ALAMEDA COUNTY ASSESSMENT APPEALS BOARD
1221 Oak Street, Suite 536, Oakland, CA 94612 (510) 272-6352 or 6347

DARLENE J. BLOOM
Acting Clerk/Administrator

1-301

Date: **April 12, 1996**

In reply, refer to CT No(s): **«APPEAL_NUMBER» 1995-72**
Reference Number: **79A-407-4**
Previous Owner:GAVIN J. CALCAGNO

CITY OF SAN LEANDRO
ATTN: ALICE CALVERT
CITY CLERK
835 E. 14TH ST.
SAN LEANDRO, CA 94577

CITY OF SAN LEANDRO
APR 1 5 1996
CITY CLERK'S OFFICE

CANCELLATION OF TAXES

SUBJECT: **Request for Cancellation of Taxes**

Enclosed is a copy of the Assessor's Report (Exhibit #95-13-72) in response to your request for cancellation of taxes on the above parcel(s).

Per the Assessor's Report, the Auditor has been requested to cancel a portion or all of the subject taxes.

Sincerely,

Darlene J. Bloom
Acting Clerk of the Board

Encl.

cc: Tax Collector, QIC 2011

V:\AAB\MAIL_MRG\CT2_95.DOC

OFFIC OF ASSESSOI OF ALAMEDA
ADMINISTRATION IG • ROOM 145 • 1221 OAK STREE
ꓴꓮꓣꓛꓮꓤD, CALIFORNIA 94612-4288

JOHN N. SCOTT, MAI
ASSESSOR

STEPHEN R. SARA, CPA
CHIEF DEPUTY

CLERK, BOARD OF SUPERVISORS' OFFICE
96 JAN 25 PM 2:13
COUNTY OF ALAMEDA

DATE: JANUARY 25, 1996

TO: PATRICK O'CONNELL, AUDITOR-CONTROLLER

FROM: JOHN N. SCOTT, MAI, ASSESSOR

SUBJECT: CANCELLATION OF TAXES SPECIFIED BY REVENUE & TAXATION CODE, SECTION 4986

FOR REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO

Pursuant to Revenue and Taxation Code Section 4804, and the Board of Supervisors' Resolution No. 187874, it is requested that a portion or all the taxes on the property indicated by the account numbers listed on the schedule below be cancelled.

Supporting Doc. No. Date of Apportionment	Roll Year Effected	Assessment Roll Account No.	Por. / All	Assessed Value
95-140312, 6-27.95.	94-95	79A-407-4		Ld
			ALL	Imp
	95-96	↓		Ld
			ALL	Imp
				Ld
				Imp
				Ld
				Imp
				Ld
				Imp
				Ld
				Imp
				Ld
				Imp
				Ld
				Imp
				Ld
				Imp
				Ld
				Imp

Request Prepared By R. Rien Date 1-25-96

Exhibit # 95-13-0072

111-1012-253 (6/93)

CLERK, BOARD OF SUPERVISORS

DARLENE J. BLOOM
Acting Clerk of the Board

CITY OF SAN LEANDRO
OCT 1 2 1995
CITY CLERK'S OFFICE

In reply, refer to CT 95-72

(1-301)

DATE: October 10, 1995

TO: Assessor, Attn: Mapping Section

FROM: Darlene J. Bloom, Acting Clerk of the Board

SUBJECT: Cancellation of Taxes

Enclosed is a request for cancellation of taxes from the following:

City or Agency	Recorder's No.	APN or Address	Date of Request
City of San Leandro	95-140312	79A-407-4	August 22, 1995

This is referred to you for processing.

DJB:sft

cc: City of San Leandro
ATTN: Alice Calvert
City Clerk
835 E. 14th Street
San Leandro CA 94577

Pro-rata check /__/YES /X/NO AMOUNT$________ Date Rcvd_______ Date Sent to TxC______

