

March 20, 1937.

680<sup>00</sup> plus

Home Owners Loan Corporation,  
Los Angeles, California.

Attention Mr. Earl Ryan

Friend Ryan:

We are the owners of the second trust deed in the amount of \$30.00 on property located at 185 So. Greenwood in Pasadena. The legal description is as follows:

Lot 40 of Nevin Place, Page 48 Book 12 of Maps

There is also a \$2700 Home Owners' Loan on the property, signed by Ivan and Rachel Deach. It is my understanding from Mr. Butler that there is approximately \$500 in delinquent principal payments on the loan, approximately \$200 in delinquent taxes and a considerable amount of improvements needed and ordered which have not been done, and that in view of this situation the Home Owners' Loan Corporation is going to start foreclosure proceedings.

Will you kindly let us know if the facts are as above stated so that we may proceed accordingly.

I stopped in to see Mr. Deach yesterday and he verified some of the facts but stated that he had been paying \$30.00 a month for over a year with the assurance that the Home Owners' Loan Corporation would not foreclose and seemed surprised that they were about to do so.

I will surely appreciate a letter from you regarding this matter.

Yours sincerely,

EF M  
jr

## HOME OWNERS' LOAN CORPORATION

139 West Fifth Street  
Los Angeles, California

March 24, 1937

In reply refer to:  
Our File LS-GAM-1

Ed Fletcher Company  
1020 Ninth Avenue  
San Diego, California

Attention: Ed Fletcher, Jr.

Re: Loan 4-7-B-14376  
Ivan and Rachel Deach ✓  
185 South Greenwood  
Pasadena, California

Gentlemen:

Your letter addressed to our Mr. Earl C. Ryan has been referred to me for reply as Mr. Ryan is now in the San Francisco Office.

In reference to your inquiry, relative to the above captioned loan, please be advised the amount of the delinquency set up in your letter is approximately correct.

This Corporation is not contemplating, at the present time, foreclosure proceedings on this loan. The solution appears to be a sale of this property, and it is our understanding that the sale angle is being followed up and we have set this case ahead to May 1st, 1937 pending the outcome of the effort to sell.

Trusting this covers the information desired, we remain

Very truly yours

LEWIS W. HUNT  
Southern California  
Division Manager

By *Willis M. Holtum*

Willis M. Holtum  
Division Loan  
Service Supervisor

September 27, 1937.

Home Owners' Loan Corporation,  
139 West Fifth Street  
Los Angeles, California.

LS-GAM-1  
Re Loan 4-7-B-14376

Gentlemen:

Referring to your loan to Ivan Deach and wife  
if Deach does not pay by Oct. 5th we will pay the delinquent interest  
due you immediately and make some arrangements with you to carry on  
and take over the property ourselves.

Yours very truly,

EF M

December 4, 1937.

Home Owners' Loan Corporation,  
139 West Fifth Street  
Los Angeles, California.

Your File LS-GAM-1

Re: Loan 4-7-B-14376  
Ivan and Rachel Deach  
185 South Greenwood  
Pasadena, California.

Gentlemen:

Will you please let me know by return mail  
the status of the Deach loan and how much the balance due  
on principal, and how delinquent. I would like to know  
how much money it will take to bring the payments up to  
date of January 1st, 1938, and also how much to pay off the  
entire obligation.

I would like this information by return mail  
and oblige

Yours very truly,

KLM

DIVISION OFFICE  
**HOME OWNERS' LOAN CORPORATION**  
 139 WEST FIFTH STREET  
 LOS ANGELES, CALIFORNIA  
 December 20, 1937

Our File: LE-EDM

Ed Fletcher  
 Real Estate  
 1918-1020 Ninth Avenue  
 San Diego, California

Re: Loan 4-7-B-14376  
Deach, Ivan and Rachel

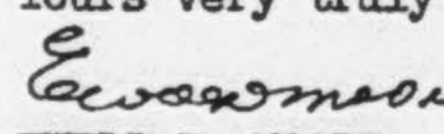
Dear Sir:

Referring to your letter of December 4 addressed to this Corporation at Los Angeles in which you request statement of the amount to bring the payments up to date ~~of~~ January 1, 1938 and also the amount to pay off the entire obligation:

I am handing you herewith statement of account, dated December 16, 1937. This statement shows the condition of the loan and the amount of the delinquency; also the amount of taxes advanced by the Corporation, with the interest rate per day from December 7, 1937 at \$.413.

Should you desire to pay the loan in full, it will be necessary for us to obtain a certified statement of the Regional Treasurer at San Francisco.

Please be advised that this office has received authorization to fore-close this mortgage.

Yours very truly  
  
 EWELL D. MOORE  
 DIVISION COUNSEL

EDM:MEW  
 Encl.  
 cc. H. J. Killen

FORM HO-A-313  
 APPROVED 4-10-37

**HOME OWNERS' LOAN CORPORATION**

TRIPPLICATE

SAN FRANCISCO REGIONAL OFFICE

**STATEMENT OF BORROWER'S ACCOUNT**

Name: IWAN & RACHEL DEACH Loan No. 4-7-B-14376  
 Address 187 So. Greenwood Ave, Pasadena, Calif. Date of Statement Dec. 16, 1937  
 Address of Mortgaged Property  
 if other than billing address \_\_\_\_\_

