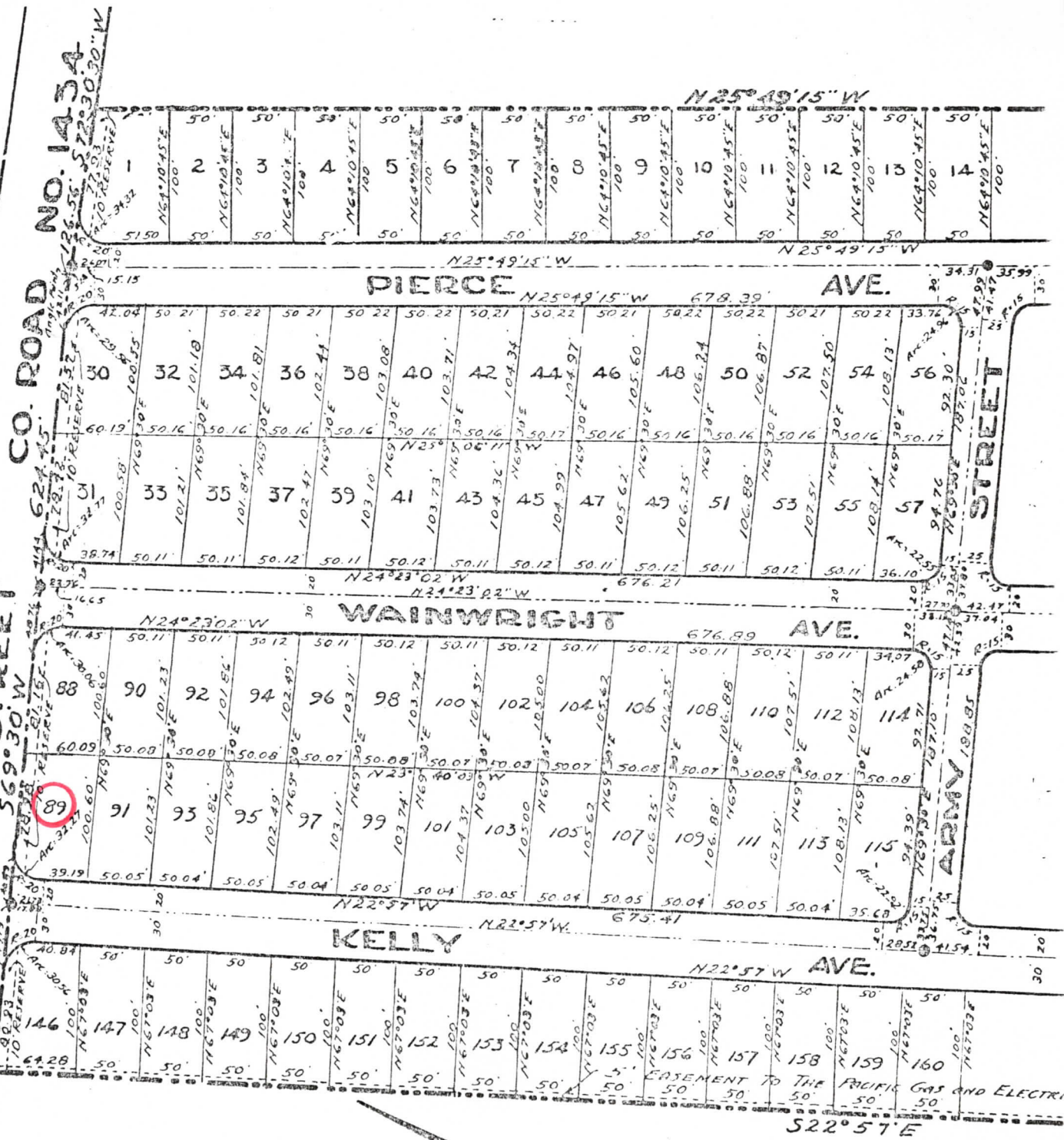
BY: *William Mehrwein*

CITY OF SAN LEAN...

