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STATE OF CALIFORNIA,

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Order No. 96733/16428-II

RESOLUTION NO. 1759 (NEW SERIES)

RESOLUTION OF THE COUNCIL OF THE CITY OF RIVERSIDE, CALIFORNIA, ACCEPTING A DEED.

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RESOLVED; by the Council of the City of Riverside, California, that deed dated October 21, 1930, executed by W. M. EASON and CARRIE M. EASON, his wife. to the CITY OF RIVERSIDE, a municipal corporation. of the County of Riverside, State of California, for the following described premises situated in the City of Riverside, County of Riverside, State of California, and more particularly described as follows, to-wit:

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Commencing on the Southeasterly line of Main Street at a point 147 feet Southwesterly from the most Northerly corner of Lot 19 of E. N. Smith's Subdivision as shown by map on file in Book 5 at page 179 of Maps, Riverside County Records; thence at right angles Southeasterly and parallel with the Northeasterly line of said Lot 19, 120 feet; thence Southwesterly parallel with the Southeasterly line of Main Street, 49.5 feet to the Southwesterly line of said Lot 19; thence Northwesterly along the said Southwesterly line of said Lot 19, 120 feet to the Southeasterly line of Main Street; thence Northeasterly along the Southeasterly line of Main Street, 49.5 feet to the point of beginning.

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be, and the same is hereby, accepted; and

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BE IT FURTHER RESOLVED; that a copy of this resolution be attached to said deed and that the same be recorded in the office of the County Recorder of Riverside County, California, and thereafter filed in the office of the City Engineer of said City of Riverside.

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I. G. Albert Mills. the duly elected. qualified and acting Clerk of the City of Riverside, California, hereby certify that the foregoing cresolution was duly and regularly introduced and adopted by the Council of said City at its meeting held on the 5th day of November, 1930, by the following vote:

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Ayes: Councilmen Redman, Backstrand, Taylor, Lindsley, Wells and Lohrli.

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Noes: None. Absent: Councilman Pearse.

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rebet relle City of Riverside.

I hereby approve the foregoing resolution this 5th day of November.

layor of

: È ;

W. M. EASON, ET AL

CITY OF RIVERSIDE

SECURITY TITLE INS. & GUAR. CO. 13 Maria polick C.M. 12 1930 Copied in Sook No. 878

DEEDS page 526

seq., Records of Charside County,

JACK A. ROSS _Recorder.

Deputy Recorder.

A. Lamba

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Security Title Insurance and Guarantee Company

GENERAL OFFICERS



Security Title Insurance Huilding Eighth and Orange

Riverside, California

Amount \$635.00.

Number 96733. LL/S-21.

Policy of Title Insurance

Security Title Insurance and Guarantee Company

herein called the Company, for a valuable consideration, paid for this Policy of Title Insurance,

Does Hereby Insure

City of Riverside. (as to an interest in fee simple)

together with any other person or corporation included in the term the Insured as defined in this Policy, against loss or damage not exceeding Six Hundred Thirty-five (\$635.00 ollars, which any Insured shall sustain by reason of title to the land described in Schedule A being vested at the date hereof otherwise than as therein stated, or by reason of unmarketability of the title of any vestee to or in said land on account of defects, liens, encumbrances and other matters not shown in Schedule B, or by reason of any defect in, or lien or encumbrance on said title, at the date hereof, other than defects, liens, encumbrances and other matters shown in Schedule B or by reason of any defect in the execution of any mortgage or deed of trust securing an indebtedness the owner of which is insured by this Policy or by reason of priority thereto of any lien or encumbrance at the date hereof except as shown in Schedule B, all subject, however, to the exceptions and conditions hereto annexed, which exceptions and conditions together with Schedules A and B are hereby made a part of this Policy.

IN WITNESS WHEREOF, SECURITY TITLE INSURANCE AND GUARANTEE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, 12th day of November, 1930 at 3:00 P. M.

SECURITY TITLE INSURANCE AND GUARANTEE COMPANY.

Counter signed:

S.C.B.T. U.No.L

Glew W. Chabru Manager

This Policy consists of

pages which are numbered at the end of each page.