DATE	DETAIL	10 yr. amort. at \$28.64 per mo.
6-7-34	1 Original Amount of Loan	\$2700.00
	2 Advanced for <u>Taxes</u> <u>12-6-37</u>	331.64
	3 " " _____	
	4 " " _____	
	5 Total of Original Loan and Advances	\$3031.64
	6 Total Payments and Credits <u>\$420.00</u>	
	7 Applied to Interest <u>359.71</u>	
	8 Applied to Principal	60.29
	9 Principal Balance Due	\$2971.35
	(Including Delinquent Principal of _____)	
	10 Unpaid Interest due as of _____ 193 <u>12-7-37</u>	110.05
	11 TOTAL AMOUNT DUE <u>12-7-37</u>	\$3081.40
	12 Interest rate per day <u>\$.413 from 12-7-37</u>	
	13 Date of Last Payment: <u>2-1-37</u> Amount: <u>\$30.00</u>	

Remarks:

Daily int. rate stated above is applicable only to and including 1-6-38  
 Delinquent principal 12-7-37.....\$1004.52

d

Pursuant to the provisions of Title 28, Section 661 of the Code of the Laws of the United States (1934 Edition, page 1299), the undersigned, Regional Accountant of the Home Owners' Loan Corporation, a United States Corporation, hereby certifies that the above statement of account is a full, true and complete copy of the records of the Home Owners' Loan Corporation relating to the loan account above mentioned as appears from the records of account kept by said Corporation under my supervision, which said records are now in my custody as such Regional Accountant and on file in the S.F. Regional Office of said Corporation. Given under my hand and authenticated by the seal of the Home Owners' Loan Corporation this 16th day of December 1937.

Regional Accountant

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES

HOME OWNERS' LOAN CORPORATION,

a corporation,

Plaintiff,  
vs.

No. 426184

Action brought in the Superior Court of the  
County of Los Angeles, and Complaint  
filed in the Office of the Clerk of the  
Superior Court of said County.

SUMMONS

IVAN DEACH and RACHEL DEACH, his  
wife, TITLE INSURANCE AND TRUST  
COMPANY, a corporation, as Trustee,  
ED FLETCHER CO. a California cor-  
poration, JOHN ONE, JOHN TWO, JOHN  
THREE, JOHN FOUR, JANE ONE, JANE  
TWO, BLACK COMPANY, a corporation,  
WHITE COMPANY, a corporation, and  
JOHN FIVE and RICHARD ONE, a co-  
partnership,

Defendant. s

THE PEOPLE OF THE STATE OF CALIFORNIA SEND GREETINGS TO:

IVAN DEACH and RACHEL DEACH, his wife, TITLE INSURANCE AND TRUST  
COMPANY, a corporation, as Trustee, ED FLETCHER CO. a California cor-  
poration, JOHN ONE, JOHN TWO, JOHN THREE, JOHN FOUR, JANE ONE, JANE  
TWO, BLACK COMPANY, a corporation, WHITE COMPANY, a corporation, and  
JOHN FIVE and RICHARD ONE, a copartnership, Defendant. s

You are directed to appear in an action brought against you by the above named plaintiff in  
the Superior Court of the State of California, in and for the County of Los Angeles, and to answer  
the complaint therein within ten days after the service on you of this Summons, if served within  
the County of Los Angeles, or within thirty days if served elsewhere, and you are notified that  
unless you appear and answer as above required, the plaintiff will take judgment for any money  
or damages demanded in the Complaint, as arising upon contract, or will apply to the Court for  
any other relief demanded in the Complaint.

Given under my hand and seal of the Superior Court of the County of Los Angeles, State of  
California, this 21 day of March, 193 8

(SEAL SUPERIOR COURT  
LOS ANGELES COUNTY)

L. E. LAMPTON,  
County Clerk and Clerk of the Superior Court of the State of  
California, in and for the County of Los Angeles

By E.T. Crozier Deputy.  
E.T. Crozier

NON APPEARANCE: "A defendant appears in an action when he answers, demurs, or gives the  
plaintiff written notice of his appearance, or when an attorney gives notice of appearance for him."  
(Sec. 1014, C. C. P.)

Answers or demurrers must be in writing, in form pursuant to rule of court, accompanied  
with the necessary fee, and filed with the Clerk.

(OVER)

IN AND FOR THE COUNTY OF LOS ANGELES  
IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

Lillie Vollmer  
(SEAL) County Clerk in and for the County of Los Angeles  
State of California

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES

No. 426184  
(Space below for filing stamp only)

HOME OWNERS' LOAN CORPORATION, a  
corporation, Plaintiff  
vs.  
SUMMONS IVAN DEACH and RACHEL DEACH, his  
wife, et al, Defendant s

Benjamin S. Crow  
215 W. 7th St.  
Attorney for Plaintiff

STATE OF CALIFORNIA } ss.  
County of Los Angeles }

being sworn, says: I am and was at the time of the service of the summons herein, over the age of eighteen years, and not a party to the within entitled action; I personally served the within Summons on the hereinafter named defendants, by delivering to and leaving with each of said defendants personally, in the County of Los Angeles, State of California, at the address and the time set opposite their names, a copy of said Summons attached to a copy of the Complaint referred to in said Summons.

Name of Defendants Served	City and Street Address	Date of Service

My fees for services are, \$ \_\_\_\_\_ for \_\_\_\_\_ miles actually traveled at \_\_\_\_\_ cents per mile,  
\$ \_\_\_\_\_ Total, \$ \_\_\_\_\_

(Signed) \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 193\_\_\_\_\_

L. E. LAMPTON,  
County Clerk and Clerk of the Superior Court of the State of California, in and for the County of Los Angeles

Notary Public in and for the County of Los Angeles,  
State of California.

By \_\_\_\_\_ Deputy.

