RECORDING REQUESTED BY

TITLE INSURANCE & TRUST CO.
SL-236404

AND WHEN RECORDED MAIL TO

Name
Street Address
City & State

THE CITY OF SAN LEANDRO
CITY MANAGERS OFFICE
835 E. 14TH STREET
SAN LEANDRO, CALIF. 94577

MAIL TAX STATEMENTS TO

Name
Street Address
City & State

SAME AS ABOVE

RE:4232 IM:269

001

76- 8745

RECORDED at REQUEST OF
Title Insurance & Trust Co.
At 10:30 A.M.
JAN 20 1976
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

DH

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

ASSTS. POL NO.
TO 405.1 CA (5-73)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

The undersigned grantor(s) declare(s):
Documentary transfer tax is $ NA .
( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (x) City of SAN LEANDRO, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
EMMA M. SCHUMACHER, A WIDOW

hereby GRANT(S) to THE CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

the following described real property in the CITY OF SAN LEANDRO,
County of ALAMEDA, State of California:

SEE EXHIBIT "A" ATTACHED AND MADE A PART HEREOF.
A PORTION OF
PARCEL NO. 5 L.S.D.
ON S.B.E. MAP 279-01-22

Dated JANUARY 6, 1976

x Emma M. Schumacher
EMMA M. SCHUMACHER
by; Virginia F. Schumacher
VIRGINIA F. SCHUMACHER, HER
ATTORNEY IN FACT

STATE OF CALIFORNIA
COUNTY OF _____ } SS.
On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the person _____ whose name _____ subscribed to the within instrument and acknowledged that _____ executed the same.
WITNESS my hand and official seal.

Signature _____

Name (Typed or Printed)

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

TITLE INSURANCE
AND TRUST

A TICOR COMPANY

Grant Deed

TITLE INSURANCE
AND TRUST

A TICOR COMPANY

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

Grant Deed

TITLE INSURANCE
AND TRUST

A TICOR COMPANY

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

TITLE INSURANCE
AND TRUST

A TICOR COMPANY

76- 8745 RE:4232 IM:270

This is to certify that th interest in real property conve d by Deed or Grant, dated **January 6, 1976**, from **EMMA M. SCHUMACHER, A WIDOW**

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 recordation thereof by its duly authorized officer.

Dated: **JANUARY 7, 1976**

Richard H. West

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

TO 444 C
(Attorney in Fact)

76- 8745

TI

STATE OF CALIFORNIA
COUNTY OF Alameda } SS.

On January 9, 1976 before me, the undersigned, a Notary Public in and for said State, personally appeared Virginia F. Schumacher, known to me to be the person___ whose name is subscribed to the within instrument, as the Attorney___ in fact of Emma M. Schumacher, and acknowledged to me that she subscribed the name ___ of Emma M. Schumacher thereto as principal___ and her own name___ as Attorney___ in fact.

STAPLE HERE

WITNESS my hand and official seal.

Signature Katherine A. Nepote

Katherine A. Nepote
Name (Typed or Printed)

OFFICIAL SEAL
KATHERINE A. NEPOTE
NOTARY PUBLIC-CALIFORNIA
ALAMEDA COUNTY
My Commission Expires May 22, 1977

(This area for official notarial seal)

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, PROVIDED TWO DRIVEWAYS ARE ALLOWED BY THE CITY, FOR THE FULL PRICE OF ONE THOUSAND SEVEN HUNDRED TWENTY AND NO/100----------($1,720.00) 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 SEVEN HUNDRED TEN AND NO/100----- ($1,710.00) DOLLARS, IN FULL PAYMENT OF THE PURCHASE PRICE OF SAID REAL PROPERTY: BUT IF SAID OPTION IS NOT CLOSED WITHIN 90 days FROM DATE HEREOF, I AM TO RETAIN THE SAID SUM OF TEN AND NO/100--- ($ 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 10th DAY OF September, 19 75.

