

1000-152, 45

This indenture made the 16th day of January, 1928, 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 R. Smiley Fitzgerald all that real property situate in the City of Los Angeles, County of Los Angeles, State of California, described as follows, to-wit: Lot Ten (10) in Block Twenty-five (25) of tract number 7264, as per map recorded in Book 98, pages 76 Sheet No. 20 of Maps, in the office of the County Recorder of said Los Angeles County.

Excepting 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, 1923, 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, 1923. The said Grantor also agrees within said time to install at least two ornamental light posts at each end of said streets and subject to the agreement of the said Grantee.

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 may 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 express conditions, provisions, restrictions and covenants, hereinafter referred to as the "conditions," as may, by their terms, be applicable to said realty, which conditions are or the benefit of said realty and said Tract, and of each and every lot therein, except as hereinafter provided, and shall inure to and pass with said Tract 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 Tract 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 Tract, 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 twenty (20) 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 Tract 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 Tract 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, or brick.
6. That no temporary building shall be erected upon said lots nor shall any building be moved to or upon any of the said lots of said Tract.
7. That no part of said Tract at any time, be sold, conveyed, leased or rented to any person or persons.
8. That no part of any of the said lots of said Tract shall be used for any purpose other than as aforesaid.

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 twenty (20) 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 Tract 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 Tract 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 Tract. 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 Tract, 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, shall be established, stated or remedied by appropriate proceedings by such grantor, or owner or owners, but by no other person. Provided, that

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, his heirs or assigns, forever. In Witness Whereof, the said Frans 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) Frans Nelson and Sons, Incorporated,  
By: Frans Nelson President,  
By: H. F. Nelson Secretary.

State of California, County of Los Angeles.)ss. On this 16th day of January, 1928, before me, Rhoda McCarthy a Notary Public in and for said County, personally appeared Frans Nelson known to me to be President, and H. F. Nelson known to me to be Secretary of Frans Nelson and Sons, Incorporated, the corporation that executed the within and foregoing 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.  
(Notarial Seal) Rhoda McCarthy Notary Public  
in and for the County of Los Angeles, State of California. My com. exp. April 7th, 1930.  
#524 Copy of original recorded at request of California Title Ins. Co., Jan 23 1928 at 8:30 A.  
M. Copyist #170-Compared, C.L. Logan, County Recorder, By Deputy.

GRANT DEED

John H. Buster and Louisa Buster, his wife in consideration of Ten and no/100 Dollars, to them in hand paid, receipt of which is hereby acknowledged, do hereby Grant to Arthur E. Molin and Luella L. Molin, his wife, as joint tenants with the right of survivorship the real property in the City of Compton County of Los Angeles, State of California, described as: That portion of Lot One (1) of Tract No. 1724, as per map recorded in Book 21 Page 174 of Maps, in the office of the County Recorder of said County, described as follows: Beginning at a point in the Easterly line of said Lot distant Northerly thereon Two Hundred and thirty-one hundredths (258.31) feet from the South East corner of said Lot, thence South 89° 59' 59" East One Hundred thirty-four and five/100 feet to the

and acknowledged to me that they 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.

(Notarial Seal) Sylvia Kennedy Hawkins, Notary Public  
in and for said County and State. My Commission Expires January 10, 1926.

1534 Copy of original recorded at request of Grantee, Nov. 22, 1933, 9:45 AM.  
Consist #35. Compared. C.L. Logan, County Recorder, By *[Signature]*  
11:23--6. M.

Deputy

12514-106.

Trust Order No.---

THIS NOTICE MUST BE RECORDED ONLY BY TITLE INSURANCE AND TRUST COMPANY.

#### NOTICE OF BREACH AND ELECTION TO SELL UNDER DEED OF TRUST.

NOTICE IS HEREBY GIVEN: That Title Insurance and Trust Company, a corporation, is Trustee under a deed of or transfer in trust dated July 16th, 1928, executed by Hannah J. Mahan, as Trustor, to secure certain obligations in favor of Southwestern Loan Association, as Beneficiary, recorded July 23, 1928, in Book 8585, Page 365 of Official Records in the office of the Recorder of Los Angeles County, California.

Said Deed of Trust covers Lots 9 and 10 of Tract 4852, Sheets 1 and 2, as per map recorded in Book 53, Pages 49 and 50 of Maps, in the office of the County Recorder of Los Angeles County, State of California.

That the beneficial interest under such deed or transfer and the obligations secured thereby have been transferred to the undersigned;

That a breach of the obligations for which such deed or transfer is security has occurred in that interest due June 16, 1932, has not been paid, nor has any part thereof since been paid.

That by reason thereof, the undersigned, present beneficiary under such deed or transfer, has executed and delivered to said Trustee a written Declaration of Default and Demand for Sale, and has surrendered to said Trustee such deed or transfer and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby. Dated October 31st, 1933.

Helen R. Blake

State of California, County of San Luis Obispo, ) ss. On this 31st day of October, 1933, before me, the undersigned, a Notary Public in and for said County, personally appeared Helen R. Blake, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same. Witness my hand and official seal.

(Notarial Seal)  
in and for said County and State.

Daisy B. Clifford, Notary Public

165 Copy of original recorded at request of Title Ins. & Tr. Co. Nov. 22, 1933, 8:30 AM.  
Consist #35. Compared. C.L. Logan, County Recorder, By *[Signature]*  
11:10--5. S. Deputy

#### ASSIGNMENT OF RIGHT OF WAY.

Los Angeles, November 13, 1933.

For and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Frans Nelson and Sons, a corporation hereby grants, quitclaims, assigns, and conveys to the Southern California Telephone Company, a corporation, its successors and assigns, that certain right of way and easement for telephone lines reserved by the Frans Nelson and Sons, a corporation, grantors in all lots in Tract 7264, Sheets 1 to 6, inclusive, as per map records in Book 94 of Maps, Pages 43 to 49, inclusive, and Sheets 7 to 20, inclusive, as per maps recorded in Book 98 of Maps, Pages 63 to 76, inclusive, official records of Los Angeles County. Said easement to consist of a strip of land 5 feet in width along rear and side lines of all lots in said tract.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed by its hereinafternamed corporate officers who are thereunto duly authorized as of the date first herein above written.

(Corporate Seal)  
Witness: I.A. Laird

FRANS NELSON AND SONS, a Corporation  
By Frans Nelson, Pr.  
By H.F. Nelson, Sec.

State of California, County of Los Angeles, ) ss. On this 13th day of November, A.D. 1933, before me, Rhoda McCarthy, a Notary Public in and for the said County and State, personally appeared Frans Nelson, known to me to be the President and H.F. Nelson, known to me to be the Secretary of Frans Nelson and Sons, Incorporated, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the