

trust property to be sold in accordance with these trusts, and upon such election beneficiary or trustee shall record, in the office of the Recorder of the county wherein said property or some part thereof, is situated, a notice of such breach and election to cause said property to be sold to satisfy said obligations, and following such recording of said notice, trustee, without demand on trustor, shall sell said property in whole or in part or parcels at the discretion of the trustee upon first giving notice of the time and place of such sale, in the manner and for the time provided by the laws of the State of California, in force at the time of giving such notice.

Trustee may from time to time postpone the sale of all or any portion of said property by oral proclamation made to the persons assembled at the time and place previously appointed and advertised for such sale, and at the time of sale so advertised, or to which such sale may be postponed, may sell the property so advertised, or any portion thereof, at public auction, to the highest bidder for cash in legal tender of the United States of America, and Trustee is hereby authorized to require all bids at such sale to be accompanied by a tender of the full amount thereof in legal tender of the United States of America, and Beneficiary or Trustee hereunder, or any of their agents, may bid or become a purchaser at such sale; and upon such sale, trustee shall execute, and after due payment made, shall deliver to the purchaser a deed of the property so sold, without any warranty, express or implied, and out of the proceeds thereof shall pay, first, the expenses of sale and of these trusts, including reasonable compensation for trustee services, counsel fees and cost of policy of title insurance to said premises to time of sale, all to accrue on any default by said trustor hereunder; next, all amounts with interest due from trustor, and lastly, the surplus, if any, to the person legally entitled thereto, upon proof of such right.

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All recitals in any deed executed under these trusts, shall be conclusive proof of the truth of the matters or facts therein stated, and such deed shall be effectual and conclusive against trustor and all persons, and shall entitle the purchaser to immediate possession of the property thereby conveyed, and a receipt therein for the purchase money shall discharge such person from all obligation to see to the proper application of said money.

**TENTH:** Beneficiary may at any time by instrument in writing appoint a successor to, or discharge and appoint a new trustee in the place of, any trustee named herein or acting hereunder, which instrument executed and acknowledged by beneficiary and recorded in the office of the County Recorder of the county where said land is situated, shall be conclusive proof of proper substitution of such successor or new trustee, who shall have all the estate, powers and duties of said trustee predecessor.

**ELEVENTH:** Trustee may at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary, without affecting the personal liability of any person for the payment of the indebtedness secured hereby, or the effect of this deed of trust upon the remainder of said property:

- (a) reconvey any part of said property;
- (b) consent in writing to the making of any map or plat thereof, or (c) join in granting any easement thereon.

**THIRTEENTH:** Trustor hereby requests that a copy of any notice of default and any notice of sale hereunder be mailed to trustor at the address set opposite Trustor's signature hereto.

All the provisions of this instrument shall apply to and bind the legal representatives, successors and assigns of each party hereto, respectively, and all words used herein shall be construed to include the singular and plural number, the masculine, feminine and neuter gender and the present and future tense.

IN WITNESS WHEREOF, trustor has executed these presents.  
J.E. Rodda (J.E. Rodda)

Trustor's Address: 3333 El Camino Real, Palo Alto, Calif.

STATE OF CALIFORNIA )  
COUNTY OF SANTA CLARA )  
On this 7th day of January, Nineteen Hundred and Forty-two, before me, Elsie D. Rossi, a Notary Public in and for said Santa Clara County, personally appeared J.E. Rodda, a single man, known to me to be the person whose name is subscribed in the within instrument, and acknowledged that he executed the same.

WITNESS my hand and official seal.  
(NOTARIAL SEAL) Elsie D. Rossi, Notary Public in and for said County and State.  
FILING NO 238005

Filed for record at the request of San Jose Abstract & Title Insurance Co., Jan 10 1942 at 25 min. past 11 o'clock A.M.

Geo. A. Payne, Recorder  
E.S.O'Brien, Deputy Recorder

Fee 2.60 21 f  
copied 400. *P. Lora* 10 compared book *W. H. Smith*  
RECORDED IN BOOK 238005 PAGE 10

THIS DEED made this 1st day of December, 1941, by The Roman Catholic Archbishop of San Francisco, a corporation sole, as grantor, to The Permanente Metals Corporation, a corporation, as grantees,

**WITNESSETH:** The grantor hereby grants unto the grantees that certain parcel of land situate in the County of Santa Clara, State of California, which is particularly described as follows:

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RECORDED  
INDEXED  
FILED BY  
E. S. O'BRIEN  
CANCELED  
JAN 10 1942

Beginning at the most southerly corner of that certain 1.63 acre tract conveyed to the Roman Catholic Archdiocese of San Francisco by the Southern Pacific Company by deed dated October 28, 1939 and recorded February 11, 1941, in the office of the County Recorder of Santa Clara County, California, in Book 1020 of Official Records, at page 456 thereof, said point of beginning being in the southwesterly line of the San Antonio Rancho, as patented.

