

OFFICIAL
RECORDS
OF
ORANGE COUNTY

BOOK

220

Subscribed and sworn to before me this 8 day of November 1928.

((COURT SEAL))

J. M. Backs County Clerk

Recorded at request of A. A. Brock, Nov. 8, 1928, at 3 P.M. in Book 220, Page 37,
Official Records of Orange County, Justine Whitney, County Recorder, Ruby Cameron, Deputy.
Blanche Westering COMPARED Mable Pruitt

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35625

Santa Ana, California

November 7th, 1928.

The Board met in regular session. Present Supervisors Wm. Schumacher, Chairman, S. H. Finley, John G. Mitchell, Willard Smith, George Jeffrey and the Clerk.

In Re: Road Deed.

On motion of Supervisor Mitchell, duly seconded and carried, Road Deed from the Union Oil Company of California, in the Third Road District was accepted and declared a public highway which said road is more particularly described as follows, to-wit:

A strip of land in part eighty feet in width, in part sixty feet in width and in part one hundred feet in width, the center line of which is described as follows:

Beginning at a point on the westerly line of the easterly 1014.89 acre tract of land in Rancho San Juan Cajon de Santa Ana, Orange County, California, described in deed from George Chaffey et al to Union Oil Company of California, dated April 25, 1899, and recorded in Book 44, page 59 of Deeds, Records of said Orange County, (being also a part of Section 1, Township 3 South, Range 10 West, S.B.B. & M.) distant along said Westerly line South 0°14'30" East, 229.94 feet from an old 2" x 2" stake with tack on the northerly patent line of said Rancho San Juan Cajon de Santa Ana; thence along the center line of an eighty foot strip of land South 88°30'00" East 323.42, feet to a point; thence along the center line of a sixty foot strip of land South 88°30'00" East, 600 feet to a point; thence along the center line of an hundred foot strip of land South 88°30'00" East, 191.33 feet to an intersection with said northerly patent line of Rancho San Juan Cajon de Santa Ana being also the northerly line of said parcel of land described in the aforesaid deed dated April 25, 1899; said roadway strip above described being bounded on the west by said westerly line of said 1014.89 acre tract of land and on the east by said northerly patent line of Rancho San Juan Cajon de Santa Ana.

State of California }
County of Orange } SS

I, J. M. Backs, County Clerk and ex-officio Clerk of the Board of Supervisors of Orange County do hereby certify the foregoing

to be a full, true and correct copy of the minute order on record in my office.

Witness my hand and the seal of the Board of Supervisors this 7th day of November, 1928.

J. M. Backs Clerk of the Board of Supervisors.

Grantee's Copy

ROAD DEED

NO. 68886

KNOW ALL MEN BY THESE PRESENTS: That, whereas the County of Orange, a body corporate and politic, of the State of California, has signified its intention to realign and in part widen, grade, pave and maintain that certain public highway commonly known as and called Brea Canyon Road in the Third Road District in said County of Orange.

NOW THEREFORE, in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other valuable consideration, receipt whereof is hereby acknowledged and of the premises and the benefits to accrue to Union Oil Company of California, a California corporation, by virtue thereof, said Union Oil Company of California has given and conveyed, and by these presents does give and convey unto said County of Orange, State of California, grantee, subject to the

reservations, exceptions and conditions herein set forth, a right of way for public highway on, over and across that certain parcel of land situate in the County of Orange, State of California, described as follows, to-wit:

A strip of land in part eighty feet in width, in part sixty feet in width and in part one hundred feet in width, the center line of which is described as follows:

Beginning at a point on the westerly line of the easterly 1014.89 acre tract of land in Rancho San Juan Cajon de Santa Ana, Orange County, California, described in deed from George Chaffey et al to Union Oil Company of California, dated April 25, 1899 and recorded in Book 44, page 59 of Deeds, Records of said Orange County, (being also a part of Section 1, Township 3 South, Range 10 West, S.B.B. & M.) distant along said westerly line South 0°14'30" East, 229.94 feet from an old 2" x 2" stake with tack on the northerly patent line of said Rancho San Juan Cajon de Santa Ana; thence along the center line of an eighty foot strip of land South 88°30'00" East, 323.42 feet to a point; thence along the center line of a sixty foot strip of land South 88°30'00" East, 600 feet to a point; thence along the center line of an hundred foot strip of land South 88°30'00" East, 191.33 feet to an intersection with said northerly patent line of Rancho San Juan Cajon de Santa Ana being also the northerly line of said parcel of land described in the aforesaid deed dated April 25, 1899; said roadway strip above described being bounded on the west by said westerly line of said 1014.89 acre tract of land and on the east by said northerly patent line of Rancho San Juan Cajon de Santa Ana.

EXCEPTING AND RESERVING unto said Union Oil Company of California, its successors and assigns, the right from time to time to construct, use, operate, repair, maintain and remove in, over, across, under and along said land, pipe lines, telegraph, telephone, electric light and power lines, and such other structures, and to further use said land for the moving thereon, without restriction, of any such equipment as may be required by said Union Oil Company of California or its agents in the conduct of its business; all of which shall be carried on in such manner as not to obstruct or interfere with the free use of said land for highway purposes; and said Union Oil Company of California shall repair all damage to said highway which shall be caused by such construction, use, operation, repair, maintenance or removal of said structures, or any thereof.

