

[HALE, W.A.]

BANK OF MARTINEZ
COMMERCIAL AND SAVINGS
MARTINEZ, CAL.

Martinez, Calif.,
Feb. 3, 1922.

Mr. Ed. Fletcher,
Fletcher Bldg.,
920 - 8th. St.,
San Diego, Calif.

Dear Sir:

For some time we have been in correspondence with Mrs. Xarrissa R. Hill, in relation to the renewal of the \$55,000.00 mortgage which she holds on a certain ranch in San Diego County, the owners of which we understand you represent.

Mrs. Hill has requested the writer of this letter to pass upon the new mortgage when it has been executed and in order to do this in the proper manner, you will understand that we will not only have to have the mortgage and note itself, but also a report from some Abstract Company as to the present status of ownership, in other words, a certificate or abstract showing in whose name the record title now stands, and what liens, if any, might be against the property.

We further understand that some change has been made in the boundaries of the property, first by reason of the sale of a portion of the property which was released from the mortgage and second by reason of the exclusion from the original plot of certain land about which there was a dispute.

We are not quite clear about this last mentioned change, and in order that I may be sure about the description given in the new mortgage, it may be necessary for me to have some sort of a plot of the property showing just what changes have occurred in the boundaries.

I would be very glad to hear from you in a preliminary way as to who the present owners of the property

BANK OF MARTINEZ
COMMERCIAL AND SAVINGS
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are and as to about when the new mortgage will be ready for delivery. And I shall be glad to have any suggestions you may be able to make which will facilitate the handling of this matter so that I may be able to pass upon the new mortgage, delivering the release of the old mortgage and old note, and file all the papers with the least possible correspondence and delay.

Hoping to hear from you promptly in regard to this matter, I am

Yours respectfully,



CASHIER.

WAH GR

February 13, 1922.

Bank of Martinez,
Martinez, Calif.

Attention Mr. W. A. Han
Cashier.

Gentlemen:

Answering yours of February 3rd, will say we sent the new mortgage and map to Mrs. Hill some time ago with full information, and supposed that it had been forwarded to you.

Mrs. Hill has the certificate of title of the Southern Title Guaranty Company, the strongest title company in the city, whose certificates all banks in the city accept.

If Mrs. Hill will send her release of mortgage to the Southern Title Guaranty Company with instructions not to record it until they can furnish the new certificate of title, showing the property free and clear of encumbrance in her name, excepting a mortgage of \$55,000.00, her interests will be fully protected. If you prefer, however, to send the release of mortgage with these instructions to any bank in San Diego, her interests will be just as fully protected.

The mortgage was originally for \$60,000. There were two or three hundred acres released on the payment of \$5,000 some time ago.

The present owner is William C. Henshaw of Oakland and San Francisco. His address is 762 Mills Building, San Francisco. He has over four million dollars' worth of property in this county; is president of the Riverside Portland Cement Company; and controls the majority of stock of the Company.

The property itself today is worth \$150,000 to \$200,000 in my opinion. I am a member of the County Highway Commission, and we have just built a concrete road eighteen feet wide and five inches thick from one end of this property to the other, as it is on the inland route San Diego to Riverside on our main highway.

I will be glad to cooperate with you in any way that I can be of assistance.

Very sincerely yours,

EF:AH

BANK OF MARTINEZ
COMMERCIAL AND SAVINGS
MARTINEZ, CAL.

Martinez, Calif.,
Feb. 14, 1922.

Mr. Ed. Fletcher,
920 - 8th. St.,
San Diego, Calif.

Dear Sir:

Mrs. Hill sent me a copy of the new mortgage executed by Mr. Henshaw covering the property formerly owned by Mrs. Hill. Said mortgage being for the purpose of renewing the mortgage which she now holds.

In looking over this new mortgage I find that there has been written into it a clause providing for the release of tracts of not less than 100 acres in consideration for the payment of \$80.00 per Acre.

Mrs. Hill has asked my advice in this matter and I wish to inform you that I do not approve of such a clause in a mortgage and will have to advise her to that effect. The old mortgage contained no such provision and I see no good reason why she should accept a mortgage different in that respect from the previous one.