SCHEDULE A

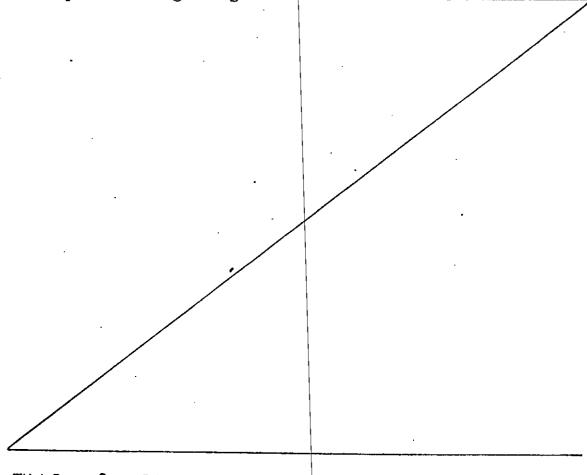
1. The title to said land is at the date hereof vested in

CITY OF RIVERSIDE, a municipal corporation.

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

All that certain real property situated in the City of Riverside, County of Riverside, State of California, and particularly described as follows, to-wit:

That portion of Lot Nineteen (19) of E. N. Smith's Subdivision, as shown by map on file in Book 5, page 179 of Maps, Riverside County Records, by metes and bounds, beginning at a point One Hundred Forty-seven (147) feet Southwesterly from the mostNortherly corner of said Lot; thence Southeasterly parallel with the Northeasterly line of said Lot, One Hundred Twenty (120) feet; thence Southwesterly parallel with the Southeasterly line of Main Street, Fortynine and five tenths (49.5) feet to the Southwesterly line of said Lot; thence Northwesterly on said Southwesterly line One Hundred Twenty (120) feet to the Southeasterly line of Main Street; thence Northeasterly on the Southeasterly line of Main Street, Forty-nine and five tenths (49.5) feet to the point of beginning



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SCHEDULE B

Defects, liens, encumbrances and other matters to which said land is subject in the order of priority shown:

1. A right of entry upon and a right of way over and through the lands herein described for the construction and maintenance of all necessary water pipes, ditches and other conduits that may be required by the Riverside Water Company, a corporation, its successors and assigns.

JT.P. **EXCEPTIONS**

The Company does not, by this Policy, insure against:

- 1. Any facts which a correct survey and inspection of said and would show; water rights; mining claims; rights or claims of parties in possession of any part of said land, easements, liens or encumbrances which are not shown by the official records of (a) the County of Riverside; (b) the City of Riverside
- ; (c) the Federal Offices at Los Angeles 2. Assessments, taxes or obligations levied or created for any public or district improvement or purpose, unless at the date hereof the amount of such assessment, tax or obligation has been fixed, is payable and is shown as a lien by the official records of
- (a) the County of Riverside; or (b) the City of Riverside
- 3. Proceedings for municipal improvement, which, at the date hereof, are shown by the official records of the City of Riverside RIVERSIGE, but have not resulted in imposition of a lien upon, or establishment of an easement over, or adjudication of the right to a public use of, said land or any part thereof.
- 4. Action by any governmental agency for the purpose of regulating occupancy or use of said land or any building or structure thereon.

