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R-13-0925

1911 117

AGREEMENT TO BUY AND SELL REAL ESTATE

This Agreement, made this 15th day of May, 1951, between PARAISO RANCH CO., hereinafter called Paraiso, and LAWRENCE CURTOLA and FREDERICKA CURTOLA, his wife, and JOHN RAGGHIANTI and ROSE RAGGHIANTI, his wife, hereinafter called Curtola and Ragghianti,

W I T N E S S E T H :

1. This agreement is supplementary to an agreement to buy and sell real estate made and entered into by A. K. Humphries and Curtola and Ragghianti as of March 8, 1951. The said agreement is hereby cancelled.

2. Paraiso agrees to buy from Curtola and Ragghianti, and Curtola and Ragghianti agree to sell to Paraiso all of that certain land, with improvements thereon, situated in the County of Contra Costa, State of California, which is described on an exhibit annexed hereto, marked Exhibit "A" and made a part hereof, excluding therefrom, however, certain land and improvements thereon, which said land is described in an exhibit annexed hereto, marked Exhibit "B" and made a part hereof. The land referred to in Exhibit "B" is to be surveyed and accurately described at the expense of Curtola and Ragghianti, and a new description, which is to be agreed to by both Paraiso and Curtola and Ragghianti, is to be substituted in place of the present Exhibit "B", which is intended to be but a reference to the retained land and is presently used because a more accurate description is not available. If the parties are unable to agree on the proper description of Exhibit "B" then this agreement shall be void and of no effect. The land identified in Exhibit "A" (with the improve-

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ments thereof) less that identified in Exhibit "B" (with the improvements thereon) is hereinafter called "the land."

3. Paraiso agrees to pay to Curtola and Ragghianti for the land the sum of Two Hundred Thousand Dollars ($200,000.00) in cash at the time Curtola and Ragghianti shall cause good and sufficient title to the land to be vested in Paraiso, subject only to current taxes. Current taxes shall be prorated between the parties as of the date of recordation of the deed to the land to Paraiso.

4. Curtola and Ragghianti agree to vest good and sufficient title to the land in Paraiso, subject only to taxes as hereinabove referred to, within ninety (90) days from date hereof. Should any defect in title or encumbrance as against the land appear pursuant to investigation thereof during the ninety-day period, except for said taxes, then Curtola and Ragghianti shall have a reasonable time within which to remove said defect or encumbrance, but in no event more than one hundred fifty (150) days from date hereof.

5. There are two main sources of water on the land. One is known as "Willow Spring" and one as "Pine Creek." Curtola and Ragghianti hereby retain the right to use sufficient water from Willow Spring for all household and domestic purposes, including the maintenance of swimming pools, all with reference to the land described in Exhibit "B". This right to use water is subject to normal use of the water from Willow Spring which Paraiso might have for domestic and livestock purposes.

6. There is a spring and water trough on the land described as Exhibit "B". Paraiso shall have the right to use said trough and water and the right of ingress and egress to and from said spring and water trough for use of livestock. Curtola and Ragghianti may at their option re-locate the said trough upon the land of Paraiso with appropriate piping from the spring

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existing on Exhibit "B", in which case the rights of ingress and egress given to Paraiso by this paragraph shall terminate.

7. Curtola and Ragghianti retain the right to complete a dam, at their own cost and expense, which at this time has been surveyed and located on the lower end of Pine Creek Canyon. At any time after the completion of said dam and at the request of Curtola and Ragghianti, Paraiso will deed to Curtola and Ragghianti approximately four(4) acres of land, including the site of the dam. At the time said dam is completed Curtola and Ragghianti will provide, and thereafter will maintain, a satisfactory road so that Paraiso may pass and have access to and from the upper and lower ends of Pine Creek Canyon. Curtola and Ragghianti agree that they will complete the dam on Pine Creek within one (1) year from the date Paraiso becomes the owner of the land. In the event any liability shall accrue to Paraiso because of the building of said dam and pursuant to the lien laws of the State of California, or otherwise, Curtola and Ragghianti agree to save Paraiso harmless therefrom. Curtola and Ragghianti agree to secure and pay for public liability and property damage insurance, which liability may be occasioned by the existence or use of the dam, in amounts to be agreed upon between them and Paraiso, to protect Paraiso or Curtola and Ragghianti, as their interests may appear. Curtola and Ragghianti agree to keep said insurance in full force and effect and to pay the premiums therefor.

8. Upon completion of this transaction Paraiso will be a riparian owner of land on Pine Creek above the dam referred to in paragraph 7 hereof. Paraiso will have rights to water incident to its riparian ownership of land abutting on Pine Creek but agrees that during flood seasons it will permit sufficient water to pass into the damsite referred to to meet the requirements

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of Curtola and Ragghianti for water. "Requirements" as used in this paragraph means such an amount of water as Curtola and Ragghianti may secure permission from all involved lower riparian land owners to draw off from Pine Creek at its damsite.

9. In the deed of the land to Paraiso, Curtola and Ragghianti shall retain an easement for a right of way from the State Highway adjacent to the land for a right of ingress and egress to and from the land described in Exhibit "B", and over a road which shall be built by Curtola and Ragghianti generally following a portion of the north boundary of land described in Exhibit "B" and adjacent to the barns and stables on the land.

10. Paraiso is hereby granted a right of way for an easement from the barns and stables now located upon the land over existing trails on the land described as Exhibit "B", which shall be sufficient for the use of livestock and passage of persons, but not for the use of motor vehicles. Curtola and Ragghianti are hereby given a right to re-locate any or all of said existing trails for said purposes in a manner satisfactory to Paraiso. In the event the parties hereto cannot agree upon what constitutes satisfactory re-location of said existing trails, then the matter shall be determined by arbitration. Pursuant to said arbitration either party may appoint an arbitrator and within ten (10) days thereafter the other party shall appoint an arbitrator. The two thus selected shall appoint a third and the decision of a majority of said arbitrators shall be final, in accordance with the provisions of Part 3, Title 10 of the Code of Civil Procedure of the State of California. Should one party fail to appoint an arbitrator then the arbitrator first appointed may act alone.

11. Curtola and Ragghianti retain an easement for a pipe line/or pipelines and the construction and maintenance thereof from the land on which the damsite is located to the north boundary of the land.

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12. In the event that the erection, maintenance or use of the dam contemplated by this agreement shall result in any damage or liability of any character against Paraiso or to the grant of any equitable relief against Paraiso, then Curtola and Ragghianti agree to save Paraiso harmless from said liability. This provision is intended as additional protection to Paraiso over and above the insurance contemplated in paragraph 7.

13. In addition to the sums which Paraiso agrees to pay to Curtola and Ragghianti, as hereinabove set forth, it will pay to said Curtola and Ragghianti the sum of Four Thousand Dollars ($4,000.00) as and for one-half (1/2) of engineering fees previously paid by Curtola and Ragghianti. In addition to said sums, Paraiso will also pay to Curtola and Ragghianti the sum of Thirty-five Hundred Dollars ($3500.00). This amount represents rent for the land. Paraiso has been in possession of said land since December 1, 1950, and the said rental is the agreed amount due to Curtola and Ragghianti.

14. This agreement is binding upon the parties hereto, upon the successors and assigns of Paraiso, and upon the heirs, executors, administrators, successors and assigns of Curtola and Ragghianti.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above mentioned.

PARAISO RANCH CO. a partnership

By _____
a Partner

_____
Laurence Curtola

_____
Fredericka Curtola

_____
John Ragghianti

_____
Rose Ragghianti

Document number: 180112 Page: 5 of 7

LIBER 1801 PAGE 122

STATE OF CALIFORNIA, }
County of Alameda } ss.

On this 13th day of June in the year one thousand nine hundred and fifty-one,
before me, E.E. Jonas a Notary Public in and for the
County of Alameda, State of California, residing therein,
duly commissioned and sworn, personally appeared R.K. Humphries

known to me to be one of the partners of the partnership that executed the within instrument,
and acknowledged to me that such partnership executed the same.

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

E E Jonas
Notary Public in and for the County of Alameda
State of California.

Cranbery's Form No. 23—(Acknowledgment—Partnership)

State of California }
County of Alameda } ss

On This 13th day of June in the year One Thousand
Nine Hundred and fifty-one before me E.E. Jonas
a Notary Public in and for the County of Alameda State of California, residing
therein, duly commissioned and sworn, personally appeared Laurence Curtola,
Fredericka Curtola, John Bacchianti and Rose Bacchianti

known to me to be the person S described in and whose name S are subscribed
to the within instrument,

and they acknowledged to me that they executed the same

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and
year in this certificate first above written.

E E Jonas
Notary Public
In and for said County of Alameda State of California

GENERAL ACKNOWLEDGMENT
My Commission Expires 3-17-52
Form 121 Filed Oakland, Calif.

