

SPURLOCK

FROM THE PAPERS OF ED FLETCHER

FROM THE FILE LISTED "WALTER D. SPURLOCK" (Purchaser of property in Avocado Acres)

The following entire files were removed and placed in the alphabetized correspondence files:

ABSTRACT & TITLE INSURANCE CO., Santa Ana, Calif., 1930
CAIN, Morris A., attorney, Santa Ana, 1931
FIRST NATIONAL BANK, Santa Ana (various officials), 1930-31
ROCKWELL, C.D., Real Estate salesman from Dilts & Frerking (brokers), 1930
RUTAN & MISE, attorneys, Santa Ana, 1931
WELKER, J.N., real estate broker, Orange, Calif., 1930-31

Also removed and placed in the alphabetized correspondence files were the following letters:

Fletcher to ADAIR, A.B., 4/14/31
EDWARDS, S.B.
 Fletcher to Edwards, [2 letters] 4/29/31, 5/6/31
 Edwards to Fletcher, 5/3/31
Fletcher to EL MODENA MUTUAL WATER CO., 1/21/31
Fletcher to FIDELITY MUTUAL CORP., 7/30/30
Fletcher to FIRST NATIONAL TRUST & SAVINGS, [2 letters] 5/2/30, 5/12/30
Fletcher to FLETCHER, Ed, Jr., 1/9/31
FLETCHER, J.R.
 Fletcher, Ed to Fletcher, J.R., [2 letters] 3/25/31, 4/16/31
 Fletcher, J.R. to Fletcher, Ed, 4/20/31
Fletcher to ORANGE COUNTY TAX ASSESSOR, 6/3/31
SAN DIEGUITO IRRIGATION DISTRICT
 S.D. Irr. Dist. to Fletcher, 7/30/30
 Fletcher to S.D. Irr. Dist., 8/1/30
 S.D. Irr. Dist. to Spurlock, W.D., 9/15/30
SLOANE, Harrison G.
 Sloane to Spurlock, 8/5/30
 Sloane to Fletcher, [3 letters] 5/5/31, 6/6/31, 7/15/31
 Fletcher to Sloane, [2 letters] 7/15/31, 6/18/31
SMITH, L.M.
 Fletcher to Smith, [3 letters] 11/22/30, 11/24/30, 3/25/31
 Smith to Fletcher, [2 letters] 1/7/31, 4/15/31
Fletcher to SOUTHERN TITLE & TRUST CO. (Ed Sears), [2 letters] 5/13/30, 6/3/31

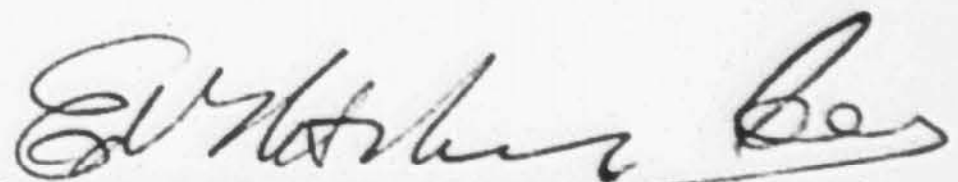
Mr. Sears:

Please check up on the enclosed release to Morse Construction Company and if there are no liens or deeds intervening, please record.

KLM

I heroby acknowledge receipt of the following numbered Republic of France Bonds:

0,706,253, 0,706,252, 0,706,251, 0,706,250, 0,706,249, 0,706,248, 0,706,247, and 0,706,246


(Signed)
By Ed Fletcher Agent

Order No.....

When recorded please return this instrument to

.....
.....
.....



Recorder's Form

GRANT DEED

TO

Dated....., 19.....

Filed for Record at the request of

..... A. D. 19....., at
.....minutes past.....o'clock.....M.
and Recorded in Book.....

page.....of Official Records,
Orange County, California.

Recorder.

By..... Deputy.



SANTA ANA, CALIFORNIA.

STATE OF CALIFORNIA,
County of Orange, } ss.

On this.....day of....., 19....., before me.....

a Notary Public in and for said County and State, personally appeared.....

..... known to me to be the person.....whose name..... subscribed to the

foregoing instrument and acknowledged to me that.....executed the same.

(SEAL)

Witness my hand and official seal.

Notary Public in and for the said County and State.

GRANT DEED

L. M. SMITH and ARTA E. SMITH, husband and wife,

in consideration of \$10.00 Dollars

to them in hand paid, the receipt of which is hereby acknowledged, do hereby

Grant to WALTER C. SPURLOCK, a widower,

all that real property situated in the County of Orange,

State of California, described as follows:

That portion of the East 10 acres of Lot Five (5) of El Modena Citrus Lands, as per Map thereof recorded in Book 6, page 32 of Miscellaneous Maps, Records of said Orange County, described as follows:

Beginning at the Southeast corner of said Lot 5, said Southeast Corner being in the center line of the certain 60 foot street adjoining said premises on the East, as shown on said Map; thence North 89° 30' West 640 feet; thence North 00° 13' East 229.68 feet to the true point of beginning; thence continuing North 00° 13' East 300.69 feet, more or less to a point in the North line of said Lot 5; thence West along the North line of said Lot 5, 319.78 feet, more or less to the Northwest corner of the East 10 acres thereof; thence South along the West line of said East 10 acres of Lot 5, 300.69 feet, more or less to the Southwest corner of said East 10 acres; thence East 319.78 feet, more or less, to the true point of beginning.

To Have and to Hold to the said grantee his heirs or assigns

Witness our hands this 7th day of September, 1927.

L. M. Smith

Arta E. Smith

Ed Fletcher Frerking
Santa Ana, Calif.

