

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

(Seal)

JAMES MASON, Notary Public

in and for said City and County of San Francisco, State of California,

A true copy of original recorded at the request of California Pacific Title Ins. Co., May 20, 1919, at 43 min. past 4 P. M.

No. T 27355

Fee \$3.50

Fol. 28.

County Recorder.

RECORDING INFORMATION: THIS DEED OF TRUST WAS RECORDED IN THE COUNTY OF SAN FRANCISCO, CALIFORNIA, ON MAY 20, 1919, AT 4:43 P.M. BY JAMES MASON, NOTARY PUBLIC.

ANGELE van BECKH and Husband

TO

MURRAY F. VANDALL, et al., Trs.

FOR RECORDED  
See L. 27355  
Fee \$3.50  
MAY 20 1919

THIS DEED OF TRUST, Made this 21st day of May, 1919,

between ANGELE van BECKH and ERNEST F. van BECKH, her husband, of City and County of San Francisco, State of California, the parties of the first part, and MURRAY F. VANDALL and W. W. WILSON, the parties of the second part, and CALIFORNIA PACIFIC TITLE INSURANCE COMPANY, a corporation, the party of the third part,

WITNESSETH: Whereas, the said parties of the first part have borrowed and received of the said party of the third part, in Gold Coin of the United States, of the present standard, the sum of THIRTY-FIVE HUNDRED (3500) DOLLARS, and have agreed to repay the same, with interest, to said party of the third part, or its order, in like Gold Coin, according to the terms of a certain Promissory Note of even date herewith, executed and delivered therefor by the said parties of the first part,

NOW THIS INSTRUMENT WITNESSETH: That the said parties of the first part, in consideration of the aforesaid indebtedness to said party of the third part, and of ONE DOLLAR to them in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, and for the purpose of securing the payment of said Promissory Note and of any sum or sums of money, with the interest thereon, that may be paid or advanced by, or may otherwise be due to the parties of the second part or party of the third part, under the provisions of this instrument, and also such additional sums as may be hereafter borrowed and received by the said parties of the first part from the party of the third part, and evidenced by another Promissory Note of the said parties of the first part, have granted, bargained, sold, conveyed and confirmed and do hereby grant, bargain, sell, convey and confirm unto the parties of the second part in joint tenancy, and to the survivor of them, their successors and assigns the piece or parcel of land situate in the City and County of San Francisco, State of California, described as follows:

BEGINNING at a point on the Northerly line of Sunnyside Avenue, distant thereon two hundred and twenty-five (225) feet Easterly from the Easterly line of Congo Street; and running thence Easterly along said line of Sunnyside Avenue one hundred and seventy-five (175) feet; thence at a right angle Northerly one hundred (100) feet; thence at a right angle West-erly one hundred and fifty (150) feet; thence at a right angle Northerly twenty (20) feet; thence at a right angle West-erly twenty-five (25) feet; thence at a right angle Southerly one

hundred and twenty (120) feet to the Northernly line of Sunnyside Avenue and the point of beginning.

BEING Lots Nos. 20, 21, 24, 25, 28, 29, 32, and part of Lot No. 19, all in Block No. 41, as delineated on map of Sunnyside, filed April 6, 1891, in the Office of the Recorder of the City and County of San Francisco, State of California.

AND ALSO, all the estate and interest, homestead or other claim or demand, as well in law as in equity, which the said parties of the first part now have or may hereafter acquire of, in and to the said premises, with the appurtenances;

TO HAVE AND TO HOLD the same to the parties of the second part, as joint tenants (and not as tenants in common), with rights of survivorship as such and to their successors and assigns upon the trusts and confidences hereinafter expressed, to-wit:

FIRST.- During the continuance of these trusts the party of the third part and the parties of the second part, their successors and assigns are hereby authorized to pay without previous notice, all taxes, assessments and liens now subsisting, or which may hereafter be imposed by national, State, County, City, or other authority, or which may appear *prima facie* to subsist or be imposed upon said premises, to whomsoever assessed, and all or any incumbrances now subsisting, or that may hereafter subsist thereon, which may, in their judgment, affect said premises or these trusts, at such time as in their judgment they may deem best; or in their discretion, for the benefit and at the expense of said parties of the first part, to contest the payment of any such taxes, assessments, liens, or incumbrances, or defend any suit or proceeding instituted for the enforcement thereof; and in like manner to prosecute or defend any suit or proceeding that they may consider proper to protect the title to said premises; and to keep the buildings now erected or which may hereafter be erected on said premises, insured against loss by fire in the sum of \_ Dollars, (or less in their discretion) with such company or companies as they may deem proper, loss, if any, payable to the party of the third part; and these trusts shall be and continue as security to the party of the third part and of the second part, and their successors and assigns, for the repayment, in Gold Coin of the United States, of the moneys so borrowed by the said parties of the first part and the interest thereon, and of all amounts so paid out, and costs and expenses incurred as aforesaid, whether paid by the parties of the second part or party of the third part, with interest on such payments at the rate of one per cent per month until final repayment, which disbursement and interest the parties of the first part hereby agree to pay.

SECONDLY.- In case the said parties of the first part shall well and truly pay, or cause to be paid, at maturity, in Gold Coin as aforesaid, all sums of money so borrowed as aforesaid, and the interest thereon, and shall upon demand repay all other moneys secured or intended to be secured hereby, and, also, the reasonable expenses of this trust, then the parties of the second part, or the survivors of them, their successors and assigns shall reconvey all the estate in the premises aforesaid to them by this instrument granted unto said parties of the first part, their heirs and assigns at their request and cost.

