

ANDREW J. MALOVOS

Real Estate :- Loans :- Insurance

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SAN JOSE, CALIFORNIA

86 North First Street
June 14th, 1938

Mrs. Chizu Takeda
P. O. Box 2
Milpitas, California

Dear Mrs. Takeda:

Inclosed herewith please find
copy of Pacific National Fire Insurance
Company policy #130027 written in the
amount of \$2375.00, which renews your fire
insurance for another three years from
June 25th, 1938 on various buildings on
your farm. We have mailed the policy
to the Federal Land Bank of Berkeley,
the mortgagee.

Thanking you for this renewed
business, we are

Very truly yours,

ANDREW J. MALOVOS

per B Craven

Inc.

FARM POLICY FORM

On the following described property, situate on farm of assured
located about 1.5 miles S.W. from town of MILPITAS,
N. E. S. W.
at the end of Barber Lane, (P.O. Box 2, Milpitas, Cal.)

Sec. 1 Twp. 1 Range 1 County of SANTA CLARA, State of CALIF.

* 1. \$ 600.00 On the building in its entirety while occupied only as Main Dwelling House. #1 on diagram.

* 2. \$ Nil. On household furniture and other personal property of every kind and description, including that on which by the terms of this policy liability must be specifically assumed (BUT EXCLUDING accounts, bills, bullion, currency, deeds, evidences of debt or other documents, manuscripts, merchandise kept for sale, held on storage or for repair, motor vehicles of any description, money, notes or securities); also on the insured's interest and liability under contract in such property being acquired on the installment or deferred payment plan; all being the property of insured or of any member of insured's household, and all while contained in the above described dwelling house.

If insured be a renter, this item shall include insured's interest in improvements, replacements, alterations and additions to said dwelling house, which have been made by or paid for by the insured.

* 3. \$ 150.00 On the building in its entirety while occupied only as dwelling house, known as Employee's Dwg. #2.

* 4. \$ Nil. On household furniture and personal property to cover as per aforesaid Item No. 2, all only while contained in the last above described dwelling house.

* 5. \$ 300.00 On the building in its entirety while occupied only as a barn and known as Employee's Dwg. #3.

* 6. \$ Nil. On hay, only while contained in the above described barn.

* 7. \$ Nil. On grain, seeds and feed (not including hay), only while contained in the above described barn.

* 8. \$ 400.00 On the building in its entirety while occupied only as a barn and known as Barn & garage. #4.

* 9. \$ Nil. On hay, only while contained in the last above described barn.

* 10. \$ Nil. On grain, seeds and feed (not including hay), only while contained in the last above described barn.

* 11. \$ 100.00 On windmill, tower and tank house structure, including pumping machinery and its equipment while in, on or attached thereto, known as #5 on diagram.

* 12. \$ 100.00 On the pump house structure, including pumping machinery and its equipment while contained in, on or attached thereto, known as private garage and shop. #6 on diagram.

* 13. \$ Nil. On movable agricultural implements, equipment and supplies not described under any other item of this policy while located anywhere on the insured's or other farms in the same or adjoining counties; (BUT EXCLUDING property kept for sale, combined harvesters, threshing outfits, hay presses, tractors, ditchers, dredges, boats, barges, and other similar floating property and their equipment, hay, grain, feed, seed, trays, boxes and box shook, and motor vehicles including aircraft).

* 14. \$ 100.00 On trays, boxes and box shook, while contained in building known as open shed. #7 on diagram.

* 15. \$ Nil. On trays, boxes and box shook, while anywhere on the premises, except in any Dryer, or in any Packing House used in whole or in part for handling product other than that of the farm described in this policy. The amount insured under this item shall attach in each building and in the open in the proportion that the value in each such building and in the open bears to the aggregate value in all such buildings and in the open. The "Three-fourths Value Clause," when attached to this policy, shall not be applicable to this item.

* 16. \$ Nil. On horses, mules, donkeys, cattle, sheep, hogs and goats, while anywhere on the insured's or other farms in the same or adjoining counties. Claim on any one animal not to exceed \$250.00.

* 17. \$ 150.00 On shingle roof, frame bunk-house. #8 on diagram.

* 18. \$ 100.00 On shingle roof, frame bunk-house. #9 on diagram.

* 19. \$ 300.00 On iron-clad roof, frame machine shed. (new) #10 on diagram.

