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12% and of written notice of default and of election to cause the property to be sold. notice Trustee shall cause to be duly filed for record. Beneficiery shall also deposit with mustee this Deed, the note and all documents evidencing expenditures secured hereby.

25. After the lapse of such time as may then be required by law following the recordation; of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Frustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, is consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. rrustee may postpone sale of all or any portion of said property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitats in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, may purchase at the sale. Trustee shall apply the proceeds of sale to payment of (1) the expenses of such sale together with the reasonable expenses of this Trust, including therein Trustee's fees in the following emounts based upon the amount secured hereby and remaining unpaid: $6 \ z/3$ percent on the first #1,000 thereof, 2 percent on the next \$7,000 thereof, and 1 1/3 percent on the balance thereof, said sum to include counsel fees if any are incurred; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 4 1/2 percent per annum; (4) all other sums then secured hereby, and (5) the remainder, if any, to the person or persons legally entitled thereto.

26. Beneficiary may from time to time substitute a successor or successors to any Trustee nemed herein or acting hereunder to execute this trust. Upon such appointment, and without conveyance to the successor Trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed and its place of record, which, when recorded in the office or the County Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

27. The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed is hereby waived, to the full extent permissible by law.

- 28. Any Trustor who is a married woman hereby expressly agrees that recourse may be had against her separate property, but without hereby creating a present or any lien or charge thereon, for any deficiency after sale of the property hereunder.
- 29. This Deed shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the parties hereto. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including pledgees of the note secured hereby, whether or not named as Beneficiary herein.
- 30. 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 part; 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.
 - 31. This Deed shall be construed according to the laws of the State of California.
- 32. The Undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him in a mailing address is set out opposite his signature hereto. Mailing Address for Notices

Street and number 144 Brier Lane

City and State

San Mateo, California

Signature of Trustor A. Jason Coppage Jr. Barbara F. Coppage

144 Briar Lane San Mateo, California (Copyist will copy) Indexed as Trust Deed and Assignment of Rents

STATE OF CALIFORNIA,)

COUNTY OF San Mateo)ss:

On this 30th day of October, 1941, before me, ROBERT N. MCIEAN, a Notary Public in and for said County, personally appeared A. JASON COPPACE JR., and BARBARA F. COPPACE, his wife, known to me to be the persons whose names are subscribed

to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.

((SEAI ROBERT N. McLEAN, NOTARY FUBLIC)) Robert N McLean. Notary Public in and for said SAN MATEO CAL)) County and State.

My Commission Expires: May 17, 1944

RECORDED AT REQUEST OF CALIFORNIA PACIFIC TITLE & TRUST COMPANY NOV-6 1941 at 31 min. past 2 P M SAN MATEO COUNTY RECORDS T. C. RICE, RECORDER, BY Edith R Letts DEFUTY RECORDER Nina Casal, Copyist Compared & corrections OK Arrell red ink in the above same as pencil in original. --37284E-- (40)

> DEED 309812

CIFY AND CCUMY OF SAN FRANCISCO, a municipal corporation, the first party, pursuant to Resolution No. 1826, Series of 1939, adopted by its Board of Supervisors on May 19, 1941, hereby grants to UNITED STATES OF AMERICA, the second party, the following described real property and easements situated in the County of San Mateo, State of California:

PARCEL 1. A parcel of land, hereinafter called Parcel 1, and being the westerly portion of that certain 244 acre tract of land, in San Mateo County, California, conveyed to the City and County of San Francisco, a municipal corporation, by Title Insurance and Guaranty Company, a corporation, by deed dated October 20, 1932, and recorded in Book 580, page 67, Official Records of San Mateo County, California, said Parcel 1 being described as follows:

Beginning at a point on the southerly boundary of the 244 acre tract above described S. 83° 29' 43" r., approximately 3.52 feet from an iron monument, said point being further described as the southeasterly corner of raicel 1, and marked by an existing chain link fence corner; thence along the boundary of said 244 acre tract as follows: N. 83° 20' 43" W., 220.32 feet, a little more or less, to the southwesterly corner of said tract; thence N. 31° 20' 00" W. 599.48 feet to the southeasterly corner of Sharp Park, said corner being defined by a granite monument at the intersection of fence lines; thence along the northeasterly boundary of Sharp Park, N. 31. 20' 00" W. 2618.22 feet; thence east, 421.66 feet; thence N. 24° 26' 31" E. 294.13 feet; thence N. 27° 59' 56" R. 429.61 feet; thence N. 71° 53' 26" E. 156.58 feet; thence S. 63° 20' 42" E. 245.31 feet; thence S. 89° 52' 42" E. 386.25 feet; thence N. 57° 17' 52" K. 227.14 feet; thence N. 87° 58' 09" E. 274.78 feet; thence N. 58° 48' 53" E. a distance of 12.85 feet, a little more or less, to an intersection with the line of the existing chain link fence, forming the westerly boundary of the San Francisco City and County Jail Grounds, prolonged northwesterly, said point of intersection being the northeasterly corner of Parcel 1, herein described; thence leaving the boundary of said 244 acre tract, and following along the fence line, and its northwesterly prolongation, above described S. 0. 10. 32" E. 719.44 feet; S. 18. 33. 12" W. 258.88 feet; and S. 0° 0° 38" W. 2532.81 feet, more or less, to the point of beginning. Containing 86 acres, more or less.

