

CONFIDENTIAL INFORMATION FOR USE OF TITLE COMPANIES

STATEMENT OF IDENTITY

No. ....

This Statement must be SIGNED PERSONALLY by each party to the transaction and by BOTH HUSBAND AND WIFE before a Policy of Title Insurance can be written. **WHEN FILLED IN COMPLETELY** it will serve to establish, identify and facilitate elimination of matters affecting persons of similar name.

I am the  owner of  purchaser of the property described as 1259 Arguello Boulevard,  
 lender upon

the street address of which is 1259 Arguello Blvd. Street, City of SAN FRANCISCO,  
 I hereby make the following statement of facts:

Full Name TOMOYE (First name) NOZAWA (Last name)

Day and month of birth AUG. 16 - 1915 Birthplace SAN FRANCISCO, CALIFORNIA

If naturalized, date and place of naturalization —

Full Name of Spouse Henri Hiroyuki Takahashi  
 (First name) (Full middle name—if none, indicate) (Last name)

Day and month of birth 1916 Birthplace Tokyo, Japan

If naturalized, date and place of naturalization —

When married July 20 - 1941 Where married San Francisco

Maiden Name of Wife Tomoye Nozawa

Residence during past five years: 784 Stanyan St San Francisco Length of Residence: 2 1/2 years

Present Address: 1259 Arguello Blvd (residence)  
 Number and Street City From (Date) To (Date)

I am not acting, in this transaction, for or on behalf of any foreign country, transactions with which have been "blocked" or subjected to regulation by the United States government, nor for or on behalf of any resident or citizen of any such country, nor for or on behalf of any company organized in or controlled by residents or citizens of any such country, nor by or on behalf of any person or firm included in "The Proclaimed List of Blocked Nationals."

My signature can be verified by San Francisco Bank Naughts - Bebeden Branch  
 (Give name of bank (branch or department) or employer, where signature has been known for at least two years)

Authority to verify is hereby given.

Signature Tomoye Nozawa  
 Signature \_\_\_\_\_  
 Dated Feb. 2, 1942 Business Telephone \_\_\_\_\_ Res. Telephone \_\_\_\_\_

appended Feb 9 - 1942

*[Handwritten scribbles and signatures]*

\$ 4,400.00

SAVINGS ASSOCIATION

FOR VALUE RECEIVED, the undersigned promise(s) to pay to BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

221 FERN CIRCLE California, OCTOBER 21, 1936

# DEED OF TRUST NOTE

66 4218

*[Handwritten mark]*

283 95

66 4218 175

## STATE OF CALIFORNIA

LOAN NO.

## Deed of Trust Note

TO

No. **04-038-044629**

Insured under the  
National Housing Act  
And Regulations of the  
Federal Housing Administrator  
For Mutual Mortgage Insurance  
Dated November 1, 1934  
As amended **September 1, 1936**

FEDERAL HOUSING ADMINISTRATOR

By *[Signature]*  
Authorized agent.

Date **December 2, 1936**

Reference is made to the Act and to the Regulations thereunder covering assignments of the insurance protection on this note.

Date Pd	Instal	Balance
NOV 12 1936	16.46	4400 - 4383.54
JAN - 4 1937	16.61	4366.93
JAN - 4 1937	16.54	4350.39

Principal and interest are payable in lawful money of the United States. If action be instituted on this note, the undersigned promise(s) to pay such sum as the Court may fix as attorney's fees. This note is not to be construed according to the laws of California.

*[Handwritten signature]*

California

Trustee(s), on real estate in the County of *[Signature]* City and County of *[Signature]* State of California

I HEREBY CERTIFY that this is the note described in and secured by the Deed of Trust of even date herewith, and in the same principal amount as herein stated, to *[Signature]* of *[Signature]* State of California.



*[Handwritten signature]*  
1936

In and for the County of San Francisco City and County of San Francisco Mayor Public

# DEED OF TRUST NOTE

\$ 4,400.00

SAN FRANCISCO, California, OCTOBER 21, 1936

FOR VALUE RECEIVED, the undersigned promise(s) to pay to BANK OF AMERICA NATIONAL TRUST AND

SAVINGS ASSOCIATION, or order, at the office of said BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION at San Francisco, California, the principal sum of FOUR THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$ 4,400.00) with interest from date at the rate of five per centum (5%) per annum on the balance remaining from time to time unpaid. Principal and interest shall be due and payable in monthly installments of THIRTY FOUR AND 80/100 Dollars (\$ 34.80) commencing on the first day of December, 1936, and on the first day of each month thereafter until the principal and interest are fully paid except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November, 1951.

If default be made in the payment of any installment under this note and such installment be not paid prior to the due date of the next such installment, or in any of the agreements contained in the Deed of Trust securing this note, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this note. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The makers and endorsers severally waive diligence, presentment, protest and demand, notice of protest, dishonor and nonpayment of this note, expressly agree that this note, or any payment thereunder, may be extended from time to time, and consent to the acceptance of further security for this note, including other types of security, all without in any way affecting the liability of the makers and endorsers hereof. The right to plead any and all statutes of limitations as a defense to any demand on this note, or on any guaranty thereof, or to any agreement to pay the same, or to any demand secured by the Deed of Trust, or other security, securing this note, against makers, endorsers, guarantors or sureties is expressly waived by each and all said parties.