Received of Mr. W. W. Spurlock ^{single} ~~married~~ whose wife ^{is} ~~is~~ M. J. Spurlock ^{widow}

the sum of 2500.00 Dollars

as deposit and part payment on 2 acres adjoining McKern Property of Block of Legal Description

is for two (2) years from date hereof at no expense to BUYER, except water and taxes, SELLER to have the use of the land between the trees for two (2) years

The total purchase price of said property herein agreed to be purchased is the sum of 2500.00 Dollars, payable as follows: 250.00 as acknowledged above, and 135.00 on or before 180 days from date hereof and 135.00 each 180 days for five years - Bal due at that time.

and the balance of said purchase price shall be paid at the rate of 7% per cent of the total purchase price, including interest from date hereof at the rate of 7% per annum on deferred payments, payable Semi-Annual total in five years.

The said property is purchased subject to such restrictions, conditions, easements and reservations as may be set forth according to the terms of a contract in form prepared by the SELLER, same to be executed by the said purchaser on the demand of said seller or selling agent and subject to the restrictions, conditions, easements and reservations of record, and also easements now in use.

The purchaser shall pay any and all assessments by public authority hereafter coming due, together with any and all taxes assessed against said property.

The seller reserves the right to grade and improve said property in accordance with its plans of improvement of the tract, of which said property is a part.

This sale is made subject to the approval of Ed Fletcher Co., and in the event said sale is not approved said Ed Fletcher Co. reserves the right to refund all moneys paid hereunder, which the undersigned purchaser agrees to accept and hold said Ed Fletcher Co. and sellers harmless from any other obligations or liability hereunder.

Seller agrees at any time to release any parcel from said two (2) years' care providing the Buyer will move upon said property, build thereon and take care of this property himself. Seller agrees to contract with Buyer for two (2) years additional care at Seller's cost, plus 10%.

In the event purchaser refuses to sign such contract or otherwise fulfill the terms of this agreement the amount herein recited for shall become the property of Ed Fletcher Co., and shall be retained by it as a consideration for the rights and option hereby granted.

This property is bought on its own merits with the understanding that no liability whatsoever attaches to Ed Fletcher Frerking, or any of their associates, in connection with its further disposition.

It is expressly understood by the Buyer, that all acreage or fractional parts of an acre are figured to the center of streets.

THERE IS NO AGREEMENT RELATIVE TO RESALE.

I have read all of the above receipt and I agree to purchase said property on the above terms and conditions:

Address Route 4, Box 292 City of Anaheim, Calif.

W. W. Spurlock Purchaser.

E. L. & FRERKING

LICENSED
REAL ESTATE BROKERS

215 WEST SECOND ST.
SANTA ANA, CAL.

January 13, 1930

Col. Ed Fletcher.
San Diego, Calif.

I wish to purchase the following described property.

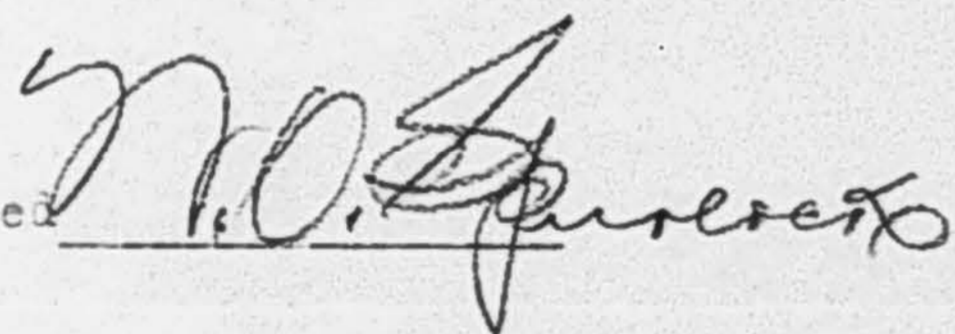
Lots 2-3-4-5-6 Avoc. Acres # 3 So. Coast Park, San Diego Co.
for the sum of two thousand dollars per. acre.

To be paid for as follows.

1. Two hundred and fifty dollars to be transferred from tract contracted by Mr. W.W. Spurlock.
2. I will transfer my interest in two and 15/100 acres of two year old avocados, together with three shares of water stock in the El Modina Mutual Water Co. at a valuation of \$5,750 subject to a mortgage of \$750.
3. The balance to be secured by a mortgage bearing 7% interest payable in 5 years.

Conditions: I wish to retain bulbs growing on my property at present time.
I will plant the San Diego property to budded avocados within 6 mo.

Signed



January 14, 1930.

Mr. W. O. Spurlock,
Santa Ana, California.

My dear Mr. Spurlock:

Answering yours of January 13th, regarding Lots 2, 3, 4, 5 and 6, Avocado Acres No. 3, San Diego County, California, will say I am willing to sell the property for \$2,000 per acre, acreage to be determined from the center of the road.

I am willing to transfer the \$250.00 as asked for.

Regarding the El Modina water stock and the 2.15 acres, I feel that you people are better able to dispose of this property than I am, and it puts me at a disadvantage. I am willing in lieu of any cash payment to take a second trust deed for \$2500.00, payable on or before one or two years from date, considering that a first payment, give you a deed to Lots 2 to 6 of Avocado Acres No. 3 and take back a trust deed, bearing 7 percent interest, payable on or before 5 years, and giving you immediate possession.

What I want is to give you a year or two to sell your own property and give us the money from the sale of your property at the money comes in. If you sell it and take in only \$1,000 and \$1,000 a year, I am willing to change the terms to conform. I assume that all you want is to eliminate the necessity of putting up any cash at this time.

Yours very truly,

EF:KLM

STRAIGHT NOTE

Santa Ana, California,
January 21, 1930

\$2,500

Two years - - - - - after date, for value received,
I, Walter Spurlock promise to pay to ED FLETCHER, or order,
at The First National Bank at Santa Ana, California
the sum of Twenty-five Hundred - - - - - Dollars
with interest from date until paid, at the rate of 7 percent
per annum, payable semi-annually.