If she wishes to do so she could agree to make releases by means of an outside agreement, but I, myself, believe that even such an outside agreement should leave some discretion with the holder of the mortgage as to executing partial releases so that said holder of the mortgage could protect herself in case she should be asked to release some portion of the land which would seriously impair the value of the remainder of the land.

In other words, I see no reason why she should not agree to release any tract of not less than 100 acres upon payment to her of a sum representing at least \$80.00 per acre, provided such tract, be released, would not seriously effect the value of the remaining acreage.

In looking over the discription of the land in the new mortgage we find that certain portions of the ranch covered by the first mortgage are not included. This piece I presume is the part which Mrs. Hill released when the payment of \$5000.00 was made on the old mortgage. I have not seen a copy of the

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COMMERCIAL AND SAVINGS
MARTINEZ, CAL.

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discription of the tract which was released at that time and for that reason I am not able to identify it as the piece now excluded in the new mortgage. To make sure of it, I would have to have a copy of that partial release which was executed in July 1917, or about that time.

As soon as the above mentioned matters are cleared up, I will advise Mrs. Hill to accept the new mortgage and release the old one, providing the title is clear.

Yours respectfully,

CASHIER.

WAH GR

(151)
1800
V. M.

February
Seventeen
1922

Bank of Martinez,
Martinez, Calif.

Attention W. A. Hall

Gentlemen:

Answering yours of Feb. 14th, enclosed find letter from Mrs. Hill, which is explanatory.

There are over 5,000 acres under the mortgage. The mortgage averages about \$11.00 an acre and we have always had an understanding that there would be a release in 100 acre tracts at \$80.00 an acre, no matter where it is.

Enclosed find copy of partial release of mortgage, all of which is explanatory. You already have a map, I believe, showing just what has been released from the old mortgage.

There has always been a boundary dispute as the deeds call for the center of the river as the dividing line. This question was lately settled by a survey and deeds put on record and the boundary line accepted. I would be pleased to hear from you further on this subject. I think you will find all papers in regular form.

I sent a blank form of release of mortgage to Mrs. Hill, and asked her to sign it. My suggestion is that you send that release of mortgage to any bank in this city, or to the Southern Title Guaranty Company with instructions to have it recorded whenever we furnish a certificate of title from the Southern Title Guaranty Company showing the property is free and clear of encumbrance, excepting this \$55,000 mortgage, copy of which you have, and excepting the usual rights of way heretofore granted. Kindly return Mrs. Hill's letter of December 7th for our files.

Yours truly,

EF:KIM

BANK OF MARTINEZ
COMMERCIAL AND SAVINGS
MARTINEZ, CAL.

Martinez, Calif.,
Feb. 24, 1922.

Mr. Ed. Fletcher,
920 Eighth St.,
San Diego, Calif.

Dear Sir:

I would beg to acknowledge receipt of your letter of the 17th. inst. and in reply I would beg to say that I am seriously opposed to any agreement relative to partial releases being placed in a mortgage, and as no such provisions were made in the mortgage which Mrs. Hill now holds, I can see no reason for placing such a proposition in the present proposed renewal.

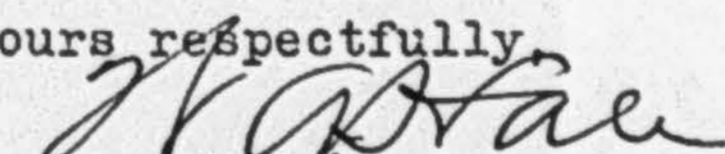
I am perfectly willing to advise Mrs. Hill to sign a separate agreement concerning the execution of partial releases under this mortgage, provided such agreement is so worded as to protect here interests.

We have handled the same sort of a situation many times in connection with loans which this Bank has made upon property which it was proposed to sub-divide, and if it meets with your approval, and with Mrs. Hill's approval, I would be very glad to prepare and submit to you a form for such an agreement.