Privilege is reserved to pay the debt in whole, or in an amount equal to the monthly payment herein provided for, including accrued interest, or in multiples thereof, on the first day of any month prior to maturity, provided there is then no existing default under this note or the Deed of Trust securing the same; and provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to final maturity, and at that time it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this note a premium charge of one per centum (1%) of the original principal amount hereof provided the time of prepayment is more than two years before the final maturity date; but in case prepayment is made two years or less before the final maturity date, the premium charge shall be one half of one per centum (1/2%) of the original principal amount of said note.

Principal and interest are payable in lawful money of the United States. If action be instituted on this note, the undersigned promise(s) to pay such sum as the Court may fix as attorney's fees. This note is secured by a Deed of Trust, of even date herewith, to CORPORATION OF AMERICA as trustee, on real estate situated in the City and County of San Francisco, California, and this note is to be construed according to the laws of California.

Should this note be signed by more than one person and/or firm and/or corporation, all of the obligations herein contained shall be considered joint and several obligations of each signer hereof.

*Anthony Strauss*  
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I HEREBY CERTIFY that this is the note described in and secured by the Deed of Trust of even date herewith, and in the same principal amount as herein stated, to CORPORATION OF AMERICA Trustee(s), on real estate in the City and County of San Francisco, State of California.

Dated this 22 day of October, 1936.

*Law J. Foster*  
-----  
City and Notary Public.

MY COMMISSION EXPIRES NOV. 22, 1936

In and for the County of San Francisco, State of California.

My commission expires

THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the mailing address opposite his signature hereto. Failure to insert such address shall be deemed a waiver of any request hereunder for a copy of such notices.

Mailing Address for Notices

Street and Number	City and State	Signature of Trustor
1090 Eddy Street	San Francisco, California.	<i>Anthony L. Noriega</i>
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STATE OF CALIFORNIA  
City and \_\_\_\_\_ } ss:  
COUNTY OF San Francisco \_\_\_\_\_

On this 22 day of October, 1936, before me,  
Law J. Foster, a Notary Public in and for said County,  
personally appeared ANTHONY L. NORIEGA, a single man  
known to me to be the person whose name ~~is~~ subscribed to the within instrument, and acknowledged that he executed the same.

WITNESS my hand and official seal.  
(NOTARIAL SEAL)

Law J. Foster  
Notary Public in and for said County and State.  
City and \_\_\_\_\_

INDEXED AS  
DEED OF TRUST  
ASSIGNMENT OF RENTS

MY COMMISSION EXPIRES NOV. 22, 1936

283 95

12314

CALIFORNIA

Deed of Trust

INDEXED AS  
DEED OF TRUST  
ASSIGNMENT OF RENTS

ANTHONY L. NORIEGA, a singleman

MMI 66-4918

and

CORPORATION OF AMERICA, Trustee.

and

BANK OF AMERICA NATIONAL TRUST AND

SAVINGS ASSOCIATION

Dated October 21, 1936

Recorded at request of

SOUTHERN COUNTIES TITLE INS. CO

A. D.,

at 14 minutes past 0 am

3039 Official Records

in Liber at page 489

records of

County, California.

RECORDS OF  
CITY AND COUNTY OF SAN FRANCISCO  
STATE OF CALIFORNIA

4 J. Edward G... 530

RECORDER'S INSTRUCTIONS:

Index this document as a Deed of Trust and as an Assignment of Rents.

Escrow No. \_\_\_\_\_

Order No. \_\_\_\_\_

When recorded please mail to:  
NOTE DEPARTMENT  
SAN FRANCISCO MAIN OFFICE

at No. 1 Powell Street

San Francisco California.

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by one promissory note in substantially the following form and performance of each agreement of Trustor herein contained:

\$ 4,400.00

San Francisco, California, October 21, 1936.

FOR VALUE RECEIVED, the undersigned promise(s) to pay to BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, or order, at the office of said BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION at San Francisco, California, the principal sum of FOUR THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$ 4,400.00 ) with interest from date at the rate of five per centum ( 5 %) per annum on the balance remaining from time to time unpaid. Principal and interest shall be due and payable in monthly installments of THIRTY FOUR AND 80/100 Dollars (\$34.80 ) commencing on the first day of December, 1936, and on the first day of each month thereafter until the principal and interest are fully paid except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November, 1951.

If default be made in the payment of any installment under this note and such installment be not paid prior to the due date of the next such installment, or in any of the agreements contained in the Deed of Trust securing this note, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this note. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The makers and endorsers severally waive diligence, presentment, protest and demand, notice of protest, dishonor and nonpayment of this note, expressly agree that this note, or any payment thereunder, may be extended from time to time, and consent to the acceptance of further security for this note, including other types of security, all without in any way affecting the liability of the makers and endorsers hereof. The right to plead any and all statutes of limitations as a defense to any demand on this note, or on any guaranty thereof, or to any agreement to pay the same, or to any demand secured by the Deed of Trust, or other security, securing this note, against makers, endorsers, guarantors or sureties is expressly waived by each and all said parties.