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES  
HOME OWNERS' LOAN CORPORATION,  
a corporation,  
Plaintiff,  
vs.  
IVAN DEACH and RACHEL DEACH,  
his wife, TITLE INSURANCE AND TRUST  
COMPANY, a corporation, as Trustee,  
ED FLETCHER CO., a California Cor-  
poration, JOHN ONE, JOHN TWO, JOHN  
THREE, JOHN FOUR, JANE ONE, JANE TWO,  
BLACK COMPANY, a corporation, WHITE  
COMPANY, a corporation, and JOHN  
FIVE and RICHARD ONE, a copartner-  
ship,  
Defendants.

NO. 426184  
COMPLAINT TO FORECLOSE  
MORTGAGE

Comes now the plaintiff and for cause of action against the defendants complains and alleges as follows:

I.

That plaintiff, Home Owners' Loan Corporation, of the State of California, and

and that **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF LOS ANGELES**

**HOME OWNERS' LOAN CORPORATION,**  
**a corporation,**

**NO. 426184**

**Plaintiff,**

the State of California.

**COMPLAINT TO FORECLOSE  
MORTGAGE**

**vs.**

**IVAN DEACH and RACHEL DEACH,**  
**his wife, TITLE INSURANCE AND TRUST**  
**COMPANY, a corporation, as Trustee,**  
**ED FLETCHER CO., a California Cor-**  
**poration, JOHN ONE, JOHN TWO, JOHN**  
**THREE, JOHN FOUR, JANE ONE, JANE TWO,**  
**BLACK COMPANY, a corporation, WHITE**  
**COMPANY, a corporation, and JOHN**  
**FIVE and RICHARD ONE, a copartner-**  
**ship,**

**Defendants.**

**Comes now the plaintiff and for cause of action against**  
**the defendants complains and alleges as follows:**

**I.**

**That plaintiff, Home Owners' Loan Corporation, is and**  
**during all the times hereinafter mentioned was a corporation**  
**created, organized and existing under and by virtue of an Act of**  
**The Congress of the United States known as "The Home Owners' Loan**  
**Act of 1933", being Public Act. No. 43, 73rd Congress.**

**II.**

**That the defendants John One, John Two, John Three, John**  
**Four, Jane One, Jane Two, Black Company, a corporation, White**  
**Company, a corporation, and John Five and Richard One, a copartner-**  
**ship, respectively, are designated herein by fictitious names for**  
**the reason that plaintiff is ignorant of their true names; and**  
**plaintiff prays that when their true names are learned they may**  
**be inserted herein and in all subsequent proceedings in this action,**  
**and that said action may proceed against them in their true names.**  
**Upon information and belief plaintiff alleges that the defendants**  
**Black Company and White Company is each respectively a corporation**

**BENJAMIN S. CROW,**  
**ATTORNEY AND COUNSELOR**  
**LOS ANGELES.**

Lillie Vellmer

RECEIVED: Henry Deane is not in the County of Los Angeles  
State of California

and that the defendant John Five and Richard One is a copartnership.

III.

That the defendant Title Insurance and Trust Company is and during all of the times hereinafter mentioned was a corporation organized and existing under and by virtue of the laws of the State of California. Said Title Insurance and Trust Company is trustee under a certain deed of trust executed by Ivan Deach and Rachel Deach his wife, above named, to secure an indebtedness of \$680.00, in favor of Ed Fletcher Co., a corporation, and any other amounts payable under the terms thereof, which deed of trust was recorded on August 9, 1934, in Book 12899, page 231 of Official Records of Los Angeles County aforesaid. That the lien of said deed of trust and the indebtedness thereby secured is however subject and inferior to the mortgage of plaintiff hereinafter set out. That Ed Fletcher Co. is and during all of the times hereinafter mentioned was a corporation organized and existing under and by virtue of the laws of the State of California, and is made a party defendant herein by reason of the fact that it is beneficiary under the said deed of trust in this paragraph described.

IV.

That on, to wit, June 7th, 1934, the said defendants Ivan Deach and Rachel Deach, his wife, made, executed and delivered to plaintiff their certain promissory note in writing wherein they promised to pay to plaintiff, or order, in installments at the times therein stated, the principal sum of Twenty-seven Hundred and 00/100 Dollars (\$2700.00), with interest, all according to the tenor of said promissory note, a true copy of which is as follows:

"INSTALLMENT NOTE

\$2700.00

Los Angeles, California  
(Place) (State)

June 7th, 1934  
(Date)

1 In installments as herein stated, for value received, I promise  
2 to pay to HOME OWNERS' LOAN CORPORATION, or order, at its office  
3 in Washington, D.C., the principal sum of Twenty-seven Hundred  
4 and 00/100 - - - - - Dollars \$2700.00  
5 with interest at the rate of five per centum per annum on the un-  
6 paid balance, and said principal and interest shall be payable  
7 \$28.65, monthly from date, to be applied first to interest on the  
8 unpaid balance and the remainder to principal until said debt is  
9 paid in full. Extra payments may be made at any time and interest  
10 will be charged only on unpaid balance.

11 It is agreed time is of the essence of this contract and that  
12 in the event of default in payment of any installment for a period  
13 of ninety days, the holder of this note may, at its option, declare  
14 all the remainder of said debt due and collectible, and any failure  
15 to exercise said option shall not constitute a waiver of the right  
16 to exercise the same at any other time. In the event of default  
17 in the making of any payments herein provided and if the whole of  
18 said debt is declared to be due, interest shall accrue at the rate  
19 of 6 per cent per annum. In the event of default in the payment  
20 of this note and if the same is collected by an attorney at law,  
21 I agree to pay all costs of collection, including a reasonable  
22 attorney's fee, not exceeding ten per cent.

23 This note is secured by a mortgage upon real property.

24 IVAN DEACH

Ivan Deach

(Signature)

25 RACHEL DEACH

Rachel Deach

(Signature)

26 185 So. Greenwood Ave.