EXHIBIT A

All that certain real property in the County of Contra Costa, State of California, described as follows:

Lots 2, 3 and 4 and portions of Lots 1 and 5, in Section 11, Township 1 South, Range 1 West, Mount Diablo Base and Meridian, a portion of Lot 1 in Section 10, Township 1 South, Range 1 West, Mount Diablo Base and Meridian, and portions of the northeast quarter; the southeast quarter and the southwest quarter, Section 11, Township 1 South, Range 1 West, Mount Diablo Base and Meridian, and a portion of the Rancho San Miguel, described as follows:

Commencing at a monument at the corner common to Sections 10, 11, 14 and 15, Township 1 South, Range 1 West, Mount Diablo Base and Meridian said monument being a corner of Mt. Diablo State Park; thence along a westerly boundary line of said State Park, North 0° 13' 20" East, 1320 feet to a monument at a corner of said State Park; thence along a northern boundary line of said State Park, North 89° 05' 23" East, 2445 feet to the point of beginning of this description, said point being marked by a stake in the center of Arroyo del Final; thence from said point of beginning continuing along said last mentioned northern boundary line of said State Park, North 89° 05' 23" East, 1987.5 feet to a monument at a corner of said State Park; thence along a western boundary line of said State Park, North 0° 02' 55" East, 7938.34 feet to the point of intersection thereof with the fence line joining Post S.M. 17 and Post S.M. 18, which posts are corners in the Rancho San Miguel; thence North 89° 48' 20" West along said line, being a fence line marking the southerly line of the property of John M. Walker, et al, 1352 feet to a corner of said fence designated as S.M. 18; thence North 0° 9' East along a fence line marking the westerly line of the lands of said John M. Walker, et al, and Cowell Portland Cement Company, 3034 feet to a point and angle in said fence; thence continuing along said fence line North 6° 42' East 633 feet to a corner in said fence designated as S. M. 19; thence from said point following a fence line marking the boundary of said Cowell Portland Cement Company, North 89° 41' West, 2834.5 feet to a rock mound located in said fence and marking the southeast corner of that certain 281.02 acre tract of land awarded to the plaintiffs in the decree quieting title dated January 17, 1930, under Action No. 15736, Superior Court, State of California, in and for the County of Contra Costa, entitled, "John Ginochio, et al, plaintiffs, vs. Adeline Alice Olofson, as Administratrix of the Estate of Peter Olofson, defendants," a certified copy of which decree was recorded in the office of the Recorder of the County of Contra Costa, on January 17, 1930, in Volume 212 of Official Records at page 183; thence continuing along said fence and the southerly line of said 281.02 acre tract, the bearing of which in said decree is designated as South 89° 48' 15" East, North 89° 41' West 2983 feet to a point marking an angle in fence; thence leaving said south line and following a fence line marking the boundary between the lands now or formerly of S. W. Levy and James Walker, South 76¼° West 126.6 chains to a forked Willow Tree 7 inches in diameter blazed on four sides marked W. L. and situated on the easterly bank of said Arroyo del Final; thence continuing along said line or its direct production westerly South 76¼° West to a point in the center of said Arroyo del Final; thence along the center and up the Arroyo del Final in a southeasterly direction to the said point of beginning, and all improvements and appurtenances thereon.

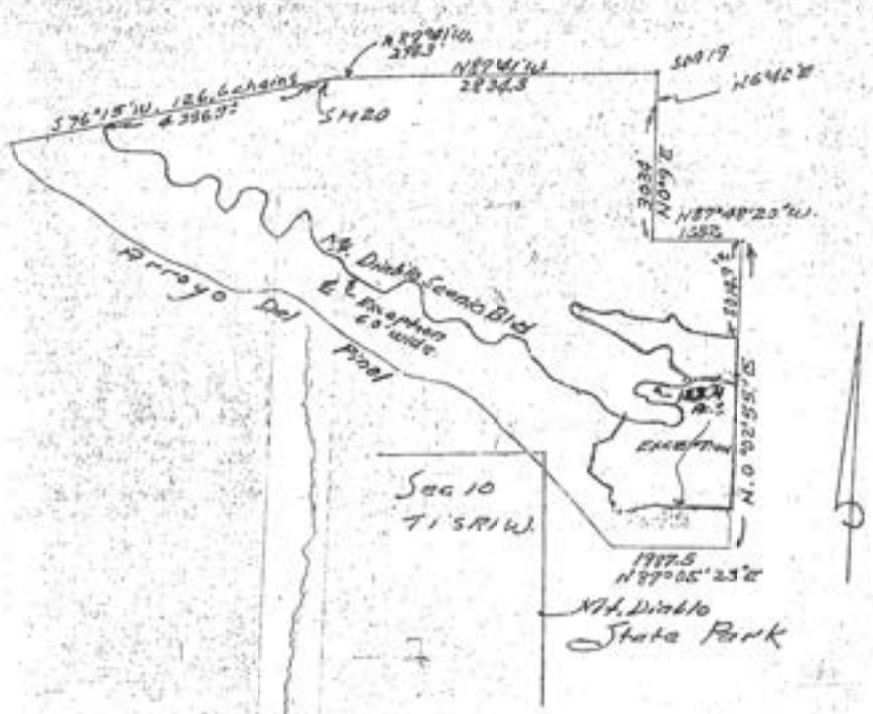
SAVING AND EXCEPTING THEREFROM, the following:

(1) All of Mount Diablo Scenic Boulevard lying within the boundaries of the above described tract. Said Boulevard now being a strip of land 60 feet in width lying 30 feet on each side of a center line as said center line is described in that certain deed dated December 16, 1916, executed by Mount Diablo Development Company, a corporation, to Mount Diablo Scenic Boulevard Company, a corporation, recorded March 31, 1920 in Volume 363 of Deeds, page 80, records of Contra Costa County, California. Reference to said deed is made for more particular description of said Boulevard.

(2) Commencing at the intersection of the eastern line of the parcel of land described in the deed from Lawrence Curtola, et ux, to John A. Ragghianti, et ux, recorded November 16, 1950, in book 1669 of Official Records of Contra Costa County, at page 597, with the center line of that certain 60 foot in width strip of land described in the deed from Mount Diablo Development Company, a corporation, to Mount Diablo Scenic Boulevard Company, a corporation, recorded March 31, 1920, in book 363 of Deeds at page 80, records of said county; thence South 0° 02' 55" West along the eastern line of said Ragghianti parcel (1669 OR 597) 638.97 feet to the true point of beginning of this description; thence from said true point of beginning continuing South 0° 02' 55" West along said eastern line 2475.53 feet; thence North 75° 54' 22" West 443.540 feet; thence North 78° 35' 33" West 337.952 feet; thence South 88° 11' 08" West 679.554 feet; thence South 82° 25' 14" West 215.685 feet; thence South 88° 22' 29" West 124.045 feet; thence North 56° 57' 54" West 202.602 feet; thence South 78° 42' 13" West 246.803 feet; thence North 79° 47' 44" West 336.183 feet; thence South 88° 23' 50" West 63.504 feet; thence North 33° 05' 39" West 73.25 feet; thence North 38° 46' 06" West 56.922 feet; thence North 1° 55' 39" East 48.062 feet; thence North 26° 45' 57" East 117.834 feet; thence North 25° 17' 29" West 37.241 feet; thence North 61° 54' 55" West 57.994 feet; thence North 5° 29' 59" West 49.336 feet; thence North 25° 41' 46" East 101.446 feet; thence North 35° 05' 48" West 137.647 feet; thence North 27° 42' 45" West 304.094 feet; thence North 18° 13' East 407.497 feet; thence North 84° 08' 21" East 159.744 feet; thence North 59° 47' 13" East 361.588 feet to the center line of said 60 foot in width strip (363 D 80); thence running along said center line the following courses and distances, South 69° 57' 40" East 56.629 feet; South 0° 09' 25" East 99.05 feet, South 31° 16' 20" West 80.49 feet; South 59° 08' 40" East 60.58 feet, North 59° 56' 05" East 276 feet, North 36° 11' 50" East 79.50 feet, North 31° 59' 10" West 162.40 feet, North 19° 16' 40" West 184.73 feet, North 59° 23' 50" East 135.94 feet, North 48° 04' 20" East 158.90 feet, North 5° 56' 25" West 49.44 feet, North 70° 54' 10" West 230.05 feet, North 38° 21' 55" West 318.07 feet, North 2° 00' 05" East 139.94 feet, North 17° 48' 55" West 137.32 feet, North 22° 26' 05" East 94.20 feet, South 50° 17' 25" East 146.45 feet, South 33° 58' 55" East 221.32 feet, South 61° 29' 25" East 126.72 feet, North 80° 14' 35" East 172.32 feet, South 62° 13' 40" East 191.96 feet, South 77° 17' 10" East 250.88 feet and North 19° 34' 35" East 122.38 feet; thence leaving said center line South 54° 31' 16" East 37.09 feet; thence South 47° 21' 20" East 53.85 feet; thence South 21° 20' 38" East 66.59 feet; thence South 27° 27' 34" East 66.87 feet; thence South 80° 25' 59" East 164.08 feet; thence South 79° 11' 23" East 233.54 feet; thence North 59° 17' 12" East 337.76 feet; thence North 82° 22' 31" East 252.40 feet; thence South 88° 13' 24" East 205.05 feet to the true point of beginning.