Privilege is reserved to pay the debt in whole, or in an amount equal to the monthly payment herein provided for, including accrued interest, or in multiples thereof, on the first day of any month prior to maturity, provided there is then no existing default under this note or the Deed of Trust securing the same; and provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to final maturity, and at that time it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this note a premium charge of one per centum (1%) of the original principal amount hereof provided the time of prepayment is more than two years before the final maturity date; but in case prepayment is made two years or less before the final maturity date, the premium charge shall be one-half of one per centum (½%) of the original principal amount of said note.

Principal and interest are payable in lawful money of the United States. If action be instituted on this note, the undersigned promise(s) to pay such sum as the Court may fix as attorney's fees. This note is secured by a Deed of Trust, of even date herewith, to CORPORATION OF AMERICA, City and San Francisco, California, and as trustee, on real estate situated in the County of San Francisco, California, and this note is to be construed according to the laws of California.

Should this note be signed by more than one person and/or firm and/or corporation, all of the obligations herein contained shall be considered joint and several obligations of each signer hereof.

ANTHONY L. NORIEGA

*Anthony L. Noriega*

1. Together with and in addition to the monthly payments of principal and interest payable under the terms of said note, Trustor agrees to pay to Beneficiary on the first day of each month until said note is fully paid, the following sums:

- (a) If this Deed of Trust and the said note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of one-half of one per centum (½%) of the original principal amount of the said note for the purpose of putting the holder of such note in funds with which to discharge the said holder's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act and regulations thereunder. The holder of the note shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of Trustor all payments made under the provisions of this subsection which the holder of the note has not become obligated to pay to the Federal Housing Administrator.

- (b) A sum equal to one-twelfth ( $\frac{1}{12}$ ) of one-half of one per centum ( $\frac{1}{2}\%$ ) of the amount of principal then remaining unpaid under said note as a service charge, which sum is more particularly to cover the expenses of handling the monthly payments on account of taxes, assessments, and fire and other hazard insurance herein-after provided for, and to cover the other servicing costs in connection with this Deed of Trust and the note secured hereby.
- (c) An installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this Deed of Trust; and an installment of the premium or premiums that will become due and payable to renew the insurance on the premises covered hereby against loss by fire or such other hazard as may be required by Beneficiary in amounts and in a company or companies satisfactory to Beneficiary. Such installments shall be equal respectively to one-twelfth ( $\frac{1}{12}$ ) of the annual ground rent, if any, plus, the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by Beneficiary) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become due. Beneficiary shall hold such monthly payments in trust to pay such ground rents, premium or premiums and taxes and special assessments when due.
- (d) All payments mentioned in the three preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied by Beneficiary to the following items in the order set forth:
- premium charges under the contract of insurance with the Federal Housing Administrator;
  - service charge as set forth in subsection (b) above;
  - ground rents, taxes, special assessments, fire and other hazard insurance premiums;
  - interest on the note secured hereby;
  - amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next such payment, constitute an event of default under this Deed of Trust.

2. If the total of the payments made under (c) of paragraph (1) preceding shall exceed the amount of payments actually made by Beneficiary for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited by Beneficiary on subsequent payments of the same nature to be made by Trustor. If, however, the monthly payments made under (c) of paragraph (1) preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then Trustor shall pay to Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time Trustor shall tender to Beneficiary, in accordance with the provisions hereof, full payment of the entire indebtedness secured hereby, Beneficiary shall in computing the amount of indebtedness, credit to the account of Trustor all payments made under the provisions of (a) of paragraph (1), which the Beneficiary has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (c) of paragraph (1) hereof. If there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions hereof, Beneficiary is authorized and empowered to apply, at the time of the commencement of such proceedings, the balance then remaining in the funds accumulated under (c) of paragraph (1) preceding, as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under (a) of paragraph (1).

3. In the event that any payment or portion thereof shall become overdue for a period in excess of fifteen (15) days, Trustor agrees to pay a "late charge" of two cents (2c) for each dollar so overdue, if charged by Beneficiary.

#### 4. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

Should the Federal Housing Administrator refuse or neglect to accept the loan secured by this Deed of Trust for insurance within ninety (90) days from the date of presentation of the loan documents to him for such purpose, all obligations secured hereby may at the option of the holder thereof, and without notice to or demand upon Trustor, become immediately due and payable.

5. To keep said property in good condition and repair, not to remove or demolish any buildings thereon; to complete or restore promptly and in good and workman-like 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 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 and/or covenants, conditions and/or restrictions affecting said property; if said lands be agricultural, properly to harvest and care for the crops at any time growing thereon or produced therefrom, also to cultivate, irrigate, fertilize, fumigate and prune; to 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.

6. To provide, maintain and deliver to Beneficiary, fire (and if required by Beneficiary, earthquake and/or other) insurance satisfactory to and with loss payable to Beneficiary. All policies of insurance now in effect or which hereafter may be issued shall be delivered to Beneficiary. All amounts payable under all such insurance policies shall be paid solely to Beneficiary. The amount collected under any of such policies may be applied by Beneficiary on the indebtedness secured hereby in such manner as it may determine, or, at the option of Beneficiary, the entire amount so collected or any part thereof may be released. 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. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the property covered thereby at any Trustee's sale held hereunder.

