

September 6, 1925.

Mr. C. O. Harbell,
Escondido, Calif.

My dear Mr. Harbell:

I acknowledge receipt of Policy
#20,502 - Great Republic Life - in the sum of \$5,000,
which has been assigned to me by you and your wife as
security for the \$5,000 note in my favor executed this
day.

Yours very truly,

EF:AH

Ed Fletcher Company
FLETCHER BUILDING
920 EIGHTH ST.
SAN DIEGO, CALIFORNIA

AGENTS
PINE HILLS
DEL MAR
GROSSMONT

September 6, 1923.

Union Title Company,
San Diego, California.

Gentlemen:

Enclosed herewith find Certificate No. 113802
also mortgage for \$5,000 signed by Ruth Harbell and
Carroll O. Harbell, also check for \$5,000, which please
pay to Mr. Harbell whenever you can furnish a certificate
of title showing the property free and clear of encumbrances,
excepting as follows:

Mortgage in the sum of \$13550, executed September 8, 1922.

Transfer of certain water rights from Carroll O. Harbell and
Ruth Harbell to Ed Fletcher now of record.

Mortgage in the sum of \$5,000 payable to Ed Fletcher on or
before three years from date.

Subject to state and county taxes due and payable next fall,
also subject to the rights of way heretofore granted.

All escrow charges, cost of recording deed and
bringing certificate of title down to date, also revenue
stamps on \$5000 note, will be paid for by Mr. Harbell and
is to be deducted from the \$5,000 coming to him.

There is now a second mortgage in the amount of
\$3,000, payable to W. H. Harbell, who will hand in to you a
release of mortgage and to whom is to be paid the \$3000 and
interest out of the \$5,000 coming to Mr. Harbell, and which
I am sending you this day.

When the transfer is completed please mail a check
for the balance of the money to Mr. C. O. Harbell, Escondido
and deliver to me the certificate of title to be kept with
the mortgage.

Yours very truly,

EF:KLM

September 6, 1923.

Union Title Company,
San Diego, California.

Gentlemen:

Enclosed herewith find Certificate No. 113802
also mortgage for \$5,000 signed by Ruth Harbell and
Carroll O. Harbell, also check for \$5,000, which please
pay to Mr. Harbell whenever you can furnish a certificate
of title showing the property free and clear of encumbrances,
excepting as follows:

Mortgage in the sum of \$13550, executed September 8, 1922.

Transfer of certain water rights from Carroll O. Harbell and
Ruth Harbell to Ed Fletcher now of record.

Mortgage in the sum of \$5,000 payable to Ed Fletcher on or
before three years from date.

Subject to state and county taxes due and payable next fall,
also subject to the rights of way heretofore granted.

All escrow charges, cost of recording deed and
bringing certificate of title down to date, also revenue
stamps on \$5000 note, will be paid for by Mr. Harbell and
is to be deducted from the \$5,000 coming to him.

There is now a second mortgage in the amount of
\$3,000, payable to W. H. Harbell, who will hand in to you a
release of mortgage and to whom is to be paid the \$3000 and
interest out of the \$5,000 coming to Mr. Harbell, and which
I am sending you this day.

When the transfer is completed please mail a check
for the balance of the money to Mr. C. O. Harbell, Escondido
and deliver to me the certificate of title to be kept with
the mortgage.

Yours very truly,

We acknowledge receipt of the above mentioned
papers and will follow instructions herein given.
We also acknowledge receipt of \$5000 note.

EF:KLM

September 7, 1923.

Great Republic Life Insurance Co.,
Los Angeles, California.

Gentlemen:

Herewith find inclosed Policy #20502
on the life of Carroll O. Harbell in the amount of
\$5,000, together with assignment executed by Carroll
O. Harbell and his wife, Ruth N. Harbell in my favor.

Will you kindly endorse this assign-
ment on the policy and return same to me at your
earliest convenience?

Yours very truly,

ED FLETCHER COM

BY



Great Republic Life Insurance Company

LOS ANGELES, CALIFORNIA

September 13, 1923.

Ed Fletcher Company,
Fletcher Bldg.,
920 Eighth St.,
San Diego, Calif.

Re: Policy #20502, Carroll O. Harbell

Gentlemen:

We are in receipt of your letter of the 7th enclosing the above numbered policy and affidavit in support of the assignment of this policy to you.

We are returning herewith the affidavit as it is customary for us to use our own form of assignment, made out in duplicate, as it enables us to keep a more complete record. It is also customary for us to receive both the original and duplicate copies of the assignment and after the proper record of same has been made and the duplicate copy placed in our files, the original is attached to the policy and forwarded to the assignee.