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LIBER 1801 PAGE 125



THIS NOT A SURVEY OF THE LAND BUT IS COMPILED FOR INFORMATION ONLY FROM DATA SHOWN BY OFFICIAL RECORDS

1801 126

EXHIBIT B

All that certain real property in the County of Contra Costa, State of California, described as follows:

Commencing at the intersection of the eastern line of the parcel of land described in the deed from Lawrence Curtola, et ux, to John A. Ragghianti, et ux, recorded November 16, 1950, in book 1669 of Official Records of Contra Costa County, at page 597, with the center line of that certain 60 foot in width strip of land described in the deed from Mount Diablo Development Company, a corporation, to Mount Diablo Scenic Boulevard Company, a corporation, recorded March 31, 1920, in book 363 of Deeds at page 80, records of said county; thence South 0° 02' 55" West along the eastern line of said Ragghianti parcel (1669 OR 597) 633.97 feet to the true point of beginning of this description; thence from said true point of beginning continuing South 0° 02' 55" West along said eastern line 2475.53 feet; thence North 75° 54' 22" West 443.540 feet; thence North 78° 35' 33" West 337.952 feet; thence South 88° 11' 08" West 679.564 feet; thence South 82° 25' 14" West 215.685 feet; thence South 88° 22' 29" West 124.049 feet; thence North 56° 57' 54" West 202.602 feet; thence South 78° 42' 13" West 246.803 feet; thence North 79° 47' 44" West 336.183 feet; thence South 88° 23' 50" West 63.504 feet; thence North 33° 05' 39" West 73.25 feet; thence North 38° 46' 06" West 56.922 feet; thence North 1° 55' 39" East 48.062 feet; thence North 20° 45' 57" East 117.834 feet; thence North 25° 17' 29" West 37.241 feet; thence North 61° 54' 55" West 57.994 feet; thence North 5° 29' 59" West 49.336 feet; thence North 25° 41' 46" East 101.446 feet; thence North 35° 05' 40" West 137.647 feet; thence North 27° 42' 45" West 304.094 feet; thence North 18° 13' East 407.497 feet; thence North 84° 08' 21" East 159.744 feet; thence North 59° 47' 13" East 361.588 feet to the center line of said 60 foot in width strip (363 D 80); thence running along said center line the following courses and distances, South 69° 57' 40" East 56.629 feet; South 0° 09' 25" East 99.05 feet, South 31° 16' 20" West 80.49 feet; South 50° 08' 40" East 60.38 feet, North 59° 56' 05" East 276 feet, North 36° 11' 50" East 75.50 feet, North 31° 59' 10" West 162.40 feet, North 19° 16' 40" West 184.73 feet, North 59° 23' 50" East 135.94 feet, North 40° 04' 20" East 158.90 feet, North 5° 56' 25" West 49.44 feet, North 70° 54' 10" West 230.05 feet, North 35° 21' 55" West 318.07 feet, North 2° 00' 05" East 139.94 feet, North 17° 48' 55" West 137.32 feet, North 22° 26' 05" East 94.20 feet, South 50° 17' 25" East 146.45 feet, South 33° 58' 55" East 221.32 feet, South 61° 29' 25" East 128.72 feet, North 80° 14' 35" East 172.32 feet, South 62° 13' 40" East 191.96 feet, South 77° 17' 10" East 250.28 feet and North 19° 34' 35" East 122.38 feet; thence leaving said center line South 54° 31' 16" East 37.09 feet; thence South 47° 21' 20" East 53.85 feet; thence South 21° 20' 38" East 66.59 feet; thence South 27° 27' 34" East 66.87 feet; thence South 80° 25' 59" East 164.08 feet; thence South 79° 11' 23" East 233.54 feet; thence North 59° 17' 12" East 337.16 feet; thence North 82° 22' 31" East 252.40 feet; thence South 88° 13' 24" East 205.05 feet to the true point of beginning.

AUG -2 1951

9:45 A.

6.50

36765

1801 ac 127

Paraiso Ranch Co.
3180 Oak Grove Road
Concord, California

R-12092-S

Gentlemen:

Reference is made to the agreement between us relative to the purchase and sale of certain land in Contra Costa County, California, dated May 26 1951. Particular reference is made to paragraph 9 of said agreement.

In preparing the deed to the land described the undersigned did not deed to you the strip referred to in said paragraph 9 of the agreement. Therefore, instead of retaining an easement over said strip of land, the undersigned have retained ownership of the fee. In order to avoid changing all of the underlying documents at this time the undersigned agree that as soon as an accurate description of the strip of land is obtained the undersigned will deed said strip of land to you, and at that time you will deed back to the undersigned an easement for right of ingress and egress over the defined strip.

The strip of land referred to starts generally in the east from the approximate site of the gate to the barn area and thereafter follows the creek line and crosses the line of the creek ending on the west near the state highway at the approximate location of the riding gate which permits entrance to the land described in the underlying agreement as Exhibit "B".

Very truly yours,

Lawrence Curtola
Lawrence Curtola

Fredericka Curtola
Fredericka Curtola

John Ragghianti
John Ragghianti

Rose Ragghianti
Rose Ragghianti

RECORDED AT REQUEST OF
RICHMOND MARTINEZ
ABSTRACT & TITLE COMPANY
AUG -2 1951
At 9:45 o'clock A.M.
In Vol. Page
OFFICIAL RECORDS OF
CONTRA COSTA COUNTY
Ralph Cunningham
COUNTY RECORDER
FEE $2.00

State of California
County of Alameda } SS

On this 31st day of May in the year One Thousand Nine Hundred and Fifty One before me Theodore Golden a Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared LAWRENCE CURTOLA and FREDERICKA CURTOLA (John Ragghianti and Rose Ragghianti) known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

Theodore Golden
Notary Public
In and for said County of Alameda, State of California

GENERAL ACKNOWLEDGMENT
My Commission Expires
Form 1411-A Moffatt & Co.

Document Number: 180112709 Page: 4 of 4

BOOK 1801 PAGE 128

36766

AUG -2

FOR RECORDER'S USE ONLY

Deed R-120125

JOHN A. RACCHIANTI AND ROSE M. RACCHIANTI, his wife, and LAURENCE CURTOLA AND FREDERICA G. CURTOLA, his wife the first part to hereby

Grant to PARAISO RANCH CO., a partnership

the second part, all that real property situated in the County of Contra Costa State of California described as follows:

LOTS 2, 3 and 4 and portions of Lots 1 and 5, in Section 11, Township 1 South, Range 1 West, Mount Diablo Base and Meridian, a portion of Lot 1 in Section 10, Township 1 South, Range 1 West, Mount Diablo Base and Meridian, and portions of the northeast quarter; the southeast quarter and the southwest quarter, Section 11, Township 1 South, Range 1 West, Mount Diablo Base and Meridian, and a portion of the Rancho San Miguel, described as follows:

COMMENCING at a monument at the corner common to Sections 10, 11, 14, and 15, Township 1 South, Range 1 West, Mount Diablo Base and Meridian said monument being a corner of Mt. Diablo State Park; thence along a westerly boundary line of said State Park, North 0° 13' 20" East, 1320 feet to a monument at a corner of said State Park; thence along a northern boundary line of said State Park, North 89° 05' 23" East, 2445 feet to the point of beginning of this description, said point being marked by a stake in the center of Arroyo del Pinal; thence from said point of beginning continuing along said last mentioned northern boundary line of said State Park, North 89° 05' 23" East, 1907.5 feet to a monument at a corner of said State Park; thence along a western boundary line of said State Park, North 0° 02' 55" East, 7930.34 feet to the point of intersection thereof with the fence line joining Post S. M. 17 and Post S. M. 18, which posts are corners in the Rancho San Miguel; thence North 89° 48' 20" West along said line, being a fence line marking the southerly line of the property of John M. Walker et al, 1382 feet to a corner of said fence designated as S. M. 18; thence North 0° 9' East along a fence line marking the westerly line of the lands of said John M. Walker, et al, and Cowell Portland Cement Company, 3034 feet to a point and angle in said fence; thence continuing along said fence line North 6° 42' East 633 feet to a corner in said fence designated as S. M. 19; thence from said point following a fence line marking the boundary of said Cowell Portland Cement Company North 89° 41' West, 2834.5 feet to a rock mound located in said fence and marking the southeast corner of that certain 281.02 acre tract of land awarded to the plaintiffs in the decree quieting title dated January 17, 1930, under Action No. 15736, Superior Court, State of California, in and for the County of Contra Costa, entitled, "John Ginocchio, et al, plaintiffs, vs. Adeline Alice Olofson, as Administratrix of the Estate of Peter Olofson, deceased, defendants," a certified copy of which decree was recorded in the office of the Recorder of the County of Contra Costa, on January 17, 1930, in Volume 212 of Official Records at page 183; thence continuing along said fence and the southerly line of said 281.02 acre tract, the bearing of which in said decree is designated as South 89° 48' 15" East, North 89° 41' West 2983 feet to a point marking an angle in fence; thence leaving said South line and following a fence line marking the boundary between the lands now or formerly of S. W. Levy and James Walker, South 70-1/4° West 126.6 chains to a forked Willow Tree 7 inches in diameter blazed on four sides marked S. L. and situated on the easterly bank of said Arroyo del Pinal; thence continuing along said line or its direct production westerly South 70-1/4° West to a point in the center of said Arroyo del Pinal; thence along the center and up the Arroyo del Pinal in a southeasterly direction of the said point of beginning, and all improvements and appurtenances thereon.