Virginia F. Schumacher

Virginia F. Schumacher, attorney in fact

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

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of Lot 10 of the L. Knox Tract, as shown on the map thereof filed April 11, 1893, in Book 14 of Maps at page 10, Alameda County Records, and being further described as follows:

Commencing at a point on the center line of 143rd Avenue (formerly Knox Avenue), 50 feet wide, distant thereon north 43°24'45" east 250.00 feet from the northeast line of Washington Avenue (formerly San Lorenzo Avenue), 60 feet wide, as said avenues are shown on said map; thence south 46°35'15" east 25.00 feet to the southeast line of said 143rd Avenue and the TRUE POINT OF BEGINNING; thence along said southeast line of 143rd Avenue north 43°24'45" east 160.00 feet; thence south 46°35'15" east 5.00 feet to a line drawn parallel with and 5.00 feet southeasterly, measured at right angles, from said southeast line of 143rd Avenue; thence along said parallel line south 43°24'45" west 160.00 feet; thence north 46°35'15" west 5.00 feet to the BEGINNING.

The above described parcel of land contains 800 square feet, more or less.

Optionor (seller) shall, at his expense, install curbs, sidewalks and driveway apron to City specifications.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, EMMA M. SCHUMACHER, presently residing in Oakland, California, do hereby appoint my daughter-in-law, VIRGINIA F. SCHUMACHER, and my grandson, KERN W. SCHUMACHER, my agent and my attorney and they are empowered to act either jointly or singly for and in the name, place and stead of the undersigned to receive and receipt for any and all sums of money or payments due or to become due to me; to deposit in either or both their names or in my name in any bank or banks or other institutions any and all moneys due me and collected or received by either or both of them; to pay any and all bills, accounts, claims and demands now or hereafter payable by me; to draw, by checks or drafts or otherwise, upon any and all bank accounts or deposits or other accounts or deposits belonging to me, and generally to do and perform all matters and things, transact all business, make, execute, and acknowledge all contracts, orders, deeds, notes, writings, assurances, and instruments which may be requisite or proper to effectuate any transaction appertaining to property belonging to me or in which I may have an interest; to make and file in my name and on my behalf any and all United States and/or State of California Income Tax Returns, Declarations of Estimated Tax, Claims for Refund, Gift Tax Returns or other tax or information returns and without in any way limiting the general authority hereinabove conferred on my said attorneys, I specifically authorize either or both of them to execute orders for the purchase or sale of securities, make deliveries of and/or accept deliveries of securities and otherwise deal with and through my stock brokerage accounts in the manner and to the extent that I might personally act and generally to act for me in all matters affecting my business or property, real or personal, with the same force and effect and to all intents and purposes as though I were personally present and acting for myself, hereby ratifying and confirming whatsoever my said attorneys shall do by authority hereof.

This Power of Attorney shall continue in full force and effect until it is revoked in writing by me.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of February, 1971.

Emma M. Schumacher
Emma M. Schumacher

STATE OF CALIFORNIA,
County of Alameda. } ss.

On this 9th day of February, 1971, before me KATHERINE A. NEPOTE, a Notary Public in and for the County of Alameda, State of California, personally appeared EMMA M. SCHUMACHER, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

WITNESS my hand and notarial seal the day and year in this certificate first above written.

Katherine A. Nepote
NOTARY PUBLIC
In and for the County of Alameda, State of California.

OFFICIAL SEAL
KATHERINE A. NEPOTE
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Commission Expires May 22, 1973

September 26, 1975

John A. Deadrich III
581 East 14th Street
San Leandro, Ca 94577

Dear Mr. Deadrich:

I am sorry to be late with this enclosed option to purchase five feet of land from Emma M. Schumacher's property at 564 - 143rd Avenue, San Leandro, California.

You will note that I added in the first paragraph of the option, where we give the city the otion of buying our land, the statement: "PROVIDED TWO DRIVEWAYS ARE ALLOWED BY THE CITY,". This is in compliance with the desire of Mr. Marsh representing our tenant The Pacific Telephone and Telegraph Company. The employees of the company wish to park parallel in this area. It is our understanding that the city is willing to go along with this.

