

THE Hesperian

1881

(1881)

1881

and the Hesperian Company

1881

1881

1881

1881

THE ASSURANCE

CO.

(LIMITED)

INCORPORATED

IN THE STRAITS SETTLEMENTS

AND IN THE FEDERATED MALAY STATES

REGISTERED CAPITAL, £1,000,000

PAID-UP CAPITAL, £250,000

HEAD OFFICE, SINGAPORE.

Chas E. Gillon

1000⁰⁰ Loan 8.19.07

James A. Murray Personal
February 9, 1912

In the Superior Court of the County of San Diego, Cal.

Juan M. Lucio,

vs

Commercial Bank of San Diego, et als,

(Final Decree.)

This cause coming on regularly for hearing and final decree upon the report of Chas. J. Fox, O. H. Borden and N. C. J. Woodsen, Referees heretofore appointed by order of this Court to make partition of the lands in the complaint described

Report filed Jan'y 14 1886, and approved March 22, 1886,

And by which report it appears that said referees have made partition of the premises described in the complaint described, and in the interlocutory decree herein entered and filed on the 7th of Jan'y, 1885 to-wit:

The tract of land known as the Rancho Mission of San Diego, except certain specific parts

And it appears that said Referees have divided the whole of said premises into different allotments,

And the Court being fully advised, it is now, adjudged, ordered and decreed that the several parties hereinafter named, do have set apart to them respectively, in lieu of their former estate in said Rancho Mission of San Diego, free, clear and discharged of any claim, title or ownership therein of the other parties to this action, as described immediately following their respective names, to-wit:

To Robert Allison there is allotted and set apart in severalty, the tract of land designated as lot 12 upon said map and described as follows, to-wit: Commencing at a post at Cor. 3 Lot 11, also marked lot 12 cor. 1; running thence North 19° W. 37 chains to a post at Cor. 2 lot 11, also marked lot 12, cor. 2; thence W 12 chains 35 links to a post at cor. 3 lot 9, also marked lot 12 cor. 3; thence North 20 chains to a post at cor. 4 lot 8; also marked lot 12 cor. 4; thence W. 40 chains to a post at cor 3 lot 8; also marked lot 12 cor. 5; thence North 56 chains to a post at cor. 2 lot 8, also marked

lot 12, cor. 6; thence E 6 chains and seventy links to a post at cor. 5 lot 7; also marked lot 12 cor. 7; thence N 31 chains to a post at cor. 4 lot 7, also marked lot 12 cor. 8; thence E 33 chains and links to a post at cor. 4 lot 3; also marked lot 12 cor 9; thence N. 53 chains to a post at cor. 3, lot 3 also marked lot 12 cor. 10; thence E 9 chains and 50 links to a post at cor. 2 lot 3, also marked lot 12 cor. 11; thence N 45° E 42 chs. and 42 links to a post at cor. 1 lot 3, also marked lot 12 cor 12; thence N 16 chains to a post at cor 2 lot 1, also marked lot 12 cor 13; thence East 40 chains to a post at cor 1 lot 1, also marked lot 12 cor 14, on the East line of the Rancho; thence N on east line 74 chains to a post marked lot 12 cor 15; thence West 160 chains to a post marked lot 12 cor 16; thence South 86 chains and 75 links to a post marked lot 12 cor 17; thence W forty chains to a post marked lot 12 cor 18; thence South 277 chains and 25 links to a post marked lot 12, cor 19, on the South line of the Ranch thence along South line N. 71° 15' East 152 chains and 35 links to the beginning, containing 4252 20/100 acres.

That the costs assessed be and constitute a lien upon the respective lands as partitioned and allotted by the Decree to the aforesaid parties respectively.

W. T. McNealy, Judge.

April 9 1886.

Recorded in Book 73 of Deeds, page 1.

1
2 AGREEMENT.

3 Dated Dec. 31 " 1886.

4 Consideration \$500.00

5 R. Allison,

6 With

7 H. H. Webb,

Covenants: Agreement.

8 situate in the County of San Diego, State of California,
9 First party agrees to convey the W 1/2 of S E 1/4 of Sec. 24 and
10 all of N W portion of N E 1/4 of Sec. 25 lying North of North
11 Chollas Road, all containing 100 acres more or less, and being
12 portion of Mission Rancho. The time for the execution for the
13 deed shall be any time on or before the expiration of 16 1/2
14 months from date thereof to be delivered only upon the further
15 payment of a sum equal to \$20.00 per acre. Said \$500.00 shall
16 be applied as part purchase money and at the rate of \$20.00
17 per acre; as above stated the second party agrees to pay 8%
18 interest upon unpaid balance if said balance is not paid within
19 16 1/2 months said \$500.00 becomes the property of first
20 party as liquidated damages after receiving such payment the
21 first party will execute and deliver a deed free of all incum-
22 brances, and in case of failure to deliver said deed, first
23 party holds himself bound to to pay second party the sum of
24 \$2000.00 Damages.