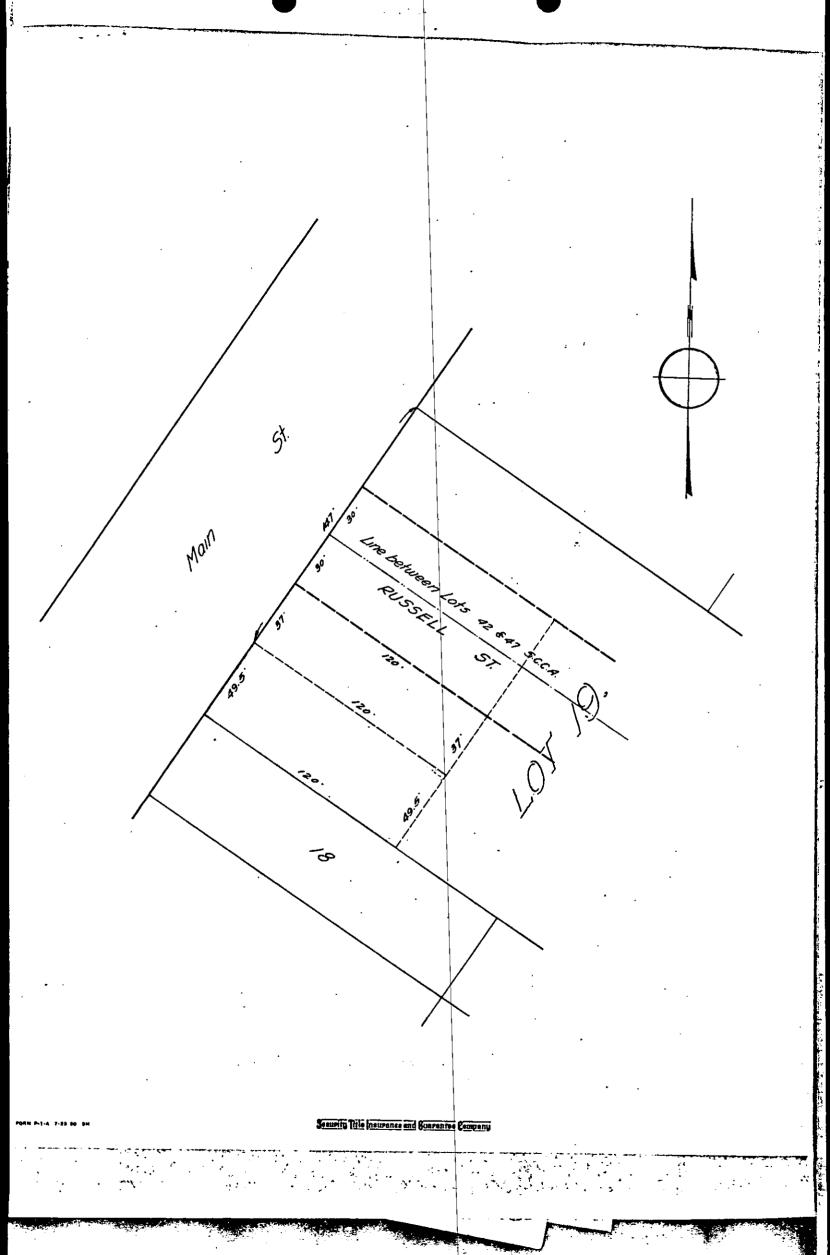
CONDITIONS

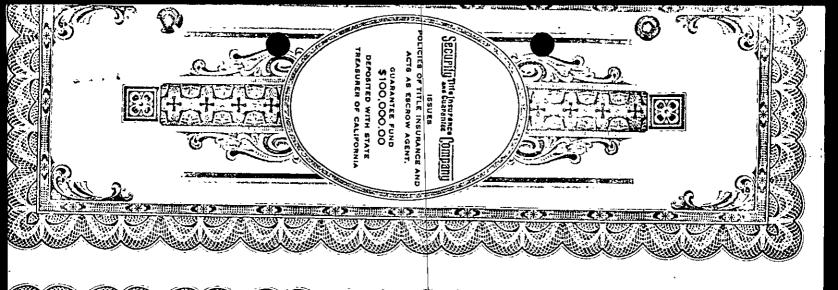
- 1. The term "the Insured" includes all named as insured on the first page of this Policy and as to each insured owner of an indebtedness secured by mortgage or deed of trust shown in Schedule B, each successor in ownership of such indebtedness and any owner thereof, who acquires said land, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof; and as to each other named Insured, if a person, any person or corporation deriving an estate or interest in said land as heir or devisee of such person, or if a corporation, any person or corporation deriving an estate or interest in said land by dissolution, merger or consolidation.
- 2. The Company at its own cost shall defend the Insured in all actions or proceedings commenced against the Insured founded upon a defect, lien or encumbrance insured against by this Policy and may pursue such litigation to final determination in the court of last resort. In case any such action or proceeding shall be begun, or in case knowledge shall come to any Insured of any claim of title or interest adverse to the title as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this Policy, such Insured shall at once notify the Company thereof in writing. If such notice shall not be given to the Company at least five days before the appearance day in any such action or proceeding, or if such Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against or any such adverse claim which shall come to the knowledge of such Insured, in respect to which loss or damage is apprehended, then all liability of the Company as to each Insured having such notice in regard to the subject of such action, proceeding or claim shall cease and terminate, provided, however, that failure to so notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure. In all cases where this Policy permits or requires the Company to prosecute or defend any action or proceeding, the Insured shall secure to it the right to so prosecute or defend such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. The word "knowledge" in this paragraph means actual knowledge and does not refer to constructive knowledge or notice which may be imputed to the Insured by reason of any public record or otherwise.
- 3. The Company reserves the option to pay, settle or compromise for or in the name of the Insured, any claim insured against or to pay this Policy in full, and payment or tender of payment of the full amount of this Policy together with all costs which the Company is obligated hereunder to pay shall terminate all liability of the Company hereunder.
- 4. Whenever the Company shall have settled a claim under this Policy, it shall be subrogated to and be entitled to all rights, securities and remedies which the Insured would have had against any person or property in respect to such claim, had this Policy not been issued, and the Insured shall transfer or cause to be transferred to the Company such rights, securities and remedies, and permit it to use the name of the Insured for the recovery, retention or defense thereof. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights, securities and remedies in the proportion which said payment bears to the amount of said loss.
- 5. The Company has the right and option, in case any loss is claimed under this Policy by an Insured owner of an indebtedness secured by mortgage or deed of trust, to pay such Insured the entire indebtedness of the mortgagor or trustor under said mortgage or deed of trust, together with all costs which the Company is obligated hereunder to pay, in which case the Company shall become the owner of, and such Insured shall at once assign and transfer to the Company said mortgage or deed of trust and the indebtedness thereby secured and such payment shall terminate all liability under this Policy to such Insured.
