

IN WITNESS WHEREOF, THE FIRST NATIONAL BANK OF SANTA ANA has hereunto caused its corporate name to be signed and its corporate seal to be affixed by its Cashier and Ass't. Trust Officer, thereunto duly authorized by resolution of its Board of Directors, this 21st day of January, 1929.

((CORPORATE SEAL))

THE FIRST NATIONAL BANK OF SANTA ANA

By W. B. Williams,

Cashier

And Homer C. Chaney

Ass't. Trust Officer

State of California, }

County of Orange, }

ss.

On this 4th day of February 1929, before me, E. Virginia Craig, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared W. B. Williams, known to me to be the Cashier and Homer C. Chaney, known to me to be the Ass't. Trust Officer of the corporation described in and that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

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

((SEAL))

E. Virginia Craig Notary Public

in and for said County and State.

Filed for Record at the request of Grantee Mar. 12, 1929 at 49 minutes past 1 o'clock P. M. and Recorded in Volume 246 of Official Records, page 494 Orange County Records. Justine Whitney, Recorder. By Ruby Cameron, Deputy.

Mable Pruitt

COMPARED

Blanche Westering

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7883

RIGHT OF WAY DEED

THE IRVINE COMPANY, a Corporation organized and existing under the laws of West Virginia, and having its principal office at Tustin, Orange County, California, and THE TITLE GUARANTEE AND TRUST COMPANY, a Corporation organized and existing under the laws of California, with its principal place of business at Los Angeles, California, herein designated as grantors, for good and valuable consideration unto them moving, the receipt of which is hereby acknowledged, do and each does hereby grant unto the DELHI DRAINAGE DISTRICT, a Public Corporation, organized and existing under the laws of California, herein designated as Grantee, and to its successors and assigns, a right-of-way over certain lands situated in Orange County, California, and which right-of-way is particularly described as follows, to-wit:

A strip of land 60 feet wide along and adjoining on the East, Northeast and Southeast, measured at right angles from each station of the following described line;

Commencing at a point on the center line of the Newport Road South 39 deg. 48' 45" West 1382 feet from the Northerly corner of Lot 142, Block 6, of the Irvine Subdivision, as per map thereof recorded in Miscellaneous Maps, Book 1, page 88, Records of said County; thence South 50 deg. 11' 45" East 30 feet to a point, said point is on the Southeasterly edge of the said Newport Road reservation; thence South 11 deg. 22' 15" East 34 feet; thence South 7 deg. 38' 45" West 100 feet; thence South 13 deg. 48' 45" West 300 feet; thence South 3 deg. 51' 15" East 87 feet; thence South 28 deg. 21' 15" East 182 feet; thence South 19 deg. 28' 45" West 400 feet; thence South 2 deg. 11' 15" East 72.04 feet; thence South 44 deg. 41' 15" East 243.50 feet; thence South 33 deg. 41' 15" East 141 feet; thence South 24 deg. 31' 15" East 250 feet; thence South 12 deg. 11' 15" East 231 feet to an intersection with the Northeasterly line of Lot 149, Block 5, of said Irvine Subdivision, said point being hereby designated as Station "A"; thence South 11 deg. 43' 45" West 426 feet; thence South 38 deg. 16' 15" East

Approved
as to des-
cription
1/28, 1929
O. R.
Browning

422 feet; thence South 40 deg. 59' 15" East 593 feet to a point, which point is South 39 deg. 48' 45" West 547.28 feet from the Easterly corner of Lot 149 Block 5, of said Irvine Subdivision and hereby designated as Station "B"; thence South 40 deg. 52' 40" East 464.61 feet; thence South 87 deg. 39' 15" East 232 feet; thence South 72 deg. 49' 15" East 77 feet; thence South 61 deg. 49' 15" East 87 feet; thence South 52 deg. 49' 15" East 183.6 feet; thence South 83 deg. 29' 15" East 154 feet; thence South 68 deg. 29' 15" East 81 feet; thence South 50 deg. 29' 15" East 218.90 feet; thence South 23 deg. 59' 15" East 50 feet; thence South 2 deg. 40' 45" West 56 feet; thence South 18 deg. 30' 45" West 344 feet; thence South 25 deg. 10' 45" West 377 feet; thence South 29 deg. 20' 45" West 241 feet; thence South 46 deg. 40' 45" West 429 feet; thence South 43 deg. 29' 45" West 130.50 feet; thence South 72 deg. 22' 45" West 645.47 feet; thence South 39 deg. 48' 45" West 242.14 feet; to a point on the center line of Mesa Drive Produced S. 50 deg. 11' 45" E. 22.67 feet; thence South 29 deg. 58' 15" West 30 feet, more or less, to the Southwesterly line of Mesa Drive produced.