Mrs. Hill is a very old lady and I have know her since I was a boy and I also knew her father and mother very well, and in as much as she has asked my advice in this matter, I feel that I should be more particular in safe guarding her interests than I would be in my own. I trust that you will understand my position in this matter, and that we will be able to work this transaction out satisfactorily to all parties.

I am quite well acquainted with Mr. Belcher. President of the First National Bank of San Diego and should you care to, you may inquire of him concerning my general reputation among the Bankers of the State of California.

Yours respectfully,



CASHIER.

WAH GR

February
Twenty-seven
1922

Mr. W. A. Hale, Cashier,
Bank of Martinez,
Martinez, California.

Dear Sir:

Answering yours of the 24th, will say that while it was agreeable to Mrs. Hill and we have always had an understanding in writing, yet I get your point of view, and if you will kindly draw up a form of agreement I am sure this will be satisfactory.

Mr. Belcher is one of my closest friends, and it is with him we do practically all of our banking business. He speaks in the highest terms of you and wishes to be remembered.

With kind regards, I am

Sincerely yours,

EF:KLM

BANK OF MARTINEZ
COMMERCIAL AND SAVINGS
MARTINEZ, CAL.

Martinez, Calif.,
Mar. 16, 1922

Mr. Ed. Fletcher,
920 - 8th. St.,
San Diego, Calif.

Dear Mr. Fletcher:

I suppose you are wondering why you have not heard from me in regard to your letter written on February 27th. and it is proper that I should ask you to pardon me on account of this delay which was occasioned by the illness of our Attorney.

Enclosed you will please find a copy of an agreement concerning the future partial release which may be required by Mr. Henshaw in connection with the new mortgage which he proposes to execute to Mrs. X. R. Hill.

Please look this agreement over and if it meets with your approval return it to me with a letter advising me that it is satisfactory to you.

Upon receipt of your letter, I will immediately forward all of the papers and instructions either to the First National Bank of San Diego, or to the Southern Title Guaranty Company, with instructions to complete the renewal of the mortgage in accordance with the terms and conditions as they are now understood.

This transaction has been considerably delayed, but it seemed as though the delay was unavoidable owing to the fact that Mrs. Hill is in Los Angeles, the property in San Diego, and we are far away here in Martinez, and the further fact that Mr. Tinning, our Attorney, has been quite ill for the last three or four weeks.

With very best regards, I am

Yours respectfully,



CASHIER.

WAH GR

March 22, 1922.

Bank of Martinez,
Martinez, Calif.

Attention Mr. Hale, Cashier

Gentlemen:

Answering yours of March 16th, will say this agreement is satisfactory in every particular to Mr. Henshaw and I have authority to sign for him. I thank you kindly for your interest in this matter.

Yours sincerely,

EF:KLM

1650

BANK OF MARTINEZ
COMMERCIAL AND SAVINGS
MARTINEZ, CALIF.

Martinez, Calif.,
Mar. 25, 1922.

Mr. Ed. Fletcher,
920 - 8th. St.,
San Diego, Calif.

Dear Sir:

I would beg to acknowledge receipt of your letter of the 22nd. inst. and am very glad that the proposed agreement relative to Partial Release meets with your approval. I have forwarded the Agreement to Mrs. Hill and instructed her to execute it, and return it to me. As soon as she does so, I will forward it to the First National Bank of San Diego.

We are this day sending the papers connected with the renewal of Mrs. Hill's Mortgage to the First National Bank of San Diego, with instructions to deliver the same to the Southern Title Guaranty Company. A copy of those instructions you will please find herewith.

Trusting that they will meet with your approval and that this matter will be finally closed up in a satisfactory manner, I am

Yours respectfully,

W. A. Hale
CASHIER.

WAH GR

Martinez, Calif.,
Mar. 25, 1922.

The First National Bank,
San Diego,
California.

Attn. Mr. F.L. Belcher

Gentlemen:

Enclosed you will please find a certain note for Sixty Thousand Dollars (\$60,000.00) dated August 31, 1912, and executed by the Executrix of the Estate of John M. Cavins, deceased, et al., in favor of Mrs. Karissa R. Hill, together with a Release of the Mortgage, which was given to secure this note, (we do not happen to have the original mortgage). You will also please find enclosed a copy of the proposed new mortgage which is to be executed, together with a proper note, in favor of Mrs. Hill, for Fifty-Five Thousand Dollars, (\$55,000.00).