* 20. \$ 250.00 On shingle roof, frame dwelling house, known as employee's dwelling. (Over 1/2 M.E. of main bldg.) #11 on diagram.

* 21. \$ 25.00 On shingle roof, frame private garage. #12 on diagram. (Over 1/2 M.E. of main bldg.)

* 22. \$ Nil. On S.F.B. FORM 308, FALLEN BUILDING CLAUSE WAIVER ATTACHED. S.F.B. FORM 346-A, FALLEN BUILDING CLAUSE ATTACHED.

* 23. \$ Nil. On Blanket Coverage Clause Exemption Clause. This policy shall not cover

* 24. \$ Nil. On Blanket Coverage Clause Exemption Clause. This policy shall not cover

* No insurance attaches under any of the above items unless an amount is specified and inserted in the blank immediately preceding the item.

Loss if any on building(s) only, subject to all the terms and conditions of this policy and of the written agreement, if any, between this insurer and the following named payee, is payable to

Attached to Policy No. 130027 of the PACIFIC NATIONAL FIRE INSURANCE COMPANY.

Agency at SAN JOSE, CALIFORNIA. Dated JUNE 14, 1938.

TRADE MARK
STANDARD
REG. U. S. PAT. OFF.

The provisions printed on the back of this form are hereby referred to and made a part hereof.

211-A
JULY 1936
By Agent.

"GUESTS AND SERVANTS CLAUSE." At the sole option of insured, not exceeding ten per cent (10%) of the amount of insurance covered under Item No. 2 on personal property shall cover also in any dwelling, property of servants and guests (not including guests for compensation), loss, if any, to be adjusted with and payable to the insured named in this policy, but in no event shall the aggregate claim for loss under Item No. 2 exceed the amount of insurance specified and inserted in the blank immediately preceding the item.

"Restriction in Case of Specific Insurance." No article or piece of personal property separately insured for a specific amount under this, or any other policy, is covered by this policy except for such specific amount, if any, named herein.

"Incubator and Brooder Warranty." It is warranted by the insured that neither incubators nor brooders shall be operated in any of the buildings (including incubator and brooder houses) insured hereunder unless a specific permit therefor is made a part of this policy. A breach of this warranty suspends the insurance during such breach, but only in or on the building or buildings in which such breach occurs.

"Incubator and Brooder Consequential Damage Exemption Clause." This policy shall not cover indirect and consequential loss or damage to eggs or chicks when insured hereunder caused by change of temperature resulting from the partial or total destruction by fire of the heating or warming apparatus, connections or supply pipes, nor by the interruption from any cause of the heating process.

"Hay Loss Clause." (Applying only to Hay in Barns): In the event of loss or damage to hay insured in barns or sheds under this policy, the liability of this Company therefor is limited to 85% of the actual cash value of each ton thereof at the locations and as of the time immediately preceding such loss, and in the event of other insurance, when permitted, then to its proportion only of such limit.

"GENERAL PERMITS." Permission granted for such use of the premises as is usual and incidental to agriculture and to keep and use all articles and materials usual and incidental thereto in such quantities as the exigencies of the occupation require. If any of the buildings described hereunder be in process of construction, permission is granted to install all fittings and fixtures pertaining to the service thereof, to set up and test machinery to be used therein, and to complete, occupy and operate same. Permission is also granted to make alterations and repairs to buildings and to build additions thereto, (without limit of time), and if said additions be in contact therewith, this policy shall cover same, or in same, and on lumber and other materials while contained therein or on the premises immediately adjacent thereto for use in constructing, altering or repairing said building, under the respective items pertaining thereto.

"NON-OCCUPANCY (BUT NOT VACANCY) PERMIT." Permission granted for the Main Dwelling House on the within described farm to be unoccupied (but not vacant) for a period of not exceeding thirty consecutive days at any one time as occasion may require, provided however, that during said thirty days the said dwelling shall remain the home of the absentee. In consideration of the increased hazard created by and during such non-occupancy, and of the waiver during the term of this permit of the conditions of this policy regarding non-occupancy, it is hereby agreed that during said term the said dwelling shall be deemed to be unoccupied (but not vacant) if the lawful occupants are temporarily absent therefrom, the building being furnished and ready for occupancy; and that said dwelling shall be deemed to be vacant if it be unfurnished and not ready for occupancy and there be no lawful occupant(s) residing therein. If there be a Main Dwelling on said farm permission is granted for all other buildings to be vacant or unoccupied without limit of time.