We are enclosing copy of our letter to Mr. Harbell, the policyholder, in which we forwarded our usual form of assignment with instructions for completing same.

Yours very truly,

GREAT REPUBLIC LIFE INSURANCE COMPANY

By *R. Harbell*

RTN/ED



Great Republic Life Insurance Company

LOS ANGELES, CALIFORNIA

September 13, 1923.

Mr. Carroll O. Harbell,
R.F.D.#1,
Escondido, Calif.

Re: Policy #20502

My dear Mr. Harbell:

We are in receipt of a letter from the Ed Fletcher Company, of San Diego, enclosing your policy, above numbered, and stating that you desire to assign same to them.

We are therefore enclosing herewith our usual assignment form, which kindly fill in as required by the form, signing same before a notary public, thereafter returning both copies to this office. Upon receipt of these completed forms, we will make the necessary record of the assignment, attaching the original copy to the policy which we will forward to the assignee, and placing the duplicate copy in the files of this office.

With best wishes, we are,

Yours very truly,

GREAT REPUBLIC LIFE INSURANCE COMPANY

By *R. Harbell*

RTN/ED

Los Angeles, California,
September 19, 1923.

My dear Mary:

I guess I have 'balled up' the situation in the Harbell matter. (xIf I remember rightly the escrow is with the Union Title Company as well as the certificate, and by mistake I sent it down to the Southern Title & Guaranty Company - all the papers. What I want is for you to call back the Southern Title & Guarantee Company escrow if I sent it there.) x) Have the Trust Deed executed in your name and the property deeded to the Union Title Company, subject to the \$13,500 on the first mortgage and subject to the usual rights of way heretofore granted, subject to state and county taxes due and payable next Fall. Also subject to a deed which you now have in your possession deeding to Ed Fletcher all the water rights.) (xPlease send the deeds to the water rights right down to the Recorder's office, put on stamps to the extent of \$2500 and record same and let the Certificate of Title show that transfer. Tell them that whenever this can be done you will put in the \$5,000 which is coming to Harbell.)

The \$5,000 payable to Harbell is to be paid for at the rate of \$100 per month and 7% interest payable quarterly, but the final balance due is all to be paid within three years. In other words he will pay \$100 per month for three years or \$3600 and at the end of three years pay the balance. He is to pay all trust expenses and certificates of title, recording, and all expenses of every kind. (xYou can take the \$5,000 from the Foster \$20,000 that comes from the Ed Fletcher Jr. mortgage. That deal will be consummated long before the Union Title Company can get their papers in shape and if they insist upon the \$5,000 check then you date a check ten days ahead and tell them not to cash it until I get back if you are short of money. x)

In haste,

Ed Fletcher.

L.M.S.

Miss Mary Fletcher,
San Diego,
California.

San Diego, Calif.,
September 20, 1923.

Great Republic Life Insurance Co.,
Los Angeles, Calif.

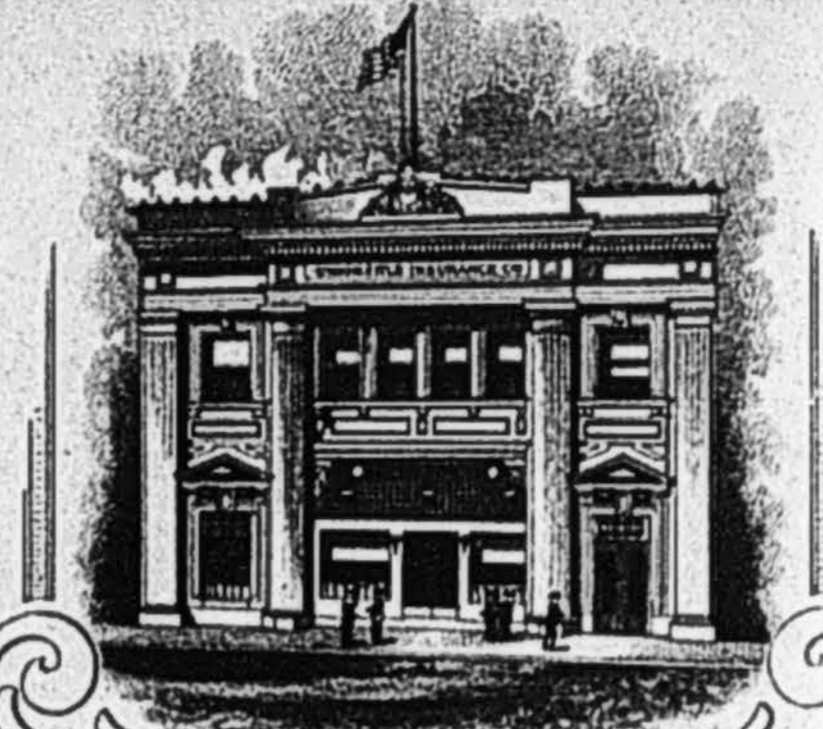
Gentlemen:

Enclosed please find assignment of interest in insurance policy No. 20502 which I have assigned to Ed Fletcher. Please make the necessary assignment on the policy which you hold and return same to Ed Fletcher, 920 - 8th Street, San Diego, Calif.

