

Order No.
Escrow No. 804066
Loan No.

78-233314

RE:5697 IM: 21

RECORDED at REQUEST OF
First American Title Co.
At 10:30 A.M.
NOV 30 1978
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

TRANSFER
TAX PAID
ALAMEDA COUNTY

WHEN RECORDED MAIL TO:
City of San Leandro
Civic Center, 835 E. 14th Street
San Leandro, Ca. 94577

DJP

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

DOCUMENTARY TRANSFER TAX \$ 39.05

..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

SAME AS ABOVE

Signature of Declarant or Agent determining tax - Firm Name
First American Title Guaranty Co.

A.P. #77D-1484-19

GRANT DEED

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

THOMAS E. MC CURDY and GENEVIEVE F. MC CURDY, his wife,
hereby GRANT(S) to CITY OF SAN LEANDRO, a municipal corporation

the real property in the City of San Leandro
County of Alameda, State of California, described as
Lot 5, Block 5, Tract 744, filed May 31, 1946, Map Book 12, pages 28 and 29,
Alameda County Records.

RE:5697 IM: 22

This is to certify that the interest in real property conveyed by Deed or Grant,
dated November 21, 1978, from Thomas E. McCurdy and Genevieve F. McCurdy,
his wife,
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: November 21, 1978

78-233314

Richard H. West

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

Dated November 21, 1978

Thomas E. McCurdy
Thomas E. McCurdy

STATE OF CALIFORNIA }
COUNTY OF Alameda } ss.

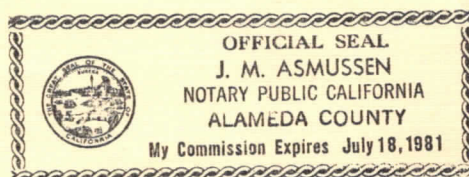
Genevieve F. McCurdy
Genevieve F. McCurdy

On November 28, 1978
before me, the undersigned, a Notary Public in and for said
State, personally appeared Thomas E. McCurdy
and Genevieve F. McCurdy

known to me to be the person s whose name s are
subscribed to the within instrument and acknowledged that
they executed the same.

WITNESS my hand and official seal.

Signature *J. M. Asmusen*



File 1-033
APN 77D-1484-19

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

804066A 1002 (10/69)



First American Title Insurance Company

HOME OFFICE: 421 NORTH MAIN STREET, SANTA ANA, CALIFORNIA 92701 · (AREA 714) 558-3211

A subsidiary of The First American Financial Corporation

STATE OF CALIFORNIA,

COUNTY OF ALAMEDA

} ss.

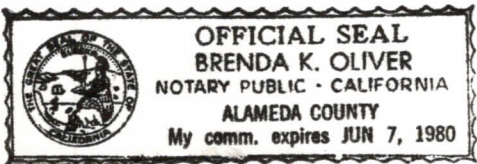
ON November 8, 19 78,
before me, the undersigned, a Notary Public in and for said State, personally appeared
GENEVIEVE F. McCURDY

_____, 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 official seal.

Brenda K. Oliver

Notary Public in and for said State.



O P T I O N

In consideration of TEN AND NO/100----- (\$ 10.00) DOLLARS,
THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, I HEREBY GIVE TO The CITY OF ---
SAN LEANDRO, a Municipal Corporation ----- HEREINAFTER REFERRED
TO AS OPTIONEE, THE OPTION OF BUYING, FOR THE FULL PRICE OF THIRTY FIVE THOUSAND
ONE HUNDRED FORTY TWO AND NO/100----- (\$ 35,142.00) 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: Lot 5, Block 5, Tract 744, filed May 31, 1946,
Map Book 12, Pages 28 and 29, Alameda County Records. -----

OPTIONEE SHALL HAVE THE RIGHT TO CLOSE THIS APPLICATION AT ANY TIME WITHIN
60 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 THIRTY FIVE THOUSAND
ONE HUNDRED THIRTY TWO AND NO/100--- (\$ 35,132.00) DOLLARS, IN FULL PAYMENT
OF THE PURCHASE PRICE OF SAID REAL PROPERTY: BUT IF SAID OPTION IS NOT CLOSED
WITHIN 60 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 60 days ---, THE
AMOUNT PAID AS AFORESAID IS TO BE APPLIED TOWARDS THE PURCHASE PRICE. TIME IS
OF THE ESSENCE OF THIS CONTRACT.

DATED THIS 7th DAY OF November, 19 78.