SAVING AND EXCEPTING THEREFROM, the following:

(1) All of Mount Diablo Scenic Boulevard lying within the boundaries of the above described tract. Said Boulevard now being a strip of land 60 feet in width lying 30 feet on each side of a center line as said center line is described in that certain deed dated December 18, 1919, executed by Mount Diablo Development Company, a corporation, to Mount Diablo Scenic Boulevard Company, a corporation recorded March 31, 1920, in Volume 363 of Deeds, page 80, records of Contra Costa County, California. Reference to said deed is made for more particular description of said Boulevard.

(2) Commencing at the intersection of the eastern line of the parcel of land described in the deed from Lawrence Curtola, et ux, to John A. Ragghianti, et ux, recorded November 16, 1950, in book 1669 of Official Records of Contra Costa County, at page 597, with the center line of that certain 60 foot in width strip of land described in the deed from Mount Diablo Development Company, a corporation, to Mount Diablo Scenic Boulevard Company, a corporation, recorded March 31, 1920, in book 363 of Deeds at page 80, records of said county; thence South 0° 02' 55" West along the eastern line of said Ragghianti parcel (1669 OR 597) 638.97 feet to the true point of beginning of this description; thence from said true point of beginning continuing South 0° 02' 55" West along said eastern line 2475.53 feet; thence North 75° 54' 22" West 443.540 feet; thence North 78° 35' 33" West 337.952 feet; thence South 88° 11' 08" West 679.554 feet; thence South 82° 25' 14" West 215.685 feet; thence South 88° 22' 29" West 124.045 feet; thence North 56° 57' 54" West 202.602 feet; thence South 78° 42' 13" West 246.803 feet; thence North 79° 47' 44" West 336.183 feet; thence South 82° 23' 50" West 63.504 feet; thence North 33° 05' 39" West 73.25 feet; thence North 38° 46' 06" West 56.922 feet; thence North 1° 55' 39" East 48.062 feet; thence North 26° 45' 57" East 117.834 feet; thence North 25° 17' 29" West 37.241 feet; thence North 61° 54' 55" West 57.994 feet; thence North 5° 29' 59" West 49.336 feet; thence North 25° 41' 46" East 101.446 feet; thence North 35° 05' 48" West 137.647 feet; thence North 27° 42' 45" West 304.094 feet; thence North 16° 13' East 407.497 feet; thence North 84° 08' 21" East 159.744 feet; thence North 59° 47' 13" East 361.588 feet to the center line of said 60 foot in width strip (363 D 80); thence running along said center line the following courses and distances, South 69° 57' 40" East 56.629 feet; South 0° 09' 25" East 99.05 feet, South 31° 16' 20" West 80.49 feet; South 50° 08' 40" East 60.38 feet, North 59° 56' 05" East 276 feet, North 36° 11' 50" East 75.50 feet, North 31° 59' 10" West 162.40 feet, North 19° 16' 40" West 184.73 feet, North 59° 23' 50" East 135.94 feet, North 48° 04' 20" East 158.90 feet, North 5° 56' 25" West 49.44 feet, North 70° 54' 10" West 230.05 feet, North 38° 21' 55" West 318.87 feet, North 2° 00' 05" East 139.94 feet, North 17° 48' 55" West 137.32 feet, North 22° 26' 05" East 94.20 feet, South 50° 17' 25" East 146.45 feet, South 33° 58' 55" East 221.32 feet, South 61° 29' 25" East 128.72 feet, North 80° 14' 35" East 172.32 feet, South 62° 13' 40" East 191.96 feet, South 77° 17' 10" East 250.28 feet and North 19° 34' 35" East 122.38 feet; thence leaving said center line South 54° 31' 16" East 37.09 feet; thence South 47° 21' 20" East 53.85 feet; thence South 21° 20' 38" East 66.59 feet; thence South 27° 27' 34" East 66.87 feet; thence South 80° 25' 59" East 164.08 feet; thence South 79° 11' 23" East 233.54 feet; thence North 59° 17' 12" East 337.16 feet; thence North 82° 22' 31" East 252.40 feet; thence South 86° 13' 24" East 205.05 feet to the true point of beginning.

There are two main sources of water on the land. One is known as "Willow Spring" and one as "Pine Creek." (the above grantors) hereby retain the right to use sufficient water from Willow Spring for all household and domestic purposes, including the maintenance of swimming pools, all with reference to the land above saved and excepted. This right to use water is subject to normal use of the water from Willow Spring which Paraiso might have for domestic and livestock purposes.

The above gruntors retain an easement for a pipe line or pipe lines and the construction and maintenance thereof from the land on which the damsite is located to the north boundary of the property so conveyed.



LIBER 1801 PAGE 130

Dated this May 31 1951

J. T. Rappleyeé — Lawrence Cryfole

Rose M. Rappleyeé — Frederick Cryfole

STATE OF CALIFORNIA, COUNTY OF

On May 31 before me Phoebe Hall

a Notary Public in and for said County and State, personally appeared

J. T. Rappleyeé, Rose M. Rappleyeé, Lawrence Cryfole and Frederick E. Cryfole

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.

Phoebe Hall

Notary Public in and for the County of Contra Costa State of California.

For Use of Recorder Only

RECORDED AT REQUEST OF RICHMOND MARTINEZ ABSTRACT & TITLE COMPANY

AUG -2 1951

At 9 min. past 8 o'clock A.M.

In Vol. Page

OFFICIAL RECORDS OF CONTRA COSTA COUNTY

Ralph Cunningham

COUNTY RECORDER

FEE $3.10

Oakland Title Insurance and Guaranty Company, Title Insurance Building, Fifteenth and Franklin Streets, Oakland, California.

36824

RECONVEYANCE

(CORPORATION TRUSTEE)

CC - 160565

WHEREAS, the indebtedness secured to be paid by the Deed of Trust executed by L. C. CONZINE and JOSEPHINE CONZINE, his wife, to CONTRA COSTA COUNTY TITLE COMPANY (a corporation), as Trustee, dated December 14, 1949 and recorded December 16, 1949 in Volume 1477 of Official Records at page 326, Contra Costa County records has been FULLY PAID;

Now, Therefore, CONTRA COSTA COUNTY TITLE COMPANY a Corporation as Trustee, does hereby GRANT and RECONVEY unto the PARTIES ENTITLED THERETO, without warranty, all the estate now held by it under said Deed of Trust, in the lands situate in the County of Contra Costa, State of California, and therein described.

IN WITNESS WHEREOF, said Trustee has executed these presents by its officials thereunto duly authorized, this 2nd day of August, 1951.

CONTRA COSTA COUNTY TITLE COMPANY

As Trustee.

By F. W. Ernest Vice - President.

FOR RECORDER'S USE ONLY
KEEP NOTARIAL SEAL OUT

State of California } ss.
County of Contra Costa

On August 2, 1951, before me, William A. Hulten a Notary Public, in and for said County and State, personally appeared F. W. Ernest known to me to be the Vice President of the corporation that executed the within instrument as Trustee and known to me to be the person who executed it on behalf of said corporation and acknowledged to me that such corporation executed the same as Trustee.

William A. Hulten

Notary Public in and for the County of Contra Costa State of California

File No.

RECORDED AT REQUEST OF CONTRA COSTA COUNTY TITLE CO.
AUG -2 1951
At 11:45 o'clock A.M.
In Vol. 1801 Page 130
OFFICIAL RECORDS OF CONTRA COSTA COUNTY
Ralph Cunningham
COUNTY RECORDER
FEE $1.70

FULL RECONVEYANCE (Corporation Trustee)

36767

BOOK 1801 PAGE 131

FOR RECORDER'S USE ONLY

Deed R-120925

A. K. HUMPHRIES AND ETHEL BLAINE HUMPHRIES, his wife and

R. K. HUMPHRIES AND CAROL GUERIN HUMPHRIES, his wife the first part ies hereby

Grant to PARAISO RANCH CO., a partnership,

the second part Y , all that real property situated in the

County of Contra Costa State of California, described as follows:

no revenue stamps necessary

PARCEL 1:

PORTION of Lot "A", Martenstein Subdivision, as designated on the map entitled "R. N. Burgess Company's Map No. 1, Mount Diablo Boulevard Tract,", which map was filed in the office of the Recorder of the County of Contra Costa, State of California, on May 6, 1912, in Volume 7, of Maps, at page 153, containing 5.88 acres, more or less, described as follows:

BEGINNING on the south line of said Lot "A", distant thereon East, 329.59 feet from the southwest corner thereof, said point of beginning being the southeast corner of the parcel of land described in the deed from Barney M. Olsen, et ux, to William M. Sowell, et ux, dated March 21, 1950 and recorded April 25, 1950, (File No. 18934); thence from said point of beginning East; continuing along said south line, 716.91 feet to the southeast corner of said Lot "A"; thence North 19°53' West along the east line of said Lot "A", 420 feet to the northeast corner thereof; thence West along the north line of said Lot "A", 579.31 feet to the northeast corner of said Sowell parcel (File No. 18934); thence South along the east line of said Sowell parcel, 396.5 feet to the point of beginning.