The document is stapled to a photo copy of a POWER OF ATTORNEY as Mrs. Emma M. Schumacher is very old and unable to sign her name any longer. I believe that when the deed is filed it will require an original power of attorney.

We wish to call your attention to the age and condition of Mrs. Emma M. Schumacher, as her death (which is not expected at any particular time) may cause some problem later.

Thank you for your patience in this matter.

Very truly yours,

Kay Nepote

(Miss) Kay Nepote

kn

ES 285 (6-73)
TRANSMITTAL LETTER

CK

TITLE INSURANCE AND TRUST

PLEASE REPLY TO:
P. O. BOX 2069 94604

JANUARY 29, 1976

THE CITY OF SAN LEANDRO
CIVIC CENTER 835 E. 14TH STREET
SAN LEANDRO, CALIF. 94577

ORDER No. SL-236404
LOAN No.
REFERENCE

ATTN: L. E. RIORDAN
ASSISTANT CITY MANAGER

In connection with the above transaction, we enclose:

- [x] Policy of Title Insurance — CLTA [x] ALTA [ ] — ORIGINAL AND COPY
- [ ] Escrow closing statement
- [ ] Our Check # in the amount of $
- [ ] Deed from
- [ ] Deed of Trust executed by
- [ ] Original Note for $ made by in favor of
- [ ] Fire Policy # issued by Amount $ Expiration date.
- [ ] Copy of recorded document which you requested
- [ ] Receipted tax bill
- [ ] Covenants, Conditions and Restrictions
- [ ]
- [ ]

Any recorded documents to which you are entitled will be forwarded.

Thank you for giving us the opportunity of serving you.

Title Insurance and Trust Company

BY RUTH HOLDER/RJ

X

Schedule A

No.	Date of Policy:
SL-236404	JANUARY 20, 1976 AT 10:30 A.M.
Amount of Insurance:	Premium
$ 1,720.00	$ 100.00

E-84, X 37

1. Name of Insured:

THE CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

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

THE CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

3. The estate or interest in the land described in Schedule C and which is covered by this policy is a fee.

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 I

All matters set forth in paragraphs numbered 1(one) to 11(eleven) inclusive on the inside cover sheet of this policy under the heading of Schedule B Part I.

Part II

1. GENERAL AND SPECIAL COUNTY TAXES FOR THE FISCAL YEAR 1975-76
TAXES BASED UPON LAND VALUE ONLY ... $17,600.00
NO IMPROVEMENTS INCLUDED

ASSESSED TO	:	THE PACIFIC TELEGRAPH COMPANY
PARCEL NO.	:	5 L.S.D.
ON S.B.E. MAP	:	279-01-22
1ST INSTALLMENT	:	$832.48 NOT MARKED PAID
2ND INSTALLMENT	:	$832.48 PAYABLE
CODE AREA NO.	:	10016
REFERENCE NO.	:	001507 AND 1510

SAID MATTER AFFECTS THIS AND OTHER PROPERTY.

Schedule C

The land referred to in this policy is described as follows:

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

BEING A PORTION OF LOT 10 OF THE L. KNOX TRACT, AS SHOWN ON THE MAP THEREOF FILED APRIL 11, 1893, IN BOOK 14 OF MAPS AT PAGE 10, ALAMEDA COUNTY RECORDS, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTER LINE OF 143RD AVENUE (FORMERLY KNOX AVENUE), 50 FEET WIDE, DISTANT THEREON NORTH 43° 24' 45" EAST 250.00 FEET FROM THE NORTHEAST LINE OF WASHINGTON AVENUE (FORMERLY SAN LORENZO AVENUE), 60 FEET WIDE, AS SAID AVENUES ARE SHOWN ON SAID MAP; THENCE SOUTH 46° 35' 15" EAST 25.00 FEET TO THE SOUTHEAST LINE OF SAID 143RD AVENUE AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHEAST LINE OF 143RD AVENUE NORTH 43° 24' 45" EAST 160.00 FEET; THENCE SOUTH 46° 35' 15" EAST 5.00 FEET TO A LINE DRAWN PARALLEL WITH AND 5.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHEAST LINE OF 143RD AVENUE; THENCE ALONG SAID PARALLEL LINE SOUTH 43° 24' 45" WEST 160.00 FEET; THENCE NORTH 46° 35' 15" WEST 5.00 FEET TO THE BEGINNING.