7. 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.

8. To pay the ground rents, taxes and special assessments levied or to be levied against the said property, in the manner provided for in (c) of paragraph (1) hereof; to pay at least ten days (10) before delinquency all other taxes and assessments affecting said property, including assessments upon water company stock, and all rents, assessments and charges for water appurtenant to or used in connection with said property; when due, all encumbrances, charges and liens with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or 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, Beneficiary or Trustee being authorized to enter upon said property for such purposes; may commence, appear in and/or defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; may pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, may pay necessary expenses, employ counsel and pay his reasonable fees.

9. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at six per centum (6%) per annum.

#### IT IS MUTUALLY AGREED THAT:

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

11. In the event that proceedings be instituted for the registration of the title under the Land Title Law, of any land herein granted, Trustor will pay, upon demand, all sums expended by Trustee and/or Beneficiary, including reasonable attorney's fees, in connection therewith. All certificates or other evidence of title to said property shall be forthwith delivered to and held by Beneficiary.

12. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust 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.

13. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust 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." Trustee's fees for any of the services mentioned in paragraph 12 and 13 shall be \$5.00.

14. Upon default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Beneficiary shall be entitled at its option, without notice, irrespective of whether declaration of default has been delivered to Trustee and without regard to the adequacy of security for the indebtedness secured, either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by the court, to enter upon and take possession of said property or any part thereof, and to do any acts which Beneficiary deems proper to protect the security hereof, and either with or without taking possession of said property, to collect and receive the rents, royalties, issues and profits thereof, including not only those accruing thereafter but also those at such time accrued and unpaid, and apply the same, less costs of operation and collection, upon the indebtedness secured by this Deed of Trust, or any part or all of said moneys may be released by Beneficiary at its sole option, said rents, royalties, issues and profits being hereby assigned to Beneficiary as further security for the payment of such indebtedness. As to each parcel of property covered hereby, this assignment shall cease to be of any force and effect: (1) upon reconveyance of such parcel; or (2) upon sale of such parcel hereunder by Trustee if all indebtedness secured hereby shall be satisfied from the proceeds of such sale; provided, however, that in any event upon any sale hereunder all rents, royalties, issues and profits thereafter to accrue from such parcel so sold shall pass to the purchaser at such sale. The entering upon or taking possession of the said property by Beneficiary, or the collection, receipt application or release by Beneficiary of the rents, royalties, issues and profits thereof and/or other moneys from whatever source received, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice, but shall be cumulative to the right and remedy to declare a default and to cause notice of default to be recorded as hereinafter provided, and cumulative to any other right and/or remedy hereunder, and may be exercised concurrently or independently. Expenses incurred by Beneficiary in connection with any of the acts or proceedings herein authorized, including reasonable attorney's fees, shall be secured hereby.

15. Upon default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Beneficiary may, without notice to Trustor, declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be duly filed for record. Beneficiary shall also deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditures secured hereby.

Beneficiary may, before Trustee's sale, rescind any such notice of default and of election to cause to be sold said property, by executing and delivering to Trustee a written notice of such rescission, which notice when duly recorded shall also constitute a cancellation of any prior declaration of default and demand for sale, and of any acceleration of maturity of indebtedness affected by any such prior declaration or notice of default. The exercise by Beneficiary of such right of rescission shall not constitute a waiver of any default then existing or subsequently occurring, or impair the right of Beneficiary to execute and deliver to Trustee other declarations of default and demand for sale or notices of default and of election to be caused to be sold said property, nor otherwise affect any provision, covenant or condition of said note or of this Deed of Trust or of any of the rights, obligations, or remedies of Beneficiary or Trustee hereunder.

At least three months having elapsed after recordation of such notice of default, Trustee shall give notice of sale as then required by law, and, 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 Trustee 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.

16. 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 amounts based upon the amount secured hereby and remaining unpaid: 6 $\frac{3}{4}$ % on the first \$1,000 thereof, 2% on the next \$7,000 thereof, and 1 $\frac{1}{4}$ % on the balance thereof, said sum to include counsel fees if any are incurred; (2) cost of any search and/or evidence of title procured in connection with such sale; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at six per centum (6%) per annum; (4) all other sums then secured hereby, and (5) the remainder, if any, to the person or persons legally entitled thereto.

17. Beneficiary may at any time and from time to time by instrument in writing substitute and appoint a successor or successors (either corporate or individual) to any Trustee named herein or acting hereunder, which instrument when executed, acknowledged and recorded in the office of the Recorder of the County or Counties where said property is situated, shall be conclusive proof of the proper substitution and appointment of each successor Trustee or Trustees, who shall have all the title, estate, powers, duties, rights and privileges of the predecessor Trustee, without the necessity of any conveyance from such predecessor.

18. The pleading of the statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived.

19. The trust created hereby is irrevocable by Trustor.

20. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall include not only the original Beneficiary hereunder but also 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.