407

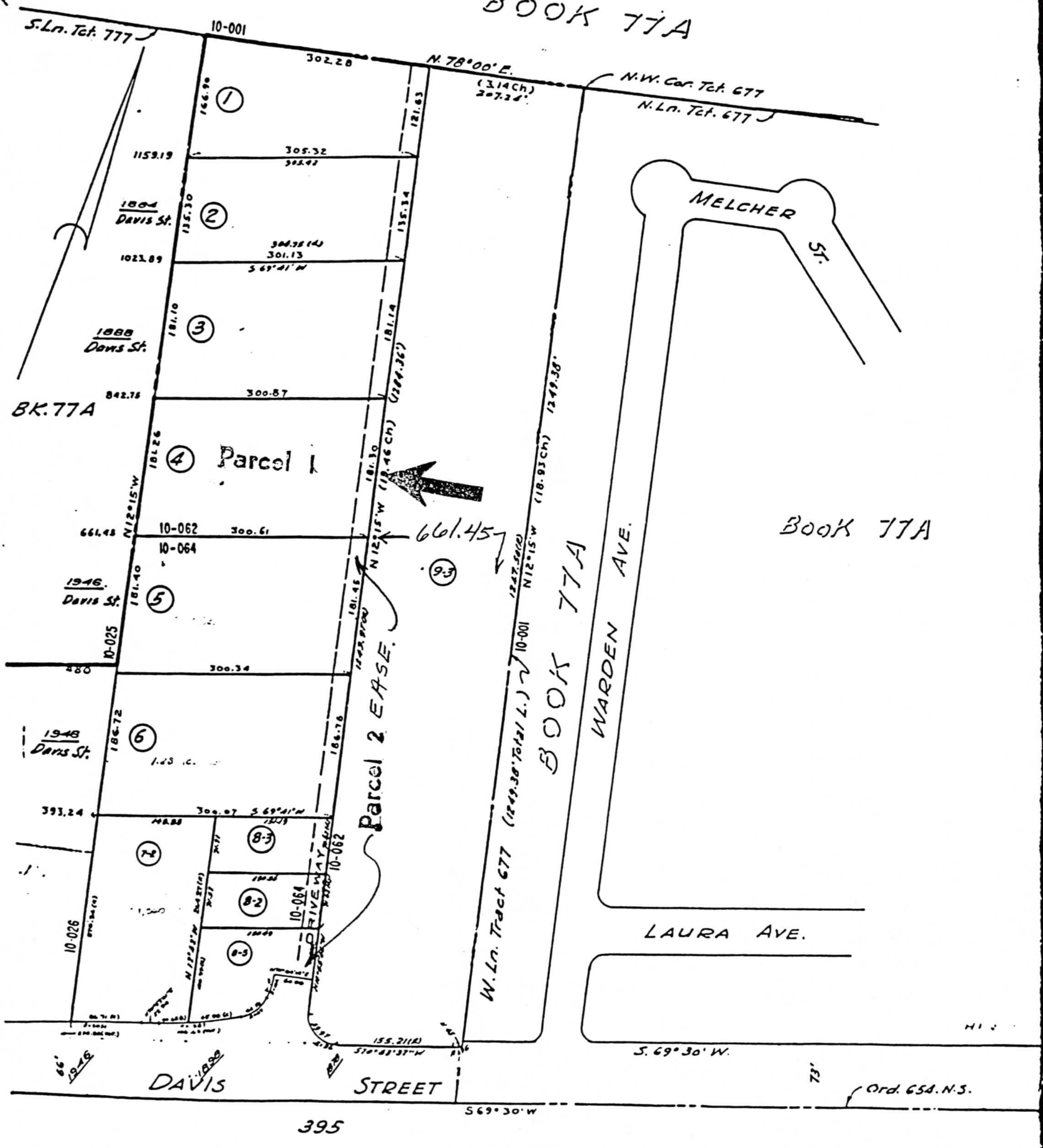
ASSESSORS ' 79A

...de A. . a No's.
10-062
10-064

Plat of the Rancho San Leandro finally Confirmed to José Joaquin Estudilla (Pat. Bk. A Pg. 116)

Scale: 1" = 100'

Rev. 3-4-81 RG
5-27-800
5-18-89 PB



THIS IS NOT A SURVEY OF THE LAND, BUT IS COMPILED FROM DATA SHOWN BY THE PUBLIC RECORDS.

PLACER TITLE COMPANY

304898

PLACER TITLE CO.

Recorded at request of
Grantee

When recorded, return to:

CITY OF SAN LEANDRO
JUL 14 1995
CITY CLERK'S OFFICE

Recorded in Official Records, Alameda County
Patrick O'Connell Clerk-Recorder

No Fee

95140312 08:30am 06/27/95

004 490157 32 46 000070
A03 5 7.00 12.00 0.00 0.00 0.00 0.00 0.00
0.00 15.00

Alice Calvert, City Clerk
City of San Leandro
835 East 14th Street
San Leandro, CA 94577

Documentary Transfer Tax:
EXEMPT

City of San Leandro

(1-301)

GRANT DEED

GAVIN J. CALCAGNO and MARY E. CALCAGNO, his wife, do hereby GRANT to the REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO, a public body, corporate and politic, of the State of California, all that certain real property situated in the City of San Leandro, County of Alameda, State of California, described as follows:

FOR DESCRIPTION, SEE EXHIBIT "A", ATTACHED HERETO.

Dated this 2nd day of June, 1995.

IN WITNESS WHEREOF, GRANTOR, has duly executed this document.