It is also a further covenant and condition of this dedication that said Orange County shall in consideration of this conveyance, take the necessary lawful proceedings for the abandonment and reconveyance to said Union Oil Company of California and shall by proper and lawful procedure effectively abandon and reconvey to the grantor herein that portion of the present travelled road crossing the lands of grantor herein, constructed pursuant to deed dated January 14, 1915 and recorded in Book 280 at page 244 of Deeds, Records of said Orange County, and that said abandonment of said road shall be provided for and become operative one year from the date hereof; also that if said roadway hereby dedicated shall not be accepted and improved so as to be fit for travel and use as a public county road in the location above described, or if said existing roadway as now travelled across the lands of the grantor herein shall not be abandoned within one year from the date of these presents, then the roadway hereby dedicated shall absolutely revert to and revert in said Union Oil Company of California, its successors or assigns all right, title, free and clear of interest, claim and/or use thereof by said County of Orange.

It is an essential condition of and a material consideration for the execution and delivery of this instrument that the acceptance and/or recording of the same by said County of Orange or by the officers thereof and/or the use of said above described strip of land by said County of Orange shall be conclusive evidence of the acquiescence of the grantee herein, and of its agreement to be bound by each, every, all and singular the terms, provisions, covenants, conditions, exceptions, and/or reservations herein contained for the benefit and/or protection

Continued from last sheet



CANYON ROAD

SANTA ANA 37°35'32" N 113°34'

2100.00' 00" E 113°35'

100.00'

50

280° 30' 00" S 50° 46' 00" W (200.00')

155

57° 02' 16" E 200.00'

155

52° 02' 45" E 200.00'

1st 6" pipe hole cap
on top of hill

R2 RANCHO DE LA BREA

200.00'

1st 6" pipe hole
on top of hill

**SKETCH SHOWING INTERSECTION OF
BREA CANYON ROAD AND RANCHO LINES**

JULY 1928

Filed Nov. 7, 1928, J. M. Backs, County Clerk.

Recorded at request of County Clerk, Nov. 8, 1928, at 4 P.M. in Book 220, Page 38,
Official Records of Orange County, Justine Whitney, County Recorder, Ruby Cameron, Deputy.

Blanche Westering COMPARED Mable Pruitt

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35629

For title reconveyance of within deed
See book 755 page 153 of Official Records

For paid reconveyance of within deed
See book 471 page 375 of Official Records

TRUST DEED

THIS DEED OF TRUST, made this 8th day of November A.D. 1928, between LAURA K. SANBORN, whose husband's name is J. D. SANBORN, of the City of Santa Ana, County of Orange, State of California, party of the first part, and COTTON MATHER and G. W. RAIRDON, of the City of Santa Ana, County of Orange, State of California, parties of the second part, and SANTA ANA BUILDING AND LOAN ASSOCIATION, a corporation with its principal place of business in the City of Santa Ana, County of Orange, State of California, party of the third part.

WITNESSETH: THAT WHEREAS, the said first party have borrowed and received of the said third party the sum of Four Thousand and NO/100 Dollars and ha_ agreed to pay the same with interest according to the terms of one certain promissory note executed and delivered therefor by said first part, said note being in words and figures as follows:

\$4,000.00

Santa Ana, California

November 8, 1928.

Eleven years after date, for value received I promise to pay to Santa Ana Building and Loan Association, a corporation, or order, Four Thousand and NO/100 Dollars in gold coin of the United States of the present standard of value, with interest thereon, in like Gold Coin, at the rate of eight and four-tenths (8.4) per cent per annum, from date until paid, interest payable monthly in advance; and if interest is not so paid, the same shall bear interest at the same rate per annum while in default. And the principal sum hereof shall be due and payable at the expiration of three months from the time of any default in payment of interest of the holder hereof, and such option may be exercised at any time thereafter without notice. This note is payable monthly in advance in 132 installments at the rate of \$1.20 per \$100 of the principal sum, each said installment being due on the first day of each and every month from and after the date hereof. Excepting the first four monthly payments, the said payments of \$1.20 per \$100 of the principal shall be credited as follows: 70c of said monthly payments to interest account and 50c of said monthly payment to savings shares account or installment investment certificate account which said savings shares account or installment investment certificate account shall amortize the principal sum hereof in the period of 132 months from the date of the first payment, according to the rules and by-laws of said Association. Said first four monthly payments on savings shares or installment investment certificate account shall be considered as a bonus for the privilege of prepayment of said principal sum in lieu of ninety days unaccrued interest thereon. This note is secured by a Trust Deed of even date herewith.

In the event of a sale or transfer of the Real Property covered by said Trust Deed, the sum of \$ shall become immediately due and payable to said Association, at its option.

Laura K. Sanborn

NOW THEREFORE, the said party of the first part, in consideration of the aforesaid indebtedness and of the sum of one dollar to her 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