Thomas E. McCurdy
Genevieve J. McCurdy

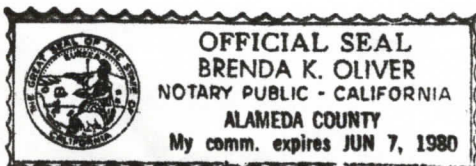
State of California)
County of Alameda) ss

On this 7th day of November 19 78, before me, the undersigned
Notary Public, personally appeared

THOMAS E. MCCURDY

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

Brenda K. Oliver
Notary Public in and for said County and State



File 1-033
APN 77D-1484-19

THE CITY OF
SAN FRANCISCO, a Municipal Corporation
DO hereby certify that
ONE HUNDRED FORTY TWO AND NO/100
\$4,112.00
of the City of San Francisco

Map Book 12, Pages 22 and 23, Alameda County Records.
Lot 2, Block 2, Street 744, Filed May 21, 1945

60 days
EXCISE TAX
ONE HUNDRED THIRTY TWO AND NO/100 -- \$4,112.00

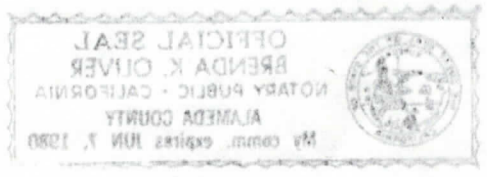
WITHIN 60 days
BY THE PAYOR OF THE TAX

37th AND WO/100 11.00
60 days
RECEIVED AS THE TAX
BY THE OFFICER OF THIS OFFICE
November 7th 1945

Handwritten signature

On this 7th day of November, 1945, before me, the undersigned
Notary Public, appeared
Know to me to be the person whose name is subscribed to the foregoing
and who executed the within instrument and acknowledged to me that he
executed the same.

Handwritten signature



File 1-22
AM-1-1945

CITY OF SAN LEANDRO

1-033

INTEROFFICE MEMO

TO City Clerk

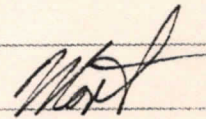
DATE Nov. 9, 1978

FROM Mort Calvert

SUBJECT Certificate of Acceptance - 995 Adason - McCurdy Property

Please prepare a signed but undated certificate of acceptance for the acquisition of the McCurdy property located at 995 Adason, as approved by the City Council on Nov. 6, 1978. Please send me the certificate when it's ready.

WMC/ag



9 November 1978

You've got it.

Maggie

CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO John Jermanis via R.H. Ward

RHW

DATE Dec. 7, 1978

FROM Alice Guinan

SUBJECT Real Estate Tax Checks - Halcyon Drive

As you probably know, the City recently acquired two properties in connection with the Halcyon Drive Widening project - 1038 Halcyon Drive and 995 Adason (the burned down house). According to Jan Asmussen of First American Title Guaranty Co. (see attached letter), the City must present the attached checks to the Assessor in order to have these properties removed from the tax rolls. I would appreciate it if you could do this, or if you can't, tell me how I go about having it done.

Thanks.

Alice

CITY OF SAN LEANDRO

1-033

INTEROFFICE MEMO

TO City Clerk DATE Dec. 13, 1978
FROM Alice Guinan
SUBJECT Grant Deed and Title Insurance - 995 Adason

Attached, for your files, please find a copy of the grant deed for the property recently acquired by the City at 995 Adason. The deed was recorded, with title vested in the City, on Nov. 30, 1978.

ag
Attach.

Alice

RECEIVED
CITY OF SAN LEANDRO

DEC 15 1978

RICHARD H. WEST
CITY CLERK

File 1-033

APN 770-1484-19

City Clerk

Office of the City Clerk

RECEIVED FOR THE CITY OF SAN LEANDRO
THE CITY CLERK'S OFFICE HAS RECEIVED FROM THE
OFFICE OF THE CITY CLERK THE FOLLOWING INFORMATION:

RECEIVED
CITY OF SAN LEANDRO

DEC 12 1978

RICHARD H. WEST
CITY CLERK

100-100000
100-100000



POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, FIRST AMERICAN 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, First American 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.



First American Title Insurance Company

BY  PRESIDENT

ATTEST  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 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.

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 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

(Continued on inside back cover)

SCHEDULE A

sg

Total Fee for Title Search, Examination
and Title Insurance \$ 209.25

Amount of Insurance: \$ 35,142.00 ✓

Policy No. 804066

Date of Policy: November 30, 1978 at 10:30 a.m.