25 Signed R. Allison,

26 H.H. Webb.

27 Acknowledged Dec. 31, 1886,
28 Before J.O.W. Paine, N.P., with official seal affixed,
29 San Diego County.

30 Filed for record Feb'y 11" 1887 at 10 hours 45 min. A.M.

Recorded in Book 79 of Deeds, page 47.

E.G. Haight, Recorder.

SPECIAL POWER OF ATTORNEY.

H. H. Webb,

to

Dated 7/7-----18

W. E. Robinson.

KNOW ALL MEN BY THESE PRESENTS:

That I, H. H. Webb, have made, constituted and appointed, and by these presents do make, constitute and appoint W.E. Robinson my true and lawful attorney for me and in my name, place and stead, and for my use and benefit to sell, convey and transfer, to lease, let and in any manner dispose of as in his judgment may seem best all my right, title and claim in and to all and every lands conveyed to me or in which I may have any interest, wherein the grantor or party to any evidence in writing is one Robert Allison of San Diego.

GIVING AND GRANTING unto my said Attorney full power and authority to do and perform all and every act and thing whatsoever, requisite and necessary to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present. Hereby certifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue of these presents.

Signed, H.H.Webb.

Acknowledged, Dec. 31 1886, before J.O.W.Paine, Notary Public San Diego Co. with official seal affixed.

Filed for record Jan'y 28" 1887, at 4 P.M.

Recorded in Book 4, Powers of Attorney, page 160.

E.G.Haight,

County Recorder.

DEED.

Dated Dec. 31st 1887.

Consideration \$11700.00

Covenants: GRANT.

H. H. Webb, by
W. E. Robinson his
Atty in Fact.

to

Charles F. Francisco.

CONVEYS, situate in the County of San Diego, State of California, the W 1/2 of S E 1/4 Sec. 24, and all that portion of N E 1/4 of Sec. 25 lying North of North Chollas Road, said land being a portion of Lot 12 of Rancho Ex Mission Twp. 16 S R 2 W, according to partition map.

Witness:

Signed: H.H.Webb, By W.E.
Robinson, his attorney in
Fact.

Acknowledged: Dec. 31st 1887,
Before C. E. Heath, N.P. with official seal affixed,
San Diego Co.

Filed for record Jan'y 26th 1888 at 3 hours 25 min. P.M.

Recorded in Book 114 of Deeds, page 221. E.G.Haight, Recorder.

Remarks: Before me, C.E. Heath, personally appeared W. Robinson, known to me to be the person described in, and whose name is subscribed to the within instrument, as the Attorney in fact of H. H. Webb, and the said W. Robinson acknowledged to me that he subscribed the name of H. H. Webb thereto as principal, and his own name as attorney in fact.

D E E D.

Dated Jan'y 12th 1888.

R. Allison,

Consideration \$1800.00

to

Covenants: GRANT

C. F. Francisco.

CONVEYS, situate in the County of San Diego, State of California,

The W 1/2 of S E 1/4 of Sec. 24, and all of the N W portion of N E 1/4 of Sec 25 lying N of North Chollas Road, Twp. 16, S. R. 2 W S.B.M., containing 89 96/100 acres.

Witness:

Signed: R. Allison.

Acknowledged: Jan'y 12th 1888.

Before T. Higgins, N.P., with official seal affixed,

San Diego County.

Filed for record Jan'y 26th 1888, at 3 hours 25 min. P.M.

Recorded in Book 114 of Deeds, page 222.

E.G. Haight, Recorder.

D E E D.

Dated Jan'y 21st 1888.

H. H. Webb,

Consideration \$1.00

to

C. F. Francisco.

Covenants: Grant, bargain,
sell, assign, transfer, and
convey

CONVEYS, situate in the County of San Diego, State of Cal-
ifornia, All my right, title and interest in a certain con-
tract or agreement dated Dec. 31st 1886, executed by and be-
tween Robert Allison, and H. H. Webb, wherein said Allison
agreed to convey to said Webb the W 1/2 of S E 1/4 of Section
24 and all the N W portion of N E 1/4 of Section 25 lying North
of the North Chollas Road, containing in aggregate 100 acres
more or less, being portion of Ex Mission Rancho, said con-
tract is recorded in Book 79, page 47 of official records
San Diego Co.

Signed: H.H. Webb.

Acknowledged:

Jan'y 21st 1888.

