

206 Except for the right of use by and under the Jersey Farm Company and assigns, jointly as mentioned above, and subject to the right of the United States of America and its assigns, to voluntarily finally abandon the right of way and road, or any part or parts of either or both at any time, and until such abandonment, the United States of America and its assigns, shall have the sole and exclusive rights of occupancy and possession of the right of way, road and other things and rights hereinabove mentioned as to be granted; and it shall be and is made its exclusive duty, whilst having such rights, to maintain the road, protective work, ditches, embankments, cuts, gradings, fills, culverts and other accessories to and/or of the road proper. Whenever, and if, there shall be a final abandonment of the road, or of the right of way, or any part or parts of either, the land composing the right of way affected by any such abandonment or abandonments shall, ipso facto, revert, and thenceforth belong, together with any incidental work and/or accessories, to the then owner or owners of the contiguous land or lands on the side of the right of way towards San Francisco and the assigns of such owner or owners, respectively. And,

Such an abandonment shall, at the option of the Jersey Farm Company or assigns and without notice, be conclusively presumed when, as and if: 1. An authorized written notice or declaration thereof shall have been given to said company, assign or assigns. 2. Three years or more shall have passed without there having been constructed by or on the part of the grantee an improved road over and along said right of way, or any given part or parts thereof. 3. Where such a road shall have been constructed within said three years then, and in such case, whenever there shall be a failure on the part of the United States of America or its assigns, for a continuous period of five years or more, to keep the road in a usable condition. To have and to hold the said premises, rights and road unto the party of the second part, its successors and assigns forever. And such grantor, for itself and its successors and assigns, covenants and agrees to and with said grantee and its assigns, to warrant and defend the sale of said perpetual right of way easement against all and every person and persons whomsoever lawfully claiming, or to claim the same.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

In witness whereof, the party of the first part by its President and Secretary thereto duly authorized has hereunto set its signature and Corporation Seal this the day and year first above written.

JERSEY FARM COMPANY

By Lee J. Sneath, President.

And H. J. Sneath, Secretary.

((CORP. SEAL))

STATE OF CALIFORNIA
City and County of San Francisco (SS. On this 29th day of July in the year One Thousand Nine Hundred and Forty one before me, D. B. RICHARDS, a Notary Public in and for said City and County and State, residing therein, duly commissioned and sworn, personally appeared Lee J. Sneath KNOWN TO ME TO BE THE PRESIDENT AND H. J. Sneath KNOWN TO ME TO BE THE SECRETARY OF Jersey Farm Company the Corporation described in and that executed the within instrument, and also known to me to be the Persons who executed it on behalf of the Corporation therein named, and acknowledged to me that such Corporation 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.

(SEAL: D. B. RICHARDS, NOTARY PUBLIC)
(CITY & COUNTY OF SAN FRANCISCO)
My Commission Expires May 26, 1945.

D. B. Richards Notary Public in and for said
City and County of San Francisco, State of
California. Womadnock Building.

Whereas Jersey Farm Company made a written offer dated May 1, 1941, to sell ^{to sell} to the United States of America for the sum of One Thousand Dollars certain of its lands in San Mateo County, California, for a road, and road purposes, and to grant therewith certain rights with respect to lands nearby, but not within the boundaries of the road proper;

Whereas said offer was duly accepted, in accordance with its terms, by the United States of America and its notice of such acceptance was given to and served upon said Jersey Farm Company on and as of the 8th day of May, 1941;

Whereas said road, its course, site and other rights aforesaid are particularly mentioned and described in the deed herein referred to, and said deed has been executed, and conditioned as below mentioned with intent that it shall be delivered to said, the United States of America in behalf of said Jersey Farm Company to meet the latter's agreements contained in said offer to sell, and in the deed set out;

And Whereas it is further intended that all and singular such other or further instruments of conveyance and assurances to the grantee as shall be in accordance with said offer and acceptance and desired by the grantee and be by it prepared and presented to Jersey Farm Company or its President or Secretary for such purposes may and shall, from time to time, be executed, acknowledged and delivered to said grantee, its successors or assigns, by and in behalf of Jersey Farm Company.

Now therefore, be it and it is Resolved:

1. That that certain deed (and instrument of grant more particularly hereinafter identified) may (at any time on or after this 31st day of July, 1941) and shall be delivered to the United States of America, its successors or assigns, as the act and deed of this corporation, Jersey Farm Company, on payment therefor of said \$1000.00.

2. That said instrument is a conveyance of certain lands and other rights of this corporation in San Mateo County, California, for a road and other purposes (which land and purposes are more particularly described in the instrument and are the same lands and rights which were and are the subjects of said offer) and which deed is made and executed as in behalf of this corporation by its President, Lee J. Sneath, and its secretary, H. J. Sneath, under its corporate seal, and runs in favor of the United States of America, its successors and assigns, and is, also, dated July 29th, 1941, and duly acknowledged as of the same date on behalf of said corpor-

ation, Jersey Farm Company, before D. B. Richards, a Notary Public in and for the City and County of San Francisco, State of California, as deeds by corporations are required, by the laws of California, to be acknowledged in order to entitle them, respectively, to be recorded and as the facts of such acknowledgment appear by the certificate thereof of said Notary Public to the deed attached.

