

NOW THEREFORE, IT IS ORDERED that the whole of the Estate of said George C.Hill, deceased, consisting of said real property, be and the same is hereby assigned and set aside to Mina Hill, the surviving spouse of said deceased, subject to that certain trust deed, dated January 25, 1934, wherein George C.Hill was trustor, and Edward G.Angell was beneficiary, securing payment of a promissory note in the sum of \$425.00 of even date with said trust deed, wherein said George C.Hill was maker and said Edward G.Angell was payee; which said trust deed is of record in the office of the recorder of said County of Santa Clara in Vol. 677 of Official Records, page 20; and title to said real property shall and it does hereby vest absolutely in said Mina Hill, subject to said trust deed; and that there be no further proceedings in said estate unless further estate be discovered.

Dated: February 11, 1941.

R.R.Syer
Judge of the Superior Court.

ENDORSED FILED FEB 11 1941
FRANK W. HOGAN, CLERK
By Ralph F. Dethlefsen, Deputy

The foregoing instrument is a correct copy of the original on file in this office

ATTEST: FEB 11 1941
(COURT SEAL)

FRANK W. HOGAN County Clerk and ex-officio Clerk of the Superior Court of the State of California to and for the County of Santa Clara.
By Ralph F. Dethlefsen, Deputy

FILING NO 210094

Filed for record at the request of Leland H. Walker Feb 11 1941 at 5 min. past 2 o'clock P.M.

CHAS. A. PAYNE RECORDER
Syl C. Tully Deputy Recorder

Fee 1.20 \$f
compared doc.

compared book

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THIS INDENTURE, made this 31st day of January 1941, by and between Fred Lewis Foster, first party, and John Ernst Steinbeck and Carol J. Steinbeck, second parties,

WITNESSETH: THAT

WHEREAS, first party is the owner of that certain parcel of land in the County of Santa Clara, State of California, described as follows:

The North 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 8, Township 9 South, Range 1 West, Mt. Diablo Base and Meridian.
and

WHEREAS, second parties are the owners of that certain parcel of land in the County of Santa Clara, State of California, described in that certain Deed dated August 25, 1938, wherein Edna B. Stone is grantor and second parties herein are grantees, and which said Deed is of record in Volume 889 of Official records, page 340, Santa Clara County Records; and

WHEREAS, there now is a well-defined and improved road leading from the lands now owned by second parties over and across the lands now owned by first party to the Los Gatos-Santa Cruz Highway, which said road second parties have used for ingress to, and egress from, their said lands, and have maintained, surfaced, and repaired; and

WHEREAS, first party has likewise used said road for ingress to, and egress from, his said lands, and has benefited by the maintaining, surfacing, and repairing of said road;

NOW, THEREFORE, in consideration of the foregoing, first party does hereby grant to second parties, their heirs, assigns, and grantees, the right to use the hereinabove-mentioned road, as the same is now established over and across the above-described lands of first party, for ingress to the above-described lands of second parties from said Los Gatos-Santa Cruz Highway, and for egress from said lands of second parties to said Los Gatos-Santa Cruz Highway; and it is further understood and agreed:

1. That first party and his successors in interest shall have the right to use said road for ingress to, and egress from, said lands now owned by first party.
2. That first party shall not be liable for any part or portion of the cost of past, present, or future repairs, improvements, or alterations to said road, it being understood that such exemption from liability is personal to first party.
3. That first party, for and in consideration of said repair, improvement, and maintenance of said road, shall not grant to others the right to use said road for ingress to, and egress from, other lands than the tracts hereinabove-mentioned, unless and until second parties have given their written consent thereto.
4. That second parties shall have the right, at any and all reasonable times, to make any and all repairs, alterations, or improvements to said road as may seem necessary and convenient, and shall have the right to go upon said road or upon first party's

land immediately adjacent thereto for the purpose of making such repairs, alterations, or improvements.

5. That the acceptance of the foregoing grant by second parties shall not be an admission or acknowledgment by them that they have no rights to use the said road as it now exists.

IN WITNESS WHEREOF, the parties hereto have executed these presents in duplicate the day and year first above written.

Fred Lewis Foster
First Party
John Ernst Steinbeck
Carol Steinbeck
Second Parties

STATE OF CALIFORNIA) SS. On this 31st day of January in the year one thousand
COUNTY OF SANTA CLARA) nine hundred and forty one before me W. John Whisenant
a Notary Public, in and for the County of Santa Clara,
State of California, personally appeared Fred Lewis Foster known to me to be
the person whose name is subscribed to the within instrument and acknowledged to
me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official
Seal, at my office in the County of Santa Clara, the day and year in this certificate
first above written.

(NOTARIAL SEAL)

W. John Whisenant Notary Public in and for the
County of Santa Clara, State of California.
My commission expires June 3, 1942

STATE OF CALIFORNIA) SS. On this 6th day of Feb. in the year one thousand nine
COUNTY OF SANTA CLARA) hundred and forty one before me, H. L. Roberts a Notary
Public in and for the County of Santa Clara, State of
California, residing therein, duly commissioned and sworn, personally appeared
John Ernst Steinbeck and Carol Steinbeck husband and wife known to me to be the
persons whose names are subscribed to the within instrument and acknowledged to
me that they executed the same.

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

(NOTARIAL SEAL)

H. L. Roberts Notary Public in and for the County
of Santa Clara, State of California.
My Commission Expires Aug. 12-1944
FILING NO 210093

Filed for record at the request of San Jose Abstract & Title Insurance Co.
Feb 11 1941 at 3 min. past 2 o'clock P.M.

CHAS. A. PAYNE RECORDER
J. H. Thomas Deputy Recorder

Fee 1.50 10f
compared doc. compared book

DEED OF TRUST

THIS DEED OF TRUST, Made this 11th day of February, 1941, between Isabel
E. Eddlemon and Henry E. Eddlemon, wife and husband, herein called trustor, W.M.
Sonthelmer and Urban A. Sonthelmer, herein called trustee, and Guaranty Building
And Loan Association, a corporation, having its principal place of business at
San Jose, California, herein called the beneficiary,

WITNESSETH: That trustor hereby grants to trustee, in trust, with power
of sale, all that real property in the County of Santa Clara, State of California,
described as:

Lot Nineteen (19) in Block Fifteen (15) of the Subdivisions of the Lendrum
Tract, according to a Map of said Subdivision of record in the office of the
County Recorder of the County of Santa Clara, State of California, in Book "B"
of Maps, page 73.

Together with the rents, issues, and profits thereof.

FOR THE PURPOSE OF SECURING:

FIRST: Payment in lawful money of the United States of America of the
indebtedness evidenced by a promissory note of even date herewith executed by
trustor to beneficiary for thirteen hundred (\$1300.00) Dollars and interest
thereon (and any renewal or extension thereof), as by said note (and any renewal
or extension thereof) provided.

SECOND: Payment in like lawful money of such additional sum or sums as
may be hereafter by said beneficiary loaned, or advanced, or expended for; said
trustor, and interest thereon.

Assessments recorded
NOV - 4 1946
Recorder's Filing No. 431 380