Before Otis V. Sawyer N. P. with official seal affixed,

San Francisco.

Filed for record Jan'y 26th 1888 at 3 hours 25 min. P. M.

Recorded in Book 113 of Deeds, page 126.

E. G. Haight, Recorder.

WATER CONTRACT AND ASSIGNMENT:

C. F. Francisco,

with

Date Feb'y 1st 1888.

San Diego Flume Co.

Whereas the San Diego Flume Co. desires to furnish a supply of water for the Desert Mesas surrounding the City of San Diego,

Now therefore, in consideration of the benefits which will result to my said property hereinafter described, I hereby covenant, promise and agree to and with said Company to pay to it or its assigns, the sum of ten cents per (1,000) gallons for all water to be used on the land hereinafter described, in the manner following, that is to say as the may be called for on the conditions herein mentioned to be taken from the main Pipe line of the San Diego Flume Co. in quantities of not less than ~~thirty~~ 30,000 gallons per acre per annum

And I further promise to pay, from and after the time said Company shall allow me to use of its water, the sum so agreed to be paid for each 1000 gallons measured by metre or other appliances Provided the annual payment for any subdivision however small, shall not be less than \$3.00. And provided further that if said land is hereafter included within the limits of any incorporated City or Town said Company may demand ~~said~~ rates x x x and if at any time, I or my heirs, assigns, lessees or occupants fail to pay for the period of 3 months therefore to said San Diego Flume Co., its successors or assigns the said sum of 10¢ per 1000 gallons, or fail to make any of the payments herein promised, then and in that case the San Diego Flume Co. shall be forever released and discharged from all obligations to me my heirs &c under the terms of this agreement and the agreement shall become determined and recinded without notice to me and this water right case

* * * * *

All covenants herein made are to run with and bind my lands

and myself, my heirs, etc. but no covenants herein expressed are to be binding upon said Company, unless all payments herein provided to be made, shall be made according to the tenor and effect of this agreement.

The land referred to in this agreement now owned by me to be irrigated by said Company, and to be bounded by the terms of this agreement, are the lands situate, lying and being in the County of San Diego, State of California, bounded and described as follows, to-wit:

The W 1/2 of S E 1/4 of Section 24, and all of the N E 1/4 of Section 25, lying North of the North Chollas Valley road, all lying in Twp. 16 S.R. 2 W. S.B.M. of San Diego Co., California, containing 89 96/100 acres.

This agreement is binding on all grantees.

And I also Grant, Bargain and Sell to San Diego Flume Company, its successors and assigns, a 50 ft. right of way over said land.

C. F. Francisco.

(No seal) San Diego Flume Company,

Attest: Signed - - - By Geo. D. Copeland, President.
L.F. Doolittle,
Secretary.

The San Diego Flume Company hereby accepts the conditions of the foregoing contract, and agrees to all of its provisions

San Diego Flume Company,

By Geo. D. Copeland, President.

Attest:
L. F. Doolittle,
Secretary.

ASSIGNMENT.

For and in consideration of the sum of \$1.00 to me in hand paid, receipt of which I hereby acknowledge, I hereby assign, set over and transfer, all my right, title and interest in and to the within contract, to John B. Watson of the County of San Diego, California.

C. F. Francisco.

Agreement and assignment ack. (by C.F. Francisco) Feb'y 2nd 1888, before Frank J. Higgins, N.P. San Diego Co. (Notary Seal)

Filed Feb'y 3rd 1888 at 3:40 P.M.

Recorded in Deed Book 113, page 160.

E. G. Haight, Recorder.

D E E D.

Dated Feb'y 2nd, 1888.

C. F. Francisco,

Consideration \$20,000.00

to

Covenants: GRANT.

John B. Watkins.

CONVEYS, situate in the County of San Diego, State of California,

The W 1/2 of S E 1/4 Sec. 24, and all of N W portion of N E 1/4 Sec 25, lying North of North Chollas Road Twp. 16, S R 2 W S.B.M., containing 89 96/100 acres.

Witness:

Signed: C.F. Francisco.

Acknowledged:

Feb'y 2nd 1888

Before F. J. Higgins N.P. with official seal affixed,

San Diego Comm

Filed for record Feb'y 2nd 1888, at 4 hours 15 min. P.M.

Recorded in Book 117 of Deeds, page 221.

E.G.Haight, Recorder.

DEED.

Dated Sept. 26th 1888

Jno. B. Watkins,

Consideration \$5.00

to

Covenants: GRANT:

Bryant Howard.