27 Pasadena, California

28 Mail Address

29 That ever since said 7th day of June, 1934, plaintiff has been  
30 and now is the owner and holder of said promissory note.

31 V.

32 That contemporaneously with the execution and delivery  
of said promissory note, as a part of the same transaction and for  
the purpose of securing the payment of the indebtedness evidenced  
by said note according to the tenor thereof, together with at-  
torney's fees, costs and expenses of foreclosure, expenses of  
examination of title, expenses of insurance and expenses of taxes  
and assessments, and other matters appearing by the terms of the  
mortgage hereinafter referred to, the said defendants Ivan Deach  
and Rachel Deach executed and delivered to plaintiff a certain  
indenture of mortgage to certain real property, of which they were  
and are the record owners, situated in the City of Pasadena,  
County of Los Angeles, State of California, described as:



1 Lot 40 of Nevin Place, as per map recorded  
2 in Book 12 Page 48 of Maps, in the office  
3 of the County Recorder of said County,  
4 including all buildings and improvements thereon (or that may  
5 hereafter be erected thereon), together with the hereditaments and  
6 appurtenances thereunto belonging and other objects and things  
7 connected therewith and situated thereon, as in said mortgage de-  
8 scribed. Said mortgage, being so executed, was duly acknowledged  
9 and proved according to law before a Notary Public in and for the  
10 County of Los Angeles, State of California, and being so ack-  
11 nnowledged and proved was thereafter, to wit: on August 9, 1934,  
12 recorded in Book 12875 Page 258 of Official Records, in the office  
13 of the County Recorder of said County of Los Angeles, State of  
14 California. A true copy of said mortgage with the acknowledgement  
15 thereof, together with the endorsements thereon, is hereto attached,  
16 marked Exhibit "A", and for all purposes referred to and made a part  
17 hereof.

18 VI.

19 That it is provided in said promissory note that in the  
20 event of default in payment of any indebtedness for a period of  
21 ninety (90) days the holder of such note may at its option declare  
22 all the remainder of said debt due and collectible. No part of  
23 said principal sum of said promissory note has been paid except the  
24 sum of \$60.28, and no interest has been paid thereon except the  
25 sum of \$359.72, leaving an unpaid principal due and owing of  
26 \$2639.72, and leaving unpaid interest due as of November 7, 1937,  
27 in the sum of \$99.00, and that the sum of \$2639.72 principal with  
28 interest thereon at the rate of five per cent from November 7,  
29 1937, together with interest accrued on said last mentioned date  
30 of \$99.00, is due owing and unpaid.

31 VII.

32 That under the provisions of said mortgage it is provided

1 that the mortgagor agrees to pay when due all taxes, assessments  
2 and encumbrances of every nature which are, or appear to be liens  
3 on said property or any part thereof, and that if the same be not  
4 promptly paid the mortgagee may at any time pay the same without  
5 waiving or affecting the option to foreclose, and every payment  
6 so made shall be payable on demand and bear interest from the date  
7 thereof, and that all sums expended by the mortgagee in payment of  
8 said taxes and/or assessments, including interest, are secured by  
9 said mortgage. Reference for further particulars is hereby made  
10 to the copy of said mortgage attached hereto as Exhibit "A" and  
11 particularly to paragraphs numbered "Fourth", subdivisions "A 1"  
12 and "B 1" thereof. That for the necessary protection of its  
13 security under said mortgage plaintiff has paid the following taxes  
14 and assessments upon said property, which at the time of payment  
15 were due and delinquent and constituted a lien on said property  
16 to wit: the sum of \$27.96 paid by plaintiff on December 6, 1937,  
17 to the City of Pasadena, for Pasadena City taxes for 1937-38; the  
18 sum of \$99.44, paid on December 10, 1937, to the City of Pasadena,  
19 to redeem the said property from tax sales to said City for de-  
20 linquent taxes for the years 1934-35, 1935-36 and 1936-37; the sum  
21 of \$150.74, paid on December 20, 1937, to redeem said property  
22 from a tax sale for the delinquent taxes of 1934-35, 1935-36,  
23 1936-37; the sum of \$53.50 paid on December 6, 1937, to the said  
24 County of Los Angeles, in payment of 1937-38 Los Angeles County  
25 taxes. That none of said amounts so paid by plaintiff for taxes  
26 has been repaid to plaintiff, and that the said amounts together  
27 with interest thereon at the rate of five per cent per annum from  
28 the respective dates of payment are unpaid due and owing to  
29 plaintiff, are embraced in said mortgage lien and subject to fore-  
30 closure thereunder.

31 VIII

32 That under the terms of said mortgage it is provided that

1 the mortgagor agrees to pay besides the costs and expenses in any  
2 action brought to foreclose said mortgage, such sums as the mort-  
3 gagee may pay for examination of title to the mortgaged property,  
4 which sums are declared to be a lien upon said property and secured  
5 by said mortgage. That on January 19, 1938, and in preparation  
6 for this action, plaintiff paid to the Title Insurance and Trust  
7 Company the sum of \$18.00 for a necessary title search and mortgage  
8 foreclosure guarantee on the property secured by said mortgage.  
9 That no part of said sum has been repaid to plaintiff and that the  
10 same together with interest thereon from January 19, 1938, at the  
11 rate of five per cent per annum is unpaid due and owing to plaintiff,  
12 embraced in said mortgage lien and subject to foreclosure thereunder.

13 IX.

14 That under the provisions of said promissory note and  
15 mortgage it is provided that there shall be allowed to plaintiff  
16 and secured by said mortgage a reasonable attorney's fee, not ex-  
17 ceeding ten per cent of the amount due in case of action brought  
18 to foreclose said mortgage. Plaintiff has employed an attorney  
19 to conduct this action and claims such sum as by the court shall  
20 be found reasonable, not exceeding ten per cent of the amount due  
21 as attorney's fees herein.