Also a parcel of land shown on Lot "X" on plat of Tract No. 706, Harbor View Addition to Santa Ana Heights.

Also 30 feet on each side of the following described center line;

Commencing at Station "F" of Tract No. 376; thence South 47 deg. 46' 45" West 191.10 feet; thence South 76 deg. 45' 45" West 178 feet; thence South 71 deg. 45' 45" West 173 feet; thence South 59 deg. 55' 45" West 315 feet; thence South 4 deg. 05' 45" West 312 feet; more or less, to mean high tide line.

Which said right-of-way is hereby conveyed to the said grantees, and shall be used by the said grantees, for the sole purpose of maintaining and operating the drainage ditch now constructed thereon, and to enter thereon for the purpose of repairing and replacing said ditch, and for depositing along the sides of said ditch, but within the boundary lines of said strip, any earth, or debris taken from said ditch, and for no other purposes.

Also a right-of-way for the same purposes over an additional strip fifteen (15) feet in width adjoining the sixty (60) feet on the Northeast from Station "A" to Station "B".

Provided however said Grantees agrees within a period of Ninety (90) days, on the signing of this agreement to remove the Spoil Bank now on or adjoining that portion of the above described right-of-way, seventy five (75) feet in width, between said Station "A" and Station "B", leaving the bank level with the adjoining property, furthermore removing from time to time any additional dredgings which may be deposited upon said portion of said right-of-way by reason of cleaning, widening or repairing said ditch. For such time after Ninety (90) days during which time said Spoil Bank has not been removed, Grantee agrees to pay The Irvine Company Fifty Dollars (\$50.00) per month rental for the use and occupation of said above described strip for Spoil Bank.

And the said rights are hereby granted upon the following conditions, to-wit:

1. That the ditch maintained and operated on said strip shall not be used for the purpose of carrying, or conducting any waste water, collected or diverted storm water, sewage, offal, refuse, or other liquid, or matter, or drainage of any kind from any City, Communities, Political District, Factory, Mill or other structures, provided however that said ditch shall in no event be maintained or operated so that the same shall constitute a public or private nuisance; but said ditch shall be used solely for draining the natural waters from the lands lying adjacent thereto, or above the same.
2. The right to use the land covered by said right-of-way and said ditch, for any purpose other than those hereinabove granted, is expressly reserved and excepted by the said grantors, their successors and assigns.
3. That each of said grantors hereby reserves and excepts for itself, its successors and assigns, the right to erect, construct, maintain and use across, or under the ditch maintained

on said right-of-way, at any place or places, and at any time, and from time to time, as each of said grantors, its successors or assigns, may see fit, bridges, pipe lines, telephone and telegraph and electric power lines, and electric and other railroad lines, all of the same to be placed so as not to interfere with the flow of the water in said drainage ditch.

4. The said grantee, its successors and assigns, shall pay, and hereby agrees to pay:

(a) For maintaining and keeping in repair the bridge heretofore constructed over said right-of-way, at a point where Santa Ana Avenue, as shown on Plat of Tract No. 456, Santa Ana Heights, crosses said drainage ditch.

(b) Also to construct and maintain a bridge when required by said grantors, on Bay View Drive, at a point on said drainage ditch North 4 deg. 35' 45" East 300 feet, more or less, measured along said ditch from mean high tide line.

(c) Also to maintain the steel culvert under Mesa Drive where the same is installed in said drainage ditch, and to repair the two pipe lines of Santa Ana Heights Water Company where they now cross the said drainage ditch, in case the same are injured by grantee in its operation of said ditch.

(d) And the said grantee, its successors and assigns further agrees to repair, at its own expense, and replace at once, at its own expense, any bridge or pipe line or pole, in any pole line placed along, across or under said drainage ditch by The Irvine Company, whenever the same has been injured or affected by any act, or omission, of the grantee, its successors and assigns.

(e) The grantee shall, at its own expense, construct and maintain the banks of said ditch where it runs through Lot "X" on Plat of Tract No. 706, Harbor View Addition to Santa Ana Heights above mentioned, so that such banks and the adjacent land will not cave in, or fall into such ditch, and the dirt thrown out of such ditch through said Lot "X" shall be leveled so it may be used for a road; and said grantee in working on, maintaining or repairing said ditch shall not injure or damage adjacent lands.