CONVEYS, situate in the County of San Diego, State of California,

The W 1/2 of S E 1/4 of Sec. 24, and all of N.W. portion of N E 1/4 of Sec 25 lying North of North Chollas road in Twp. 16 S.R. 2 W S.B.M., containing 89 96/100 acres

Witness:

Signed:

Jno. B. Watkins.

Acknowledged Sept. 26th 1888.

Before Monroe Johnson N.P. with official seal affixed,

San Diego County.

Filed for record Nov. 1st 1888, at 2 hours, 25 min.P.M.

Recorded in Book 139 of Deeds, page 189.

E.G.Haight, Recorder.

D E E D.

Dated Feb'y 2nd, 1889.

Consideration \$1.00

Covenants: Grant.

R. Allison,

to

John Ginty,

Trustees.

CONVEYS, situate in the County of San Diego, State of California,

Lot 12 of Ex-Mission Grant as allotted to Robert Allison in the particular suit of J. M. Luco et al, Plaintiff, vs the Commercial Bank of San Diego, et al, Defts?, as per map on file in County Clerk's office of San Diego County, California, containing 4252 20/100 acres less the following amount since sold by R. Allison to W.H. Stinger 188 acres.

Carl Meisel, 30 acres.

Fred Swearen, 4 acres.

Signed: R. Allison.

Acknowledged:

Feb'y 2^d 1889

Before Monroe Johnson, N.P. with official seal affixed.

San Diego Co.

Filed for record Feb'y 5th 1889 at 11 hours 5 min. A.M.

Recorded in Book 144 of Deeds, page 33.

E.G. Haight, Recorder.

M O R T G A G E.

Jno. B. Watkins, Mortgagor,
to

T. J. Douglass, Mortgagee.

Dated -----
Feb'y 28" 1888.

Amount secured \$2000.00

Due Aug. 18, 1889.

Interest at 15 per cent. per
annum. Attorney's Fee 10 per
cent. in case of suit to
foreclose.

Mortgaging all that real property situate in the County
of San Diego, State of California, to-wit:

The W 1/2 of S E 1/4 Sec. 24, and all of N W portion of
N E 1/4 Sec 25, lying North of Nor h Chollas Road Twp. 16,
S.R. 2 W S.B.M., containing 89 96/100.

Witness:

Signed: Jno. B. Watkins.

Acknowledged

Feb'y 28 " 1888.

Before F. J. Higgins NP. with official seal affixed,
San Diego County.

Filed for record Feb'y 28" 1888, at 3 hours, 45 min. P.M.
and recorded in Book 35 of Mortgages, page 106.

E.G. . Haight, Recorder.

In the Superior Court of the County of San Diego, State of
California.

T. J. Douglass,

vs

John B. Watkins,

and

#3781.

Bryant Howard.

Complaint on foreclosure of mortgage,

Filed Oct. 3rd, 1889.

Summons issued,

Oct. 3rd, 1889.

Summons served on Both Defendants, Oct. 10th 1889,

Filed Oct. 10th, 1889.

Default of Both defendants entered, Oct. 23rd, 1889.

Decree of foreclosure and sale (see full copy herein)

Filed Oct. 30th, 1889.

Sheriff's Return on Foreclosure,

Filed Dec. 27th, 1889.

Recites the the said Sheriff sold the premises described
in the next following Certificate of Sale, Nov. 30th 1889,
to T.J.Douglass, for \$2600.93/100

In the Superior Court of the County of San Diego, State of
California.

T. J. Douglass,

Plaintiff,

Decree of foreclosure
and Order of Sale.

vs

John B. Watkins,

and

Bryant Howard,

Defendants.

This cause came on regularly to be heard in open Court,
on the 28th day of October, 1889, Messrs Conklin & Hughes ap-
pearing for plaintiff, and no one appearing for defendant,

The Court having heard all the evidence and proofs pro-
duced herein, and duly considered the same, and being fully
advised in the premises, and it appearing therefrom to the
satisfaction of the Court:

First. That the above named defendants have been duly and
regularly summoned to answer unto the Plaintiff's complaint
herein and made default in that behalf, and that the Default
of each defendant for not appearing and answering unto Plain-
tiff's Complaint has been duly and regularly entered herein:

Third. That there is now due and owing to the plaintiff
from the Defendant John B. Watkins upon the promissory note
and for money expended under the terms of said mortgage, as
set forth and described in Plaintiff's Complaint, the sum of
\$2312 16/100, and that the defendant John B. Watkins is per-
sonally liable for the whole amount thereof;

That there is also due the Plaintiff from Defendant John B.
Watkins \$211.30 costs, percentage and necessary disbursements:

Fourth: That the said sum of \$211.30, making in all \$2523.40
as aforesaid, is a valid lien upon the lands and premises in
Plaintiff's Complaint hereinafter set forth and described and
is secured by the mortgage mentioned in said Complaint.