22 X.

23 That by the terms of said mortgage it is provided that  
24 in the event of foreclosure the decree of the court may provide  
25 that the property herein mortgaged may be sold en masse or in  
26 separate parcels. Plaintiff elects to have said property sold  
27 en masse and asks that the decree so provide.

28 XI.

29 That the defendants John One, John Two, John Three,  
30 John Four, Jane One, Jane Two, Black Company, a corporation, White  
31 Company, a corporation, and John Five and Richard One, a copart-  
32 nership, and each and all of the defendants in this action, have

1 or claim to have some estate, right, title or interest in and to  
2 the property described in said mortgage, or some part thereof,  
3 either as purchasers, mortgagees, judgment creditors, or other-  
4 wise, but that the interest, claim or lien, if any of said de-  
5 fendants and each of them is subsequent and subject and subor-  
6 dinate to plaintiff's claim and the lien of said mortgage.

7 WHEREFORE, plaintiff prays judgment against the defend-  
8 ants herein as follows:

9 1. That the court determine and adjudge the following  
10 amounts to be due the plaintiff under the terms of said note and  
11 mortgage:

12 (a) The principal sum of \$2639.72 with interest thereon  
13 at the rate of five per cent per annum from November 7, 1937, to  
14 date of judgment, together with interest accrued on said last  
15 mentioned date in the sum of \$99.00;

16 (b) The following amounts expended by plaintiff for taxes  
17 with interest thereon at the rate of five per cent per annum from  
18 the respective dates of payment to date of judgment: \$27.96  
19 paid on December 6, 1937, to the City of Pasadena; \$99.44 paid on  
20 December 10, 1937, to the City of Pasadena; \$150.74 paid on  
21 December 20, 1937, to Los Angeles County, and \$53.50 paid on  
22 December 6, 1937, to Los Angeles County;

23 (c) The sum of \$18.80 expended for a title search and  
24 foreclosure guarantee in connection with this foreclosure pro-  
25 ceeding, together with interest thereon at the rate of five per cent  
26 per annum from January 19, 1938 to date of judgment;

27 (d) For a reasonable attorney's fee;

28 (e) For plaintiff's costs herein incurred;

29 2. That each and all sums above set forth be determined  
30 and adjudged to be secured by the lien of said mortgage as to the  
31 property therein described.

32 3. That the said mortgage be foreclosed and the property,  
or so much thereof as may be necessary, be sold according to law

1 by the Sheriff or by a Commissioner appointed by the court.

2 4. That the proceeds of said sale be applied to the  
3 payment of plaintiff's costs and expenses of said sale and to the  
4 payment of the sums found to be due to the plaintiff herein, in-  
5 cluding the costs and expenses of this action, rendering the over-  
6 plus if any to the said defendants Ivan Deach and Rachel Deach,  
7 the record owners of said property, or to such other person or  
8 persons as prior to said sale shall establish his or their right  
9 thereto.

10 5. That said property be sold en masse and that plain-  
11 tiff be permitted to bid and purchase the same at said sale.

12 6. That the defendants and each and all of them and all  
13 persons claiming by, through or under them, or any of them, be  
14 barred and foreclosed of any right, title or interest, equity of  
15 redemption or estate in and to said mortgaged property or any  
16 part thereof.

17 7. That if the proceeds from the sale of said property  
18 are insufficient to pay the amount found due the plaintiff as  
19 aforesaid, and it so appears from the Sheriff's or the Commis-  
20 sioner's return, judgment for such deficiency be thereupon entered  
21 in accordance with the statute in such case made and provided  
22 against the said defendants Ivan Deach and Rachel Deach.

23 8. That plaintiff do have such further and general  
24 relief as may be just and agreeable to equity.

25 BENJAMIN S. CROW  
26 Attorney for Plaintiff

MORTGAGE

THIS MORTGAGE Made

This Seventh day of June

1934

By

IVAN DEACH and RACHEL DEACH, his wife,

hereinafter called MORTGAGOR TO HOME OWNERS' LOAN CORPORATION, hereinafter called MORTGAGEE,

WITNESSETH: That Mortgagor hereby mortgages to Mortgagee the real property in the City of Pasadena County of Los Angeles, State of California, described as

**Lot 40 of Hovin Place, as per map recorded  
in Book 12 Page 48 of Maps, in the office  
of the County Recorder of said County.**

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the hereditaments and appurtenances thereunto belonging and also together with all disappearing beds, ice boxes, mechanical refrigeration units, equipment for heating, lighting, and cooking, mirrors, doors and window shades and personal property as are ever furnished by a landlord in letting or operating an unfurnished building similar to the buildings erected upon said mortgaged premises and now or hereafter installed therein by the Lienor or his assigns which shall be deemed between the parties hereto and all parties claiming by, through or under him, an accession to the freehold and a part of the realty and encumbered by this lien; together with water and water rights, pipes, flumes, ditches and other rights thereunto belonging, or in any wise now or hereafter appertaining thereto, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

Exhibit "A"

FOR THE PURPOSE OF SECURING

FIRST: Payment of the indebtedness evidenced by that certain promissory note (and any renewal or extension thereof) in the form immediately following, together with any other obligation, however evidenced, imposed upon the mortgagor by the terms of this mortgage:

\$ 2700.00

Los Angeles, California  
(Place) (State)

June 7th 1934  
(Date)

In installments as herein stated, for value received, I promise to pay to HOME OWNERS' LOAN CORPORATION, or order, at its office in Washington, D. C., the principal sum of Twenty-seven Hundred and 00/100 - - - - - Dollars

\$ 2700.00 with interest at the rate of five per centum per annum on the unpaid balance, and said principal and interest shall be payable \$ 23.63 , monthly from date, to be applied first to interest on unpaid balance and the remainder to principal until said debt is paid in full. Extra payments may be made at any time and interest will be charged only on unpaid balance.