Schedule C

The land referred to in this policy is described as follows

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

BEING A PORTION OF LOT 10 OF THE L. KNOX TRACT, AS SHOWN ON THE MAP THEREOF FILED APRIL 11, 1893, IN BOOK 14 OF MAPS AT PAGE 10, ALAMEDA COUNTY RECORDS, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTER LINE OF 143RD AVENUE (FORMERLY KNOX AVENUE), 50 FEET WIDE, DISTANT THEREON NORTH 43° 24' 45" EAST 250.00 FEET FROM THE NORTHEAST LINE OF WASHINGTON AVENUE (FORMERLY SAN LORENZO AVENUE), 50 FEET WIDE, AS SAID AVENUES ARE SHOWN ON SAID MAP; THENCE SOUTH 46° 35' 15" EAST 25.00 FEET TO THE SOUTHEAST LINE OF SAID 143RD AVENUE AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHEAST LINE OF 143RD AVENUE NORTH 43° 24' 45" EAST 160.00 FEET; THENCE SOUTH 46° 35' 15" EAST 5.00 FEET TO A LINE DRAWN PARALLEL WITH AND 5.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHEAST LINE OF 143RD AVENUE; THENCE ALONG SAID PARALLEL LINE SOUTH 43° 24' 45" WEST 160.00 FEET; THENCE NORTH 46° 35' 15" WEST 5.00 FEET TO THE BEGINNING.

TO 1919 CA (7-74)
INDORSEMENT FORM 41 I

OWNER'S INFLATION PROTECTION INDORSEMENT

ATTACHED TO POLICY NO.
ISSUED BY SL-236404

Title Insurance and Trust Company

The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the Insured Owner named in said Policy, 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.

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.

Title Insurance and Trust Company

By John J Eagan *Secretary*

NOTE: In connection with a future application for title insurance covering said land, reissue 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.

TITLE INSURANCE AND TRUST

A TICOR COMPANY

Policy of Title Insurance

SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, TITLE INSURANCE AND TRUST 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.

Title Insurance and Trust Company

by John E. Flood, Jr.
President

Attest John J. Eagan
Secretary

Schedule B Part I

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.

10. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by making inquiry of the lessors in the lease or leases described or referred to in Schedule A.

11. The effect of any failure to comply with the terms, covenants and conditions of the lease or leases described or referred to in Schedule A.

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 subparagraph (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 I 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.

(CONDITIONS AND STIPULATIONS Continued on the inside of the Last Page of This Poilcy)

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

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 said 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 the 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.

(CONDITIONS AND STIPULATIONS Continued and Concluded on Reverse Side of This Page)

(CONDITIONS AND STIPULATIONS Continued and Concluded From Reverse Side of This Page)

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.

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, the Secretary, an Assistant Secretary, or validating officer or authorized signatory 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 the office which issued this policy or to its Home Office, 433 South Spring Street, P.O. Box 2586, Los Angeles, California 90051.

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

TITLE INSURANCE AND TRUST

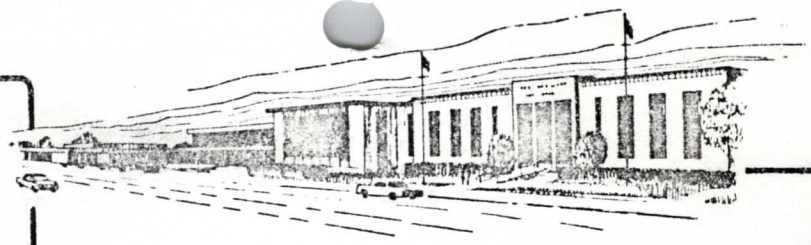
A TICOR COMPANY

Ticor

of Title Insurance

City of San Leandro
Civic Center, 835 E. 14th Street
San Leandro, California 94577

Office of City Clerk 415-638-4100



February 23, 1976

The Honorable Board of Supervisors
County of Alameda
1221 Oak Street
Oakland, California

Subject: Tax Cancellation

Gentlemen:

The City Council of the City of San Leandro has acquired fee title to the real property described in the attached legal description and all improvements thereon.