Yours truly,

C. O. Harbell

OFFICERS AND DIRECTORS:
 JOHN F. FORWARD, Sr. Pres. & Man.
 A. H. SWEET, Vice Pres.
 JOHN F. FORWARD, JR. Vice Pres.
 FREDERIC W. STEARNS, Vice Pres.
 JAS. D. FORWARD, Secy & Treas.
 WILLIAM H. ALLEN, JR.
 O. P. CLARK
 W. HERBERT ALLEN
 M. F. HELLER
 C. H. ENGLISH, Asst. Secy.



COUNSEL:
 A. H. SWEET
 FREDERIC W. STEARNS
 CHARLES H. FORWARD
 H. R. CONKLIN

UNLIMITED GUARANTEED CERTIFICATES
 OF TITLE AND TITLE INSURANCE POLICIES
 PROTECTED BY ASSETS AGGREGATING OVER
\$3,750,000.00
 TITLE GUARANTEES ISSUED JOINTLY WITH
 TITLE INSURANCE AND TRUST COMPANY
 OF LOS ANGELES

UNION TITLE INSURANCE COMPANY

1028 SECOND STREET
 SAN DIEGO, CAL.

In your reply refer
 September 21st, 1923 to our number 119419
 HKR.

Mr. Ed. Fletcher,
 920 Eighth Street.
 City.

Dear Sir:-

We acknowledge receipt of certificate of title and will prepare the papers as requested in your letter to us of September 20th.

We are in receipt of a release of a mortgage running from C.O. Harbell to William Harbell for \$3350.00 from the First National Bank of Escondido. Upon receipt of the amount of \$5000.00 we will be able to complete the transaction. This, of course, after we have completed the new certificate of title as requested.

Yours very truly,

UNION TITLE INSURANCE COMPANY.

By, *H. N. Rumburg*

Escrow Officer

HKR-KM

Handwritten notes:

4400 ^{met} to apr 25 31 ds
 4300 to may 8 13 ds
 3600 to may 27 19 ds
 3500 to june 25 29
 3500 to july 1 6 ds
 3400 to aug 19 49 ds
 3300 to sept 6 17

Arithmetic:

24.71	58	91
241	350	
10.11	1692	
76	11676	
1108	22	
222	156	
1692	992	
282	99	
7043		
		1740



Great Republic Life Insurance Company

LOS ANGELES, CALIFORNIA

September 21, 1923.

Ed Fletcher Company,
Fletcher Bldg.,
920 Eighth St.,
San Diego, Calif.

Re: Policy #20502, Carroll O. Harbell

Gentlemen:

We acknowledge receipt of original and duplicate copies of the assignment of the above numbered policy, to you as security for certain indebtedness.

We have made the proper notation of the assignment upon our records and have placed the duplicate copy of the assignment in our files. Enclosed is the original copy of the assignment, and Mr. Harbell's policy, #20502, which we are sending by registered mail.

Yours very truly,

GREAT REPUBLIC LIFE INSURANCE COMPANY

By *[Signature]*

RTN/ED

September 22, 1923.

Union Title Company,
San Diego, California.

119419

Gentlemen:

Enclosed find copy of letter which I received this morning from Mr. Fletcher relative to the Harbell-Fletcher escrow. Will you kindly amend the instructions to conform with the enclosed letter insofar as they differ.

Yours truly,

KLM

We acknowledge receipt of the above amended instructions and will act accordingly.

Union Title Ins. Co.
[Signature]
N. D.

October 5, 1923.

Union Title Insurance Co.,
San Diego, California.

Gentlemen:

Inclosed please find check for \$5,000
to complete the escrow #119419 with C. O. Harbell.

Yours very truly,

MEF:AH

Received the above mentioned check for \$5,000.

UNION TITLE INSURANCE CO.

AT Crane

San Gasquet Ranch
 Nov 2/23 Paid \$85,000
 Dec 1/23 33,000- 5,000-
 Jan 1/23 38,000- 78,000
 extended to March 1/24 5,000
 March 1/24 to be decided to 73,000
 Trust Co for a term of years
 on balance \$48,000-
 190
 March 73,000 - incl. to May 1st
 Paid 790.85 ✓
 May 1/24 18,000
 55,000

extended payment of 15,000 to
 Nov 1/24 6 1/2 % int gr. fr
 May 1/1924

District,
BLDG.