Fifth. That each and all of the terms and conditions of
said mortgage have been broken by said Defendant, John B. Wat-

kins and that Plaintiff is entitled to have said mortgage enforced and foreclosed, and the lands and premises hereinafter set forth and described sold in the manner prescribed by law, and the proceeds arising from such sale applied to and upon the payment of said sum of money so due as aforesaid:

Sixth: That each and all of the allegations and averments in Plaintiff's complaint are true and correct;

Now therefore on motion of Conklin and Hughes counsel for Plaintiff,

It is Adjudged and Decreed, that all and singular the mortgaged premises mentioned in the said Complaint, and hereinafter described, or so much thereof as may be sufficient to raise the amount due to the plaintiff for the principal and interest, and costs of this suit, and expenses of sale, and which may be sold separately, without material injury to the parties interested, be sold at public auction by the Sheriff of the County of San Diego in the manner prescribed by law, and according to the course and practice of this Court; and that the said Sheriff after the time allowed by law for redemption has expired execute a deed to the purchaser or purchasers of the mortgaged premises on the said sale.

That the said Sheriff, out of the proceeds of said sale, retain his fees, disbursements and commissions on said sale, and pay to the plaintiff or his attorney, out of said proceeds the sum of \$211.30/100, costs of this suit.

Also pay to the plaintiff the further sum of \$232.16 the amount so found due as aforesaid, together with interest thereon at the rate of 7% per annum from the date of this Decree, or so much thereof as the said proceeds of sale will pay of the same.

That the Defendants and all persons claiming or to claim from or under them, and all persons having liens subsequent to said mortgage by judgment or decree upon the lands described in said mortgage, and their personal representatives and all

1 persons having any lien or claim by or under such subsequent
2 judgment or decree, and their heirs or personal representa-
3 tives, and all persons claiming to have acquired any estate
4 or interest in said premises subsequent to the filing of said
5 notice of the pendency of this action with the Recorder, as
6 aforesaid, be forever barred and foreclosed of and from all
7 equity of Redemption and claim of in and to said mortgaged
8 premises, and every part and parcel thereof, from and after
9 the delivery of said Sheriff's deed.

10 And it is further Adjudged and Decreed that the purchaser
11 or purchasers of such mortgaged premises at such sale be let
12 into possession thereof, and that any of the parties to this
13 action who may be in possession of said premises, or any
14 part thereof, and any person who, since the commencement of
15 this action, has come into the possession under them or eith-
16 er of them, deliver possession thereof to such purchaser or
17 purchasers on production of the Sheriff's Deed for ~~XXXXXX~~
18 such premises, or any part thereof.

19 And it is further adjudged and decree that if the ~~monies~~
20 moneys arising from said sale shall be insufficient to pay the
21 amount so found due to the plaintiff as above stated, with
22 interest and costs and expenses of sale, as aforesaid, the
23 Sheriff specify the amount of such deficiency and balance due
24 to plaintiff in his return of said sale, and that on the com-
25 ing in and filing of said return, the Clerk of this Court dock
26 et a judgment for such balance against the Defendant John B.
27 Watkins, and that the Defendant John B. Watkins pay to the
28 said Plaintiff the amount of such deficiency and judgment, with
29 interest thereon at the rate of seven per cent. per annum
30 from the date of said last mentioned return and judgment, and
that the plaintiff have execution therefor.

The lands and premises directed to be sold by this decree
are situated, lying and being in th County of San Diego, State
of California, and bounded and described as follows, to-wit:

The W 1/2 of S E 1/4 of Sec 24, and all of N W portion of
N E 1/4 of Sec 25 lying North of the North Chollas road in
Twp. 16 S R. 2 W S.B.M., containing 89 46/100 acres.

Together with all and singular the tenements, heredita-
ments and appurtenances thereunto belonging or in anywise ap-
pertaining.

Geo. Puterbaugh,

Judge of the Superior Court.

Done in open Court, Oct. 28", 1889.

Filed Oct. 30", 1889.

In the Superior Court of the County of San Diego, State of
California.

T. J. Douglass,

Plaintiff,

vs

Sheriff's Certificate of
Sale on Foreclosure.

John B. Watkins and

Bryant Howard,

Defendant.