Title was taken by deed from Emma M. Schumacher

recorded in the Official Records of the County of Alameda under the County Recorder's Serial No. 76-8745, RE: 4232 IM: 269,270,271 on January 20, 19 76.

It is requested that your Honorable Board will:

1. (X) Cancel taxes on the above property.

2. ( ) Accept the attached Check No._____ made by _____ in the amount of $_____, to cover the accrued current real property taxes to the above date of recordation, (included in the check amount is any current personal property taxes which are secured by a lien on the real property) and cancel the current lien from that date on as provided in Section 4986 of the Revenue and Taxation Code.

3. ( ) Refund to this City Council the unearned portion of the current property taxes as provided for in Section 5096.3 of the Revenue and Taxation Code in the sum of $_____.

Upon your approval, we would appreciate receiving a certified copy of the adopting resolution.

Very truly yours,

Richard H. West

Richard H. West, City Clerk

CENTENNIAL-BICENTENNIAL San Leandro 1972 72

TITLE INSURANCE & TRUST CO.
SL-236404

76- 8745

EXHIBIT "A"

RE:4232 IM:271

REAL PROPERTY IN THE CITY OF SAN LEANDRO, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING A PORTION OF LOT 10 OF THE L. KNOX TRACT, AS SHOWN ON THE MAP THEREOF FILED APRIL 11, 1893, IN BOOK 14 OF MAPS AT PAGE 10, ALAMEDA COUNTY RECORDS, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTER LINE OF 143RD AVENUE (FORMERLY KNOX AVENUE), 50 FEET WIDE, DISTANT THEREON NORTH 43° 24' 45" EAST 250.00 FEET FROM THE NORTHEAST LINE OF WASHINGTON AVENUE (FORMERLY SAN LORENZO AVENUE), 60 FEET WIDE, AS SAID AVENUES ARE SHOWN ON SAID MAP; THENCE SOUTH 46° 35' 15" EAST 25.00 FEET TO THE SOUTHEAST LINE OF SAID 143RD AVENUE AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHEAST LINE OF 143RD AVENUE NORTH 43° 24' 45" EAST 160.00 FEET; THENCE SOUTH 46° 35' 15" EAST 5.00 FEET TO A LINE DRAWN PARALLEL WITH AND 5.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHEAST LINE OF 143RD AVENUE; THENCE ALONG SAID PARALLEL LINE SOUTH 43° 24' 45" WEST 160.00 FEET; THENCE NORTH 46° 35' 15" WEST 5.00 FEET TO THE BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 800 SQUARE FEET, MORE OR LESS.