PARCEL 2:

Right of Way as an appurtenance to Parcel One above for use as a roadway for vehicles of all kinds, pedestrians and animals and as a right of way for water, gas, oil and sewer pipe lines and for telephone, electric light and power lines, together with the necessary poles or underground conduits to carry said lines over a strip of land 15 feet in width, the north line of which is parallel with and 15 feet northerly, measured at right angles, from the south line thereof, and which south line is described as follows:

BEGINNING at the southwestern corner of Parcel One above; thence west along the southern line of Lot A, of said Martenstein Subdivision (7M151), 329.59 feet to the southwestern corner of said Lot A.

Said north line to be lengthened or shortened to extend from the western line of Parcel One above to the western line of said Lot A.

PARCEL 3

Portion of Lot 2, Hill Land, Rancho San Miguel, containing 146.504 acres, more or less, described as follows:

BEGINNING at Post R.B. 20, as designated in the partition of the Rancho San Miguel, said point of beginning being at the northeast corner of Lot 2, Hill Land of said Rancho, said Lot 2 being heretofore known as the "Lavezzola Ranch; thence from said point of beginning South 75° 50' 15" West, 2997 feet to the northeast corner of the 45.10 acre parcel of land formerly known as the Fischl Tract; thence along the easterly and southerly boundaries of said 45.10 acre parcel as follows: South 5° 47' 15" East, 626.87 feet; South 86° 54' 15" West, 241.1 feet; South 30° 46' West, 114.85 feet, South 53° 28' West, 370.69 feet; South 81° 05' 30" West, 185.13 feet; North 76° 44' West, 318.28 feet; South 79° 17' 46" West, 238.4 feet; South 71° 02' West, 212.50 feet; South 62° 48' 30" West, 247.43 feet; and South 64° 18' 30" West, 291.18 feet to the northeast corner of the 0.721 of an acre parcel of land described in the deed from John Williams, et al, to Frank Williams dated October 5, 1915, and recorded October 5, 1915, in volume 253 of Deeds, at page 376; thence South 22° 15' 30" East along the east line of said 0.721 of an acre parcel, 644.3 feet; thence South 87° 47' East, 711.49 feet; thence South 61° 07' East 177 feet; thence South 77° 43' East, 123.03 feet; thence North 89° 24' 45" East, 369.47 feet; thence North 83° 59' 45" East, 366.55 feet; thence North 79° 10' 15" East, 282.41 feet; thence North 73° 36' 15" East, 179.42 feet; thence North 70° 32' East, 561.21 feet; thence North 43° 16' 30" East, 262.84 feet; thence North 52° 39' 30" East, 380.82 feet; thence North 5° 41' 15" West 87.07 feet; thence North 21° 05' 15" West, 163.65 feet; thence North 13° 15' 15" East, 149.66 feet; thence North 57° 26' 15" East, 367.50 feet; thence North 24° 25' 30" East, 96.94 feet; thence North 13° 15' 45" East, 147.55 feet; thence North 48° 08' 45" East, 391.85 feet; thence North 47° 03' East, 839.71 feet to the east line of said Lot No. 2, Hill Land; thence North 0° 17' 45" West along said east line, 574.57 feet to the point of beginning.

PARCEL 4

Portion of the Rancho San Miguel, containing 88.60 acres, more or less, described as follows:

BEGINNING at the southwest corner of the parcel of land described in the deed from John Williams, et ux, to Frank Faria, et ux, dated September 6, 1921 and recorded September 15, 1921 in volume 402 of Deeds, at page 139, said corner being on the east line of the 0.721 of an acre parcel of land described as Parcel Four in the deed from John Williams, et al, to Frank Williams, dated October 5, 1915 and recorded October 5, 1915 in volume 253 of Deeds, at page 376; thence from said point of beginning along the south line of said Faria parcel (402 D 139) as follows: South 87° 47' East, 711.49 feet; South 61° 07' East, 177 feet; South 77° 43' East, 123.03 feet; North 89° 24' 45" East, 369.47 feet; North 83° 59' 45" East, 366.55 feet; North 79° 10' 15" East, 282.41 feet; North 73° 36' 15" East, 179.42 feet; North 70° 32° East, 561.21 feet; North 43° 16' 30" East, 262.84 feet and North 52° 39' 30" East, 380.82 feet to the southeast corner of said Faria parcel (402 D 139) said corner being on a southwest line of the 325.78 acre parcel of land described in said deed to Frank Williams (253 D 376); thence along the southwesterly and northwesterly lines of said Williams parcel (253 D 376) as follows: South 25° 12' East, 129.72 feet; South 48° 34' East, 615.97 feet; South 39° 52' East, 378.2 feet; South 33° 01' West 211.1 feet; South 38° 22' West, 260 feet; South 30° 51' West 333 feet; South 52° 21' West, 105 feet; South 71° 36' West, 319 feet; North 68° 07' West, 483.2 feet; South 64° 38' West, 345.6 feet; South 55° 28' West, 273.4 feet; South 73° 30' West,

476.4 feet; South 70° 37' West, 134 feet; South 72° 59' West, 266.6 feet and North 87° 23' West, 197 feet to the east line of the 0.435 of an acre parcel of land described in said deed to Frank Williams (253 D 376); thence North 19° 46' West along said east line and along the east line of the 1.755 acre parcel of land described in said deed to Frank Williams (253 D 376), 894.27 feet to the northeast corner of said 1.755 acre parcel of land; thence North 89° 55' West along the north line of said 1.755 acre parcel, 578.98 feet to the east line of said 0.721 of an acre parcel described in said deed to Frank Williams (253 D 376); thence North 22° 15' 30" West, along said east line 617.32 feet to the point of beginning.

1801 ~ 133

Right[illegible] way [illegible] and [illegible] over

PARCEL 2

Rights of Way "forroad purposes" as an appurtenance to Parcels 3 and 4 above over the strips of land described as follows:

1 - Portion of the Rancho San Miguel, containing 0.721 of an acre, more orless, described as follows:

Beginning on the west line of the parcel of land described in the deed from Hugo Pisehl, et ux, to John Williams, et al, dated April 10, 1912 and recorded April 11, 1912, in volume 178 of Deeds, at page 371, at the northwest corner of the 1.755 acre tract described in the deed from John Williams, et al, to Frank Williams, dated October 5, 1915 and recorded October 5, 1915 in volume 253 of Deeds, at page 376; thence from said point of beginning North 22° 33' West, along the West line of said John Williams parcel (178 D 371), 1256 feet; thence north 67° 27' East, 25 feet; thence South 22° 33' East, 1276.27 feet; thence South 89° 47' West, 27.02 feet to the point of beginning.

2 - Portion of the Rancho San Miguel, containing 0.51 of an acre, more or less, described as follows:

BEGINNING on the west line of the parcel of land described in the deed from Hugo Pisehl, et ux, to John Williams, et al, dated April 10, 1912, and recorded April 11, 1912, in volume 178 of Deeds, at page 371, at the northwest corner of the 0.721 of an acre parcel of land described in the deed from John Williams, et al, to Frank Williams, dated October 5, 1915, and recorded October 5, 1915, in volume 253 of Deeds, at page 376; thence from said point of beginning North 22° 15' West along the west line of said John Williams parcel (178 D 371), 378 feet to the northeast corner of the 2.15 acre parcel of land described in said deed to Frank Williams (253 D 376); thence easterly along a fence on a southerly line of the 45.1 acre tract reserved by Hugo Pisehl in said deed to John Williams, et al, (178 D 371) 60 feet to a fence corner; thence South 22° 15' East along a southwest line of said 45.1 acre tract, 378.4 feet; thence westerly 60 feet to the point of beginning.

Dated this 13th day of July, 1951

A. K. Humphries

Ethel Elaine Humphries and Carol Guerin Humphries

STATE OF CALIFORNIA, City and COUNTY OF San Francisco } ss.

On July 13 before me Marjorie N. Wilson a Notary Public in and for said County and State, personally appeared A. K. Humphries, Ethel Elaine Humphries, R. K. Humphries and Carol Guerin Humphries known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Marjorie N. Wilson

My commission expires Oct. 1, 1952. Notary Public in and for the City and County of San Francisco, State of California.