The amount due upon the above mentioned Promissory Note is the balance of the principal sum amounting to Fifty-Five Thousand Dollars (\$55,000.00) together with interest at 6% per annum, compounded semi-annually, from August 31, 1921, to date, (this would amount to \$1650.00 on the last day of February, 1922, plus 6% interest on \$56,650.00, from the last day of February to the day of settlement).

You will kindly deliver these papers to the Southern Title Guaranty Company of San Diego with instructions to hold the same until a mortgage and note have been executed and delivered to them by Mr. Wm. G. Henshaw and Hetty T. Henshaw, his wife, to Mrs. Karissa R. Hill, for \$55,000.00, in words and terms identical with the enclosed copy marked H-1, together with the amount of interest due Mrs. Hill on the old note, as indicated above, and not until they can and do furnish a Certificate of Title showing the last mentioned mortgage to be a First Lien upon the property described in said mortgage and furthermore that said property stands in the name of Mr. Wm. G. Henshaw, or Hetty T. Henshaw, the parties executing said new mortgage, and is free and clear of all incumbrances excepting the above mentioned mortgage, and further excepting the necessary Rights of Way which have been here-to-fore granted.

The parties executing the new mortgage are expected to pay all expenses connected with this transaction and the amount of money due Mrs. Hill is to be net, and clear, and

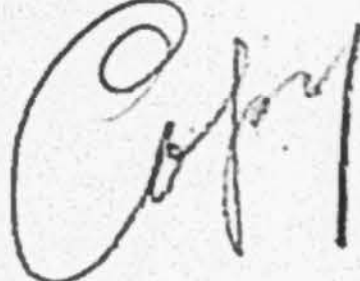
Martinez, Calif.,

- 2 -

is to be remitted to this Bank, together with the new note, the Certificate of Title, and followed by the Mortgage, after it has been recorded.

The copy of the proposed new mortgage, identified as H-1, originally contained a provision relative to the execution of a Partial Release. This provision has been stricken out and is not to be inserted in the new mortgage.

Yours respectfully,

 CASHIER.

MAIL GR

March 29, 1922.

Bank of Martinez,
Martinez, Calif.

Attention Mr. Hale, Cashier

Gentlemen:

Answering yours of March 25th, will say it is much easier to change your escrow instructions than it is to make out a new note and mortgage, which we would have to do if your instructions are followed out. Mr. Henshaw is in San Francisco, his wife is in New York and it is almost impossible to get signatures again.

Enclosed find check for \$1325.90, which is the interest on \$55,000 from August 31 to January 21st, 1922, together with interest on \$1310.83 (interest) from January 21, 1922 to April 1st, 1922, \$1507, which is no doubt the date you will receive it.

Will you please on receipt of this, write a letter to the First National Bank and have them instruct the Southern Title Guaranty Company to waive that phase of your instructions, and to give us the release of mortgage whenever the new note and mortgage is recorded as a first lien and the note is delivered to you in the sum of \$55,000.

Yours very truly,

EF:XLM

P. S. Will you please forward to me immediately the certificate of title on this property, No. 40392 so we may have it brought down to date.

E.F.

BANK OF MARTINEZ
COMMERCIAL AND SAVINGS
MARTINEZ, CAL.

Martinez, Calif.,
Mar. 31, 1922.

REPLY

Mr. Ed. Fletcher,
920 - 8th. St.,
San Diego, Calif.

Dear Sir:

Your letter of the 29th. inst. is duly at hand,
with your check for \$1325.90 enclosed.

In accordance with your request we have written
to the First National Bank of San Diego, and changed
our instructions in view of the payment of interest
above mentioned.

We presume that the new mortgage mentioned in
your letter bears date of January 21, 1922, and commencing
to draw interest from that time, and we have made
our new instructions accordingly.