Should the interest not be so paid it shall be added to the
principal and thereafter bear like interest as the principal.
Should default be made in the payment of any installment of
interest when due, then the whole sum of principal and
interest shall become immediately due and payable at the option
of the holder of this note. Should suit be commenced to collect
this note or any portion thereof, such sum as the Court may
deem reasonable, shall be added hereto as attorney's fees
Principal and interest payable in lawful money of the United
States of America. This note is secured by a certain Deed of
Trust to the FIRST NATIONAL BANK OF SANTA ANA, a corporation.

WALTER SPURLOCK

When all the notes secured by the Deed of
Trust have been paid, all the notes and the
Deed of Trust must be presented to The First N
National Bank of Santa Ana together with
proper request for reconveyance before the
Deed of Trust will be released.

May 12, 1930.

FOR VALUE RECEIVED I hereby sell, assign and transfer all my
right title and interest in and to ~~the within note~~
to THE FIRST NATIONAL ~~BANK OF SANTA ANA~~ TRUST & SAVINGS BANK
of San Diego.

ED FLETCHER

INSTRUCTIONS AS TO USE OF THIS DEED OF TRUST

A true copy of the original note or notes, including copy of signatures, must be set forth in or firmly attached to this Deed of Trust.

The form of note printed herein is designated a Straight Note. A note providing for payment of both principal and interest in installments, or for payment of principal only in installments, with interest extra, may be used in place of the straight note.

Printed forms of this Deed of Trust and of either straight or installment notes will be furnished on request.

This Deed of Trust may be executed by a corporation, in which case the corporation form of acknowledgement must be used.

In all cases the note or notes, and this Deed of Trust, must be surrendered to the Trustee for cancellation when full reconveyance is requested, accompanied by the written request of the Beneficiary for such reconveyance. In case of partial reconveyance, this Deed of Trust, together with the note or notes secured thereby, must be presented to the Trustee for endorsement.

A reasonable fee will be charged by the Trustee for each partial or full reconveyance, with a minimum fee of \$2.50.

TRUSTEE'S FEES FOR FORECLOSURE

The Trustee's fee, exclusive of posting, advertising and other expenses, in any ordinary sale of property in Orange County will be based upon the following schedule:

When Deed of Trust secures a sum:

Not exceeding	\$ 750.00.....	\$ 75.00
Over \$ 750.00 and not exceeding....	2,000.00.....	100.00
Over 2,000.00 and not exceeding....	5,000.00.....	150.00
Over 5,000.00 and not exceeding....	7,500.00.....	200.00
Over 7,500.00 and not exceeding....	10,000.00.....	250.00
Over 10,000.00 and not exceeding....	15,000.00.....	300.00
\$50.00 for each \$5,000.00 or fraction thereof over \$15,000.00.		

Deed of Trust

WITH POWER OF SALE

TO

**The First National
Bank of Santa Ana**

AS TRUSTEE FOR

Dated, 19.....

Filed for Record at the request of

A. D. 19.....

at.....min. past.....o'clock

M., and recorded in Vol.....

of Deeds, Page....., Orange County
Records.

Recorder.

By.....
Deputy Recorder.

Order No.

When Recorded Please Mail to:

Deed of Trust

This Deed of Trust, made this 21 day of January, 1930,

Between BALTER SPURLOCK, a widower

....., herein called
TRUSTOR, *THE FIRST NATIONAL BANK OF SANTA ANA*, a corporation, of Santa Ana, California, herein
called TRUSTEE, and Ed Fletcher

....., herein called BENEFICIARY,

Witnesseth: THAT TRUSTOR hereby GRANTS to TRUSTEE, IN TRUST, WITH POWER OF SALE, all
that property in the.....

County of Orange, State of California, described as:

For the Purpose of Securing:

FIRST: Payment of the indebtedness evidenced by.....promissory note.....(and any renewal or
extension thereof) substantially in form as follows:

Straight Note

\$ 2500.00

Santa Ana, California, January 21, 1930

Two years - - - - -

after date,

for value received, I, Walter Spurlock promise to pay

to Ed Fletcher

, or order,

at The First National Bank at Santa Ana, Calif

the sum of Twenty-five Hundred - - - - - Dollars,

with interest from date until paid, at the rate of 7

per cent. per annum, payable semi-annually

Should the interest not be so paid it shall be added to the principal and thereafter bear like interest as the principal. Should default be made in the payment of any installment of interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Should suit be commenced to collect this note or any portion thereof, such sum as the Court may deem reasonable, shall be added hereto as attorney's fees. Principal and interest payable in lawful money of the United States of America. This note is secured by a certain DEED OF TRUST to THE FIRST NATIONAL BANK OF SANTA ANA, a corporation.

WALTER SPURLOCK

When all the notes secured by the Deed of Trust have been paid, all the notes and the Deed of Trust must be presented to The First National Bank of Santa Ana together with proper request for reconveyance before the Deed of Trust will be released.

SECOND: Payment and/or performance of every obligation, covenant, promise or agreement herein contained.

To Have and to Hold said property upon the following express TRUSTS, to-wit:

A. Trustor promises and agrees, during continuance of these Trusts:

1. For the purpose of protecting and preserving the security of this Deed of Trust: (a) to properly care for and keep said property in good condition and repair; (b) not to remove or demolish any building or improvement thereon; (c) to complete in good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; (d) to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; (e) not to commit or permit any waste or deterioration thereof; (f) not to commit, suffer or permit any act to be done in or upon said property in violation of any law or ordinance; (g) to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary to protect and preserve said security, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire insurance policy shall be credited first, to accrued interest; next, to expenditures hereunder and any remainder upon the principal, and interest shall thereupon cease upon the amount so credited upon principal; provided, however, that at option of Beneficiary, the entire amount so collected or any part thereof may be released to Trustor, without liability upon Trustee for such release.