It is agreed time is of the essence of this contract and that in the event of default in payment of any installment for a period of ninety days, the holder of this note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. In the event of default in the making of any payments herein provided and if the whole of said debt is declared to be due, interest shall accrue at the rate of 6 per cent per annum. In the event of default in the payment of this note and if the same is collected by an attorney at law, I agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent.

This note is secured by a mortgage upon real property.

Ivan Deach

Rachel Deach

SECOND: Payment of attorney's fees, in a reasonable sum to be fixed by the Court, not exceeding ten per cent, and all costs and expenses in any action brought to foreclose this mortgage or any action or proceeding affecting the rights either of Mortgagor or Mortgagee in said real property, whether such action or proceeding progress to judgment or not; also such sums as Mortgagee may pay for examination of title to, or for surveying, the mortgaged property, all of which sums, including said attorney's fees, Mortgagor agrees to pay, and the same are hereby declared a lien upon said property and are secured hereby.

THIRD: To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and of this mortgage, or either, promptly on the days respectively the same severally become due and payable.

FOURTH: A. 1. Mortgagor agrees to pay, when due, all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature which are or appear to be liens upon said property or any part thereof, including taxes, if any levied under the law of said State, upon this mortgage or the debt secured thereby, and deliver the official receipts therefor to the Mortgagee, or a certificate signed by each taxing official to whom such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Mortgagee, its legal representatives or assigns, may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall be payable on demand and bear interest from the date thereof at the rate of six per cent per annum and Mortgagor hereby waives all right to treat payment of such taxes, assessments, levies, liabilities, obligations, and encumbrances, as a payment on such debt or as being to any extent a discharge thereof.

2. Mortgagor also agrees to keep all buildings erected and to be erected upon said land and all equipment herein mortgaged insured against loss or damage by fire or other casualty to the amount required by, and in insurance companies satisfactory to the Mortgagee, with all premiums thereon paid in full, with a mortgage clause attached in favor of Mortgagee, in a form satisfactory to the Mortgagee. In the event any sums of money become payable under such a policy or policies, the Mortgagee, its legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagor to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or rights under or by virtue of this mortgage, and may place and pay for such insurance or any part thereof, without waiving or affecting the option to foreclose, or to exercise any right hereunder, and each and every payment shall be payable on demand, and bear interest from date at the rate of six per cent per annum.

3. In the event that said taxes, assessments, charges, expenses, or encumbrances agreed to be paid by Mortgagor, be not so paid, or said buildings not so insured, in said insurance policies with said mortgage clause attached, or said adverse claims against said property not paid, settled or removed, then the Mortgagee, being hereby made sole judge of the legality thereof, may, without notice to Mortgagor, pay such taxes, assessments, charges, expenses, or encumbrances, obtain such insurance policies and pay or settle or cause to be removed, by suit or otherwise, all such adverse claims, and every such payment by the Mortgagee shall be payable on demand, and bear interest from date at the rate of six per cent per annum.

B. 1. Mortgagor agrees to keep said property in good condition and repair and to permit no waste thereof, and should said property or any part thereof require inspection, repair, care or attention of any kind or nature not provided by Mortgagor, the Mortgagee, being hereby made sole judge of the necessity therefor, may, without notice to Mortgagor, enter, or cause entry to be made upon said property, and inspect, repair, protect, care for or maintain said property as Mortgagee may deem necessary. All sums expended by Mortgagee in doing any of the things in this mortgage authorized are secured hereby and shall be paid to Mortgagee by Mortgagor in legal tender of the United States on demand, with interest from date of expenditure at the rate of six per cent per annum.

2. Mortgagor agrees not to erect or permit to be erected any buildings on the premises herein mortgaged or to add to or permit to be added to any of the existing improvements thereon without the written consent of the holder or holders of said note, and in the event of any violation or attempt to violate this stipulation, the said note shall immediately become due and collectible at the option of the holder thereof.

3. Should foreclosure proceedings of any second mortgage or second deed of trust or any junior lien of any kind be instituted, Mortgagee may, at its option, immediately declare its lien and the note that the same secures, due and payable, and may begin such proceedings as may be necessary to protect its interests in the said premises.

C. Mortgagor promises to pay said promissory note according to its terms and conditions, and all other sums of money herein referred to, within ninety days next after the same severally become due and payable, and in case of default in payment



of principal or interest, when due, or in the payment of any other monies herein agreed to be paid, or in the performance of any covenant or agreement herein contained on the part of Mortgagor, then the whole sum of money then secured by this mortgage shall, at the option of the holder of said promissory note, become immediately due, and this mortgage may thereupon, or at any time during such default, be foreclosed and the filing of a complaint in foreclosure shall be conclusive notice of the due exercise of such option.

D. In the event of foreclosure the decree of the court may provide that the property herein described be ordered sold en masse, or in separate parcels, at the option of the plaintiff in such action.

E. It is hereby agreed, as part of the security of Mortgagee, that if default should be made in payment of the principal of said promissory note, or in payment of any interest thereon when due, or in any other payment in this mortgage provided, within ninety days next after the same severally become due and payable, or in any covenant or agreement herein provided to be performed by Mortgagor, then, and in each such case, Mortgagee without limitation or restriction by any present or future law, shall have the absolute right, upon commencement of any judicial proceeding to enforce any right under this mortgage, including foreclosure thereof, to the appointment of a receiver of the property hereby mortgaged and of the revenues, rents, profits and other income thereof, and that said receiver (in addition to such other powers as the court making such appointment may confer, shall have full powers to collect all such income, and after paying all necessary expenses of such receivership and of operation, maintenance and repair on said property, to apply the balance to payment of any sums then due hereunder.