1. Name of Insured:

CITY OF SAN LEANDRO

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

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

*File 1-033
APN 77D-1484-19*

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.

Part Two:

SEE NEXT PAGE

SCHEDULE B
PART II

A. COUNTY TAXES for the fiscal year 1978-79

1st Install: \$44.83 open

2nd Install: \$44.83 open

Real: \$2,875.00

Impr: \$250.00

Pers. Pty: none

Exempt: \$1,750.00

A. P. No: 77D-1484-19

Code Area: 10-034

THE AMOUNTS include \$12.50 per installment for
L-29 Oro Loma Sewer Charge

1. Covenants, conditions and restrictions contained in the Declaration,
Recorded: July 5, 1946, Book 4934, Page 89, Official Records
but deleting restrictions if any, based on race, color, religion or
national origin.

CONTAINS no reversionary clause.

CONTAINS mortgagee protection clause.

SCHEDULE C

The land referred to in this policy is situated in the State of California
County of Alameda, Township of Eden,

and is described as follows:

Lot 5, Block 5, Tract 744, filed May 31, 1946, Map Book 12, Pages 28
and 29, Alameda County Records.

A. P. No: 77D-1484-19

CONDITIONS AND STIPULATIONS

(Continued from inside front cover)

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.

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 its home office at 421 North Main Street, Santa Ana, California, 92701, or to the office which issued this policy.

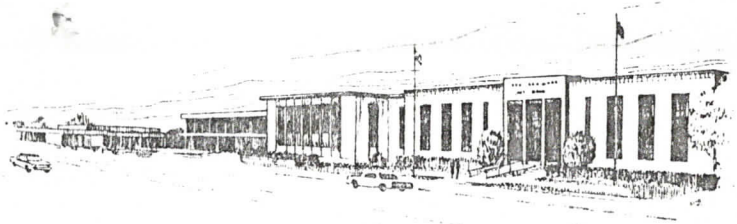
POLICY OF TITLE INSURANCE



First American Title Insurance Company

HOME OFFICE: SANTA ANA CALIFORNIA

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



Office of City Clerk 415-577-3366

19 January 1979

The Honorable Board of Supervisors
County of Alameda
1221 Oak Street
Oakland, California 94612

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 Thomas E. McCurdy and

Genevieve F. McCurdy

recorded in the Official Records of the County of Alameda under the County Recorder's Serial No. 78-233314, RE: 5697 IM 21; 22 on 30 November, 1978.

It is requested that your Honorable Board will:

1. () Cancel taxes on the above property.
2. (XX) Accept the attached Check No. 08-03318 made by First American Title Guaranty Company in the amount of \$ 37.13, 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, CMC
City Clerk

MAR 27 1979

REEL _____ IMAGE _____

Approved as to Form
RICHARD J. MOORE, County Counsel

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: CANCEL TAXES NUMBER **182258**

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):

- 77D-1485-10 ALL (1978-79) *Azavedo 1-032*
- ✓ 77D-1484-19 ALL (1978-79) *McCurdy 1-033*

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 written consent of the City Attorney 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; 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 county 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.

CERTIFY THAT THE FOREGOING IS A CORRECT COPY OF A RESOLUTION ADOPTED BY THE BOARD OF SUPERVISORS, ALAMEDA COUNTY, CALIFORNIA MAR 27 1979

ATTEST: MAR 27 1979
WILLIAM MEHRWEIN, CLERK OF THE BOARD OF SUPERVISORS
BY: *[Signature]*

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

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

*File 1-033
APN 77D-1484-19*

CONSENT OF THE CITY ATTORNEY OF THE CITY OF SAN LEANDRO
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

The City Attorney of the City of San Leandro, County of Alameda, State of California, hereby consents to the cancellation of all uncollected city 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 those certain deeds duly recorded in the office of the Recorder of Alameda County.