3. To appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust, the interests of Beneficiary or the rights, powers and duties of Trustee hereunder; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary and/or Trustee may appear.

4. To pay: (a) before default or delinquency, all taxes, assessments or incumbrances (including any debt secured by Deed of Trust), which appear to be prior liens or charges upon said property or any part thereof, including assessments on appurtenant water stock, and any accrued interest, cost or penalty thereon; (b) all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for Sale, as hereinafter provided.

5. To pay within thirty days after expenditure, without demand, all sums expended by Trustee or Beneficiary under the terms hereof, with interest from date of expenditure at the rate of ten per cent. per annum.

B. Should Trustor fail or refuse to make any payment or do any act, which he is obligated hereunder to make or do, at the time and in the manner herein provided, then Trustee and/or Beneficiary, each in his sole discretion, may, without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof:

1. Make or do the same in such manner and to such extent as may be deemed necessary to protect the security of this Deed of Trust, either Trustee or Beneficiary being authorized to enter upon said property for such purposes, and in case the said property is vacated or abandoned the said Trustee may, in its discretion, take possession without notice and use all necessary means to protect the same or make the same productive;

2. Commence, appear in or defend any action or proceeding affecting or purporting to affect the security of this Deed of Trust, the interests of Beneficiary or the rights, powers and duties of Trustee hereunder, whether brought by or against Trustor, Trustee or Beneficiary; or

3. Pay, purchase, contest or compromise any prior claim, debt, lien, charge or incumbrance which in the judgment of either may affect or appear to affect the security of this Deed of Trust, the interests of Beneficiary or the rights, powers and duties of Trustee hereunder;

Provided, that neither Trustee nor Beneficiary shall be under any obligation to make any of the payments or do any of the acts above mentioned, but, upon election of either or both so to do, employment of an attorney is authorized and payment of such attorney's fees is hereby secured.

C. Trustee shall be under no obligation to notify any party hereto of any action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.

D. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.

E. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the note secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon any of said property remaining:

1. Reconvey any part or all of said property;
2. Consent in writing to the making of any map or plat thereof; or
3. Join in granting any easement thereon.

F. Upon surrender to Trustee, for cancellation, of this Deed of Trust and the note secured hereby, Trustee, upon written request of Beneficiary shall reconvey, without warranty, the estate then held by Trustee and the grantee in such reconveyance, or in any reconveyance provided for in paragraph E herein, may be described in general terms as "the person or persons legally entitled thereto," and Trustee is authorized to retain this Deed of Trust and such note. The recitals in such reconveyance of any matters or facts shall be conclusive proof against all persons of the truthfulness thereof.

G. 1. Should breach or default be made by Trustor in payment of any indebtedness and/or in performance of any obligation, covenant, promise or agreement herein mentioned, then Beneficiary may declare all sums secured hereby immediately due, and in such case, shall execute and deliver to Trustee a written Declaration of Default and Demand for Sale and shall surrender to Trustee this Deed of Trust, the note and receipts or other documents evidencing any expenditure secured hereby. Thereafter there shall be recorded in the office of the recorder of the county or counties wherein said real property or some part thereof is situated, a notice of such breach or default and of election to sell or cause to be sold the property to satisfy the obligations hereof.

2. After three months shall have elapsed following such recordation of said notice, Trustee, without demand on Trustor, shall sell said property as herein provided, having first given notice of the time and place of such sale in the manner and for a time not less than that required by the laws of the State of California for sales of real property under Deeds of Trust.

3. Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time fixed by the preceding postponement; and without further notice it may make such sale at the time to which the same shall be so postponed; provided, however, that the sale or any postponement thereof must be made at the place fixed by the original notice of sale, which place of sale, in the discretion of the Trustee, may be in the City of Santa Ana, California, regardless of the location of the property.

4. At the time of sale so fixed, Trustee may sell the property so advertised, or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States of America, all payable at time of sale, and after any such sale and due payment made, shall execute and deliver to such purchaser a deed or deeds conveying the property so sold, but without covenant or warranty, express or implied, regarding title, possession or incumbrances. Trustor hereby agrees to surrender immediately and without demand possession of said property to such purchaser. The recitals in such deed or deeds of any matters or facts affecting the regularity or validity of said sale shall be conclusive proof of the truthfulness thereof and such deed or deeds shall be conclusive against all persons as to all matters or facts therein recited. Trustee, Beneficiary, any person on behalf of either, or any other person, may purchase at such sale.

H. Trustee shall apply the proceeds of any such sale to payment of:

1. (a) Expenses of sale, including posting and advertising; (b) all costs, fees, charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale;
2. All sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten per cent. per annum;
3. Accrued interest on said note;
4. Unpaid principal of said note; or if more than one, the unpaid principal thereof pro rata and without preference or priority; and
5. The remainder, if any, to the person or persons legally entitled thereto, upon proof of such right.

I. This Deed of Trust in all its parts applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

J. 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, the Trustor has executed this Deed of Trust, the day and year first above written.

WALTER SPURLOCK

STATE OF CALIFORNIA, } ss.
County of Orange, }

On this 21st day of January, 19 30,

before me, E. L. FRERKING, a Notary Public in and for said County,

personally appeared WALTER SPURLOCK

known to me to be the person whose name subscribed to the within instrument, and acknowledged that he executed the same.

WITNESS my hand and official seal.

E. L. FRERKING

Notary Public in and for said County and State.

DILTS & FRERKING

LICENSED
REAL ESTATE BROKERS

215 WEST SECOND ST.
SANTA ANA, CAL
January 27, 1930

Col. Ed. Fletcher
1020 Ninth St.
San Diego, Calif.