F. In the event of foreclosure and the sale of said property, the Mortgagee shall collect the proceeds of said sale and reserve therefrom the entire amount of principal and interest then due, together with the amount of all taxes, assessments, premiums of fire insurance and other charges and expenses theretofore paid by the Mortgagee, with interest on such payments at the rate of six per cent per annum from date of payment.

G. Mortgagor agrees that Mortgagee may at any time without notice, and without affecting the personal liability of any person for payment of indebtedness hereby secured, or the lien of this mortgage upon the remainder of the mortgaged property for the unpaid portion of said indebtedness, release any part of said mortgaged property from the lien of this mortgage.

H. Every covenant, stipulation, promise and agreement herein shall bind and inure to the benefit of Mortgagor and Mortgagee, and their respective heirs, successors and assigns.

I. In this mortgage, whenever the context so requires, the masculine gender includes the feminine, the singular number includes the plural, and the word "Note" includes all promissory notes or other evidences of indebtedness secured hereby.

WITNESS the hand <sub>s</sub> of Mortgagor <sub>s</sub>

Ivan Deach

Rachel Deach

Exhibit "A"

STATE OF CALIFORNIA )  
                          ) SS.  
COUNTY OF Los Angeles )

On this **13th** day of **July** in the year 193**4** before me,  
**Erin V. Grass** a Notary Public in and for said County  
and State, personally appeared **Ivan Deach and Rachel Deach**

known to me to be the persons described in and whose names are subscribed to  
the within instrument, and acknowledged to me that they executed same.

WITNESS my hand and official seal the day and year in this certificate  
first above written.

Erin V. Grass  
Notary Public in and for said County and  
State.

(Notarial Seal)

My Commission Expires **14** day of **Dec.**, 193**8**

Lillie Vollmer  
Notary Public in and for the County of Los Angeles  
State of California

Order No. **51**

Escrow No. **1349567-EMC**

When Recorded Please Mail To:

**HOME OWNERS' LOAN CORPORATION  
Title Insurance and Trust Co.  
433 So. Spring St.  
Los Angeles, Calif.**

RECORDED AT REQUEST OF  
**Title Insurance & Trust Co.**  
Aug 9 1934 at 8:30 A.M.

In Book **12075** Page **258**

of Official Records  
**Los Angeles** County, Calif.

**C.L. Logan, County Recorder**

I certify that I have correctly transcribed this document in above mentioned book

**B. D. Beck**

Copyist County Recorder's office  
**Los Angeles** County, California

COMPARED

Read by **Freedman**

Document **Binford**

**MORTGAGE**

**IVAN DRACH**

**RACHEL DRACH**

To

**HOME OWNERS' LOAN CORPORATION**

**Dated June 7th, 1934**

**HOME OWNERS'  
LOAN CORPORATION**

Little Volmer

17 day of March 19 28

H. O. Kaste

SUBSCRIBED AND SWORN to before me this

for and in behalf of said corporation as such officer  
matters and things he believes it to be true, and makes this certification  
to the matters and things therein stated on his information or belief, and that as to those  
and knows the contents thereof; and that the same are true of his own knowledge except as  
that he has read the foregoing complaint to foreclose mortgage  
in the above entitled matter;  
California Division of Home Owners' Loan Corporation, Plaintiff  
deposes and says that he is Assistant Division Manager of Southern  
H. O. Kaste  
being by me first duly sworn

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

Order No. 31  
Escrow No. 1349567-180  
When Recorded Please Mail To:

HOME OWNERS' LOAN CORPORATION  
Title Insurance and Trust Co.  
433 So. Spring St.  
Los Angeles, Calif.

In the SUPERIOR COURT of the State of California  
In and for the County of Los Angeles

No. 426784

(Title of Pleading)

[For Clerk's Filing Stamp]

WOMEN'S INTERNATIONAL LEAGUE FOR PEACE AND FREEDOM

vs.

THE UNITED STATES OF AMERICA

Plaintiff

Defendant

BENJAMIN S. CROW  
212 WEST SEVENTH STREET  
LOS ANGELES  
CALIF. 90014

Attorney for Plaintiff

Received copy of the within this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Attorney for \_\_\_\_\_

Received copy of the within this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Attorney for \_\_\_\_\_

AFFIDAVIT OF SERVICE BY MAIL—RULE C, C.P.

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

Being first duly sworn, says That affiant is a citizen of the United States and a resident of the County of Los Angeles; that affiant is over the age of eighteen years and is not a party to the within and above entitled action; that affiant's business/residence address is \_\_\_\_\_

that on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, affiant served the within \_\_\_\_\_

on the \_\_\_\_\_ in said action, by placing a true copy thereof in an envelope addressed to the attorney, \_\_\_\_\_ of record for said \_\_\_\_\_ at the residence office address of said attorney, as follows:

and by then sealing said envelope and depositing the same with postage thereon fully prepaid in the United States Post Office at Los Angeles, California, where is located the office of the attorney, for the personal use and use of the \_\_\_\_\_

and that there is delivery service by United States mail at the place so addressed, provided there is a regular mail \_\_\_\_\_

April 20, 1938.

Mr. Lewis W. Hunt,  
Southern California Division Manager,  
Home Owners' Loan Corporation  
139 West Fifth Street,  
Los Angeles, California.