"CONDITIONAL VACANCY PERMIT." Permission is hereby granted for the Main Dwelling to be vacant or unoccupied without limit of time, provided that during any period of vacancy in excess of ten (10) consecutive days or non-occupancy in excess of thirty (30) consecutive days the premises shall be under the supervision of an authorized employee who resides thereon.

"LIGHTNING CLAUSE." (This Clause void as to Tornado Insurance). This policy shall cover any direct loss or damage by lightning (meaning thereby the commonly accepted use of the term "lightning" and in no case to include loss or damage by cyclone, tornado or windstorm) not exceeding the sum insured nor the interest of the insured in the property, and subject in all other respects to the terms and conditions of this policy; Provided, however, that if there shall be any other insurance on said property this Company shall be liable only pro rata with such other insurance for any direct loss by lightning whether such other insurance be against direct loss by lightning or not.

Electrical Exemption Clause." If dynamos, wiring, lamps, motors, switches or other electrical appliances or devices are insured by this policy, this insurance shall not cover any immediate loss or damage to dynamos, exciters, lamps, motors, switches, or any other apparatus for generating, utilizing, testing, regulating, or distributing electricity, caused directly by electric currents therein whether artificial or natural, including lightning.

MORTGAGEE CLAUSE WITH FULL CONTRIBUTION

(This Mortgagee Clause applies only to policies covering Buildings.)

(NOTE: Not more than one mortgagee clause should be attached to any policy. If only one Mortgagee (or Trustee or Beneficiary under deed of Trust) is desired to be protected hereunder, the name of such Mortgagee (or Trustee or Beneficiary) should be inserted in the first space below. If more than one Mortgagee (or Trustee or Beneficiary under Deed of Trust) is desired to be protected hereunder, the names of such Mortgagees (or Trustees or Beneficiaries), in the order of the priority of the mortgages or deeds of trust held by them respectively, should be inserted in the spaces below.)

Subject to the terms, covenants and conditions set forth in this rider, loss or damage (if any) under this policy, **on buildings only** shall be payable as follows:

FIRSTLY, to The Federal Land Bank of Berkeley.

first Mortgagee (or Trustee or Beneficiary under Deed of Trust), as interest may appear, whose mail address (State whether "first," "second," "third.") Berkeley, California.

SECONDLY, if any balance remains, to The Land Bank Commissioner and/or The Federal Farm Mortgage Corporation.

second Mortgagee (or Trustee or Beneficiary under Deed of Trust), as interest may appear, whose mail address (State whether "first," "second," "third.")

THIRDLY, if any balance then remains, to

Mortgagee (or Trustee or Beneficiary under Deed of Trust), as interest may appear, whose mail address (State whether "first," "second," "third.")

The term "Mortgagee," as hereinafter used in this rider, shall (except as otherwise indicated by the context) include all mortgagees, trustees, or beneficiaries under deeds of trust hereinabove named.

Subject to and in consideration of the terms, covenants and conditions set forth in this rider this insurance, as to the interest of the mortgagee only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings, or notice of sale relating to said property, nor by any change in the title or ownership of said property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy.

The terms, covenants and conditions set forth on the reverse side of this rider are hereby referred to and made a part hereof.

Attached to Policy No. 130027 of the PACIFIC NATIONAL FIRE INSURANCE COMPANY.

Name of Company

Issued to MRS. CHIZU TAKEDA.

Agency at SAN JOSE, CALIFORNIA. Date JUNE 14, 1938.

By COOPER-CHALLEN REALTY CO.



DEC. 1927

FOR OTHER TERMS, COVENANTS AND CONDITIONS SEE REVERSE SIDE OF THIS RIDER

Agent.

TERMS, COVENANTS AND CONDITIONS REFERRED TO IN AND MADE PART OF THIS RIDER (No. 371)

DEC 1933

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1. In case the mortgagor, trustor or owner shall fail to pay any premium due or to become due under this policy, the mortgagee hereby covenants and agrees to pay the same on demand.

2. Any mortgagee, trustee or beneficiary under deed of trust who shall have or acquire knowledge of the commencement of any foreclosure proceedings, or of any notice of sale of any of said property under any mortgage or deed of trust, or of any change of ownership or occupancy or increase of hazard, shall forthwith notify this Company thereof and, (if the same be not permitted by this policy) shall cause the consent of the Company thereto to be noted thereon; and in the event of failure so to do, all rights of such mortgagee hereunder shall forthwith terminate. The mortgagee hereby covenants and agrees on demand to pay the premium for said increased hazard for the term of the use thereof.