21. Trustee accepts this Trust when this Deed of Trust, 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 other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.



# DEED OF TRUST

THIS DEED OF TRUST, Made this 21st day of October, 19 36,

by and between ANTHONY L. NORIEGA, a single man of the City and County of San

Francisco, State of California.

\_\_\_\_\_ , herein called Trustor,

CORPORATION OF AMERICA, a corporation organized and existing under and by virtue of  
the laws of the State of California. \_\_\_\_\_ , herein called Trustee, and

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a corporation organized and  
existing under and by virtue of the laws of the United States of America. \_\_\_\_\_

\_\_\_\_\_ , herein called Beneficiary,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in \_\_\_\_\_

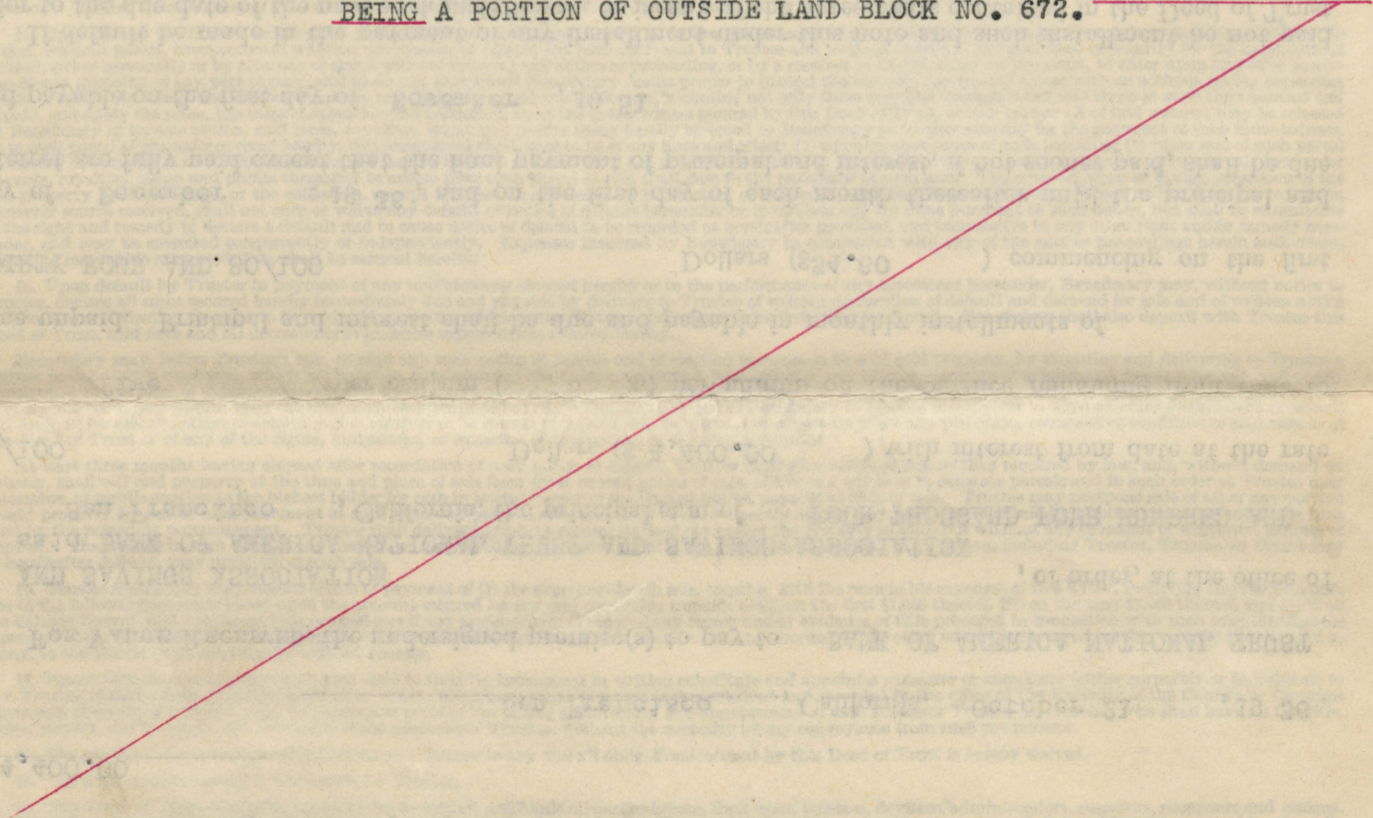
of San Francisco

City and \_\_\_\_\_ County, California, described as:

16-4314

BEGINNING at a point on the Westerly line of Arguello Boulevard distant thereon Sixty (60) feet Southerly from the Southerly line of Hugo Street; running thence Southerly along said line of Arguello Boulevard Twenty-five (25) feet; thence at a right angle Westerly Ninety-five (95) feet; thence at a right angle Northerly Twenty-five (25) feet and thence at a right angle Easterly Ninety-five (95) feet to the point of beginning.

BEING A PORTION OF OUTSIDE LAND BLOCK NO. 672.



STATE OF CALIFORNIA,

City and

ss.