GLENN A. FORBES
City Attorney of the City of San Leandro
County of Alameda, State of California

CONSIST OF THE CITY ATTORNEY OF THE CITY OF SAN LEANDRO

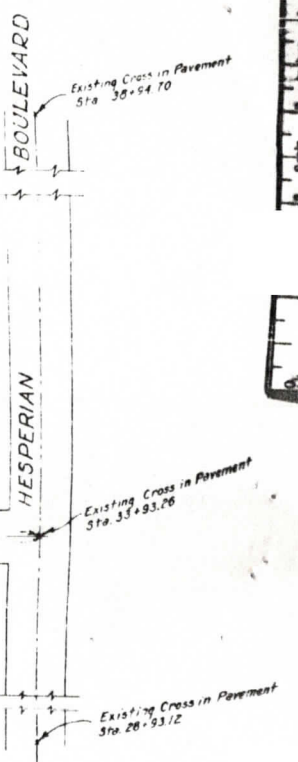
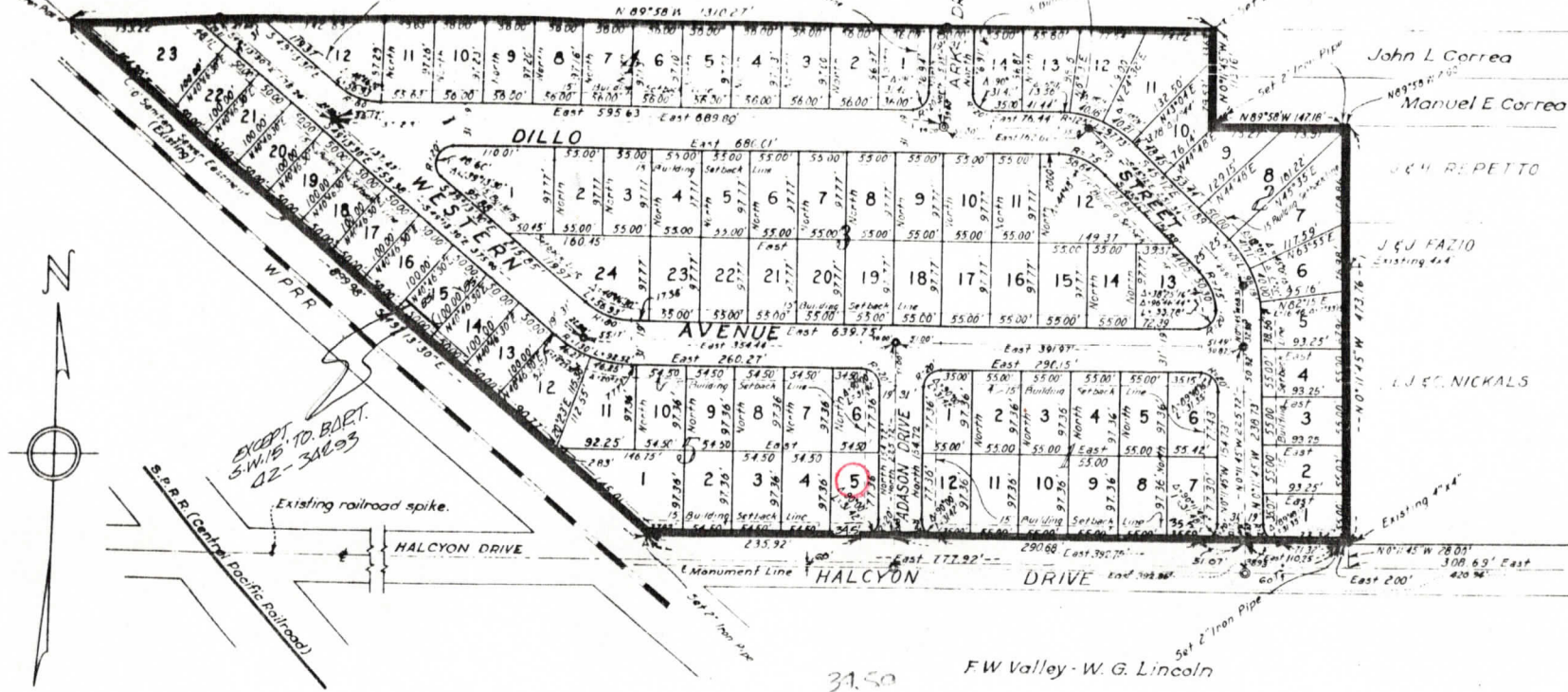
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

The City Attorney of the City of San Leandro, County of Alameda, State of California, hereby consents to the cancellation of all uncollected city taxes or assessments and penalties or costs thereon, charged or levied and now a lien upon the real property heretofore described, and as shown on those certain deeds duly recorded in the office of the Recorder of Alameda County.

GILBERT A. JOHNSON
City Attorney of the City of San Leandro
County of Alameda, State of California



A. J. & L. W. Cornea W.B. & P.R. Jensen



MONUMENT INSTALLATION

Note:
All 2" Iron Pipes centered with redwood plug
and copper nail bearing R.E. Trig. 5510.