For Use of Recorder Only

RECORDED AT REQUEST OF RICHMOND MARTINEZ ABSTRACT & TITLE COMPANY AUG -2 1951 At 9:45 o'clock A M. In Vol. Page OFFICIAL RECORDS OF CONTRA COSTA COUNTY Ralph Cunningham COUNTY RECORDER FEE $3.40

BOOK 1801 PAGE 134

36768

AUG -2 1951

DEED OF TRUST

WITH ASSIGNMENT OF RENTS

R-120935

THIS DEED OF TRUST, made the 19th day of June, 19 51, between

PARAISO RANCH CO., a partnership, A.K. HUMPHRIES and ETHEL ELAINE HUMPHRIES, his wife and S.K. HUMPHRIES and CAROL GUERIN HUMPHRIES, his wife

herein called Trustor,

Oakland Title Insurance and Guaranty Company

a California corporation, herein called Trustee, and

The Equitable Life Assurance Society of the United States

a corporation duly organized and existing under the laws of state of New York, herein called Beneficiary,

WITNESSETH: That Trustor grants, transfers and assigns to Trustee in trust, with power of sale, that property in Contra Costa County, California described as:

All that certain real property in the County of Contra Costa, State of California, described as follows:

PARCEL ONE: Lots 2, 3 and 4 and portions of Lots 1 and 5, in Section 11, Township 1 South, Range 1 West, Mount Diablo Base and Meridian, a portion of Lot 1, in Section 10, Township 1 South, Range 1 West, Mount Diablo Base and Meridian, and portions of the northeast quarter; the southeast quarter and the southwest quarter, Section 11, Township 1 South, Range 1 West, Mount Diablo Base and Meridian, and a portion of the Rancho San Miguel, described as follows:

Commencing at a monument at the corner common to Sections 10, 11, 14 and 15, Township 1 South, Range 1 West, Mount Diablo Base and Meridian said monument being a corner of Mt. Diablo State Park; thence along a westerly boundary line of said State Park, North 0° 13' 20" East, 1320 feet to a monumat at a corner of said State Park; thence along a northern boundary line of said State Park, North 89° 05' 23" East, 2445 feet to the point of beginning of this description, said point being marked by a stake in the center of Arroyo del Pinal; thence from said point of beginning continuing along said last mentioned northern boundary line of said State Park, North 89° 05' 23" East, 1987.5 feet to a monument at a corner of said State Park; thence along a western boundary line of said State Park, North 0° 02' 55" East, 7938.34 feet to the point of intersection thereof with the fence line joining Post S.M. 17 and Post S.M. 18, which posts are corners in the Rancho San Miguel; thence North 89° 48' 20" West along said line, being a fence line marking the southerly line of the property of John M. Walker, et al, 1352 feet to a corner of said fence designated as S.M. 18; thence North 0° 9' East along a fence line marking the westerly line of the lands of said John M. Walker, et al, and Cowell Portland Cement Company, 3034 feet to a point and angle in said fence; thence continuing along said fence line North 6° 42' East 633 feet to a corner in said fence designated as SM. 19; thence from said point following a fence line marking the boundary of said Cowell Portland Cement

For request of copy of notice of default and balance of this Deed of Trust, see paragraph 14

Document Number: 380113400 Page: 1 of 1

Company, North 89° 41' West, 2834.5 feet to a rock mound located in said fence and marking the southeast corner of that certain 281.02 acre tract of land awarded to the plaintiffs in the decree quieting title dated January 17, 1930, under Action No. 15736, Superior Court, State of California, in and for the County of Contra Costa, entitled, "John Ginochio, et al, plaintiffs, vs. Adeline Alice Olofson, as Administratrix of the Estate of Peter Olofson, defendants," a certified copy of which decree was recorded in the office of the Recorder of the County of Contra Costa, on January 17, 1930, in volume 212 of Official Records at page 183; thence continuing along said fence and the southerly line of said 281.02 acre tract, the bearing of which in said decree is designated as South 89° 48' 15" East, North 89° 41' West, 2983 feet to a point marking an angle in fence; thence leaving said south line and following a fence line marking the boundary between the lands now or formerly of S.W. Levy and James Walker, South 76¼° West, 126.6 chains to a forked Willow Tree 7 inches in diameter blazed on four sides, marked W.L. and situated on the easterly bank of said Arroyo del Pinal; thence continuing along said line or its direct production westerly South 76¼° west to a point in the center of said Arroyo del Pinal; thence along the center and up the Arroyo del Pinal in a southeasterly direction to the said point of beginning, and all improvements and appurtenances thereon.

SAVING AND EXCEPTING THEREFROM, the following:

(1) All of Mount Diablo Scenic Boulevard lying within the boundaries of the above described tract. Said Boulevard now being a strip of land 60 feet in width lying 30 feet on each side of a center line as said center line is described in that certain deed dated December 16, 1916, executed by Mount Diablo Development Company, a corporation, to Mount Diablo Scenic Boulevard Company, a corporation, recorded March 31, 1920, in Volume 363 of Deeds, page 80, records of Contra Costa County, California. Reference to said deed is made for more particular description of said Boulevard.

(2) Commencing at the intersection of the eastern line of the parcel of land described in the deed from Lawrence Curtola, et ux, to John A. Naghianti, et ux, recorded November 16, 1950, in book 1669 of Official Records of Contra Costa County, at page 597, with the center line of that certain 60 feet in width strip of land described in the deed from Mount Diablo Development Company, a corporation, to Mount Diablo Scenic

REC'D 1971 MAR 1:35

Boulevard Company, a corporation, recorded March 31, 1920, in book 363 of Deeds, at page 80, records of said county; thence South 0° 02' 55" West along the eastern line of said Ragghianti parcel (1860 OR 597) 638.97 feet to the true point of beginning of this description; thence from said true point of beginning continuing South 0° 02' 55" West along said eastern line 2475.53 feet; thence North 75° 54' 22" West, 443.540 feet; thence North 78° 35' 33" West, 337.952 feet; thence South 88° 11' 08" West, 679.554 feet; thence South 82° 25' 14" West, 215.685 feet; thence South 88° 22' 29" West, 124.045 feet; thence North 56° 57' 54" West, 202.602 feet; thence South 78° 42' 13" West, 246.803 feet; thence North 79° 47' 44" West, 336.183 feet; thence South 82° 23' 50" West, 63.504 feet; thence North 33° 05' 39" West, 73.25 feet; thence North 38° 46' 06" West, 56.922 feet; thence North 1° 55' 39" East, 48.062 feet; thence North 26° 45' 57" East, 117.834 feet; thence North 25° 17' 29" West, 37.241 feet; thence North 61° 54' 59" West, 57.994 feet; thence North 5° 29' 59" West, 49.336 feet; thence North 25° 41' 46" East, 101.446 feet; thence North 35° 05' 48" West, 137.647 feet; thence North 27° 42' 45" West, 304.094 feet; thence North 18° 13' East, 407.497 feet; thence North 84° 08' 21" East, 159.744 feet; thence North 59° 47' 13" East 361.588 feet to the center line of said 60 feet in width strip (363 D 80); thence running along said center line the following courses and distances, South 69° 57' 40" East, 56.629 feet; South 0° 09' 25" East, 99.05 feet, South 31° 16' 20" West, 80.49 feet; South 50° 08' 40" East, 60.38 feet, North 89° 56' 05" East, 276 feet, North 36° 11' 50" East, 75.50 feet, North 31° 59' 10" West, 162.40 feet, North 19° 16' 40" West, 184.73 feet, North 59° 23' 50" East, 135.94 feet, North 48° 04' 20" East, 158.90 feet, North 5° 56' 25" West, 49.44 feet, North 70° 54' 10" West, 230.05 feet, North 35° 21' 55" West, 318.87 feet, North 2° 00' 05" East, 139.94 feet, North 17° 48' 55" West, 137.32 feet, North 22° 26' 05" East, 94.20 feet, South 50° 17' 25" East, 146.45 feet, South 33° 58' 55" East, 221.32 feet, South 61° 29' 25" East, 128.72 feet, North 80° 14' 35" East, 172.32 feet, South 62° 13' 40" East, 191.96 feet, South 77° 17' 10" East, 250.28 feet and North 19° 34' 35" East, 122.38 feet; thence leaving said center line South 54° 31' 16" East 37.09 feet; thence South 47° 21' 20" East, 53.85 feet; thence South 21° 20' 38" East, 66.59 feet; thence South 27° 27' 34" East, 66.87 feet; thence South 80° 25' 59" East, 164.08 feet; thence South 79° 11' 23" East, 233.54 feet; thence North 59° 17' 12" East, 337.16 feet; thence North 82° 22' 31" East, 252.40 feet; thence South 88° 13' 24" East, 205.05 feet to the true point of beginning.

PARCEL TWO: Portion of Lot "A", Martenstein Subdivision, as designated on the map entitled "R. N. Burgess Company's Map No. 1, Mount Diablo Boulevard Tract," which map was filed in the office of the Recorder of the County of Contra Costa, State of California, on May 6, 1912, in Volume 7 of Maps, at page 153, containing 5.88 acres, more or less, described as follows:

Beginning on the south line of said Lot "A", distant thereon East, 329.59 feet from the southwest corner thereof, said point of beginning being the southeast corner of the parcel of land described in the deed from Barney M. Olsen, et ux, to William M. Sowell, et ux, dated March 21, 1950 and recorded April 25, 1950 (File No. 18934); thence from said point of beginning East continuing along said south line, 718.91 feet to the southeast corner of said Lot "A"; thence North 19° 53' West along the east line of said Lot "A", 420 feet to the northeast corner thereof; thence West along the north line of said Lot "A", 579.31 feet to the northeast corner of said Sowell parcel (File No. 18934); thence South along the east line of said Sowell parcel, 396.5 feet to the point of beginning.