In regard to the Certificate of Title No. 40392
we would beg to state that we are unable to locate
any such certificate and we are quite well satisfied
that it was not sent to this Bank. Probably Mrs. Hill
has it.

You do not state whether this Certificate is the
one issued at the time the old mortgage was executed or
whether it is of some recent date. There is such a mass
of correspondence in our files concerning Mrs. Hill's
affairs that it is quite a task to go through it all,
in search of any mention of a Certificate of Title. We
have read over all of the recent correspondence and the
only mention made of a Certificate is in a letter re-
ceived from you in which you state that you had sent one
to Mrs. Hill, but as stated before, I cannot find any
mention in any of her letters showing that she had sent
it to us, and I do not find it in our files.

Our last letter to Mrs. Hill written over a week
ago to the Hotel Clark in Los Angeles, still remains un-
answered and from something which Dr. Schloss told me,

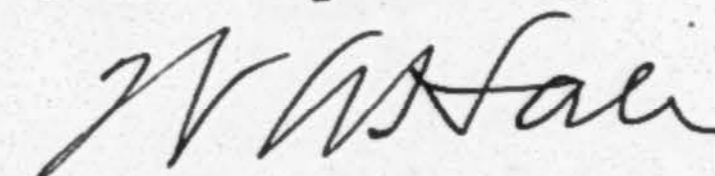
BANK OF MARTINEZ
COMMERCIAL AND SAVINGS
MARTINEZ, CAL.

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I imagine she is temporarily away from that address
making one of her little visits.

However, as soon as I hear from her again, I
will write here in regard to the Certificate of Title
and request her to send it to you, and I would suggest
that you also communicate with her.

Yours respectfully,



CASHIER.

WAH GR

BANK OF MARTINEZ
COMMERCIAL AND SAVINGS
MARTINEZ, CAL.

Martinez, Calif.,
Apr. 21, 1922.

Mr. Ed. Fletcher,
920 - 8th. St.,
San Diego, Calif.

Dear Mr. Fletcher:

It has now been about three weeks since we sent papers in connection with the renewal of Mrs. Hill's mortgage, to San Diego. We are wondering what is the occasion for the delay in settling up this matter.

If there is anything which we have not furnished which has caused this delay, please let us know.

The only thing we can think of is a Certificate of Title, and in connection with that document, we would beg to advise you the Dr. Schloss has made a careful examination of Mrs. Hill's papers in Berkeley, and cannot find anything of the kind. Neither he nor I can remember of ever having seen or heard of a certificate of title or search since Mrs. Hill's transfer of the property.

Yours respectfully,

W. A. H. GR

CASHIER.

WAH GR

7. 21. 22

170-8

July 21, 1922.

Bank of Martinez,
Martinez, Cal.
Gentlemen:-

Enclosed find check for \$1650.00 for payment of interest on the Xarissa Hill mortgage from Jan. 21 to July 21, 1922. Kindly return receipt for same.

Yours truly,

April
Twenty-four
1922

Mr. W. A. Hale, Cashier,
Bank of Martinez,
Martinez, Calif.

My dear Mr. Hale:

Answering yours of April 21st, will say we are waiting for the Certificate of Title. We have been trying to locate the old certificate, but being unsuccessful have order a new copy made. The continuation was ordered sometime ago, and we have the promise of the title company to finish it up immediately, and I hope to get the whole thing cleaned up in a very short time.

Yours sincerely,

KLM

BANK OF MARTINEZ
COMMERCIAL AND SAVINGS
MARTINEZ, CAL.

170-3

July 24, 1922.

Ed. Fletcher, Agent,
920 Eighth St.,
San Diego Cal.

Dear Sir:

We would beg to acknowledge receipt of your check for \$1,650.00 in payment of the interest on the Henshaw Mortgage to Mrs. Hill.

In return you will please find here-with our receipt for the sum.

In future please make the checks payable to the Bank of Martinez if it is all the same to you. Mrs. Hill is so far away that it makes it impractical to obtain her endorsement.

Yours respectfully,

W. A. Hale
CASHIER.

WAH/LM.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 9 Folder: 26

General Correspondence - Hale, W.A.



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