

power, duties and grace in the premises which are vested in and conferred upon the Trustee herein named; and each new and substituted trustee shall be considered the donor and assign of the Trustee herein named within the meaning of this instrument, and substituted in its place and stead. The Secretary hereunder may make such appointments and substitutions, or appointments and substitutions by a written instrument executed by him and on his behalf by two or more of any such persons and the secretary or any assistant, secretary, with or without the seal of the Secretary, which shall be subject to the order of the Court of the County of Los Angeles, and shall file the same in the office of the County Recorder of said County of Los Angeles. If the same shall have been recorded, and such written instrument is recorded in the office of County Recorder of the County of Los Angeles in which the property herein described is situated, shall be conclusive proof of the proper appointment of each new and substituted trustee and notice of such proper appointment to all parties in interest.

L. In the event that the beneficiaries named herein, or any part thereof, is considered for any reason as being dead, or in any such case, the same shall be paid to the beneficiary to be provided to the beneficiaries named herein in such amount as the Secretary may deem as to be just in the event of any person legally entitled thereon, upon proof of such right; and for the purpose aforesaid the Trustee hereby assigns to the Secretary all his right, title and interest in and to any judgment or award of damages in any such condemnation suit.

M. The granting of the estate of limitations as a defense to any and/or all demands, liabilities and/or obligations secured by this Deed of Trust is hereby waived.

N. This Deed of Trust in all its parts, except as herein otherwise provided, applies to, inures to the benefit of, and binds all parties hereto, their heirs, assigns, executors, administrators, successors, successors and assigns.

O. Trustee accepts these Trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

In witness whereof, Trustor has executed this instrument.

Fred Muller
Anna Muller

State of California, County of Los Angeles,) SS. On this 2nd day of January, 1931.

I, the undersigned, a Notary Public in and for said County, personally appeared Fred Muller and Anna Muller, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

Witness my hand and official seal.

Susan Thomas, Notary Public

In and for said County and State.
1936 Copy of original recorded at request of Title Guar. & Tr. Co. Jan. 19, 1931, 8:30 A.M.
Coylist #148 Compared C.L. Logan, County Recorder, Ry: 2 On January 15, 1931
83-90-83

14 → Jan 15, 1931 GRANT DEED 1512-380

This Indenture, Made the 15th day of January, 1931, by Frans Nelson and Sons, Incorporated, a corporation duly organized and existing under and by virtue of the laws of the State of California, and having its principal place of business in the City of Long Beach, California, in consideration of Ten and no/100 Dollars, to it in hand paid, the receipt of which is hereby acknowledged, does hereby Grant to M. Frances Marshall, a single woman, all that real property situate in the City of Los Angeles, County of Los Angeles, State of California, described as follows, to-wit: Lot Fourteen (14) in Block Twenty-seven (27) of Tract Number 7264, as per map recorded in Book 98, Page 66, Sheet No. 18 of Maps, in the office of the County Recorder of said Los Angeles County.

RESERVING and reserving a right of way and easement, with the right of entry upon, over, under, along, across and through the said realty for the purpose of constructing, maintaining and repairing water and other pipes and for the purpose of constructing, erecting, operating and maintaining poles with cross lines and wires for the transmission of electrical energy, and for telephone lines, and reserving to the Grantor herein the sole right to convey the rights hereby reserved along the rear and side Five (5) feet of said above described realty. ALSO granting to said Grantee the right to the use of water for domestic purposes from a well now located on said tract until such time as the city water is available, and the right to installation within eighteen (18) months from December 1, 1928, of water service mains in all the streets of said Tract, and gas mains and light and power service lines in said Tract, free of charge to said Grantee; said Grantee, however, to pay all costs of connecting with said water mains, said gas mains and light and power lines.