I, S. A. McDowell, Sheriff of the County of San Diego,
State of California, do hereby certify that, under and by vir-
tue of an Order of Sale issued out of the Superior Court of
the County of San Diego, State of California, in the action of
T. J. Douglass, plaintiff, against John B. Watkins, and Bry-
ant Howard, defendant rendered on the 28th day of October, 1889,
and entered on the 1st day of November, 1889, duly attested
the 2nd day of November, 1889, and to me as such Sheriff duly
directed and delivered, whereby I was~~d~~ commanded to sell the
property hereinafter described, according to law, and to ap-
ply the proceeds of such sale towards the satisfaction of the
judgments in said action, amounting to the sum of Two Thousand
Five Hundred Twenty Three and 46/100 Dollars lawful money of
the United States, with interests and costs of suit, I duly
levied on, and on the 30th day of November, 1889 at 2 o'clock
P.M. at the Court House door, in the City of San Diego, in
said County of San Diego, I duly sold at public auction, ac-
cording to law, and after due and legal notice, to T.J. Doug-
lass, who made the highest and best bid therefor at such sale,
for the sum of Two Thousand Five Hundred Twenty Three 46/100
Dollars, lawful money of the United States, which was the whole
sum paid by him, the real estate in said Order of Sale, ly-
ing and being in said County of San Diego, State of California
and described as follows, to-wit:

The W 1/2 of S E 1/4 of Sec. 24 all of N W portion of N E
1/4 of Section 25, lying North of the North Chollas Road, in

1
2 Twp. 16 B R 2 W S.B.M., containing 89 96/100 acres, and I do
3 hereby certify that the said property was sold in one lot or
4 parcel, and that the said sum of \$2600.93 was the highest bid
5 made, and the whole price paid therefor, and that the same is
6 subject to redemption in lawful money of the United States,
7 pursuant to the Statute in such case made and provided.

8 GIVEN under my hand, this 30th day of November, 1889.

9 S.A. McDowell, Sheriff,

10 Wm. H. Holcomb,

Deputy Sheriff.

11 Filed for record Dec. 24th 1889 at 10:20 A.M.

12 E. G. Haight, County Recorder.
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D E E D.

Dated May 31st 1890.

Consideration \$2600.93

S. A. McDowell, Sheriff,

Covenants: Grant, Bargain,

to

Sell and convey.

T. J. Douglass.

CONVEYS, situate in the County of San Diego, State of California,

The W 1/2 of S E 1/4 of Sec 24. All of N W portion of N E 1/4 of Section 25 lying N. of North Chollas road in Twp. 16 S R 2 W S B M, containing 89.96/100 acres.

Recites that above premises were sold by virtue of a certain judgment or decree issued by the Superior Court Oct. 28th 1889 in suit of T. J. Douglass vs John B. Watkins and Bryant Howard.

Witness:

Signed: S. A. McDowell, Sheriff
of the County of San Diego, State
of California.

Acknowledged May 31st 1890.

Before Wm H. Holcomb N.P. with official seal affixed.

San Diego County.

Filed for record May 31st 1890 at 2 hours 10 min. P.M.

Recorded in Book 163 of Deeds, page 327, E. H. Miller,
Recorder.

Remarks: The above tract is subdivided and now known as South La Mesa having 10 lots, the plat whereof was filed for record March 13th, 1891, in the Recorder's Office of San Siego County, Calif.

H. T. Christian & Co.

WATER RIGHT CONTRACT.

The San Diego Flume Co.

with

T. J. Douglass.

(March 13 1891.)

Whereas: On 1st February 1888, the party of 1st part entered into Contract with C. F. Francisco agreeing upon certain conditions to furnish water to said Francisco and his assigns for irrigating W 1/2 of S E 1/4 of Section 24, and all of N E 1/4 of Section 25 lying N of Chollas Valley Road, all in Township 16, South of Range 2 W S.B.M., containing 89 96/100 acres, said contract being recorded in Book 113 of Deeds, page 160, in the office of the County Recorder of San Diego County.

And whereas said Douglass, party of the second part hereto, is now the owner of said Francisco contract, and the land described therein.

And whereas in said contract 30,000 gallons of water per acre per annum are mentioned as the minimum to be taken by said Francisco or his assigns,

And whereas it is also provided in said contract, that not less than 90,000 gallons per acre per annum are to be taken by said Francisco or his assigns,

Now to prevent against said apparent ambiguity it is hereby stipulated and agreed in consideration of the covenants herein, that each of said clauses referred to in the said Francisco contract shall hereafter read 45,000 gallons per acre per annum, and the words "45,000 gallons per acre per annum" shall be and are hereby substituted for the words and figures "30 gallons per acre per annum" in said contract, and that the words and figures "45,000 gallons per acre per annum" shall be and are hereby substituted for the words and figures "90,000 gallons per acre per annum" in said contract, leaving each and every other stipulation and agreement in said Francisco

~~San Diego~~

Contract, still in full force and effect, except as herein-
after provided.