1-22-10m.
 IN CORRESPONDENCE REFER TO UNION TITLE COMPANY OF SAN DIEGO
 ORDER NO. 119419 N^o 9734 A
 ESCROW MEF SAN DIEGO, CAL. 10-5 1923
 Received from Ed Fletcher
 (C) Five thousand 00/100 DOLLARS
 Cash or Check \$ 5000.00
 To be used in accordance with written instructions of 10-5 1923
 CHECK DRAWN ON Merchants Natl UNION TITLE COMPANY OF SAN DIEGO
 BY HE Atwood

Post Office Department
 OFFICIAL BUSINESS
 REGISTERED MAIL
 No. _____
 INSURED PAID

REGISTERED
 OR
 INSURE
 VALUABLE
 MAIL

Return to Ed Fletcher Co
(NAME OF ADDRESSEE)

Street and Number,
 or Post Office Box

Post Office at SAN DIEGO CAL
 State _____

November 14, 1923

RECEIVED from ED FLETCHER

the sum of Two Thousand and no/100 - - - - - Dollars
 option on ranch as per my letter of November 14, 1923,
 conditions as mentioned in that letter to apply.

signed - C. O. HARBELL

On next payment of interest to San
 Pasqual Ranch Co. deduct \$37.⁵⁰ which amt
 was overpaid them.

original given to Miss Holden by E.F.

RETURN RECEIPT

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

GREAT BRITAIN LIFE INSURANCE COMPANY

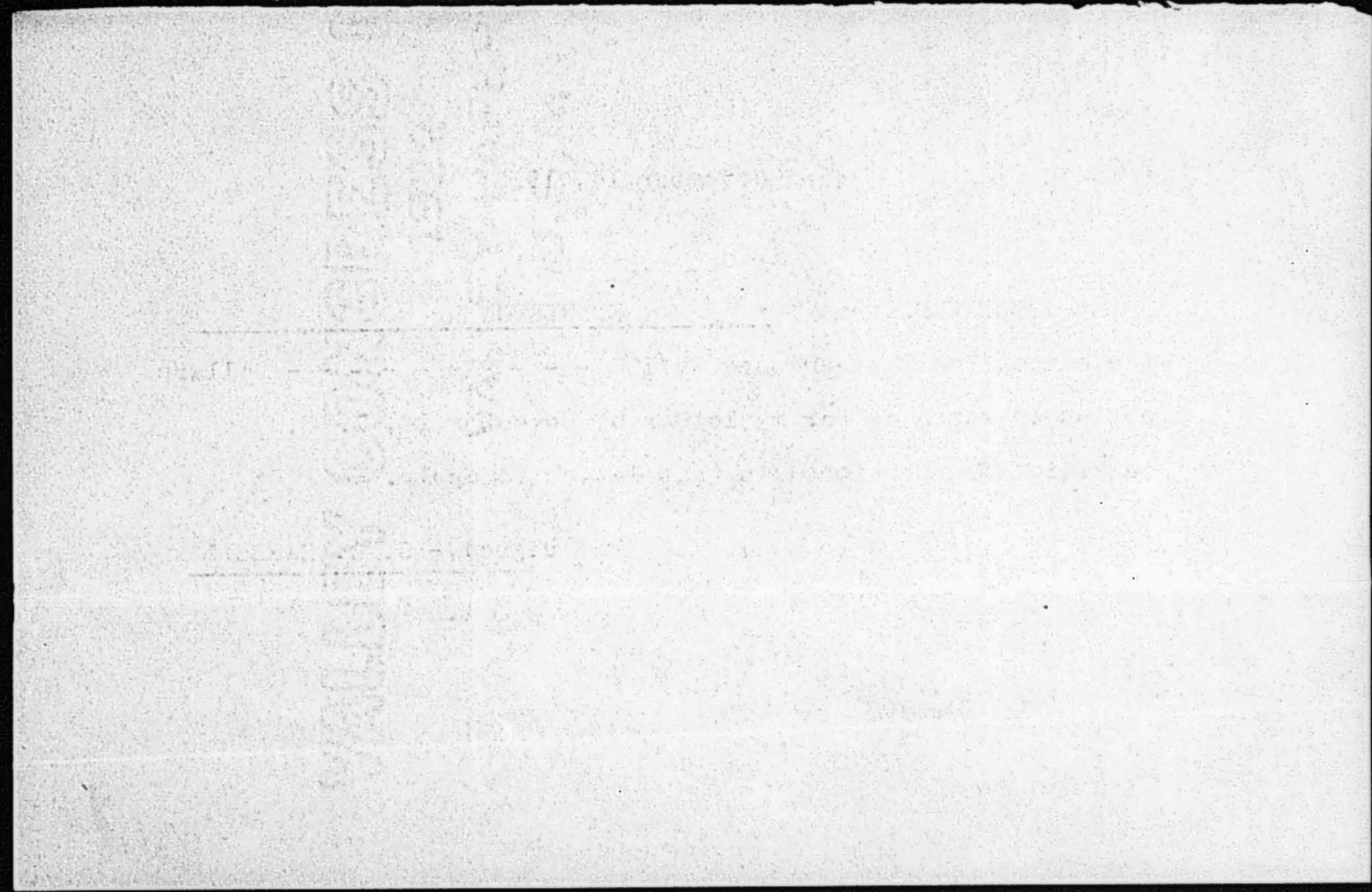
(Signature of person of business)