County of San Francisco

On this 30 day of January in the year one thousand nine hundred and Forty two

before me *John F. Duran*, a Notary Public in and for the said County and State, and residing therein, duly commissioned and sworn,

personally appeared *A. Risi*, an officer, to-wit: Assistant Cashier

of the BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION and ex-officio agent of CORPORATION OF AMERICA, a corporation, known to me to be the person who executed the within instrument on behalf of CORPORATION OF AMERICA, a corporation, therein named, and acknowledged to me that said CORPORATION OF AMERICA, a corporation, executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year first hereinabove written.

*John F. Duran*  
Notary Public in and for the City and

County of San Francisco

State of California.

My Commission Expires April 12, 1945.

040523

Deed of Reconbeance

Corporation of America  
A CORPORATION, TRUSTEE

3039 TO OFFICIAL RECORDS 489  
PERSON OR PERSONS LEGALLY

ENTITLED TO THE

*Anthony R. Riege*

Dated January 30, 1942, 19

TIDEMAN

RECORDED AT REQUEST OF

*W. H. ...*  
AT 7:30 MIN. PAST 12 M.

FEB 5 - 1942 351

3838 Official Records, p. 351  
City and County of San Francisco, California

*Thor A. Jooney*  
RECORDER

COMPARED - CAMPBELL  
COMPARED - MEAGLES



# Deed of Reconveyance

Know All Men by these Presents:

Whereas, Bank of America National Trust and Savings Association, the Beneficiary and holder of the Deed of Trust made, executed and delivered on October 21, 1936, by Anthony L. Noriega, a single man to Corporation of America, a corporation as Trustee for Bank of America National Trust and Savings Association as Beneficiary, which Deed of Trust was recorded on October 29, 1936, in the office of the County Recorder of City and, County of San Francisco State of California, in Liber 3039 of Official Records, at Page 489, et seq., has requested the Trustee under said Deed of Trust to reconvey the premises therein described; and

Whereas, CORPORATION OF AMERICA is now the Trustee under said Deed of Trust;

Now, Therefore, the CORPORATION OF AMERICA, a corporation, as said Trustee, does hereby grant, remise, release and reconvey to the person or persons legally entitled thereto, all the estate and interest derived to it, by or through said Deed of Trust, in the lands therein described, together with the appurtenances; special reference being hereby made to said Deed of Trust and the record thereof, for a particular description of said lands.

In Witness Whereof, said CORPORATION OF AMERICA, as such Trustee, has caused these presents to be executed by an officer, to-wit: A. Risi, Assistant Cashier of the BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION and ex-officio agent of said CORPORATION OF AMERICA, by virtue of a resolution of the Board of Directors of said Corporation heretofore recorded in the aforesaid County.

DATED: January 30, 1942, 19

CORPORATION OF AMERICA,  
a Corporation,  
Trustee.

By A. Risi Its Agent.

AMORTIZATION SCHEDULE

04-038-044629

(Serial No.)