3. This Company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the mortgagee for ten days after notice to the mortgagee of such cancellation, and shall then cease; and this Company shall have the right on like notice to cancel this mortgagee clause.

4. Upon failure of the insured to render to the Company proof of loss as required by the terms of this policy, the mortgagee shall, as if named in this policy as the insured, render to the Company proof of loss in the form prescribed in this policy within thirty (30) days after the expiration of the time for the rendition of proof by the insured; and unless the mortgagee shall render such proof of loss within the time herein required, all rights of such mortgagee hereunder shall forthwith terminate. The mortgagee shall be entitled to the benefit of, and be subject to, the provisions of this policy as to appraisal in the same manner as if named therein as an insured; and the mortgagee shall be bound by the award of any appraisal conducted under the terms of this policy or mortgagee clause, and shall be subject to the provisions of said policy as to times of payment and of bringing suit.

5. In case of any other insurance upon the within described property, this Company shall not be liable under this policy for a greater proportion of any loss or damage sustained than the sum hereby insured bears to the whole amount of insurance on said property, issued to or held by any party or parties having an insurable interest therein, whether as owner, mortgagee, trustee, beneficiary under deed of trust or otherwise.

6. Whenever this Company shall pay any mortgagee (trustee or beneficiary under deed of trust) hereinabove named any sum for loss or damage under this policy, and shall claim that, as to the mortgagor, trustor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all security of every kind for the debt secured by such mortgage or deed of trust, and such mortgagee, (or trustee or beneficiary under deed of trust) shall, upon such payment, execute to this Company articles of subrogation evidencing the same. The Company may also, at its option, in such case, pay to such mortgagee (or trustee or beneficiary under deed of trust) the whole principal due or to grow due on such mortgage or deed of trust, with interest, and shall thereupon receive a full assignment and transfer of such mortgage or deed of trust and all such other security; but no subrogation shall impair the right of the mortgagee, (or trustee or beneficiary under deed of trust) to recover the full amount of the claim of such mortgagee (or trustee or beneficiary under deed of trust).

(State whether "Mortgage", "Trustee", "Beneficiary")

NAME OF MORTGAGEE (OR TRUSTEE OR BENEFICIARY UNDER DEED OF TRUST) AS INTEREST SHALL APPEAR ABOVE WITH ADDRESS

REFERENCE TO

ON PAYMENTS ONLY SHALL BE VALID AS FOLLOWS:

SUBJECT TO THE TERMS, COVENANTS AND CONDITIONS SET FORTH IN THIS RIDER, LOSS OR DAMAGE (IF ANY) UNDER THIS POLICY

THE PRINCIPAL OF THE MORTGAGES OR DEEDS OF TRUST SET BY THEM RESPECTIVELY, SHOULD BE INSERTED IN THE SPACES BELOW. (THIS IS DESIGNED TO BE PROTECTED HEREUNDER. THE NAMES OF SUCH MORTGAGEES (OR TRUSTEES OR BENEFICIARIES) IN THE ORDER OF DEEDS) SHOULD BE INSERTED IN THE SPACES BELOW. IF MORE THAN ONE MORTGAGEE (OR TRUSTEE OR BENEFICIARY UNDER DEED OF TRUST) IS DESIGNED TO BE PROTECTED HEREUNDER, THE NAME OF EACH MORTGAGEE (OR TRUSTEE OR BENEFICIARY UNDER DEED OF TRUST) SHOULD BE INSERTED IN THE SPACES BELOW.)

NOTE: NOT MORE THAN ONE MORTGAGEE CLAUSE SHOULD BE ATTACHED TO ANY POLICY. IF ONLY ONE MORTGAGEE (OR TRUSTEE OR BENEFICIARY UNDER DEED OF TRUST) IS DESIGNED TO BE PROTECTED HEREUNDER, THE NAME OF SUCH MORTGAGEE (OR TRUSTEE OR BENEFICIARY UNDER DEED OF TRUST) SHOULD BE INSERTED IN THE SPACES BELOW.

(THIS MORTGAGEE CLAUSE APPLIES ONLY TO POLICIES COVERING MORTGAGES)

MORTGAGEE CLAUSE WITH FULL CONTRIBUTION