THIRDLY.- If default be made in the payment of any of said sums of principal or interest as stipulated in said Promissory Note, or in the reimbursement of any of the amounts herein provided to be paid, or of any interest thereon, the third party, shall record in the office of the Recorder of the County wherein the above described property or some part thereof is situated, a notice of such default or breach and of the election of the third party to

sell or cause to be sold such property to satisfy said obligation, and not less than three months after such recording of such notice of default than the said second parties, or the survivors of them, their successors or assigns on demand by the party of the third part, or its assigns, shall sell the above granted premises, or such part thereof as, in their discretion they shall find it necessary to sell in order to accomplish the objects of these trusts, in the manner following, namely:

THE Trustees shall first give notice of the time and place of such sale, with a description of the property to be sold, in the manner and for a time not less than that required by law for sales of real property upon execution; and, on the day of sale so advertised, may sell the property so advertised, or any portion thereof, at public auction, at the time and place specified in the published notice, to the highest cash bidder, and the holder or holders of said Promissory Note, its agent or assigns, may bid and purchase at such sale.

THE Trustees may sell said premises, as above described as a whole, or, in their discretion, in such reasonable parcels or subdivisions as they in their judgment may deem advisable.

AND the parties of the second part or the survivors of them, their successors or assigns, shall establish as one of the conditions of such sale, that all bids and payments for said property shall be made in like Gold Coin as aforesaid, and upon such sale they shall make, execute, and after due payment made, shall deliver to the purchaser or purchasers, his or their heirs and assigns, a deed or deeds of the premises so sold, and out of the proceeds thereof shall pay:

FIRST.- The expenses of such sale together with the reasonable expenses of this trust, including counsel fees of \_ Dollars, in Gold Coin, which shall become due upon any default made by the said parties of the first part in any of the payments aforesaid.

SECOND.- All sums which may have been paid, under or in accordance with the provisions hereof, by the said party of the third part or the parties of the second part, their successors or assigns, or the holder or holders, of the Note aforesaid, and not reimbursed, which may then be due, whether paid on account of incumbrances or insurance as aforesaid, or in the performance of any of the trusts herein created, together with any additional sums borrowed as aforesaid, and with whatever interest may have accrued thereon; next, the amount due and unpaid on said Promissory Note, with whatever interest may have accrued thereon, and lastly, the balance or surplus of such proceeds, if any, to said parties of the first part or assigns.

AND in the event of a sale of said premises, or any part thereof, and the execution of a deed or deeds therefor, under these trusts, then the recitals therein of default or breach of the obligation for which this instrument is security and the due recording of notice of such breach and of the election of the party of the third part to sell or cause to be sold such property to satisfy said obligation, and of publication and posting of notice of sale, and a demand by the party of the third part its successors or assigns that such sale, should be made, shall be conclusive proof of such breach or default, and of the recording of due notice of such breach and election to sell, and of the lapse of the period of three months after such recording, and of the due publication and posting of such notice of sale and that the sales were made on due and proper demand by the party of the third part, its successors

or assigns, and in full accordance with the law and the terms of this instrument; and such deed or deeds, with such recitals therein, shall be effectual and conclusive against the said parties of the first part, their successors or assigns and all other persons as to such default, breach, demand, recording of notice of breach and election to sell, the proper lapse of time, and the proper publication and posting; and the receipt for the purchase money contained in any deed executed to the purchaser as aforesaid, shall be a sufficient discharge to such purchaser from all obligation to see to the proper application of the purchase money, according to the trusts aforesaid.

IT is expressly covenanted that the party of the third part may, from time to time appoint other Trustee or Trustees to execute the trusts hereby created and upon such appointment, and a conveyance, to the appointee by the parties of the second part, or the survivors of them, their successors or assigns, the new Trustee shall be vested with all the title, interests, powers, duties and trusts in the premises, hereby vested in or conferred upon the parties of the second part. Such new Trustees shall be considered the successors and assigns of the parties of the second part within the meaning hereof.

IF a corporation, a copy of such resolution, certified by the Secretary of the party of the third part, under its corporate seal, and attached to the instrument of assignment or transfer, shall be conclusive proof of the proper appointment of such substituted Trustee or Trustees.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered in the presence of) ANGELE van BECKH, (Seal)  
ERNEST P. van BECKH, (Seal)

State of California, )  
City and County of San Francisco ) ss.

On this 21st day of May in the year one thousand nine hundred and nineteen, before me, Grace Campbell, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared Angele van Beckh and Ernest P. van Beckh, known to me to be the persons described in and who executed, and whose names are subscribed to the within and foregoing instrument, and they acknowledged 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.

(Seal) GRACE CAMPBELL, Notary Public

in and for said City and County of San Francisco, State of California.

A true copy of original recorded at the request of California Pacific Title Ins. Co., May 22, 1919, at 5 min. past 10 A. M.

No. T 27532 Fee \$3.30 Fol. 26. County Recorder.

~~~~~

FRANK SCOTT and wife )  
10 ) FOR RECONVYANCE  
SAVINGS UNION BANK AND TRUST COMPANY, ) Sec 1 Per 234 Official Records  
Page 23

THIS DEED OF TRUST, made this Twenty-first day of May, A.D. one thousand nine hundred and nineteen between FRANK SCOTT and MAE SCOTT, his wife, the parties of the first part, and the SAVINGS UNION BANK AND TRUST COMPANY, a Corporation, organized and incorporated under the laws of the State of California, party of the second part, and the HUMBOLDT SAVINGS BANK, like-