Monthly Payment to Principal and Interest, \$34.80

PAYMENT		Mortgage Insurance Premium 0.5 Percent	Payment to Interest 5 Percent	Payment to Principal	Mortgage Insurance Premium, Interest, and Principal	Service Charge	Total Monthly Payment	Balance Due	PAYMENT	
Date	No.								No.	Date
		\$22.00					\$4,400.00			
	1	1.83	\$18.33	\$16.47	\$36.63	\$1.80	\$38.43	4,383.53	1	
	2	1.83	18.26	16.54	36.63	1.80	38.43	4,366.99	2	
	3	1.83	18.20	16.60	36.63	1.80	38.43	4,350.39	3	
	4	1.83	18.13	16.67	36.63	1.80	38.43	4,333.72	4	
	5	1.83	18.06	16.74	36.63	1.80	38.43	4,316.98	5	
	6	1.83	17.99	16.81	36.63	1.80	38.43	4,300.17	6	
	7	1.83	17.92	16.88	36.63	1.80	38.43	4,283.29	7	
	8	1.83	17.85	16.95	36.63	1.80	38.43	4,266.34	8	
	9	1.83	17.78	17.02	36.63	1.80	38.43	4,249.32	9	
	10	1.83	17.71	17.09	36.63	1.80	38.43	4,232.23	10	
	11	1.83	17.63	17.17	36.63	1.80	38.43	4,215.06	11	
	12	1.83	17.56	17.24	36.63	1.80	38.43	4,197.82	12	
		21.96	215.42	202.18	439.56	21.60	461.16			
	13	1.83	17.49	17.31	36.63	1.71	38.34	4,180.51	13	
	14	1.83	17.42	17.38	36.63	1.71	38.34	4,163.13	14	
	15	1.83	17.35	17.45	36.63	1.71	38.34	4,145.68	15	
	16	1.83	17.27	17.53	36.63	1.71	38.34	4,128.15	16	
	17	1.83	17.20	17.60	36.63	1.71	38.34	4,110.55	17	
	18	1.83	17.13	17.67	36.63	1.71	38.34	4,092.88	18	
	19	1.83	17.05	17.75	36.63	1.71	38.34	4,075.13	19	
	20	1.83	16.98	17.82	36.63	1.71	38.34	4,057.31	20	
	21	1.83	16.91	17.89	36.63	1.71	38.34	4,039.42	21	
	22	1.83	16.83	17.97	36.63	1.71	38.34	4,021.45	22	
	23	1.83	16.76	18.04	36.63	1.71	38.34	4,003.41	23	
	24	1.83	16.68	18.12	36.63	1.71	38.34	3,985.29	24	
		21.96	205.07	212.53	439.56	20.52	460.08			
	25	1.83	16.61	18.19	36.63	1.62	38.25	3,967.10	25	
	26	1.83	16.53	18.27	36.63	1.62	38.25	3,948.83	26	
	27	1.83	16.45	18.35	36.63	1.62	38.25	3,930.48	27	
	28	1.83	16.38	18.42	36.63	1.62	38.25	3,912.06	28	
	29	1.83	16.30	18.50	36.63	1.62	38.25	3,893.56	29	
	30	1.83	16.22	18.58	36.63	1.62	38.25	3,874.98	30	
	31	1.83	16.15	18.65	36.63	1.62	38.25	3,856.33	31	
	32	1.83	16.07	18.73	36.63	1.62	38.25	3,837.60	32	
	33	1.83	15.99	18.81	36.63	1.62	38.25	3,818.79	33	
	34	1.83	15.91	18.89	36.63	1.62	38.25	3,799.90	34	
	35	1.83	15.83	18.97	36.63	1.62	38.25	3,780.93	35	
	36	1.83	15.75	19.05	36.63	1.62	38.25	3,761.88	36	
		21.96	194.19	223.41	439.56	19.44	459.00			
	37	1.83	15.67	19.13	36.63	1.52	38.15	3,742.75	37	
	38	1.83	15.59	19.21	36.63	1.52	38.15	3,723.54	38	
	39	1.83	15.51	19.29	36.63	1.52	38.15	3,704.25	39	
	40	1.83	15.43	19.37	36.63	1.52	38.15	3,684.88	40	
	41	1.83	15.35	19.45	36.63	1.52	38.15	3,665.43	41	
	42	1.83	15.27	19.53	36.63	1.52	38.15	3,645.90	42	
	43	1.83	15.19	19.61	36.63	1.52	38.15	3,626.29	43	
	44	1.83	15.11	19.69	36.63	1.52	38.15	3,606.60	44	
	45	1.83	15.03	19.77	36.63	1.52	38.15	3,586.83	45	
	46	1.83	14.95	19.85	36.63	1.52	38.15	3,566.98	46	
	47	1.83	14.86	19.94	36.63	1.52	38.15	3,547.04	47	
	48	1.83	14.78	20.02	36.63	1.52	38.15	3,527.02	48	
		21.96	182.74	234.86	439.56	18.24	457.80			
	49	1.83	14.70	20.10	36.63	1.42	38.05	3,506.92	49	
	50	1.83	14.61	20.19	36.63	1.42	38.05	3,486.73	50	
	51	1.83	14.53	20.27	36.63	1.42	38.05	3,466.46	51	
	52	1.83	14.44	20.36	36.63	1.42	38.05	3,446.10	52	
	53	1.83	14.36	20.44	36.63	1.42	38.05	3,425.66	53	
	54	1.83	14.27	20.53	36.63	1.42	38.05	3,405.13	54	
	55	1.83	14.19	20.61	36.63	1.42	38.05	3,384.52	55	
	56	1.83	14.10	20.70	36.63	1.42	38.05	3,363.82	56	
	57	1.83	14.02	20.78	36.63	1.42	38.05	3,343.04	57	
	58	1.83	13.93	20.87	36.63	1.42	38.05	3,322.17	58	
	59	1.83	13.84	20.96	36.63	1.42	38.05	3,301.21	59	
	60	1.83	13.76	21.04	36.63	1.42	38.05	3,280.17	60	
		21.96	170.75	246.85	439.56	17.04	456.60			



FEDERAL HOUSING ADMINISTRATION  
AMORTIZATION SCHEDULE

(Serial No.)