Dear Col. Fletcher:

I wish to inform you of my full intention to pay the interest and principal when due on the trust deed you hold on my El Modina property. It is also my full intention to pay the first trust deed, held by Mr. Welker 129 S Glassell St. Orange, of \$750 when due.

I have 300 budded avocados that I will plant on the property I am buying from you now and as fast as my other trees become large enough I will plant them. I am very anxious to get started and I will do my best to pay off as soon as possible.

Yours very truly,

Walter Spurlock

Santa Ana, California
February 3, 1930.

Morse Construction Company,
San Diego, California.

Gentlemen:

In consideration of your accepting the \$2500.00 Trust deed, payable in two years, secured by Deed of Trust on 2.15 acres in Orange County, California, in case of failure to pay said Promissory note and in case you are forced to take over said property under foreclosure, I personally agree to see that an easement for a right of way is secured to have access to the property mentioned in the Deed of Trust, without expense to you.

Yours very truly,

Walter Spurlock

(copy)

Santa Ana, California,
February Eighth, 1930.

Mr. Ed Fletcher,
1020 Ninth Street,
San Diego, California.

Dear Mr. Fletcher:

I have pledged to pay off, when it becomes due, the \$750, a first lien on the property which I am putting up as security for the \$2500 payment to apply on the Avocado Acres No. 5 property.

When this is paid I will have released three shares of water stock in the El Modena Mutual Water Company and agree to assign this water stock to you as an additional security for the \$2500 trust deed heretofore executed.

Yours very truly

(signed) Walter O. Spurlock

San Diego, California,
February 26, 1930.

Mr. Ed Fletcher,
1020 - 9th Street,
San Diego, Calif.

Dear Sir:

In the second Deed of Trust dated January 21, 1930 to the First National Bank of Santa Ana in favor of Ed Fletcher, you are authorized to insert the words " a widower" after my name, to show my status.

Yours truly,

May Eighth
1 9 3 0

Mr. Walter Spurlock
Route 4, Box 292
Anaheim, California

Dear Mr. Spurlock:

Enclosed herewith find bill of the
Abstract and Title Insurance Company
for \$25.00, charges for bringing down
the certificate on your Orange County
property.

We understood from Mr. Rockwell that you
had paid the account some time ago, but
the Title Company wrote us under date of
May 6th that the bill has not been paid.

I would appreciate it if you would take
care of this promptly.

Yours very truly,

EF:EK
Enc.

May Twentieth
1 9 3 0

Mr. Walter O. Spurlock ✓
Route 4, Box 292
Anaheim, California.

My dear Mr. Spurlock:

All the papers have been recorded, the title
is clear and I am anxious to know when you
are going to complete the planting of the
avocado trees.

Yours very truly,

EF:EK

May 24, 1930.

Mr. W. O. Spurlock,
Route 4, Box 292,
Anaheim, California.

My dear Mr. Spurlock:

Enclosed herewith find Grant Deed which has just been returned from the Recorder's Office, conveying to you Lots 2 to 6, inc. of Avocado Acres No. 3.

We are enclosing also two bills in connection therewith, one from the Fidelity Mutual Corporation for accepting Trust Deed, for \$2.50, and one from the Southern Title & Trust Company for \$10.10, being \$7.50 for new owner insurance and \$2.50 for recording Grant Deed and \$1.10 for recording Trust Deed.

We would appreciate it if you will take care of these two accounts promptly, either by sending a check to us to take to these companies or mailing them a check direct.

Yours sincerely,

ED FLETCHER COMPANY

By

KLM

May Twenty-eighth,
1 9 3 0

Mr. W. O. Spurlock,
Rt. 4, Box 292,
Anaheim, Calif.

Dear Mr. Spurlock:

Answering yours of the twenty-fifth no doubt you have now received the papers and deed showing all papers recorded.

What land have you in mind that you desire to rent and care for?

I am sending you a paper map of Avocado Acres Nos. 2 and 3 showing what is sold.

Are you referring to the land in the valley east of Avocado Acres No. 3?

Yours very truly,

EF:ASK

May 29, 1930.

Mr. W. O. Spurlock,
Route 4, Box 252,
Anaheim, California.

My dear Mr. Spurlock:

Enclosed find bill for \$100.00,
for rent of 2 1/2 acres of land adjoining the Santa
Fe Railroad tracks which you have used for a crop.
Please send me a check for same.

Did you plant any other property
of mine on a rental basis?

Yours very truly,

EF:KLM

THE
FIRST NATIONAL BANK
TRUST AND SAVINGS
OF SAN DIEGO

June 4, _____, 1930.

First National Bank,
Santa Ana, California



Gentlemen:-

This is to advise you that the undersigned has this day assigned to
_____ THE FIRST NATIONAL TRUST & SAVINGS BANK OF SAN DIEGO, _____
all right, title and interest of the undersigned in and to the Promissory Note _____
made by Walter Spurlock, in favor of Ed Fletcher, _____
dated January 21, 1930 for the sum of \$ 2500.00 payment of
which is secured by your Deed of Trust No. _____ together with all rights accrued
or to accrue under said Deed of Trust securing same.

You are hereby authorized, empowered and directed to recognize said
Assignee to the extent of this Assignment.

Ed Fletcher

(Ed Fletcher) PAYEE.

The above mentioned assignment is hereby accepted, the undersigned
expressly representing to you that I am lawfully in possession of said Note.

THE FIRST NATIONAL BANK OF SAN DIEGO
[Signature]
ASSIGNEE.

Filed with The First National Bank this 24th
of Santa Ana
day of September, 1930 based upon the foregoing.

TRUST DEED NO. _____

THE FIRST NATIONAL BANK OF SANTA ANA
TRUSTEE.

Form 173-1m-7-29

[Signature]
and trust officer

CUYAMACA
SOLANA BEACH
FLETCHER HILLS
PINE HILLS
GROSSMONT
AVOCADO ACRES

Ed Fletcher Company
1020 NINTH STREET
SAN DIEGO, CALIFORNIA

June 6, 1950.