C. Gilbert

(Signature of addressee's name)

Date of delivery *7 Feb 191*

Form 3511



November 22, 1923.

Mr. Ed Fletcher,
San Diego, Calif.

Dear Sir:

I will commence putting in the 50 acres to
crop on the San Pasqual ranch on or before the 1st of
December and have it all in by the 1st of January,
1924, all as per my option with the San Pasqual
Ranch Company.

Yours truly,

O. H. Parker

WAR DEPARTMENT

District Board for Division One, Southern District,
State of California
ROOM 412, CHAMBER OF COMMERCE BLDG.
LOS ANGELES, CALIFORNIA

76 B. Pratt 50 acres
Katherine M. Pratt
Dec 3-1923 \$ 22500-
Dec 3/1923 Paid 100
Dec 7/1923 " 22400
Jan 2/1924 due 19172.86 21900
Govt mty 272714 1500
Feb 2/24 extended to June 1/24 20400
June 1/24 14400.00

May 27/24 due Govt mty 2727.14
June 4/1924 due 5000
Sept 1/1924 " 12485.61
20212.75

18725
4250
20212.75
20400
21275
19725
23500

WAR DEPARTMENT

District Board for Division One, Southern District,
State of California
ROOM 412, CHAMBER OF COMMERCE BLDG.
LOS ANGELES, CALIFORNIA

76 B. Pratt 50 acres
Katherine M. Pratt
Dec 17/23 Paid 23500-
Govt mty 272714 600
Jan 2/24 20172.86 22900
extended to June 1-1924 1500
Feb 2/24 21400
Bal extended to June 1/24 -6000
Pd May 27/24 15400

Govt mty 2727.14
June 4/1924 due 5000
Sept 1/1924 " 12485.61
20212.75

21400
272714
1869286
2100
272714
482714
63520
1082714
1267286

Eureka Cal
April 25th 24

My dear Miss Fletcher:—

Please find
enclosed check for one
hundred dollars, being
payment due on my note
to you.

Relative to premium on
insurance due on May 17th 24
I will take care of same
when due.

I am under the impression

that there is an interest
payment due you on my
note. Will you please advise
me if there is and the
amount.

Yours very truly

S. Parbelle

80,49

4700 - 1 mo	2333
4600 - 1 mo	408
4500 - 1 mo	2333
	350
	2333
	292
	<hr/>
	80,49

58

174

Balance due 3300.
Int to Sept 6/24 117.80

Escandido, Col
Sept. 4-24

My dear Miss Fletcher: —

I have rec'd the enclosed letter from the Union Title Co. Will you please send them a release and instructions.

Will you also attend to the reconveyance of the Water rights.

Thanking you kindly,
Yours truly
O. Harbell

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

San Pargnat Ranch.

Nov 21st/1923 Paid	\$80000
Nov 21st/1923 Paid	2000
Dec 10/23 Paid	78000
Jan 2/24 35000 -	75000
extended to mch 1/1924	5000
2/26/24 cash	70000
2/26/24 Paid Int. on	18
70000. mch 1 to may 1 at	758.33
	2000

70000 -
mch 1 to may 1 at
2 mos 758.33

Penalty for Private Use \$300

bell
Trust
payable to
Sept 25/23 Cash paid
Nov 25/23
Dec 25/23
Int to Dec 25/23
Jan 25/24
Feb 25/24
mch 25/24
apr 25/24
May 8/24

22/1924 Ad Int to m
80
May 27
Int June 25 July 1
Aug 19
33
119419

Int to June 25/24	70.40
" to Sept 6/24	47.40
	<u>117.80</u>

REGISTRATION AND SELECTION
FOR MILITARY SERVICE
POST BOARD, DIV. ONE
District of California
Member of Commerce Bldg.
LOS ANGELES, CALIFORNIA