In the event the said lands or said drainage ditch be used by grantee for any purposes other than those hereby granted then The Irvine Company shall give said Drainage District notice, in writing, of such fact and if said District shall fail to stop such use or uses of such ditch within sixty (60) days after such notice, or in the event the said drainage ditch be used by any third party for any of the purposes other than those hereby granted, then if grantee shall fail to commence appropriate action and thereafter prosecute same with reasonable diligence within sixty (60) days after such notice, to obtain a permanent injunction to enjoin such use or uses, then in any of said events the rights hereby granted shall cease and terminate and the said Grantee, its successors and assigns, shall have no further interest in said right-of-way, and all rights hereby granted shall revert to each of said grantors, their successors and assigns; and each of said grantors, their successors and assigns, shall have the right to re-enter into the possession of the said strip of land, and fill up said ditch, and to remove any persons found thereon; and the failure of either grantor, its successors and assigns, at any time to claim or enforce a forfeiture, or the right to re-enter as herein granted, for any one act, shall not be deemed a waiver, or surrender, or any right to claim a forfeiture, and a right to re-enter on any future breach of said conditions, or any one of them.

IN WITNESS WHEREOF, each of said grantors has caused these presents to be executed by its officers, in its name and under its corporate seal, this 28 day of January, 1929.

((CORPORATE SEAL))

THE IRVINE COMPANY

By James Irvine President

By W. B. Hellis Secretary.

((CORPORATE SEAL))

TITLE GUARANTEE AND TRUST COMPANY

By J. F. Keogh Vice President

By R. L. Sparks Assistant Secretary.

State of California, }
County of Orange, } ss.

On this 23 day of January, 1929, before me Hannah Marston Douglas, a Notary Public, in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James Irvine, known to me to be the President, and T. B. Hellis, known to me to be the Secretary of The Irvine Company, the corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

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

((SEAL))

Hannah Marston Douglas N. P.
in and for said County & State.

State of California, }
County of Orange, } ss.

On this 25th day of January, 1929, before me, R. C. Mize, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Stephen Griset known to me to be the President, and Mac O. Robbins known to me to be the Secretary of the corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

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

((SEAL))

R. C. Mize Notary Public
in and for said County and State.

State of California, }
County of Los Angeles, } ss.

On this 31st day of January, 1929, before me Ralph D. Graham, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared J. F. Keogh known to me to be the Vice President and R. L. Sparks known to me to be the Assistant Secretary, of Title Guarantee and Trust Company the Corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

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

((SEAL))

Ralph D. Graham Notary Public
in and for said County and State.

Accepted by the Grantee.

((CORPORATE SEAL))

DELHI DRAINAGE DISTRICT
By Stephen Griset President
By Mac O. Robbins Secretary.

State of California, }
County of Orange, } ss.

On this 26th day of January, 1929, before me, R. C. Mize, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Stephen Griset known to me to be the President, and Mac O. Robbins, known to me to be the Secretary of the Corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

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

((SEAL))

R. C. Mize Notary Public

in and for said County and State.

DELHI DRAINAGE DISTRICT
NEWPORT DRAINAGE DISTRICT

Mac. O. Robbins, Secretary
408 North Sycamore Street

Santa Ana, California
Phone 127
Removed to 107 West Fifth Street

COPY OF RESOLUTION OF ACCEPTANCE OF RIGHT OF WAY DEED

"On motion of Director Ellis, seconded by Director Planchon, the following resolution was unanimously adopted:-

'Resolved that the right of way deed from The Irvine Company and the Title Guarantee & Trust Company to the Delhi Drainage District, dated as of January 28, 1929, for the purposes and subject to the conditions therein set forth, be and the same is hereby accepted and that the President and Secretary be and they are hereby authorized to accept the same on behalf of this District.' "

I, Mac. O. Robbins, Secretary to the Board of Directors of Delhi Drainage District, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors of said District at a special meeting thereof, held on the 28th day of January, 1929, at which meeting all of the Directors of said District were present and acting and do further certify that the attached right of way deed is the document referred to in said resolution and then before said Board.

Dated, January 28th, 1929.

((CORPORATE SEAL))

Mac O. Robbins, Secretary to the Board of
Directors, Delhi Drainage District

Recorded At Request Of Mac. O. Robbins Mar. 12, 1929 At 50 min. past 1 P. M. In Book 246 Page 495 Official Records of Orange County. Justine Whitney, County Recorder. Ruby Cameron, Deputy.