Monthly Payment to Principal and Interest, \$34.80

PAYMENT		Mortgage Insurance Premium 0.5 Percent	Payment to Interest 5 Percent	Payment to Principal	Mortgage Insurance Premium, Interest, and Principal	Service Charge	Total Monthly Payment	Balance Due	PAYMENT	
Date	No.								No.	Date
-----	121	\$1.83	\$7.68	\$27.12	\$36.63	\$0.70	\$37.33	\$1,815.88	121	-----
-----	122	1.83	7.57	27.23	36.63	.70	37.33	1,788.65	122	-----
-----	123	1.83	7.45	27.35	36.63	.70	37.33	1,761.30	123	-----
-----	124	1.83	7.34	27.46	36.63	.70	37.33	1,733.84	124	-----
-----	125	1.83	7.22	27.58	36.63	.70	37.33	1,706.26	125	-----
-----	126	1.83	7.11	27.69	36.63	.70	37.33	1,678.57	126	-----
-----	127	1.83	6.99	27.81	36.63	.70	37.33	1,650.76	127	-----
-----	128	1.83	6.88	27.92	36.63	.70	37.33	1,622.84	128	-----
-----	129	1.83	6.76	28.04	36.63	.70	37.33	1,594.80	129	-----
-----	130	1.83	6.65	28.15	36.63	.70	37.33	1,566.65	130	-----
-----	131	1.83	6.53	28.27	36.63	.70	37.33	1,538.38	131	-----
-----	132	1.83	6.41	28.39	36.63	.70	37.33	1,509.99	132	-----
		21.96	84.59	333.01	439.56	8.40	447.96			
-----	133	1.83	6.29	28.51	36.63	.56	37.19	1,481.48	133	-----
-----	134	1.83	6.17	28.63	36.63	.56	37.19	1,452.85	134	-----
-----	135	1.83	6.05	28.75	36.63	.56	37.19	1,424.10	135	-----
-----	136	1.83	5.93	28.87	36.63	.56	37.19	1,395.23	136	-----
-----	137	1.83	5.81	28.99	36.63	.56	37.19	1,366.24	137	-----
-----	138	1.83	5.69	29.11	36.63	.56	37.19	1,337.13	138	-----
-----	139	1.83	5.57	29.23	36.63	.56	37.19	1,307.90	139	-----
-----	140	1.83	5.45	29.35	36.63	.56	37.19	1,278.55	140	-----
-----	141	1.83	5.33	29.47	36.63	.56	37.19	1,249.08	141	-----
-----	142	1.83	5.20	29.60	36.63	.56	37.19	1,219.48	142	-----
-----	143	1.83	5.08	29.72	36.63	.56	37.19	1,189.76	143	-----
-----	144	1.83	4.96	29.84	36.63	.56	37.19	1,159.92	144	-----
		21.96	67.53	350.07	439.56	6.72	446.28			
-----	145	1.83	4.83	29.97	36.63	.41	37.04	1,129.95	145	-----
-----	146	1.83	4.71	30.09	36.63	.41	37.04	1,099.86	146	-----
-----	147	1.83	4.58	30.22	36.63	.41	37.04	1,069.64	147	-----
-----	148	1.83	4.46	30.34	36.63	.41	37.04	1,039.30	148	-----
-----	149	1.83	4.33	30.47	36.63	.41	37.04	1,008.83	149	-----
-----	150	1.83	4.20	30.60	36.63	.41	37.04	978.23	150	-----
-----	151	1.83	4.08	30.72	36.63	.41	37.04	947.51	151	-----
-----	152	1.83	3.95	30.85	36.63	.41	37.04	916.66	152	-----
-----	153	1.83	3.82	30.98	36.63	.41	37.04	885.68	153	-----
-----	154	1.83	3.69	31.11	36.63	.41	37.04	854.57	154	-----
-----	155	1.83	3.56	31.24	36.63	.41	37.04	823.33	155	-----
-----	156	1.83	3.43	31.37	36.63	.41	37.04	791.96	156	-----
		21.96	49.64	367.96	439.56	4.92	444.48			
-----	157	1.83	3.30	31.50	36.63	.26	36.89	760.46	157	-----
-----	158	1.83	3.17	31.63	36.63	.26	36.89	728.83	158	-----
-----	159	1.83	3.04	31.76	36.63	.26	36.89	697.07	159	-----
-----	160	1.83	2.90	31.90	36.63	.26	36.89	665.17	160	-----
-----	161	1.83	2.77	32.03	36.63	.26	36.89	633.14	161	-----
-----	162	1.83	2.64	32.16	36.63	.26	36.89	600.98	162	-----
-----	163	1.83	2.50	32.30	36.63	.26	36.89	568.68	163	-----
-----	164	1.83	2.37	32.43	36.63	.26	36.89	536.25	164	-----
-----	165	1.83	2.23	32.57	36.63	.26	36.89	503.68	165	-----
-----	166	1.83	2.10	32.70	36.63	.26	36.89	470.98	166	-----
-----	167	1.83	1.96	32.84	36.63	.26	36.89	438.14	167	-----
-----	168	1.83	1.83	32.97	36.63	.26	36.89	405.17	168	-----
		21.96	30.81	386.79	439.56	3.12	442.68			
-----	169		1.69	33.11	34.80	.09	34.89	372.06	169	-----
-----	170		1.55	33.25	34.80	.09	34.89	338.81	170	-----
-----	171		1.41	33.39	34.80	.09	34.89	305.42	171	-----
-----	172		1.27	33.53	34.80	.09	34.89	271.89	172	-----
-----	173		1.13	33.67	34.80	.09	34.89	238.22	173	-----
-----	174		.99	33.81	34.80	.09	34.89	204.41	174	-----
-----	175		.85	33.95	34.80	.09	34.89	170.46	175	-----
-----	176		.71	34.09	34.80	.09	34.89	136.37	176	-----
-----	177		.57	34.23	34.80	.09	34.89	102.14	177	-----
-----	178		.43	34.37	34.80	.09	34.89	67.77	178	-----
-----	179		.28	34.52	34.80	.09	34.89	33.25	179	-----
-----	180		.14	33.25	33.39	.09	33.48		180	-----
			11.02	405.17	416.19	1.08	417.27			