Pratt	2357	Harbell Paid	
\$ 22500,	5%	\$ 1000,	\$ 1125 ⁰⁰
= Harbell:			
25000	3%	1250.	1250
San Pasqual R Co		4000	4250
85000	5	<u>\$ 6250</u>	<u>6625</u>

Figures below indicate amt paid by C. O. Harbell
 San Pasqual Ranch Co.
 Cash paid \$25,000 on principal + 700⁰⁰ int. app.
 Due Nov. 1-24 \$15,000 and int. from May 1st 24
 Mortgage 3% from May 1st 24 - \$40,000

H. B. Pratt
 Cash paid \$7100 on principal
 Due Sept 1. \$15,400 less mortgage app. 3000⁰⁰

C. O. Harbell
 Cash paid 3500 on principal
 Due Sept 1. 3500
 Assume \$18,000 indebtedness

Some interest paid to S. P. Ranch Co.

S. P. R.	Pratt	Harbell
2000 ✓	✓ 600	✓ 500
5000 ✓	✓ 1500	✓ 1000
5000	✓ 6000 ^{1000 in P.F.}	✓ 2000
<u>\$12000</u>	8100	<u>3500</u>
\$18000 ^{2000⁰⁰ P.F.}		
<u>\$30000</u>		

S.P.R. Co
 Loans Paid 85,000
 date —
 —
 —

Loans Paid
 date —
 —
 —

Nov. 15/23 2000
 Dec 15/24 5000
~~Feb 26/24~~ 5000
 12000
 May 11/24 18000
 18000

Mar 17/24 1900.00
 100.00
 300.00
 500.00
 10000
 1800.00

Haskell 25000

Dec 17/24 500
 Feb 18/24 1000
 May 21 2000
 3500

500.00
 1000.00
 1000.00
 2500

Pratt 23500

12/17 600
 1500
 Jan 2 1000
 May 27 6000
 8100

600.00
 1500.00
 500.00
 7100

San Pasqual
 Error " " May 8

Dec 15- 2000
 May 8 2000

Haskell
 May 21/24

1000
 500

Pratt
 May 27/24

1000
 6500 - need -

Aunt's rec'd

S. P. Ranch deal \$30,000 + some interest \$55,000
 Pratt deal \$8,100 Govt mortgage \$15,400
 Haskell deal 2500 \$21,500

15000 April bal.
 20000 mortgage \$

Dec. 1 - 1923

My dear Mr. Fletcher:

Confirming our verbal agreement, I will sell my 86 acres for \$25,000, if \$500.00 is paid on or before Jan. 1st, 1924, \$7,000.00 on or before Feb. 1, 1924, when a deed will be given, a mortgage assumed of about \$13,000 payable \$100.00 per month with interest at 6% payable monthly and a second mortgage for the balance of my \$25,000 payable Feb. 1, 1925, bearing 7% interest payable quarterly.

I reserve the growing crops of spinach and use of ranch until Apr. 1, 1924.

I will furnish a certificate of title showing property free and clear of encumbrance except as above stated.

My property consists of 6 room house, one large hay barn, one of best in Valley, good pumping plant pumping 60" of water, over 60 acres now being cropped and balance in river bottom.

My price has been \$30,000 and since I made that price I have built a silo which cost \$500.00.

If you are interested let me know.

Yours very truly,

C. O. HARBELL

Harbell, 86 acres.....	\$30,000
Bock, 35 acres.....	7,000
Montiel, 60 acres.....	9,000
Harris, 200 acres.....	14,000
(mostly steep hillside)	
Peek, 215 acres.....	30,000
(hillside and wash land)	
Mary Wood, 150 acres.....	40,000

Escondido, Calif., Dec. 3, 1923.

RECEIVED from C. O. Harbell One Hundred Dollars to apply on purchase of our ranch, located in San Pasqual Valley, together with all livestock, ranch equipment, feed and water rights. Purchase price \$22,500, terms as follows: \$100 receipt of which is hereby acknowledged; \$19,672.86 on or before Jan. 2, 1924 at which time a deed is to be executed, a transfer of water rights and a bill of sale of personal property is to be given. The balance a mortgage of \$2727.14 will be assumed by C. O. Harbell thereby completing the purchase.

The \$19,672.86 is to be put in escrow with the First National Bank of Escondido of San Diego County, pending the consummation of the transfer of the property. A Torrens Title is to be furnished showing the property free and clear of all encumbrances excepting mortgage of \$2727.14.

If the \$19,672.86 payment is not paid within time specified, the One Hundred Dollars paid is forfeited.

Possession of house to be retained for 30 days after transfer of property if so desired. List of personal property herewith attached.