Mable Pruitt

COMPALED

Blanche Westering

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7584

Received Feb. 19, 1929

Pacific Coast Bldg.-Loan Assn.

1441

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER
DEED OF TRUST

No. 5795

Know all men by these presents: That Whereas, R. W. BUTLER and CERTRUDE BUTLER, husband and wife by Deed of Trust dated January 19, 1928, and recorded February 8, 1928, in Book 132 of the Official Records of Orange County, California, at Page 78 et seq., did grant and convey that certain real property hereinafter described, to SECURITY TITLE INSURANCE AND GUARANTEE COMPANY, a corporation, as Trustee, to secure, among other things, their promissory note in the aggregate sum of Eighteen Hundred and No/100 Dollars, with interest thereon according to the terms thereof, in favor of Pacific Coast Building-Loan Association, a corporation, also to secure any other sums of money which might become due and payable under the terms of said Deed of Trust; and

WHEREAS, Default has been made in the payments due upon said note and obligations, in that the following items were not paid when due, and still remain due, owing and unpaid:

The installment of principal and interest due December 1, 1928; all installments of prin-

incipal and interest subsequently falling due; and

WHEREAS, In accordance with the provisions of said Deed of Trust, and by reason of such default, the undersigned has exercised the option given in said Deed of Trust, and has declared all sums secured hereby to be immediately due and payable; and

WHEREAS, In pursuance of the provisions of said Deed of Trust, the undersigned has executed and delivered to the Trustee a written declaration of default and demand for sale, and has surrendered the said Deed of Trust, together with all notes and receipts and other documents evidencing expenditures secured thereby, to Security Title Insurance and Guarantee Company, as Trustee; and said Trustee has been directed to give notice in accordance with the law and the terms and provisions of said Deed of Trust, and to sell the property therein described to satisfy the whole of the obligations secured thereby;

NOW THEREFORE, Notice is hereby given by the undersigned, the present legal and rightful owner and holder of the obligations secured by said Deed of Trust, of the breach in the conditions of said Deed of Trust, and, that the undersigned has elected to cause said property to be sold, and that after three months shall have elapsed from the date of the recording of this notice, said trustee will proceed to give notice according to law and will sell, or cause to be sold all that real property situated in Buena Park, County of Orange, State of California, described as follows: That portion of Block Twenty-eight (28) of Buena Park, in the County of Orange, State of California, as per map thereof recorded in Book 18, at pages 50-52 inclusive, of Miscellaneous Records of Los Angeles County, California, described as follows: Beginning at a point which bears South 89° 33' 30" West 165 feet from a point in the West line of Western Avenue distant thereon North 0° 26' 30" West 627.50 feet from the Northeast corner of Lot 17 in Block "C" of Tract No. 770 as per map thereof recorded in Book 24, at page 6 of Miscellaneous Maps, records of said Orange County, bearings based on bearing of Western Avenue as North 0° 26' 30" West; thence South 89° 33' 30" West 45 feet; thence North 0° 26' 30" West 137.38 feet, more or less to the Northerly line of the tract of land conveyed by Victor E. Sutter et ux to the First National Bank of Santa Ana by deed dated September 19, 1923, and recorded in Book 495 at page 117 of Deeds, records of said Orange County; thence Easterly along said northerly line 45 feet; thence South 0° 26' 30" East 137.20 feet, more or less to the point of beginning. Reserving an easement over the southerly 30 feet thereof for road purposes.

IN WITNESS WHEREOF, The owner and holder of said note has executed these presents this 20th day of February, 1929.

((CORPORATE SEAL))

PACIFIC COAST BUILDING LOAN ASSOCIATION

By C. E. Paris President.

By A. A. Anderson Secretary

State of California, }
County of Los Angeles, } ss.

On this 20th day of February, in the year one thousand nine hundred twenty-nine, before me C. H. Sargent, a Notary Public in and for said County and State, personally appeared C. E. Paris, known to me to be the President, and A. A. Anderson known to me to be the Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

((SEAL))

C. H. Sargent Notary Public in and for said
County and State. My Commission Expires Feb. 4, 1930.

Recorded At Request Of Harvey and Harvey Mar. 12, 1929 At 40 min. past 2 P. M. In Book 246
Page 499 Official Records of Orange County. Justine Whitney, County Recorder. Nancy Hezmalhalch,
Deputy.

Mable Pruitt

COMPARED

Blanche Westering

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