First National Bank,
San Diego, California.

Attention Mr. Lavery

Gentlemen:

Enclosed herewith find Deed of Trust
to The First National Bank of Santa Ana, as trustee for
Ed Fletcher, also Policy of Title Insurance No. 88149
covering the Spurlock property, to complete your file
on our assignment of said Spurlock note for \$2500.00
to your bank.

Yours very truly,

Ed Fletcher Co.
by K. L. May

KLM

June 6, 1950.

First National Bank,
San Diego, California.

Attention Mr. Lavery

Gentlemen:

Enclosed herewith find Deed of Trust
to The First National Bank of Santa Ana, as trustee for
Ed Fletcher, also Policy of Title Insurance No. 88149
covering the Spurlock property, to complete your file
on our assignment of said Spurlock note for \$2500.00
to your bank.

Yours very truly,

KLM

Papers
Received above described
THE FIRST NATIONAL TRUST AND BANK OF SAN DIEGO
[Signature]

June 23, 1930.

Mr. W. O. Spurlock,
Route 4, Box 252,
Anaheim, Calif.

My dear Mr. Spurlock

I have been more than fair with you and given you every opportunity in the world to acquire my property and develop it.

I simply must have and am counting on your paying me promptly the interest amounting to \$428.75 due on July 14th, and will you please send me by return mail a check for the rent which is \$100.00. I had this land rented to the Briggs Floral Company for \$100.00 and got them to cancel it and give it to you instead.

In addition I have advanced the money for the State and County taxes, the second half amounting to \$118.64, and the second half of the Irrigation District taxes, amounting to \$69.00, and must insist upon a check to reimburse me for this expense by return mail.

Yours very truly,

EF:KLM

116.64
69
185.64

July 19, 1930.

Mr. W. O. Spurlock,
Route 4, Box 252,
Anaheim, California.

My dear Mr. Spurlock:

Your back taxes which are delinquent, amounting to \$185.64, and your interest which is due amounting to \$428.75 must be paid, as I simply must have the money at this time.

Yours very truly,

EF:KLM

P. S. Enclosed find bill from the Abstract Title & Insurance Company for \$25.00 charges. Will you please go into Santa Ana and pay this bill, or advise them to send the bill to you in the future, as I do not like to have overdue paper of this kind.

P. P.

RECEIPT FOR REGISTERED ARTICLE NO. 8200

..... fee paid. class postage paid., 1930
From E. J. Hill (Date)
..... (Street and number) (Post office and State)
Addressed to W. O. Spurlock (Address)
Anaheim (Post office and State)
Accepting employee will place initials in space below, indicating restricted delivery.
Return receipt fee in person Special delivery fee
Delivery restricted to addressee or order Postmaster, per



Post Office Department
OFFICIAL BUSINESS
REGISTERED ARTICLE
No. 6240
INSURED PARCEL
No. _____

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, \$300

POSTMARK OF DELIVERING OFFICE
ANAHEIM CALIF
JUL 26 1930
3 PM
REG

POSTMARK OF DELIVERY OFFICE
SAN DIEGO CALIF
JUL 26 1930
REG

Return to *E Fletcher Co*
(NAME OF SENDER)
Street and Number, }
or Post Office Box, } *Box 1412*

Post Office at *SAN DIEGO, CALIF.*
State _____

Rev. 3-24 05-1116

Post Office Department
OFFICIAL BUSINESS
REGISTERED ARTICLE
No. 634
INSURED PARCEL
No. _____

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, \$300

POSTMARK OF DELIVERING OFFICE
ANAHEIM CALIF
JUL 26 1930
3 PM
REG

POSTMARK OF DELIVERY OFFICE
SAN DIEGO CALIF
JUL 26 1930
REG

Return to *E Fletcher Co*
(NAME OF SENDER)
Street and Number, }
or Post Office Box, } *Box 1412*

Post Office at *SAN DIEGO, CALIF.*
State _____

Rev. 3-24 05-1116

July 24, 1930.

Mr. Walter O. Spurlock,
Route #4, Box 292,
Anaheim, California.

My dear Mr. Spurlock:

This is to notify you that you are not properly caring for the place at Avenida Arcos No. 3.

The place needs immediate attention and it will be necessary for us to take possession and cancel your trust deed if the trees are not properly irrigated within one week from date.

Please let us hear from you by return mail as to whether or not you are going to pay the amount that is due.

Yours very truly,

EF:KLM

July 30, 1930.

Mr. W. O. Spurlock,
Route 4, Box 292,
Anaheim, California.

Dear Sir:

Because of your failure to pay interest and taxes on your trust deed note which are now in default, we have instructed the Fidelity Mutual Corporation to start foreclosure proceedings and are today taking possession of the property.

Yours very truly,

EF:
KLM

*634
Spurlock
E Fletcher*

RETURN RECEIPT.

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

A. O. Spurlack
(Signature or name of addressee.)

(Signature of addressee's agent.)

Date of delivery, *1/12*

1930

Form 3811

GOVERNMENT PRINTING OFFICE

• 6-1116

RETURN RECEIPT.

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

W. J. Spurlack
(Signature or name of addressee.)

W. J. Spurlack
(Signature of addressee's agent.)

Date of delivery, *7-26*

1930

Form 3811

GOVERNMENT PRINTING OFFICE

• 6-1116

August Second
1 9 3 0

Mr. W. O. Spurlock ✓
Route 4, Box 292
Anaheim, California.

Dear Mr. Spurlock:

Answering your letter which arrived this morning will say you have only yourself to blame. You have answered none of my letters and paid no attention to the bills that were sent you. I had to take official action a day or so ago declaring forfeiture and no doubt you have received the official notice.

I also find that you are delinquent \$110.00 to the irrigation district as well as delinquent in your taxes to say nothing of what you owe me.