Running thence from said point of beginning along said Rancho line North 43° 10' 00" West a distance of 180.14 feet to a 2" iron pipe monument which bears South 43° 39' 39" East a distance of 151.62 feet from the point of intersection of said Rancho line with the northerly line of Lot 3 of Section 16, Township 7 South, Range 2 West, N.D.S. and M.; thence, leaving said Rancho line, South 69° 18' 29" East a distance of 1369.89 feet; thence, South 34° 51' 43" East a distance of 407.61 feet to the most Easterly corner of said 1.63 acre tract; thence along the southeasterly line of said 1.63 acre tract, South 42° 52' 28" West a distance of 80.85 feet; thence, continuing along said southeasterly line of 1.63 acre tract, westerly on a circular curve convex to the left having a radius of 766.98 feet, an arc distance of 318.14 feet (the chord of said curve bears South 51° 00' 00" West, 315.15 feet); thence, continuing along said southeasterly line of 1.63 acre tract, North 51° 00' 00" West, a distance of 50.00 feet, thence, continuing along said southeasterly line of 1.63 acre tract, South 38° 08' 35" West a distance of 67.23 feet; thence, continuing along said southeasterly line of 1.63 acre tract, South 34° 35' 37" West a distance of 121.26 feet, more or less, to said point of beginning, containing 15.4 acres, more or less.

TO HAVE AND TO HOLD the above described property unto the grantees and to its successors and assigns forever.

IN WITNESS WHEREOF, the grantor executes this deed by its duly constituted incumbent, the day and year first hereinabove written.

(CORPORATE SEAL)

THE ROMAN CATHOLIC ARCHDIOCESE OF SAN FRANCISCO,  
a corporation sole  
By John J. Mitty, Its Incumbent

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO) ss. On this 1st day of December, 1941, before me, Jetrude H. Wilson, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared John J. Mitty, known to me to be the President and Incumbent, of the corporation sole described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation sole therein named, and acknowledged to me that such corporation sole executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City and County of San Francisco, the day and year in this certificate first above written.

(NOTARIAL SEAL)

Jetrude H. Wilson, Notary Public in and for the City and County of San Francisco, State of California

My commission expires November 16, 1942

FILING NO 138005

Filed for record at the request of San Jose Abstract & Title Insurance Co., Jan 10 1942 at 26 min. past 11 o'clock A.M.

CEAS. A. PAINE, RECORDER  
E.B.O'Brien, Deputy Recorder

Fee 1.20 & 8 compared doc. compared book

**NOTICE OF INTENDED SALE FOR THE PURPOSE OF DISSOLVING CO-PARTNERSHIP TO ALL WHOM IT MAY CONCERN TAKE NOTICE:**

That Raymond Louis Hunter (widower) operating and doing business and known as Baron & Hunter Delicatessen, of the City of Palo Alto, County of Santa Clara, State of California, as Vendor intends to grant, sell and deliver to Mitchell Baron of the City of Palo Alto, County of Santa Clara, State of California, as Vendee (and the same Baron known as Baron & Hunter) the following described personal property to-wit: a full one-half interest in the business known as Baron & Hunter Delicatessen located in a portion of Reed and McCauley Food Mart, 560 Waverly Street, City of Palo Alto, County of Santa Clara, State of California, together with the equipment, machinery, fixtures, tools, furniture, shelves, merchandise, stock in trade, good will and lease covering premises where said business is conducted.

That the name and address of the intended vendee is Raymond Louis Hunter, 218 Mariposa Avenue, City of Palo Alto, County of Santa Clara, State of California, and now temporarily residing at Keeler Field, Mississippi, that the name and address of the intended vendor is Mitchell Baron, 478 Oregon Avenue, City of Palo Alto, County of Santa Clara, State of California.

That the date when and the place where the purchase price and consideration for the dissolution of the co-partnership of Baron & Hunter and the purchase of said personal property and the term of payment thereof is 10 o'clock a.m. on the 20th day of January, 1942 at the law office of Frank G. Hoge, Room Number 204, Hopkins Building, 310 University Avenue, City of Palo Alto, County of Santa Clara, State of California.

Raymond Louis Hunter (Raymond Louis Hunter) Vendor  
Mitchell Baron (Mitchell Baron), Vendee

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

On this 28 day of Nov. A.D. 1941, before me,

*Actual of Post 37 + 38*

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