3. That said officers of Jersey Farm Company, or whosoever may be president and secretary thereof, respectively, at the time or times of acting in the premises, be and they are hereby further authorized and directed as the acts and deeds of Jersey Farm Company, to make, execute, acknowledge as aforesaid and deliver any and all such other and further instruments of conveyance of said premises and rights or any part thereof in accordance with said written offer and acceptance which may at any time or times be requested by the United States of America and be by it prepared and presented to Jersey Farm Company, its President and/or Secretary for such execution, acknowledgment and/or delivery.

I, H. J. Sneath, Secretary of the Jersey Farm Company, a corporation, hereby certify the foregoing to be a true, full and correct copy of the preamble thereto and a set of resolutions three in number which were adopted by unanimous vote of the Directors of said corporation at a duly called and lawfully assembled meeting of its Board of Directors, at which a quorum thereof and all Directors were present and participating, held at the office of said corporation, 448 Eighth Street, San Francisco, California, the 31st day of July, 1941; and which preamble and resolutions were then and there spread upon the minutes of said meeting.

In Witness Whereof, I have hereunto set my official signature and the corporate Seal of said corporation this 31st day of July, 1941.

((CORP. SEAL))

H J Sneath. Secretary Jersey Farm Company.

RECORDED AT REQUEST OF CALIFORNIA PACIFIC TITLE & TRUST COMPANY NOV-7 1941 at 35 min. past 4 P. M. SAN MATEO COUNTY RECORDS T. C. RICE, RECORDER, BY Annette H. Coogan, DEPUTY RECORDER. Mildred Mullen, copyist. Compared and corrections OK. *Paula...* 37416E- 23 Copyist note: Red ink figures in above same as pencil in original; red ink writing same as red crayon in original.

THIS DEED OF TRUST, made this 6th day of November 1941, between SAN MATEO INVESTMENT CO., a corporation duly incorporated under and by virtue of the laws of the State of California, herein called Trustor, and E. T. KRUSE AND PARKER S. MADDUX, herein called Trustees, and THE SAN FRANCISCO BANK, a California corporation, herein called Beneficiary,

WITNESSETH: That Trustor grants to Trustees as joint tenants in trust, with power of sale, that property in the City of San Mateo County of San Mateo, State of California, described as:

Lots 7, 8, 9 and 10, in Block 10, as designated on the map entitled "BLOSSOM HEATH MANOR, RESUBDIVISION OF PORTIONS OF BLOCKS 1 AND 8, SAN MATEO COUNTY, CALIF.", which map was filed in the office of the Recorder of the County of San Mateo, State of California, on April 12, 1929, in Book 17 of Maps, at page 44.

EXCEPTING from said Lot 7, the Northeastly 20 feet, front and rear measurements, thereof. Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply the same;

For the purpose of securing the payment of the indebtedness evidenced by a promissory note bearing the same date as this Deed of Trust, executed by Trustor, for the principal sum of TWENTY TWO THOUSAND FIVE HUNDRED & NO/100 dollars (\$22,500.00) and interest thereon, payable to the order of Beneficiary, and the performance of each agreement of Trustor herein contained.

A. To protect the security of this Deed of Trust, Trustor agrees:

1. To pay at least ten days before delinquency all taxes and assessments affecting said property (including assessments upon appurtenant water stock); to pay, when due, all incumbrances, charges, and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.
2. To procure and keep in force such fire and other insurance as may at any time be required by Beneficiary, with loss payable to Beneficiary, which said insurance shall be satisfactory to Beneficiary in all respects. All policies of insurance shall be delivered to Beneficiary and such delivery shall constitute an assignment by Trustor to Beneficiary of all rights thereunder including the right to any return premium. Any amount collected under any insurance policy may be applied in whole or in part by Beneficiary upon any indebtedness secured hereby, whether then due or not, and in such order as Beneficiary may determine, or at the option of Beneficiary, any such amount may be released in whole or in part to Trustor. Any 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 pay, when due, all sums that may be payable by Trustor under any contract of conditional sale or chattel mortgage of any fixtures or equipment now as well as hereafter installed in or located upon said property.
4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustees; and should Beneficiary and Trustees or any of them elect also to appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum.
5. To protect and preserve said property and to maintain it in good condition and repair; not to remove, demolish or alter substantially any building or improvement at any time located thereon; to complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged, or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished in connection therewith; to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting said property; not to commit, suffer, or permit any act upon said property in violation of law; nor to commit