See
Said above premises were in January, 1891, surveyed and
platted by E. M. Capps, on file in office of County Recorder
and in said plat said lands are designated as South La Mesa.

Party of ~~1st~~ 1st part will upon request of party of second
part execute water contracts to purchasers of lot or lots,
part or parts of said lands.

) (Signed)

The San Diego Flume Company,

By J. W. Sefton, President.

Acknowledged by T. J. Douglass, April 15, 1891, before A.E.

Dodson, Notary Public (seal), San Diego County Calif.

Filed April 15, 1891, at 2 h 15 min p.m.

Recorded in Book 178 of Deeds, page 312.

E.H. Miller, Recorder,

San Diego Co.

Remarks: Acknowledged by Douglass only.

DEED.

Dated March 13th 1891

Consideration, \$ 1750⁰⁰

T. J. Douglass

TO

Covenants: Grant.

Joe Warner Wm. Kay

CONVEYS, situate in the

County of San Diego, State of California,

Lots 1 and 2 in South La Mesa, according to map on file in office of County Recorder of said County.

The water right received by grantor under the Francisco Contract with the San Diego Flume Co being granted herewith in proportion as land herein described bears to entire land to which said water right is affixed.

Witness:

Signed:

T. J. Douglass

Acknowledged:

March 25, 1891.

San Diego County.

Before J. G. Tucker, with official seal affixed.

Notary Public.

Filed for Record March 25 1891, at 1 hours — m m.

Recorded in Book 174 of Deeds, page 184.

E. H. Miller

RECORDER.

Remarks:

MORTGAGE.

Dated June 17th 1891

Amount secured, \$ 1700⁰⁰

Evidenced by one promissory note

Due 2 years

Interest at 10 per cent. per annum,

payable quarterly

Attorney fees 10 per cent. in case of proceedings to foreclose.

Sue Hamer M^{rs}. Kay

Mortgagor,

TO

The San Diego Savings Bank

(a corporation)

Mortgagee.

Mortgages, situate in the

County of San Diego, State of California, to-wit:

Lots 1 and 2 in South La Mesa

According to official map files in
office of County Recorder of said County.

With water right held by mortgagor in
connection with said lands.

Witness:

Signed:

Sue Hamer M^{rs}. Kay

Acknowledged:

Over

Before

Notary Public, with official seal affixed.

Filed for record

June 17th

1891 at 4 hours 15 min. 0 m.

Recorded in Book

66 of Mortgages, page 449.

B. H. Miller

COUNTY RECORDER.

Remarks:

Full Payment and Satisfaction of this
note and mortgage hereby acknowledged.

Signed and acknowledged before me this

6th day of October 1893

John F. Forward County Recorder

San Diego Savings Bank

Wm. F. Belmont

Cashier

Signed and acknowledged before me this

6th day of October 1893

County Recorder,
Deputy Recorder.

San Diego Savings Bank

Wm. F. Belmont

Cashier

REED & BURT

AND

Abstract & Title Insurance Co.

Of San Diego,

SEARCHERS OF RECORDS,

15 SIXTH STREET,

SAN DIEGO, CALIFORNIA

STATE OF CALIFORNIA, } ss
County of San Diego, }

On this 11th day of January In the year one thousand eight hundred and

ninety one before me, F. O. Bruner, a Notary Public in and for said

County of San Diego residing therein, duly commissioned and sworn, personally appeared

Mrs. Hamer wife of H. H. Hamer

known to me to be the person described in, and whose name is subscribed to, and who executed the within instrument, described therein as a married woman; and upon examination without the hearing of her husband, I made her acquainted with the contents of the said instrument, and thereupon she acknowledged to me that she executed the same, and that she does not wish to retract such execution.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the _____ County of

_____ the day and year in this certificate first

above written.

Signed F. O. Bruner

NOTARY PUBLIC IN AND FOR THE _____ COUNTY OF _____ STATE OF CALIFORNIA

DEED.

Dated January 20th 1894.

Consideration, \$ 200⁰⁰

Sue Warner M^c Kay

TO

Covenants: Asmutt.

Susan M. Johnson

CONVEYS, situate in

County of San Diego, State of California,

in right of way over the following land for 2 inch water pipe
line to be laid 18 inches beneath the surface, beg. at a point
on Orange Avenue where the two inch pipe of second party
now taps the 4 inch main line which point is on lot 1 and
about 150 ft. in a northerly direction from south east corner of
said lot 1 running thence in a south westerly direction through
the south East Corner of lot 1 continuing thence in the same
direction across lot 2 for about 1075 ft. to south west corner
of lot 2, the aforesaid lots 1 and 2 are situate in South La Mesa,
according to survey of same made by E. M. Capps the
official map which is on file in Records office of San
Diego County.