(Signed) H. B. PRATT
KATHERINE M. PRATT

Accepted C. O. Harbell

Escondido, Calif., Dec. 18, 1923.

RECEIVED FROM C. O. HARBELL Five hundred Dollars to apply on purchase of ranch as per option dated December 4th, 1923. The time for final payment is extended to March 1st, 1924.

In the event payment is not made on March 1st, 1924, the money thus made is to be considered liquidated damages.

H. B. PRATT
KATHERINE M. Pratt

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

Dec 1/1923
L. O. Narbell
Ranch, San Paequal

86 acres = 25000 - 25000

Dec 17/23 Paid 4000 + 500 = 4500
24500

Feb 1/1924 due 4000
(extended to Feb 15/1924)

1st mtg -
2nd mtg

Feb 27/24 on a/c ✓ - 1000
23500

Balance extended to June 1/24 ✓ - 2000
21500

21500

Sept 17/23 due 4000

Nov 1/23 13000

May 20/24 4500

WAR DEPARTMENT
District Board for Division One, Southern District,
State of California
ROOM 412, CHAMBER OF COMMERCE BLDG.
LOS ANGELES, CALIFORNIA

Purchase price \$25000-

Receipts attached

Dec 17/23 500-

Feb 19/24 1000

May 20/24 2000

3500 3500.
21500-

Feb 19/24
You drew \$1500 - and only paid
\$1000, leaving the \$500. It is Treasurer
also that I spoke to you about.

AMES & MCFADDEN

ATTORNEYS AT LAW
SUITE 4, MASONIC BUILDING
ANAHEIM, CALIF.

1 THIS AGREEMENT, made and entered into in duplicate this
2 19th day of February, A.D. 1924, by and between SAN PASQUAL RANCH
3 COMPANY, a corporation, with its principal place of business in
4 Santa Ana, Orange County, California, the party of the first part,
5 and C. O. HARBELL and RUTH N. HARBELL, husband and wife, the
6 parties of the second part,

7 W I T N E S S E T H :

8 WHEREAS, the parties hereto did on the 21st day of
9 November, 1923, enter into an agreement whereby the party of the
10 first part agreed to sell to the parties of the second part cer-
11 tain real estate and personal property more particularly set forth
12 and described in said agreement, for the sum of \$80,000.00; and

13 WHEREAS, it was provided in said agreement that
14 \$38,000.00 of said purchase price was to be paid on or before the
15 2nd day of January, 1924; and

16 WHEREAS, the party of the first part did on or about
17 the 22nd day of December, 1923, at the request of the parties
18 of the second part and upon the payment of \$3000.00, grant an
19 extension of time for the payment of the balance of said sum of
20 \$38,000.00 due on January 2, 1924 as aforesaid, to-wit: the sum of
21 \$35,000.00, to the 1st day of March, 1924; and

22 WHEREAS, the parties of the second part desire a further
23 extension of time for making said payment of \$35,000.00 to the
24 1st day of May, 1924, and have agreed in consideration therefor
25 to pay the sum of \$5000.00 and have agreed to execute a mortgage
26 for \$40,000.00 on said 1st day of May, 1924, which shall bear
27 interest at 6½% instead of 6% as provided in said original agree-
28 ment and to pay interest on the total balance due under said con-
29 tract, to-wit: the sum of \$70,000.00 at 6½% per annum up to and
30 including the 1st day of May, 1924; and

31 WHEREAS, in said original agreement for the purchase of
32 said properties of the San Pasqual Ranch Company, a ten acre tract

1 was omitted therefrom, which is described as follows:

2 All that real property situated in the Rancho
3 San Bernardo, County of San Diego, State of
4 California, described as follows:

5 Commencing at a point marked by a three-
6 fourths inch iron pipe two feet long, twenty-
7 five hundred seventy-five (2575) feet from and
8 on a line running South 52° 25' West and through
9 "S.B. 1" (being corner No. 1 of the Rancho San
10 Bernardo); thence South 43° 33' West Four Hundred
11 and Four hundredths (400.04) feet to a three-
12 fourths inch iron pipe; thence South 24° 47' West
13 One Hundred Seventy-nine and one-tenth (179.1)
14 feet to a three-fourths inch iron pipe; thence
15 North 46° 27' West Eight Hundred Twenty-two and
16 two-tenths (822.2) feet to a three-fourths inch
17 iron pipe; thence North 43° 33' East Five hundred
18 Seventy (570) feet to a three-fourths inch iron
19 pipe; thence South 46° 27' East Seven Hundred
20 Sixty-four and two-tenths (764.2) feet to point
21 of commencement.