The necessary easements for communication, water, light, gas and power lines over PARCRI 2. the remaining portion of said 244 acre tract of land; also the right to use the road over the right of way running between said 244 acre tract of land and the Skyline Bouleward, which right of way was acquired by the City and County of Sen Francisco by said deed dated October 20, 1932.

This conveyance is made subject to the following express conditions:

- 1. The Grantor and the Grantee, their successors and assigns, may jointly use the road referred to in the description of Parcel 2; provided, that any damage caused to said road by the Grantee, its contractors and agents, shall be repaired by the Grantee at its own expense.
 - 2. The location of the easements described in Parcel 2 are to be mutually agreed upon.
- 3. The Grantor hereby reserves ownership of any and all of its existing water pipe line and other utilities now located on Parcel 1; together with the right to construct, reconstruct, maintain, operate, partrol, repair, use and/or remove such structures and future utilities and roads provided that the loaction of such future utilities shall be mutually agreed

IN WITHESS WHEREOF, the first party has executed this conveyance this 24th day of June 1941. CITY AND COUNTY OF SAH FRANCISCO

APPROVED: Joseph J. Phillips

Director of Property FORM APPROVED:

A Municipal Corporation, By Angelo J Rossi Attest:

Ino J O'Toole City Attorney ((SEAI OF THE CITY AND COUNTY))

David A. Barry Clerk of the Board of Supervisors

({ OF MAN FRANCISCO

CONFIRMING SAIR OF CERTAIN LAND AND EASEMENTS TO UNITED STATES OF AMERICA FOR COAST GUARD RADIO STATION.

RESOLUTION NO. 1826 (Series of 1939)

wH=REAS, pursuant to Ordinance No. 1010, Series of 1939, the Director of Property advertised in the official newspaper that bids or offers would be received by him on April 1, 1941, for the sale of the following described real property and easements situated in the County of San Mateo, State of California:

PARCEL 1: A percel of land, hereinefter called Parcel 1, and being the westerly portion of that certain 244 acre tract of land in San Mateo County, California, conveyed to the City and County of San Francisco, a municipal corporation, by Title Insurance and Guaranty Company, a corporation, by deed dated October 20, 1932, and recorded in Book 580, page 67, Official Records of San Mateo County, Califormia, said rancel 1 being described as follows:

BEGINNING at a point on the southerly boundary of the 244 acre tract above described S. 83° 29' 43" E., approximately 3.52 feet from an iron monument, said point being further described as the southeasterly corner of Parcel 1, and marked by an existing chain link fence corner; thence along the boundary of said 244 acre tract as follows: N. 83° 29' 43" W., 220.32 feet, a little more or less, to the southwesterly corner of said tract; thence N. 31° 20° 00" W. 599.48 feet to the southeasterly corner of pharp Park, said corner being defined by a granite monument at the intersection of fence lines; thence along the northeasterly boundary of Sharp Park, N. 31. 20. 00" W. 2618.22 feet; thence east 421.66 feet; thence N. 24° 26° 31" K. 294.13 feet; thence N. 27° 59° 56" E. 429.61 feet; thence H. 71° 53' 26" K. 156.58 feet; thence B. 63° 20' 42" E. 245.31 feet; thence S. 89° 52° 42° E. 386.25 feet; thence N. 57° 17° 52° E. 227.14 feet; thence N. 87° 58' 09" E. 274.78 feet; thence N. 58° 48' 53" E. a distance of 12.85 feet; a little more or less, to an intersection with the line of the existing chain link fence, forming the westerly boundary of the San Francisco City and County Jail Grounds, prolonged northwesterly, said point of intersection being the northeasterly corner of Parcel 1, herein described: thence leaving the boundary of said 244 acre tract, and following along the fence line, and its northwesterly prolongation, above described S. 0° 10' 32" E. 719 44 feet; S. 18° 33' 12" W. 258.88 feet; and S. 0° 0' 38" W. 2532.81 feet, more or less, to the point of beginning.