Said Grantor hereby agrees that it will cause to be graded in accordance with profile maps acceptable to the City of Los Angeles and which said grades the said Buyer hereby accepts, all streets wholly within the limits of said above described Tract and cause all said streets to be paved with an oil and crushed rock macadam pavement. The said Grantor further agrees to lay and construct sidewalks and curbs on all such streets in accordance with the City of Los Angeles specifications and said Grantor further agrees that all said streets, sidewalks and curb improvements will be completed not later than two years from December 1, 1928. The said Grantor also agrees within said time to install at least two ornamental light posts at each street intersection of, said Tract. SUBJECT to the agreement of the said Grantee that as soon as he shall erect a building on said premises which shall be used as a human habitation, to construct and maintain in a sanitary condition a cesspool of sufficient size to take care of the necessary sewerage in accordance with law and the ordinances then in effect and to maintain the same until such time as connection can be had with a regular sewerage system. PROVIDED, HOWEVER, That this conveyance is made and accepted and said realty is hereby granted subject to such of the following conditions, provisions, restrictions and covenants, hereinafter referred to as the

"conditions" as may, by their terms, be applicable to said realty, which conditions are of the benefit of said realty and said Trust, and of each and every lot therein, except as hereinafter provided, and shall inure to and pass with said Trust and each therein, and shall apply to and bind every successor in interest of the parties hereto, and are imposed upon the realty hereby conveyed as a servitude in favor of said Trust and each and every lot therein, as the dominant tenement or tenements. The said conditions are as follows, to-wit: 1. That for the purposes of these conditions, an ownership or single holding comprising parts of two adjoining lots, or a part of one lot, or all of one lot and part or parts of one or more adjoining lots, shall be deemed to be a single lot.

2. That all lots in said Trust, or any portion or portions of any of said lots owned and held as single lots as herein defined are residence lots, except the lots in Block Thirty (30) upon which there may be erected, at the option of said Buyer, instead of a single private dwelling, flats, duplexes and apartment houses, clubhouses, tennis courts, bowling greens, and other club facilities and places of amusement, and Blocks Twenty-four (24) and Thirty-one (31) which are unrestricted, except as to the front and character of the buildings as hereinafter set forth. 3. That any residence building on said realty and the porches thereof or approaches thereto which are a part of the same building or are enclosed in front or at either end, but excluding the front steps thereof, shall be located not less than Fifteen (15) feet back from the front line of the lot upon which it is erected and shall face the said front line. 4. No bulkheads shall be erected along the front or sides of any of the lots in said Trust higher than three and one-half (3½) feet from the sidewalk level and no such bulkhead erected shall have an exterior surfacing of concrete or wood. 5. That any residence or building as herein described erected on any lot of said Trust shall cost and be fairly worth for labor and material not less than Five Thousand and no/100 Dollars and the exterior thereof shall be either artificial stone stucco or brick. 6. That no temporary building shall be erected upon said lots nor shall any buildings be moved to or upon any of the said lots of said Trust.

7. That no part of any of said lots shall ever, at any time, be sold, conveyed, leased or rented to any person other than one of the White or Caucasian race. 8. That no part of any of said lots shall ever, at any time, be used or occupied, or be permitted to be used or occupied by any person other than one of the White or Caucasian race, except such as are in the employ of the owner or tenants of said lots residing thereon.

PROVIDED, that each and all of the conditions or restrictions contained in Paragraph 1 to 6 inclusive, shall in all respects terminate and end and be of no further effect, either legal or equitable after January 1, 1949, and that the conditions contained in Paragraphs numbered 7 and 8 shall be perpetual and binding forever upon all of said lots, the parties thereto, their heirs, devisees, executors, administrators or assigns.

PROVIDED, FURTHER, that a breach of any of the foregoing conditions shall cause said realty to revert to the said grantor, or its successors in interest, who shall have the right of immediate re-entry upon said realty, in the event of any such breach; and, as to the owner or owners of any lot or lots in said Trust, the foregoing conditions shall operate as covenants running with the land, and the breach of any such covenant, or the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by such grantor, or its successors, or by any such owner or owners, but by no other person. PROVIDED, ALSO, that a breach of any of the foregoing conditions, or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of Trust made in good faith and for value, as to said realty or any part thereof; but said conditions shall be binding upon and effective against any subsequent owner of said realty. To Have and to Hold to the said Grantee, her heirs or assigns, forever.

In Witness Whereof, the said Frank Nelson and Sons, Incorporated, a corporation, has caused these presents to be executed, its corporate name to be subscribed and its corporate seal to be affixed by its President and Secretary, thereunto duly authorized.