SEP 27 1983

CITY CLERK'S OFFICE

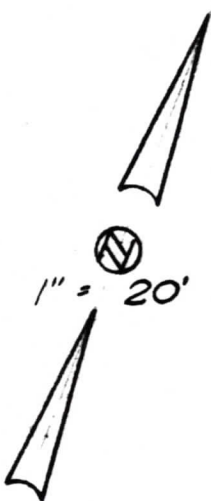
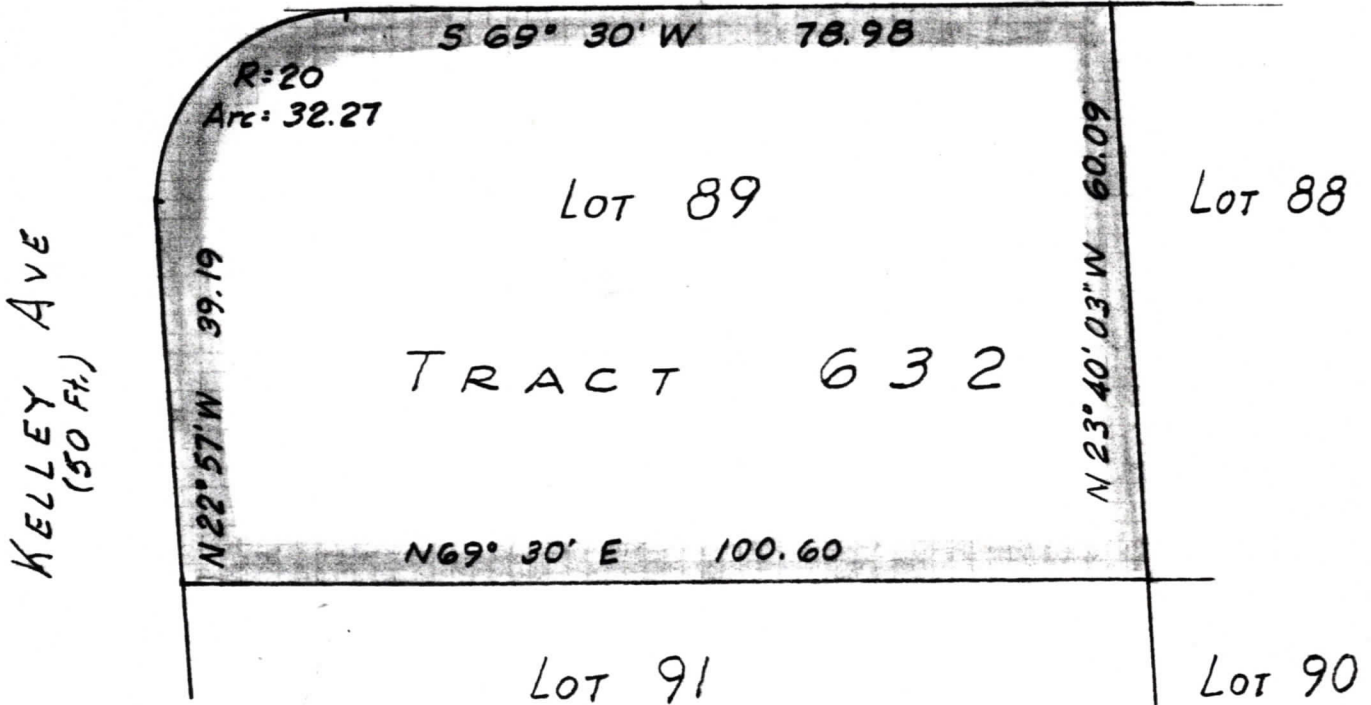
NO. 14354



FILED JULY 18, 1942
 MAP BOOK B AT PAGES 28+29
 ALAMEDA COUNTY RECORDS.

TRACT 632
 SAN LEANDRO
 ALAMEDA COUNTY CALIF.

DAVIS ST (Co. Rd. No. 1434)



ACQUIRED
 BY 83-043378
 DATE MAR. 17, 1983
 PLOTTED APR. 18, 1983
 CITY CLERK FILE NO. 1-100



Parcel to be Acquired
 Area = 5,894 S.F. (±)
 LD 82-31

PUBLIC WORKS DEPARTMENT — CITY OF SAN LEANDRO

NO.	DATE	REVISION

SOUTHEAST CORNER
 DAVIS ST
 & KELLEY AVE

77A-633-1

Curley

APPROVAL DATE Nov 29, 1982
 P. H. LONG - R.C.E. NO. 13170
 PUBLIC WORKS DIRECTOR
 CHECKED BY
 DRAWN BY: JA
 SCALE: 1" = 20'
 DWG 859 CASE 1602