I had Mr. Briggs and Mr. Conner personally investigate and they found out that the trees were in danger of dying from lack of care and water so the day we gave official notice we stepped in and irrigated the trees to save them from dying.

I did not even know when you came to San Diego until a short time ago. You should have made arrangements by telephone for I am a busy man and over the whole country. As we have your father's guarantee it would be advisable for both you and your father to come to San Diego. Let me know when you are coming in advance and bring your wife as well. Be prepared to sign papers to straighten things out, otherwise there will be heavy expense in relation thereto.

This has been a most unfortunate deal all the way around. I lost one deal of the property in order to sell to you. You gave a second trust deed as a first payment and I haven't received a dollar on it and I have had to pay out \$1500.00 in cash commissions and \$250.00 on the Rockwell-Dixon note besides having all this trouble, worry and expense and no payments from you.

Spurlock
July interest
Taxes =
Stow notice
Spurlock 2.50
must have note
to foreclose

I don't think I have been treated right by you at all and unless you and your father come down here and straighten things out in the very near future it will be costly for all concerned.

Yours very truly,

EF:MK

Quitclaim Deed

WALTER O. SPURLOCK,

a single man

Ten and no/100 -----

vs

ED FLETCHER and MARY C. B. FLETCHER

Husband and wife as joint tenants

San Dieguito Irrigation District and in the

Lots Two (2), Three (3), Four (4), Five (5) and Six (6), of Avocado Acres
No. 3, San Diego County, California, as per map thereof No. 2063 filed in
the office of the County Recorder of said San Diego County, Oct. 3, 1927.

September Sixth,
1 9 3 0

Mr. W. O. Spurlock, ✓
R. 4, Box 272,
Anaheim, Calif.

My dear Mr. Spurlock:

Mr. C. D. Rockwell told me the other day that you
would be down and either pay up the money in full
or would give a quitclaim deed and clean up every
thing.

I have waited patiently now for ten days, heard
nothing and unless I hear from you by the tenth
of September I shall proceed to sell the property
under foreclosure and you will be running a risk
of taking a good stiff deficiency judgment.

You are making a mistake in handling this matter
this way.

Please let me hear from you by return mail.

A copy of this letter has been sent to Mr. C. D.
Rockwell.

Yours very truly,

EF:ASK

XX
XX

September Fifteenth,
1 9 3 0

Mr. W. O. Spurlock,
Rt. 4, Box 292,
Anaheim, Calif.

My dear Mr. Spurlock:

Not having heard from you I assume that there is nothing for me to do but take final action by foreclosure which I will do on Wednesday of this week.

I regret very much that you have not come down to see me or sent the release as promised.

Yours very truly,

EF:ASK

October second,
1 9 3 0

Miss May:

Get me all the data to furnish an official notice to Spurlock cancelling both ~~trust~~ trust deeds. Give me the dope, the number of the trust, etc., so I can get official notice immediately. Please have me write Sloane immediately.

EF.

For official cancellation of trust deeds, the note must be surrendered to the Trustee and these will have to be secured from the First National Bank, where they have been put up as collateral. Sloane has written Spurlock once that trust deed would be cancelled if not paid.

Handwritten notes:
The...
26...
...

October Fourth,
1 9 3 0

Spurlock

Miss May:

I have just made a deal with Sloane whereby for \$10 apiece they will send out their first official notice of cancellation. In other words I will have to pay \$20 for an official notice.

Please get these papers prepared immediately giving official notice of cancellation of both trust deeds and put it down in their hands but have me write a letter which I will dictate to you whereby we only pay \$20 in case we get a settlement.

Trust #432 - Fidelity Mutual Corp. \$12,250⁰⁰

Trust on Orange Co. property
2. First National Bank of Santa Ana
Dated 1/21/30 \$2500⁰⁰

October Tenth,
1 9 3 0

Mr. W. O. Spurlock,
333 W. Cota St.,
Santa Barbara, Calif.

I suppose you know time is running against you and there are foreclosure proceedings both on the \$2500 trust deed and the \$12,250 trust deed.

I have paid out all together \$1750 to Rockwell and Dixon for commissions on the sale of the property to you.

If you will refund me the \$1750 I will cancel the \$2500 trust deed and call everything off.

You have paid no interest, have not paid for meter or water bill and have not paid me any interest but have had the use of the land in Avocado Acres No. 3 so I am the one that has been just as badly damaged as you have.

Please let me know by return mail if you will accept my offer of settlement.

As sure as fate when the property is sold it will be sold at a loss and there will be a deficiency judgment hanging over your head for years.

You are making a mistake of your life in letting things run as you are.

I am sending this letter by registered mail so there may be no misunderstanding as to your receiving notice.

Yours very truly,

EP:ASK

January Tenth,
1 9 3 1

Mr. W. W. Spurlock,
Box 291, R. D. #4,
Anaheim, Calif.

My dear Mr. Spurlock:

My son saw your son, W. O. Spurlock, yesterday and the meeting was entirely unsatisfactory.

I agreed to give your son a discount of a thousand dollars on the \$2500 trust deed if he would quitclaim the avocado Acres property to me and give him two years time only paying interest to work out his salvation.

He knows that I paid Dixon and Rockwell \$1500 cash commission for making the sale so I am out the use of my land, I am out several hundred dollars and I find your son ran up a bill of two or three hundred dollars for pipe and owes the water company \$110 which is a lien against my property here.

In the conversation yesterday which you heard, between my son and your son, he told my son that there was no easement and would be no easement to the property, also that the water stock was not purtenant to the land and that I would have to buy water stock if I foreclosed, intimating that he was going to repudiate his written obligation to me.

Before I would accept the trust deed in payment I insisted upon and got from your son agreements, copies of which are herewith enclosed, dated February third, and February eighth.