- 6. A statement in writing of any loss or damage for which it is claimed the Company is liable under this Policy shall be furnished to the Company within sixty days after such loss or damage shall have been ascertained. No action or proceeding for the recovery of any such loss or damage shall be instituted or maintained until after full compliance by the Insured with all the conditions imposed on the Insured by this Policy nor unless commenced within twelve months after receipt by the Company of such written statement.
- 7. The Company will pay, in addition to any loss insured against by this Policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and in litigation carried on by the Insured with the written authorization of the Company but not otherwise. The Company will not be liable for loss or damage by reason of defects, claims or encumbrances created subsequent to the date hereof or resulting in no pecuniary loss to the Insured, or for defects, claims or encumbrances created or suffered by the Insured claiming such loss or damage, or existing at the date of this Policy and known to the Insured claiming such loss or damage either at the date of this Policy or at the date such Insured claimant acquired an estate or interest insured by this Policy. The liability of the Company under this Policy shall in no case exceed in all the actual loss of the Insured and costs which the Company is obligated hereunder to pay and in no case shall such total liability exceed the amount of this Policy and said costs. All payments under this Policy shall reduce the amount of the insurance pro tanto and payment of loss or damage to an Insured owner of indebtedness shall reduce to that extent the liability of the Company to the Insured owner of said land. No payment can be demanded by any Insured without producing this Policy for indorsement of such payment.
- 8. Loss under this Policy shall be payable, first, to any Insured owner of indebtedness secured by mortgage or deed of trust shown in Schedule B, in the order of priority therein shown, and if such ownership vests in more than one, payment shall be made ratably as their respective interests may appear, and thereafter, or if there be no such Insured owner of indebtedness, any loss shall be payable to the other Insured, ratably as their respective interests may appear.
- 9. No provision or condition of this Policy can be waived or changed except by writing indorsed hereon or attached hereto signed by the President, a Vice-President, the Secretary or an Assistant Secretary of the Company.

This is Page of Policy No.

96733

consisting of Pages.





E N Smith's Sub. Portion of Lot 19

City of Riverside.

W. M. Eason, et al. Purchased from

Sailmeanhige

EIGHTH AND ORANGE STREETS RIVERSIDE, CALIFORNIA STATE INSURANCE COMMISSIONER

Security Title Insurance and Guarantee Company

CAPITAL AND SURPLUS OVER

\$2,000,000,00

Sesurity Title Insurance and Cuarantee Company

POLICIES OF TITLE INSURANCE AND TRANSACTS A GENERAL TITLE BUSINESS IN NINETEEN COUNTIES OF CALIFORNIA. THE COMPANY ALSO RENDERS A COMPLETE AND COMPREHENSIVE ESCROW

Stanislaus County Santa Barbara County Ventura County Tuolumne County Tulare County San Luis Obispo County San Joaquin County San Bernardino County Orange County Riverside County Merced County Madera County Los Angeles County Kings County Kern County Fresno County Amador County Imperial County Calaveras County ORDERS FOR EITHER SERVICE MAY BE PLACED THROUGH ANY OF ITS OFFICES Security Title (assurance and 471 E. Main St. scently Title insurance and Grarantee