Gavin J. Calcagno

Gavin J. Calcagno

Mary E. Calcagno

Mary E. Calcagno

9514 12

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Alameda

On June 2, 1995 (DATE) before me, Neusa R. Pollard (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"),

personally appeared Gavin J. Calcagno (NAME(S) OF SIGNER(S)),

☐ personally known to me - **OR** - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SLR1 THE GREAT SEAL OF THE STATE OF CALIFORNIA EUREKA
NEUSA R. POLLARD
COMM. #1027675
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires May 29, 1998 SLR1

exp 5/29/98

WITNESS my hand and official seal.

Neusa R Pollard

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL

☐ CORPORATE OFFICER

______________________ TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: ______________________

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

____

DESCRIPTION OF ATTACHED DOCUMENT

______________________ TITLE OR TYPE OF DOCUMENT

______________________ NUMBER OF PAGES

______________________ DATE OF DOCUMENT

______________________ SIGNER(S) OTHER THAN NAMED ABOVE

95 0312

STATE OF CALIFORNIA
COUNTY OF Alameda

ON June 19, 1995 before me, L. Sugayan-Calderon
personally appeard

MARY E. CALCAGNO

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and the by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

L Sugayan Calderon

Notary Public

MGC1 THE GREAT SEAL OF THE STATE OF CALIFORNIA EUREKA
L. Sugayan-Calderon
Comm. #995974
NOTARY PUBLIC CALIFORNIA
ALAMEDA COUNTY
Comm. Expires June 4, 1997
MGC1

95140312

This is to certify that the interest in real property conveyed by Deed or Grant, dated June 2, 1995 , from Gavin J. Calcagno & Mary E. Calcagno to the Redevelopment Agency of the City of San Leandro, a public body corporate and politic, is hereby accepted on behalf of the Redevelopment Agency of the City of San Leandro, pursuant to authority conferred by Resolution No. 92-13, adopted by the Redevelopment Agency of the City of San Leandro on September 21, 1992, and the grantee consents to recordation thereof by its duly authorized officer.

CITY OF SAN LEANDRO
ALAMEDA COUNTY, CAL.

Alice Calvert

Alice Calvert, Secretary
City of San Leandro Redevelopment Agency

EXHIBIT "A"

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

PARCEL ONE:

Beginning at a point on the eastern boundary line of that certain 9 acre parcel of land described in deed from Barnard McAuley, a widower, to Maria Phillips, a widow, dated November 13, 1906 and recorded November 14, 1906 in Book 1215 of Deeds, Page 355, Alameda County Records, distant thereon north 12° 25' west (the bearing north 12° 25' west being asssumed for the purpose of this description) 661.45 feet from the point of intersection thereof with the northern line of Davis Street, also known as County Road No. 1434; running thence south 69° 45' west 300.61 feet, more or less to a point on the western boundary line of the said 9 acre parcel of land; thence north 12° 30' west along the said last mentioned line 181.26 feet; thence north 69° 45' east 300.87 feet, more or less to a point on the said eastern boundary line; thence south 12° 25' east along the said last mentioned line 181.30 feet to the point of beginning.

PARCEL TWO:

A non-exclusive easement appurtenant to Parcel One above for ingress and egress as reserved in the decree of distribution from the estate of Maria G. Phillips, recorded October 2, 1928, Book 1958, Page 196, Official Records, over a strip of land 20 feet in width lying westerly of, adjacent to, and parallel with the eastern line of that property conveyed to Maria Phillips, by deed recorded November 4, 1906, in Book 1215, Page 355, Official Records.

EXCEPTING THEREFROM that portion thereof included within Parcel One above.

A.P.N. 079A-0407-004

POLICY OF TITLE INSURANCE ISSUED BY

Calcagno, Gavin & Mary
1900 Davis St

STEWART TITLE
GUARANTY COMPANY

1-301

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the 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 the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;

and in addition, as to an insured lender only:

5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The 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;
7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

Signed under seal for the Company, but this Policy is to be valid only when it bears an authorized countersignature.

Sanctity of Contract

STEWART TITLE
GUARANTY COMPANY

Stewart Morris Jr.
Chairman of the Board

Malcolm S. Morris
President

STEWART TITLE GUARANTY CO. INCORPORATED 1908 TEXAS

Countersigned by: B. P. Trulin
Authorized Signatory

Company

City, State

PLACER TITLE COMPANY
801 DAVIS STREET
SAN LEANDRO, CA 94577
(510) 614-2965

Page 1 of Policy Serial No. CNJP-1597-303706

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(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 value paid for the insured mortgage or for the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

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 would have had against the named insured, those who succeed to the interest of the named 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 the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

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

(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" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(f) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

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

(h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(i) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

(a) **After Acquisition of Title by Insured Lender.** If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy [illegible] of (i) such insured lender who acquires all or any part of the estate [illegible] st in the land by foreclosure, trustee's sale, conveyance in lieu of f[illegible] e, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental 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.