22 NOW, THEREFORE, for and in consideration of the mutual
23 covenants, promises and agreements herein contained, the parties
24 hereto do hereby mutually agree as follows:

25 That the parties of the second part shall pay upon the
26 execution and delivery of this agreement, to the party of the
27 first part, the sum of \$5758.33, which said sum is a payment of
28 \$5000.00 upon the principal sum under the contract and interest
29 upon the total deferred payments up to and including the 1st day
30 of May, 1924, and in consideration therefor, the party of the
31 first part agrees to extend the time of payment of said sum of
32 \$30,000.00, being the balance due on the \$38,000.00 payment under
the original agreement, up to and including the 1st day of May,
1924.

It is further agreed, in further consideration of the
extension herein granted, that the parties of the second part
shall execute a mortgage, as in said original contract provided,
for the sum of \$40,000.00 bearing interest at 6½% instead of at
6% as therein provided; said mortgage to be executed on said 1st
day of May, 1924.

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It is further understood and agreed that the parties of the second part shall pay to the party of the first part the sum of Four Hundred Dollars (\$400.00) for the use of said premises for the months of March and April, 1924, and that the parties of the second part shall have the right to sell and dispose of all hogs now upon said premises, and in the event that said hogs shall sell for an amount in excess of \$1500.00, the party of the first part shall be entitled to receive such excess and said sum shall be credited upon the purchase price of said properties.

It is further understood and agreed that in the original agreement for the purchase of the properties of the San Pasqual Ranch Company that certain ten-acre tract above described was omitted and it is now understood and agreed that said ten-acre tract shall be included with the other properties agreed to be sold as fully and completely as though the same had been described and set forth in the original agreement.

It is further agreed that the party of the first part shall, until said deal is completed as in said agreement provided, have possession of said premises and shall be entitled to all the revenues derived therefrom, except as herein expressly modified.

It is further agreed that said agreement shall not be modified in any wise in any particular except in the matters herein particularly set forth and that said agreement shall remain in force and effect in all other particulars except as herein especially modified, as fully and completely as though this agreement had not been executed.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed by its President and Secretary and its corporate seal to be hereunto affixed, and the

3 of the second part have caused these presents to be
I If to execute the same and the day and year first above written

1 parties of the second part have caused these presents to be
2 executed the day and year first above written.

3 SAN PASQUAL RANCH COMPANY (SEAL)

4 By _____ President.

6 _____ Secretary.

7 Party of the First Part.

10 _____

11 _____

12 Parties of the Second Part.

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Escondido, California,

February 20, 1924.

RECEIVED from C. O. Harbell the sum of Fifteen Hundred Dollars (\$1500) to apply on purchase of Ranch as per Option dated December 3rd, 1923, and the time for final payment on said option is hereby extended to June 1st, 1924.

It is agreed and understood that none of the personal property on said Ranch and none of the water rights on same are to be disposed of until final settlement on the Option Contract is made.

In the event final payment on the Option is not made by June 1st, 1924 the money already paid on the Option is to be forfeited and considered as liquidated damages.

The legal description of the property located in San Diego County, California, is as follows:

South One-half ($\frac{1}{2}$) of Northeast Quarter ($\frac{1}{4}$) of Section 31, Twp. 12 S., Range 1 W., S.B.M. County of San Diego, State of California, together with all improvements and personal property heretofore agreed upon.

H. B. PRATT

KATHERINE M. PRATT

Accepted
C. O. Harbell

July 21, 1924.

Mr. C. O. Harbell,
Escondido, Calif.

My dear Harbell:

In checking up I find I got \$1500 and only paid you \$1,000 on Feb. 21st.

Kindly sign the enclosed receipt for \$1500 and I will destroy the old receipt for \$1,000 and we will fix everything up on the 1st of September and greatly oblige

Yours very truly,

EF:KLM

September 18, 1924.

Union Title Company,
San Diego, Calif.

Gentlemen:

Esrow 182039

Answering your letter of September 3d to C. O. Harboll, enclosed herewith find my trust deed note for \$5,000 dated September 20, 1923, and re-conveyance, register No. 3988 dated the 18th day of September, which you may deliver to C. O. Harboll providing you pay me within 4 days from date hereof the sum of \$3300.00 due on principal and interest to date of September 6th, amounting to \$117.80, making a total of \$5417.80.

Please acknowledge receipt.

Yours very truly,

Sept. 18, 1924

Miss Mary E. Fletcher:

We acknowledge receipt of the instruments above mentioned, and your instructions will be carried out.

UNION TITLE COMPANY

By

Ed Fletcher Papers

1870-1955

MSS.81

Box: 9 Folder: 36

**General Correspondence -
Harbell, Carroll O. and wife Ruth**



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