Containing 85 acres, more or less. PARCEI 2: The necessary easements for communication water, light, gas and power lines over the remaining portion of said 244 acre tract of land; also the right to use the road over the right of way running between said 244 scre

tract of land and the Skyline Boulevard, which right of way was acquired by 130 the City and County of San Francisco by said deed dated Cotober 20, 1932. WHEREAS, in response to said advertisement, the United States of America offered to purchase said property for the sum of \$8,750.00 subject to the hereinafter mentioned conditions, no higher bids having been made or received; and

WHEREAS, said sum of \$8,750.00 is more than 90% of the preliminary appraisal of said property as made by the Director of Property, the amount of said appraisal being \$8,750.00; and

WHEREAS, the Sheriff has recommended the sale of said property.

NOW THEREFORE BE IT RESOLVED, that said offer be and is hereby accepted. BE IT FURTHER RESOLVED, that the Mayor and the Clerk of the Board of Supervisors in behalf of the City and County of San Francisco, a municipal corporation be and are hereby authorized and directed to execute the necessary deed for the conveyance of said land and easements to the United States of America, subject to the following conditions:

- 1. The Grantor and the Grentee, their successors and assigns, may jointly use the road referred to in the description of Parcel 2; provided, that any damage caused to said road by the Grantee, its contractors and agents, shall be repaired by the Grantee at its own expense..
- 2. The location of the easements described in Parcel 2 are to be mutually agreed upon
- 3. The Grantor hereby reserves ownership of any and all of its existing water pipe line and other utilities now located on Parcel 1; together with the right to construct, reconstruct, maintain, operate, patrol, repair, use and/or remove such structures and future utilities and roads provided that the location of such future utilities shall be mutually agreed upon.

The Director of Property shall deliver said deed to the Grantee upon receipt of said sum of \$8,750.00.

ADOPTED-Board of Supervisors, San Francisco, May 19, 1941.

Ayes: Supervisors Brown, Colman, McGowan, McSheehy, Mead, Meyer, Ratto, Roncovieri, Schmidt, Shannon, Uhl.

I hereby certify that the foregoing resolution was adopted by the Board of Supervisors of the City and County of San Francisco. DAVID A. BARRY Clerk.

Approved, San Francisco, May 20, 1941.

WARREN SHANNON Acting Mayor.

May 22-1t.

STATE OF CALIFORNIA

City and County of San Francisco)ss.

CLERK'S CERTIFICATE

I, DAVID A. BARRY, Clerk of the Board of Supervisors, of the City and County of San Francisco, do hereby certify that the annexed Resolution No. 1826 (Series of 1939) is a full, true and correct copy of the original thereof on file in this office.

IN WITHESS WHEREOF, I have hereunto set my hand, and affixed the official seal of the City and County this 24th day of June 1941 David A. Barry

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO)ss.

Clerk of the Board of Supervisors, City and County of San Francisco

On the 26th day of June, in the year One Thousand Nine Hundred and Forty-one, before me, H.A. van der ZEE, County Clerk of the City and County of San Francisco, and ex officio Clerk of the Superior Court of the State of California, in and for the City and County of San Francisco, personally appeared ANGELO J. ROSSI, Mayor of the City and County of San Francisco, a municipal corporation, and DAVID A. BARRY, Clerk of the Board of Supervisors of the City and County of San Francisco, known to me to be the Mayor and the Clerk of the Board of Supervisors of the municipal corporation, described in and who executed the within instrument and also known to me to be the persons who executed it on behalf of the municipal corporation therein named, and they and each of them acknowledged to me that such municipal corporation executed the same.

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

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((SEAL SUPERIOR COURT ))
((CITY & COUNTY OF SAN ))
((FRANCISCO, CAI.
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H. A. van der Zee County Clerk of the City and County of San Francisco, State of California, and ex officio Clerk of the Superior Court of the State of California, in and for the City and County of San Francisco.

RECORDED AT REQUEST OF CALIFORNIA PACIFIC TITLE & TRUNT COMPANY NOV-7 1941 at 35 min. past 4 P M SAN MATEC COUNTY RECORDS T. C. RICE, RECORDER, BY Annette H. Coogen DEPUTY RECORDER Nine Casal. Copvist. Compared & corrections OK " in the State of Mily) Nina Casal, Copyist. Compared & corrections OK Compared non-term 11/14/41

--37414E-- (31) --0---0 ML THIS DEED OF TRUST, made this 21st day of October 1941, between HOWARD SUNDBERG, an unmarried man, of the City and County of San Francisco, 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 County of San Mateo, State of California, described as:

LOTS 43, 44 and 45 in Block 13, as designated on the map entitled "MAP OF SUBDIVISION NO. 1 OF SCHWERIN ADDITION, VISITACION VALLEY, PROPERTY OF SCHWERIN ESTATE REALTY CO. SAN MATEC CCUNTY, CALIFORNIA", which map was filed in the office of the Recorder of the County of San Mateo, State of California on October 5, 1908 in Book 6 of Maps at page 42.

198 3M 7-40 (3291) -- SHORT FORM

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