PARCEL THREE: Right of way as an appurtenance to Parcel Two above for use as a roadway for vehicles of all kinds, pedestrians and animals and as a right of way for water, gas, oil and sewer pipe lines and for telephone, electric light and power lines, together with the necessary poles or underground conduits to carry said lines over a strip of land 15 feet in width, the north line of which is parallel with and 15 feet northerly, measured at right angles, from the south line thereof, and which south line is described as follows:

Beginning at the southwestern corner of Parcel Two above; thence west along the southern line of Lot A, of said Martenstein Subdivision (7 M 151), 329.59 feet to the southwestern corner of said Lot A. Said north line to be lengthened or shortened to extend from the western line of Parcel Two above to the western line of said Lot A.

PARCEL FOUR: Portion of the Rancho San Miguel, containing 1.736 acres, ~~more~~ or less, described as follows:

more or less, described as follows:

Beginning at the northeastern corner of the strip of land described as Parcel Two in the deed from Joseph Williams, et al, to Peter Ginochio, et al, recorded December 29, 1942, in book 712 of Official Records, page 386; thence South 89° 47' West along the south line of the tract of land described in the deed from Hugo Fischel, et ux, to John Williams, et al, dated April 10, 1912, recorded April 11, 1912, in book 178 of Deeds, page 371, 599.08 feet to post S.A. 10 in said line; thence North 22° 33' West along the west line of said tract, 137.26 feet; thence North 89° 47' East 605.40 feet; thence South 26° 04' East 135 feet to the point of beginning.

PARCEL FIVE: Portion of Lot 2, Hill Land, Rancho San Miguel, containing 140.504 acres, more or less, described as follows:

Beginning at Post R.B. 2-8, as designated in the partition of the Rancho San Miguel, said point of beginning being at the northeast corner of Lot 2, Hill Land of said Rancho, said Lot 2 being heretofore known as the "Lavezzola Ranch"; thence from said point of beginning South 75° 50' 15" West, 2997 feet to the northeast corner of the 45.10 acre parcel of land formerly known as the Fischl Tract; thence along the easterly and southerly boundaries of said 45.10 acre parcel as follows: South 5° 47' 15" East, 626.87 feet; South 16° 54' 15" West, 241.1 feet; South 30° 46' West, 114.85 feet; South 53° 28' West, 370.69 feet; South 81° 05' 30" West, 185.13 feet; North 76° 44' West, 318.28 feet; South 79° 17' 46" West, 238.4 feet; South 71° 02' West, 212.58 feet; South 62° 48' 30" West, 247.43 feet; and South 64° 18' 30" West, 291.18 feet to the northeast corner of the 0.721 of an acre parcel of land described in the deed from John Williams, et al, to Frank Williams dated October 5, 1915, and recorded October 5, 1915, in volume 253 of Deeds, at page 376; thence South 22° 15' 30" East along the east line of said 0.721 of an acre parcel, 644.3 feet; thence South 87° 47' East, 711.49 feet; thence South 61° 07' East, 177 feet; thence South 77° 43' East, 123.03 feet; thence North 89° 24' 45" East, 369.47 feet; thence North 83° 59' 45" East, 366.55 feet; thence North 79° 10' 15" East, 282.41 feet; thence North 73° 36' 15" East, 179.42 feet; thence North 70° 32' East, 561.21 feet; thence North 43° 16' 30" East, 262.84 feet; thence North 52° 39' 30" East, 380.82 feet; thence North 5° 41' 15" West, 87.07 feet; thence North 21° 05' 15" West, 163.65 feet; thence North 13° 15' 15" East, 149.66 feet; thence North 57° 26' 15" East, 367.50 feet; thence North 24° 25' 30" East, 96.94 feet; thence North 13° 15' 45" East, 147.55 feet; thence North 48° 08' 45" East, 391.85 feet; thence North 47° 03' East, 839.71 feet to the east line of said Lot No. 2, Hill Land; thence North 0° 17' 45" West along said east line, 574.57 feet to the point of beginning.

PARCEL SIX: Portion of the Rancho San Miguel, containing 88.60 acres, more or less, described as follows:

Beginning at the southwest corner of the parcel of land described in the deed from John Williams, et ux, to Frank Faria, et ux, dated September 6, 1921 and recorded September 15, 1921 in volume 402 of Deeds, at page 139, said corner being on the east line of the 0.721 of an acre parcel of land described as Parcel Four in the deed from John Williams, et al, to Frank Williams, dated October 5, 1915 and recorded October 5, 1915 in volume 253 of Deeds, at page 376; thence from said point of beginning along the south line of said Faria parcel (402 D 139) as follows: South 87° 47' East, 711.49 feet; South 61° 07' East, 177 feet; South 77° 43' east, 123.03 feet; North 89° 24' 45" East, 369.47 feet; North 83° 59' 45" East, 366.55 feet; North 79° 10' 15" East, 282.41 feet; North 73° 36' 15" East, 179.42 feet; North 70° 32' East, 561.21 feet; North 43° 16' 30" East, 262.84 feet and North 52° 39' 30" East, 380.82 feet to the southeast corner of said Faria parcel (402 D 139) said corner being on a southwest line of the 325.78 acre parcel of land described in said deed to Frank Williams (253 D 376); thence along the southwesterly and northwesterly lines of said Williams parcel (253 D 376) as follows: South 25° 12' East, 129.72 feet; South 48° 34' East, 615.97 feet; South 39° 52' East, 378.2 feet; South 33° 01' West 211.1 feet; South 38° 22' West, 260 feet; South 30° 51' West 333 feet; South 52° 21' West, 105 feet; South 71° 36' West, 319 feet; North 68° 07' West, 453.2 feet; South 64° 38' West, 345.6 feet; South 55° 28' West, 273.4 feet; South 73° 30' West, 476.4 feet; South 70° 37' West, 134 feet; South 72° 59' West, 266.6 feet and North 87° 23' West, 197 feet to the east line of the 0.435 of an acre parcel of land described in said deed to Frank Williams (253 D 376); thence North 19° 46' West along said east line and along the east line of the 1.755 acre

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parcel of land described in said deed to Frank Williams (253 D 376), 894.27 feet to the northeast corner of said 1.755 acre parcel of land; thence North 89° 55' West along the north line of said 1.755 acre parcel, 578.98 feet to the east line of said 0.721 of an acre parcel described in said deed to Frank Williams (253 D 376); thence North 22° 15' 30" West, along said east line, 617.32 feet to the point of beginning.-

PARCEL SEVEN: Rights of Way "for road purposes" as an appurtenance to Parcels Five and Six above over the strips of land described as follows:

1 - Portion of the Rancho San Miguel, containing 0.721 of an acre, more or less, described as follows:

Beginning on the west line of the parcel of land described in the deed from Hugo Fischl, et ux, to John Williams, et al, dated April 10, 1912 and recorded April 11, 1912 in volume 178 of Deeds, at page 371, at the northwest corner of the 1.755 acre tract described in the deed from John Williams, et al, to Frank Williams, dated October 5, 1915 and recorded October 5, 1915 in volume 253 of Deeds, at page 376; thence from said point of beginning North 22° 33' West, along the west line of said John Williams parcel (178 D 371), 1256 feet; thence North 67° 27' East, 25 feet; thence South 22° 33' East, 1276.27 feet; thence South 89° 47' West, 27.02 feet to the point of beginning.

2 - Portion of the Rancho San Miguel, containing 0.51 of an acre, more or less, described as follows:

Beginning on the west line of the parcel of land described in the deed from Hugo Fischl, et ux, to John Williams, et al, dated April 10, 1912, and recorded April 11, 1912 in volume 178 of Deeds, at page 371, at the northwest corner of the 0.721 of an acre parcel of land described in the deed from John Williams, et al, to Frank Williams, dated October 5, 1915, and recorded October 5, 1915 in volume 253 of Deeds, at page 376; thence from said point of beginning North 22° 15' West along the west line of said John Williams parcel (178 D 371), 378 feet to the northeast corner of the 2.15 acre parcel of land described in said deed to Frank Williams (253 D 376); thence easterly along a fence on a southerly line of the 45.1 acre tract reserved by Hugo Fischl in said deed to John Williams, et al, (178 D 371) 60 feet to a fence corner; thence South 22° 15' East along a southwest line of said 45.1 acre tract, 378.4 feet; thence westerly 60 feet to the point of beginning.

containing 2253 acres, more or less, and _____ shares of the capital stock of _____,

and the water rights represented thereby, together with all the estate and interest, homestead or other claim, as well in law as in equity, which said Trustor now has or may hereafter acquire in and to said property, together with all easements and rights of way used in connection therewith or as a means of access thereto and all and singular the tenements, hereditaments and appurtenances thereof, including all water and water rights and all fixtures and articles of personal property now or at any time hereafter attached to the above described real estate, including all watering and irrigation apparatus and fixtures and any and all buildings and improvements now or hereafter erected thereon; and also, all of the rents, issues and profits of the aforesaid property, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits, for the purpose of securing payment of an indebtedness in the principal sum of One hundred twenty-five thousand & 00/100 Dollars ($ 125,000.00) with interest thereon according to the terms of a certain promissory note (which by reference is hereby made a part hereof) of even date herewith executed by Trustor, delivered to Beneficiary and payable to its order, and any and all extensions or renewals thereof, payment of such additional sums with interest thereon as may hereafter be loaned by Beneficiary to Trustor when evidenced by a promissory note or notes of Trustor, payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustor or Beneficiary, and performance and discharge of each and every obligation, covenant and agreement of Trustor herein contained; to have and to hold said property upon the following express trusts, to-wit:

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to pay all debts that are now or may become liens against said premises not to suffer any lien of any kind to attach thereto which may take precedence over the lien of this Deed of Trust and not to create any lien on said premises junior hereto unless the person entitled to the benefits thereof shall have agreed that the time for the payment of the indebtedness hereby secured and the manner and amount of payment thereof and the benefits of the security afforded hereby may, without consent of such person and without any obligation to give notice of any kind thereto, be extended, reextended, accelerated, suspended and refunded on any terms whatsoever without in any manner affecting the priority of the lien hereby created, as security for the payment of the indebtedness secured hereby or any obligation substituted therefor or issued to refund same; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law or of any covenants, conditions or restrictions affecting said property, to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire, earthquake, and tornado, insurance in such amount for each hazard and in such company and in such form as shall be satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay as the same become due and payable all taxes and assessments affecting said property, including appurtenant water stock, all incumbrances, charges and liens, with interest, on said property or any part thereof which appear to be prior or superior hereto, and all costs, fees and expenses of this Trust.

5. That should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, including specifically, without limiting their general powers, the right to pay any and all taxes and assessments affecting said property, including appurtenant water stock as the same become due and payable, and also the right to make additions, alterations, repairs and improvements to said property which they or either of them may consider necessary or proper to keep said property in good condition and repair, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

6. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at ten per cent per annum.

B. IT IS MUTUALLY AGREED THAT:

1. Any award of damages now or hereafter made in connection with any condemnation for public use of or injury to said property or any part thereof and any award or damages arising from any cause of action for injury or damage to said property or any part thereof, is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance. The Trustor agrees to execute such further assignments of any such awards or damages as Beneficiary may require.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. Without affecting the liability of any person, including Trustor, for the payment of any indebtedness secured hereby or the lien of this Deed upon the property for the full amount of the indebtedness then remaining unpaid (other than any person or property specifically released by Beneficiary), Beneficiary may from time to time and without notice do any one or more of the following: release any person now or hereafter liable for payment of such indebtedness or any part thereof; extend the time or otherwise alter the terms of payment of any such indebtedness; accept additional security therefor of any kind; or substitute or release any property securing such indebtedness.

4. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

7. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

6. As additional security for the indebtedness secured hereby and for the performance of all other obligations of Trustor hereunder, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of and otherwise deal with said property, as hereinafter in this paragraph provided, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon or at any time after any such default, Beneficiary, at its option, without notice, and irrespective of whether Declaration of Default has been delivered to Trustee and without regard to the adequacy of security for the indebtedness hereby secured, either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, may enter upon, take possession of, manage and operate said property or any part thereof; make, cancel, enforce or modify leases; obtain and evict tenants, and fix or modify rents and do any acts which Beneficiary deems proper to protect the security hereof, and either with or without taking possession of said property, in its own name sue for or otherwise collect and receive such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

7. That if while said note and this deed of trust is owned by a non-resident of the State of California any law is passed by said state imposing upon such non-resident holder any tax upon the note or Deed of Trust or any liability to pay any part of the tax against the said premises, such holder, if it so elects, upon twelve months written notice may declare the debt due and payable and the deed of trust foreclosable.

8. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, or upon Trustor's failure to keep any policy of insurance in full force and effect, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale, and Trustee or Beneficiary shall thereafter file or cause to be filed for record a notice of such default and of election to cause said property to be sold. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby. Notice of sale having been given as then required by law and three months having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary as hereinafter defined, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at ten per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

9. The provisions contained in foregoing subparagraphs 8b and 8c shall not be construed to preclude Trustee or Beneficiary, in the event of any default hereunder, from enforcing any appropriate remedy against Trustor or from proceeding by suit to foreclose or by suits at law or in equity, as Beneficiary may elect or as Trustee may be advised, to enforce payment of all sums secured hereby.

10. Beneficiary may from time to time substitute in such manner as may be provided by law a successor or successors to any Trustee named herein or acting hereunder, which successor Trustee shall thereupon succeed, without conveyance from the Trustee predecessor, to all of its powers, duties, authority and title; or in the event of the absence of any such law providing for the substitution of trustees in deeds of trust Beneficiary may, with like effect, make such substitution from time to time by instrument in writing executed and acknowledged by Beneficiary and recorded in the office of the Recorder of the county or counties in which the property is situated. Said instrument shall contain the date of the execution of this Deed, the name of the original Trustor, Trustee and Beneficiary, the book and page where this Deed is recorded, and the name of the new Trustee.

11. Except in so far as now or hereafter prohibited by law the right to plead, use, or assert any statute of limitations as a plea or defense or bar of any kind, or for any purpose, to any debt, demand, or obligation secured or to be secured hereby, or to any complaint or other pleading or proceeding filed, instituted, or maintained for the purpose of enforcing this trust or any rights thereunder is hereby waived.

12. The invalidity of any one or more covenants, phrases, clauses, sentences or paragraphs of this Deed shall not affect the remaining portions of this Deed or any part thereof and this Deed shall be construed as if such invalid covenants, phrases, clauses, sentences or paragraphs, if any, had not been inserted herein.

13. The trusts hereby created shall be irrevocable by Trustor.

14. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary means the original Beneficiary hereunder or any future owner and holder, including pledgees, of the note secured hereby. In this Deed, whenever the context so

requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of each Trustor hereunder are joint and several.

15. If this Deed and the note secured thereby are executed by a married woman, and if such Deed describes any community property of such married woman and her husband, and if all sums secured by this Deed be not paid in full out of the proceeds of such Trustee's sale or otherwise, such undersigned married woman hereby assents to the liability of her separate property for any unpaid balance of all sums secured by this Deed, subject, however, to any limitation or restriction now provided by law upon the recovery of a deficiency judgment following a sale under a purchase money deed of trust and upon the further express condition that such assent shall not be deemed to create a present or any lien, charge, or obligation upon such separate property, and that such property can be resorted to in satisfaction of such unpaid balance only by attachment, execution or other legal process.

16. Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

THE INSERTION BY TRUSTOR of his mailing address opposite ~~his signature~~ the signature of Paraiso Ranch Co. hereto shall be deemed to be a request by Trustor that a copy of any notice of default and of any notice of sale hereunder be mailed to ~~him~~ at such address as provided by law.

MAILING ADDRESS FOR NOTICES

Street and Number	City	State
400 Alabama Street,	San Francisco,	Calif.

SIGNATURE OF TRUSTOR

PARAISO RANCH CO., a partnership

By [signature]

By [signature]

[signature]
A. L. Humphries

[signature]
L. K. Humphries

[signature]
Ethel Elaine Humphries (his wife)

[signature]
Carol Guerin Humphries (his wife)

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36768

STATE OF CALIFORNIA
City and
County of San Francisco } ss.

On this 13th day of July 19 51 before me,
Marjorie N. Wilson, a Notary Public in and for said County,
personally appeared A. K. Humphries, Ethel Elaine Humphries, R. K. Humphries,
Carol Guerin Humphries
known to me to be the person whose name are subscribed to the foregoing
instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Marjorie N. Wilson
Notary Public in and for said County and State

MY COMMISSION EXPIRES OCTOBER 1, 1952

Filed as Deed of Trust
and Assignment of Rents.
Ralph Cunningham,
County Recorder.

By J. Guerin Deputy.

Indexed as Trust Deed and Assignment of Rents

AUG -2 1951

FHD 48

DEED OF TRUST
With Assignment of Rents
(California)

Loan No.

Application No.

RECORDED BY REQUEST OF
Richmond-Sherman, Mutual & Title Co.

AUG -2 1951 9 A M.
In Vol. Page
OFFICIAL RECORDS OF
CONTRA COSTA COUNTY

Ralph Cunningham
COUNTY RECORDER

FEE $ 8.90

State of California
County of
Filed for record the day
of 19
at o'clock M., and
Recorded in Book
On Page 19
Recorder.
Fee $

Return to: Equitable Life Ins. Co.
Security Title Insurance Co.
Attn: Foreclosure Dept.

972466

State of California
City and County of San Francisco } ss.

On this 13th day of July, in the year One Thousand
Nine Hundred and Fifty-one before me, MARJORIE N. WILSON, a Notary
Public, in and for the City and County of San Francisco, State of California, residing
therein, duly commissioned and sworn, personally appeared
A. K. Humphries and A. K. Humphries,

partners of the partnership that
known to me to be the ~~person~~ ~~whose name~~ executed the within instrument
~~acknowledged to me that~~ such partnership
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal in the said City and County of San Francisco, the day and year in this certificate
first above written.

Marjorie N. Wilson
NOTARY PUBLIC
In and for the City and County of San Francisco, State of California
MY COMMISSION EXPIRES OCTOBER 1, 1952

GENERAL