(b) **After Conveyance of Title by an Insured.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from an insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to an insured.

(c) **Amount of Insurance.** The amount of insurance after the acquisition or after the conveyance by an insured lender shall in neither event exceed the least of:

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

(ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

An insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in 4(a) below, (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 prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by an insured and subject to the options contained in Section 6 [illegible] Conditions and Stipulations, the Company, at its own cost and without [illegible] able delay, shall provide for the defense of such insured in litigation in [illegible] ny third party asserts a claim adverse to the title or interest as insured, [illegible] / as to those stated causes of action alleging a

SCHEDULE A

Order No.: SL-304898 **Policy No.:** CNJP-1597-303706

Date of Policy: June 27, 1995 at 8:30 o'clock a.m.

Amount of Insurance: $275,000.00 **Premium:** $1,170.00

Loan No.: none shown

1. **Name of Insured:**

   REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO

2. **The estate or interest in the land described herein and which is covered by this Policy is:**

   A FEE, as to Parcel One; AN EASEMENT, as to Parcel Two

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

   REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO

4. **The land referred to in this Policy is described as follows:**

SEE EXHIBIT "A" ATTACHED

EXHIBIT A

The land referred to in this report is situated in the State of California, County of Alameda and is described as follows:

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

PARCEL ONE:

Beginning at a point on the eastern boundary line of that certain 9 acre parcel of land described in deed from Barnard McAuley, a widower, to Maria Phillips, a widow, dated November 13, 1906 and recorded November 14, 1906 in Book 1215 of Deeds, Page 355, Alameda County Records, distant thereon north 12° 25' west (the bearing north 12° 25' west being asssumed for the purpose of this description) 661.45 feet from the point of intersection thereof with the northern line of Davis Street, also known as County Road No. 1434; running thence south 69° 45' west 300.61 feet, more or less to a point on the western boundary line of the said 9 acre parcel of land; thence north 12° 30' west along the said last mentioned line 181.26 feet; thence north 69° 45' east 300.87 feet, more or less to a point on the said eastern boundary line; thence south 12° 25' east along the said last mentioned line 181.30 feet to the point of beginning.

PARCEL TWO:

A non-exclusive easement appurtenant to Parcel One above for ingress and egress as reserved in the decree of distribution from the estate of Maria G. Phillips, recorded October 2, 1928, Book 1958, Page 196, Official Records, over a strip of land 20 feet in width lying westerly of, adjacent to, and parallel with the eastern line of that property conveyed to Maria Phillips, by deed recorded November 4, 1906, in Book 1215, Page 355, Official Records.

EXCEPTING THEREFROM that portion thereof included within Parcel One above.

A.P.N. 079A-0407-004

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

SCHEDULE B
PART II

1. 1995-96 taxes a lien, not yet due or payable.

2. Supplemental Real Property Tax Assessments (Chapter 498, Statutes of 1983, as amended):

   The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.

3. Easement for right of way and appurtenances thereto, reserved by Estate of Maria J Phillips in instrument recorded October 4, 1928, Series No. Y/69447, Book 1958 OR, Page 196.
   (Affects the easterly 20 feet of the premises.)

TAX INFORMATION:

1994-95 Taxes:	
Code Area: 10-026;	A.P.N.: 079A-0407-004;
Land:	$109,053.00
Improvements:	$7,213.00
Personal Prop:	none
Exemption:	none
1ST INSTALLMENT:	$611.37 PAID
2ND INSTALLMENT:	$611.37 PAID

Tracer No.: 193084-00; Tax Rate: 1.0301

E N D O R S E M E N T
Attached to Policy No. CNJP-1597-303706
Issued by
STEWART TITLE GUARANTY 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 named in said policy, hereby modifies said policy, as follows:

1. Notwithstanding anything contained in said policy and any other Endorsements attached thereto 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 Endorsement, to 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 Endorsement 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 Endorsement) 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 computing loss or damage incurred by the Insured Claimant, the amount of insurance in force shall be deemed to be the amount in force at the date the Insured Claimant first learned of the defect in title from which the loss or damage resulted or the date or receipt by the Company of the first notice of claim, whichever first shall occur.

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

This endorsement 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: June 27, 1995 at 8:30 o'clock a.m.

STEWART TITLE GUARANTY COMPANY

Placer Title Company
801 Davis Street
San Leandro, California 94577

By B. P. Trulin
Authorized Signatory

Inflation