75- 8745

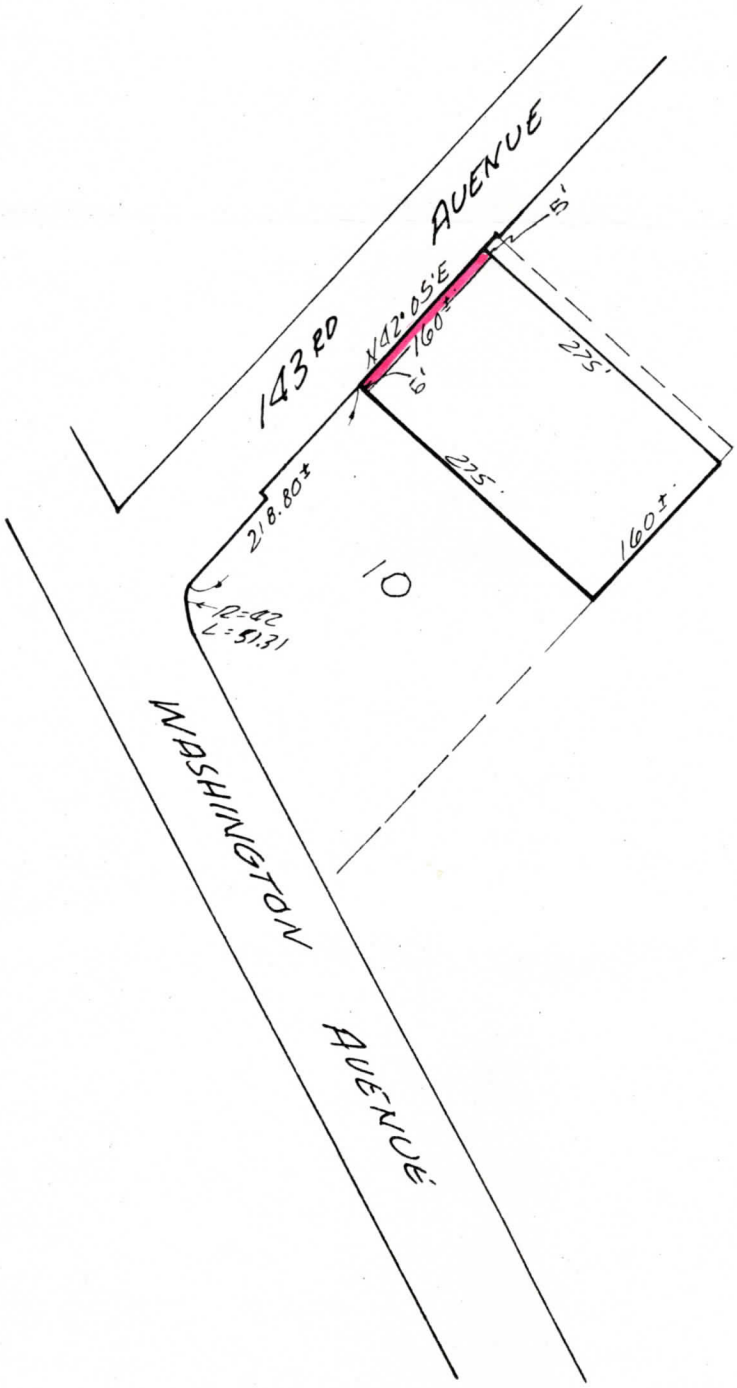
RE:4252 M:271

EXHIBIT "A"

REAL PROPERTY IN THE CITY OF SAN LEANDRO, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING A PORTION OF LOT 10 OF THE L. KNOX TRACT, AS SHOWN ON THE MAP THEREOF FILED APRIL 11, 1893, IN BOOK 14 OF MAPS AT PAGE 10, ALAMEDA COUNTY RECORDS, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTER LINE OF 143RD AVENUE (FORMERLY KNOX AVENUE), 50 FEET WIDE, DISTANT THEREON NORTH 45° 24' 45" EAST 250.00 FEET FROM THE NORTHEAST LINE OF WASHINGTON AVENUE (FORMERLY SAN LORENZO AVENUE), 60 FEET WIDE, AS SAID AVENUES ARE SHOWN ON SAID MAP; THENCE SOUTH 46° 35' 15" EAST 25.00 FEET TO THE SOUTHEAST LINE OF SAID 143RD AVENUE AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHEAST LINE OF 143RD AVENUE NORTH 45° 24' 45" EAST 160.00 FEET; THENCE SOUTH 46° 35' 15" EAST 5.00 FEET TO A LINE DRAWN PARALLEL WITH AND 5.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHEAST LINE OF 143RD AVENUE; THENCE ALONG SAID PARALLEL LINE SOUTH 45° 24' 45" WEST 160.00 FEET; THENCE NORTH 46° 35' 15" WEST 5.00 FEET TO THE BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 800 SQUARE FEET, MORE OR LESS.



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.