I consider that I have been treated shamefully by your son and unless I can have some definite settlement within the next week no matter what the cost, I am going to see that your son pays the penalty..

My last offer is as follows:

First, That I be paid \$1000 in cash
and give back a trust deed to my property.

First . That I be paid \$1000 in cash
and give back a deed to my property. This will cost me
a net loss of over \$1000.

Second. Deed the Avocado Acres property
back to me now and your son pay \$1250 w thin a year at
7% interest in which case I will relinquish any claim
to the \$2500 trust deed after the \$1250 is paid.

I am appealing to you as a father to
a father for your son has ever done me the courtesy
of replying to one of my letters.

Now, I please have a reply from you
by return mail one way or the other after taking the
matter up with your son?

Yours very truly,

BF:ASK

Post Office Department

OFFICIAL BUSINESS

REGISTERED ARTICLE

No. 27964

INSURED PARCEL

No. _____

Return to Ed Fletcher Co.

Street and Number,
or Post Office Box, } _____

SAN DIEGO,
CALIFORNIA.

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, \$300



POSTMARK OF DELIVERING OFFICE

AND DATE OF DELIVERY

Post Office Department

OFFICIAL BUSINESS

REGISTERED ARTICLE

No. 27850

INSURED PARCEL

No. _____

Return to Ed Fletcher Co.

Street and Number,
or Post Office Box, } _____

Post Office at _____

State _____

SAN DIEGO, CALIF.

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, \$300



POSTMARK OF DELIVERING OFFICE

AND DATE OF DELIVERY

Rev. 3-24

08-6110

MEMORANDUM OF AGREEMENT

o o o o o o o

THIS MEMORANDUM OF AGREEMENT made this _____ day
of May, 1931, by and between ED FLETCHER, of San Diego,
California, and W. O. SPURLOCK, of Orange County, California,

W I T N E S S E T H

WHEREAS the said parties hereto have agreed upon
a settlement of their difficulties with regard to two trust
deeds held by Ed Fletcher against property standing in the
name of W. O. Spurlock in the Counties of San Diego and Orange,
respectively, under which agreement the said W. O. Spurlock is
to convey the title to said properties to the said Ed Fletcher
in consideration of the payment of the sum of \$450.00, of which
\$50.00 is considered as Attorney's fees for the services of
Morris Cain as Attorney for said W. O. Spurlock.

NOW THEREFORE, in addition to the foregoing, it
is agreed as follows:

The said Ed Fletcher hereby releases said W. O.
Spurlock from any and all claims or demands whatsoever arising
out of their dealings heretofore, and agrees to assume any
indebtedness standing against the San Diego property by reason
of taxes, assessments, water charges and pipe lines installed
thereon; also any taxes or assessments standing against the
property in Orange County; to-wit: The said W. O. Spurlock
to be relieved from any further liability or charges whatsoever
in connection with either of said properties.

And the said W. O. Spurlock does hereby fully
release the said Ed Fletcher from any and all claims and demands
of whatever nature or kind arising out of business transactions
heretofore had between them.

IN WITNESS WHEREOF, the said parties have hereunto
set their hands the day and year hereinbefore first above
written.

MORRIS CAIN
ATTORNEY-AT-LAW
SANTA ANA, CAL.

RETURN RECEIPT

Re Spurlock

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

The First National Bank, Santa Ana, Cal.
(Signature or name of addressee.)

M M Hall
(Signature of addressee's agent.)

JAN 30 1931

1931

Date of delivery.
Form 3811

U. S. GOVERNMENT PRINTING OFFICE: 1929

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

W. O. Spurlock
(Signature or name of addressee)

W. O. Spurlock
(Signature of addressee's agent)

OCT 13 1930

1930

Date of delivery.
Form 3811

U. S. GOVERNMENT PRINTING OFFICE: 1929

5-6116

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT was made this _____ day of _____, 1931, by and between ED FITCHER, of San Diego, California, and W. O. SPURLOCK, of Orange County, California,

W I T N E S S E T H

WHEREAS the said parties hereto have agreed upon a settlement of their differences with regard to two tracts of land held by Ed Fitcher against property standing in the name of W. O. Spurlock in the County of San Diego and Orange, respectively, under a loan agreement the said W. O. Spurlock is to convey the title to said properties to the said Ed Fitcher in consideration of the payment of the sum of \$50.00, of which \$30.00 is considered as Attorney's fees for the services of Morris Cain as Attorney for said W. O. Spurlock.

NOW THEREFORE, in addition to the foregoing, it is agreed as follows: The said Ed Fitcher hereby releases said W. O. Spurlock from any and all claims or demands whatsoever arising out of their dealing heretofore, and agrees to assume any indebtedness standing against the San Diego property by reason of taxes, assessments, water charges and other lines installed thereon; also any taxes or assessments standing against the property in Orange County; to-wit: The said W. O. Spurlock to be relieved from any further liability or charges whatsoever in connection with either of said properties. And the said W. O. Spurlock does hereby fully release the said Ed Fitcher from any and all claims and demands of whatever nature or kind arising out of business transactions heretofore had between them. IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year hereinbefore first above

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MORRIS CAIN
ATTORNEY-AT-LAW
SANTA ANA, CAL.

SAN DIEGO, CAL. July 9, 1931

✓
Walter O. Spurlock

c/o Ed Fletcher

TO FIDELITY MUTUAL CORPORATION, DR.
OFFICE OF SECRETARY
649 SPRECKELS BUILDING

DR.

CR.

To Full Reconveyance of Trust Deed #432	\$	2	50		
---	----	---	----	--	--

(Lots 2 to 6, both inc. Avocado Acres #3)

*Paid
7/9/31
W. Spurlock*

Ed Fletcher Papers

1870-1955

MSS.81

Box: 27 Folder: 13

General Correspondence - Spurlock, Walter O.



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