(Corporate Seal)

FRANK NELSON AND SONS, Incorporated
By Frank Nelson, President.
By E. F. Nelson, Secretary.

State of California, County of Los Angeles,) SS. On this 18th day of January, 1931, before me, Rhoda Roberts, a Notary Public in and for said County, personally appeared Frank Nelson, known to me to be President, and E. F. Nelson, known to me to be Secretary of FRANK NELSON AND SONS, INCORPORATED, the corporation that executed the within and foregoing instrument, and they acknowledged 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.

(Notarial Seal)

Rhoda McCarthy, Notary Public

In and for the County of Los Angeles, State of California, My Com. Exp. April 7, 1934. Copy of original recorded at request of Calif. Title Ins. Co. Jan. 19, 1931, 8:30 A.M. Compared C.L. Logan, County Recorder, Ry: Deputy \$1.00-16

This instrument, executed this 6th day of January, 1931, by Arthur D. Leggett, by occupation a Carpenter Contractor, to Altadena Investment Company, a finance broker,

WITNESSETH: That said Arthur D. Leggett hereby hypothecates and mortgages unto Altadena Investment Company, the following described automobile: Model Year 1926; Trade Name Buick; Type of Body if Truck State Tonnage, Sedan; Motor No. 1541367; Serial No. 1512091; State License No. -; New or Used; Used; No. of Cylinders 6; as security for the payment by mortgagor of the total sum of \$157.00, payable \$15.70 on the 6th day of each successive month for nine months, and the sum of \$15.70 on the 6th day of November, 1931, including interest at the rate of 1% per month. In the event of default, the mortgage herein or his assigns shall be immediately entitled to possession of said automobile and to costs and reasonable attorney's fees expended in the recovery thereof and consequent foreclosure. By reference a note executed by the above parties contemporaneously herewith is hereby incorporated herein.

Arthur D. Leggett

State of California, County of Los Angeles,) SS. On this 6th day of January, 1931, before me, Glenn W. Brace, a Notary Public in and for said County and State, personally seen Ottmar L. Breest and Arthur D. Leggett, known to me to be the persons whose names subscribed to the above instrument and acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and seal on the day and year first above mentioned.

(Notarial Seal)

Glenn W. Brace, Notary Public

In and for said County of Los Angeles, State of California.

State of California, County of Los Angeles,) SS. Ottmar L. Breest, being an officer of the Altadena Investment Company, a company, mortgages above named, and Arthur D. Leggett, each being duly sworn, each for himself and not for the other, deposes and says: That the above instrument was executed in good faith and without any design to hinder, delay or defraud the creditors of either party.

Arthur D. Leggett
Ottmar L. Breest

Subscribed and sworn to before me this 6th day of January, 1931.

(Notarial Seal)

Glenn W. Brace, Notary Public

In and for said County of Los Angeles, State of California.

For Valuable Consideration, the undersigned hereby assigns to Southern Commercial Corporation the above mortgage together with the note secured thereby.

Dated January 6, 1931.

(Seal)

ALTADENA INVESTMENT COMPANY
By Ottmar L. Breest.

State of California, County of Los Angeles,) SS. On this 6th day of January, 1931, before me, Glenn W. Brace, appeared Ottmar L. Breest, known to me to be the Secretary of the company that executed the foregoing assignment and acknowledged to me that said company executed the same. Witness my hand and official seal.

(Notarial Seal)

Glenn W. Brace, Notary Public

In and for said County and State. Copy of original recorded at request of Assignee, Jan. 19, 1931, 11:28 A.M. Compared C.L. Logan, County Recorder, Ry: J. Gady Deputy \$1.20-4

This instrument, executed this 15th day of January, 1931, by J. B. Moore, by occupation a Chem. Eng. to Altadena Investment Company, a finance broker, WITNESSETH: That said J. B. Moore hereby hypothecates and mortgages unto Altadena Investment Company the following described automobile: Model Year 1926; Trade Name Ford; Type of Body if Truck State Tonnage, Coach; Motor No. A-4060; Serial No. -; State License No. 1930, 476002, New or Used, Used. No. of Cylinders, 4; as security for the payment by mortgagor of the total sum of \$151.44, payable \$30.28, on the 15th day of each successive month for five