File LS-GAM-1

My dear Mr. Hunt:

Lot 40 of Nevin Place, as  
per Map recorded in B. 12, P 48  
of Maps, in the office of the  
Co. Recorder of said County

Mr. and Mrs. Ivan Deach first gave us a second trust deed  
in the sum of \$1300.00 on the above described property. They paid us  
less than \$100 on this, and as the first mortgage to the bank was badly  
in arrears it was re-financed thru the Home Owners' Loan Corporation  
at which time we discounted the amount due us to \$676.00 at the request  
of your organization to permit the refinancing.

He has paid us nothing on this obligation of \$676.00 and  
is to vacate the property on the 1st of June. He has been getting the  
benefit of all the rents, etc until the last month or two when we forced  
him to turn things over to us, and recently the house has been painted  
by the tenant, in lieu of rent, and things are looking a little better.

Would you consider making out new papers to us on the  
payment of \$100.00 down, and \$30.00 per month, providing we pick up the  
back taxes. This would be appreciated. I believe that the company will  
be able to handle it. We want to save something out of the wreck  
as we have many hundreds of dollars involved.

We understand that foreclosure has been started. Will  
you please help us get this situation untangled.

Yours sincerely,

\_\_\_\_\_  
ED FLETCHER CO. President

EF M

DIVISION OFFICE  
HOME OWNERS' LOAN CORPORATION

139 WEST FIFTH STREET  
LOS ANGELES, CALIFORNIA

May 7, 1938

Our reference IS:HJK

Mr. Ed Fletcher, President  
Ed Fletcher Company  
1018-20 Ninth Avenue  
San Diego, California

RE: Loan 4-7-B-14376  
DEACH, Ivan and Rachel  
187 South Greenwood Avenue  
Pasadena, California

Dear Mr. Fletcher:

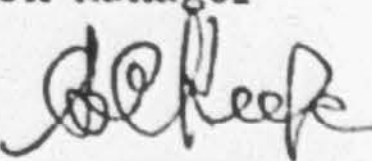
Your recent letter relative to the above  
captioned loan account has been given our careful atten-  
tion.

Decree has been taken in connection with  
the foreclosure proceedings of the mortgage held by this  
Corporation. In view of this fact a proposal by the  
holder of a junior lien to re-instate our loan would, of  
necessity, have to provide for payment in full of the  
total indebtedness to this Corporation in order to comply  
with our regulations governing matters of this kind.

Since full redemptions are under the juris-  
diction of the Legal Department may we suggest that, in  
the event you wish to continue negotiations along these  
lines, you communicate further with our Division Counsel,  
Mr. Ewell D. Moore.

Very truly yours,

LEWIS W. HUNT  
Southern California  
Division Manager

By   
B. C. KEEFE  
Assistant Division Manager

May 10, 1938

Mr. Ewell D. Moore, Division Counsel  
Home Owners' Loan Corporation  
139 West 5th Street  
Los Angeles, California

Re:-Loan-4-7-B-14376  
BEACH, Ivan and Rachel

My dear Mr. Moore:

Enclosed find letter from Mr. Keefe that is explanatory.

Please let me know what the total indebtedness is to your Corporation and what I would have to do in order to save my equity.

Anything you can do to make it easy for us will be gratefully appreciated.

Please return Mr. Keef's letter.

Sincerely yours,

EF/jv  
Encl.

SOUTHERN CALIFORNIA DIVISION OFFICE  
HOME OWNERS' LOAN CORPORATION  
139 WEST FIFTH STREET  
LOS ANGELES, CALIFORNIA

May 13, 1938

Mr. Ed Fletcher  
c/o Ed Fletcher Company  
1018 Ninth Avenue  
San Diego, California

Dear Mr. Fletcher:

Re: Loan No. 4-7-B-14376  
Ivan and Rachel Deach

We acknowledge receipt of your letter of May 10, 1938, and advise that the approximate amount due this Corporation under the above numbered loan at this time is in the neighborhood of \$3255, plus any fees or expenses incurred by the Commissioner appointed to conduct the foreclosure sale. We are advised by said Commissioner that the foreclosure sale in this instance has been set to be held on June 7, 1938.

In the event you definitely desire to pay to this Corporation the full amount owing under the decree of foreclosure rendered on April 28, 1938, and prior to said sale date, it will be necessary for you to advise this office immediately to that effect and also advise whether you desire to pay the amount due directly to this Corporation or wish the matter handled through an escrow duly opened for that purpose at a bank or title company. In the latter event kindly state the name of the escrow and number of the escrow. After June 7, 1938, additional costs and fees will have accrued and the property will then be subject to redemption from the foreclosure sale for a period of one year from such sale date.

You are informed that we are not authorized to withhold the foreclosure proceedings unless we are advised that you are in a position to pay the amount due or that you have opened an escrow for that purpose.

You will note the above amount is only an estimate and as our statements of account are prepared at the Regional office in San Francisco, we ask that you advise us immediately in the event you desire to pay the indebtedness in order that such

# HOME OWNERS' LOAN CORPORATION

Ed Fletcher  
4-7-B-14376

-2-

May 13, 1938

statement may be obtained in due time.

In the meantime our foreclosure will proceed.

We are returning herewith, as requested, Mr. B. C. Keefe's original letter to you of May 7, 1938.

Yours very truly

Ewell D. Moore  
Division Counsel

By:

  
Wm. O. Montagu

WOM/as

cc: A. J. Coogan (Jeffress)  
Lewis W. Hunt (Keefe-LS:HJK)  
Benjamin S. Crow, Attorney  
R. E. Allen, Commissioner



**Ed Fletcher Papers**

**1870-1955**

**MSS.81**

**Box: 12 Folder: 22**

**General Correspondence - Home Owners Loan Association**



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