Concrete Monuments to be set indicated this

Basis of Bearings - Halcyon Drive, formerly
Holland Avenue, Estudillo Park

TRACT 744

EDEN TOWNSHIP - ALAMEDA COUNTY
CALIFORNIA
IN UNINCORPORATED TERRITORY IN THE COUNTY OF ALAMEDA

SCALE: 1"=100', APRIL, 1946.

L. CEDRIC MACABEE
CIVIL ENGINEER

INDEXED

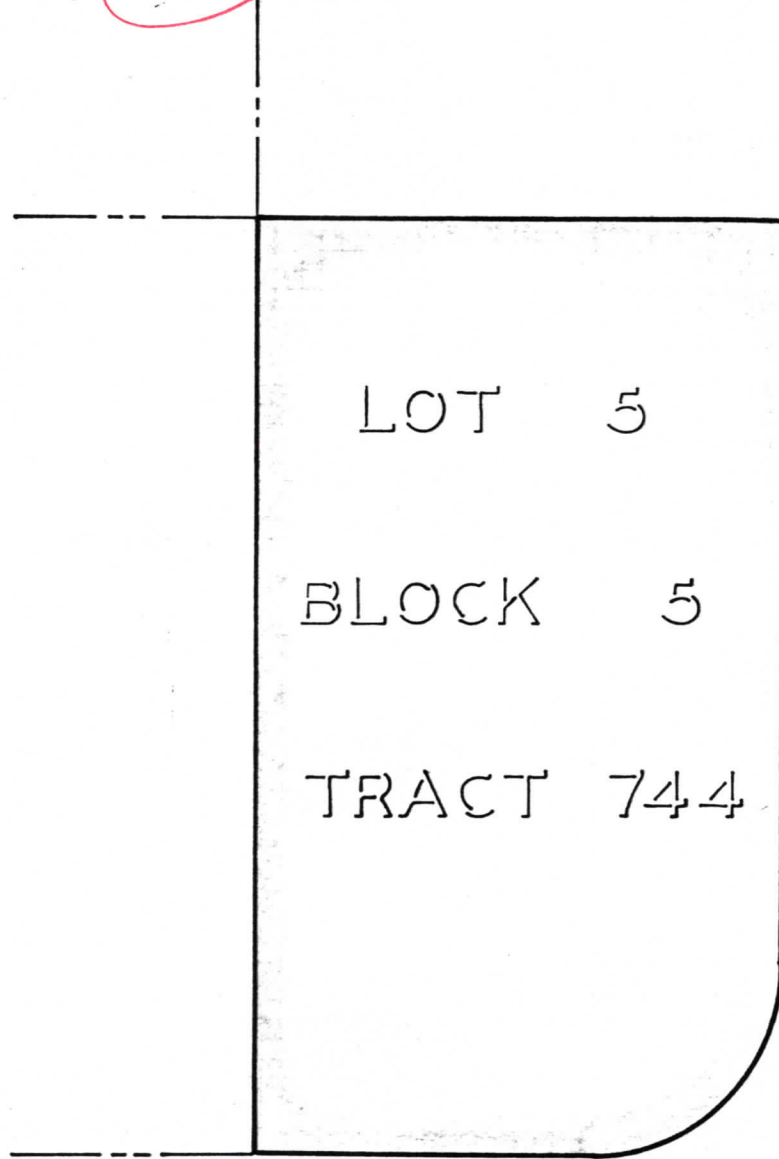
DEC 14 1983

ACQUIRED

BY 78-233314 RE 5697 IM 21
DATE NOV 30, 1978
PLOTTED DEC 13, 1983
CITY CLERK FILE NO. 1-033



INDICATES PARCEL
ACQUIRED
LD - NONE
AREA = 5392 ± SF
CITY CLERK'S OFFICE



HALCYON DRIVE

PUBLIC WORKS DEPARTMENT — CITY OF SAN LEANDRO

NO.	DATE	REVISION

HALCYON DRIVE WIDENING
995 ADASON DRIVE

APN 77D-1484-19

MCCURDY

APPROVAL DATE
P. H. LONG — P.C.E. NO. 13170 PUBLIC WORKS DIRECTOR
CHECKED BY: JA
DRAWN BY: DK 12-13-83
SCALE: 1" = 20'
DWG 886 CASE 1602