Witness:

Signed:

Sue Warner M^c Kay.

Acknowledged:

<Over>

Before

, with official seal affixed.

Filed for Record January 23rd 1894 at 3 hours 18 min. P m.

Recorded in Book 2846 Deeds, page 456.

Jno F. Forward

RECORDER.

Remarks:

STATE OF CALIFORNIA,
County of San Diego.

} ss

On this 25th day of January ^{in the year one thousand} ~~the~~ ^{eighteen} hundred and ~~ninety~~ ^{ninety four} before me
J. W. Kroff, a Notary Public in and for said County, personally
personally appeared Sue Namer M. Kay

known to me to be the ^{same} person described in and whose name is subscribed to the within instrument, and she
acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
at my office in County of
State of California, the day and year in this certificate first above written.

J. W. Kroff

NOTARY PUBLIC IN AND FOR THE COUNTY OF STATE OF CALIFORNIA

Water Right Contract

San Diego Flume Company } Dated April 15th 1891.
With
Sue Warner Mrs. Kay }

Party of the first part does sell to the party of the second part, to be used on lots 1 & 2 of South La Mesa, water for the purpose of irrigation, at the rate of 11 cuts per thousand gallons, as same may be called for by said second party, under such reasonable rules and regulations for furnishing such water as first party may adopt x x x x x.

(Seal)

Signed:

San Diego Flume Company

By J. W. Jeffers Pres.

Wm. L. F. Soolittle

Secretary

Sue Warner Mrs. Kay

STATE OF CALIFORNIA,
County of San Diego.

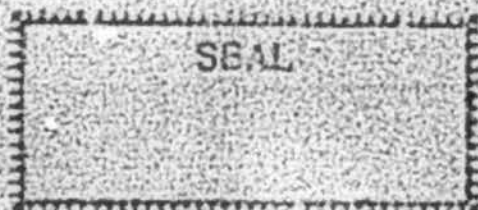
On this 11th day of June, eighteen hundred and ninety one, before me
J. P. Bremer

, a Notary Public in and for said County,

residing therein, duly commissioned and sworn, personally appeared
Sue Warner Mrs. Kay

known to me to be the person described in and whose name is subscribed to the within instrument, and she acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal



at my office in San Diego County of San Diego
State of California, the day and year in this certificate first above written.

J. P. Bremer

NOTARY PUBLIC IN AND FOR THE County of San Diego STATE OF CALIFORNIA

Filed for record June 12, 1891 at 4:15 min PM
And recorded Book 8 Misc Records Page 225.

E. A. Miller

Recorder

Statement and Certificate

Tax Sales None State and County Taxes 1895-6 Not due
Taxes. City Taxes }
Year 18 } State and Co. Taxes } Paid
Year 1894 and 1895 }
Mortgage Liens None
Judgment Liens None
Mechanic Liens None
Lis Pendens None
Leases None
Declarations of Homestead None
Attachments None
Municipal Assessments None

THERE ARE NO OTHER LIENS FILED OR RECORDED IN
COUNTY RECORDER'S OFFICE OR COUNTY CLERK'S OFFICE.

STATE OF CALIFORNIA,

County of San Diego,

ss.

It is hereby certified that the foregoing abstract of title to

Lots 1 and 2 in South La Mesa
Tract.

Since June 15th 1891 at 9 o'clock A.M.

is a correct history of the title to said premises, as the same appears by the records and
files of the offices of the Clerk and Recorder of said County, at this date, and which is
found after a careful search thereof.

San Diego, Cal., March 25th 1895, at 9 o'clock A.M.

Paul M. Bent

Searchers of Records

By John T. French

Abstract and Title Insurance Company of San Diego

By John P. Bush

Manager

Mortgage.

Sue Warner McKay
and W. W. McKay
to

Dated April 20th 1895
Consideration, \$600, due
in 1 year interest
10% payable quarterly.

San Diego Savings Bank

Binding in

County of San Diego, State of California,

All of Lots 1 & 2 in South La Mesa
according to the Official Map on file
in the Office of the County Recorder.

All Payment and Satisfaction of this Note and Mortgage
is hereby acknowledged before me this 23rd day of April 1895
Signed and acknowledged by
J. F. Forward
County Recorder
Deputy Recorder
San Diego Savings Bank
Cashier & Secretary

Signed:—

Sue Warner McKay
W. W. McKay

State of California } ss.
County of San Diego }
On this 23rd day of April 1895
P. L. Muir }
County Clerk and for said County.

therein, duly constituted and sworn, personally appeared
Sue Warner McKay and W. W. McKay
known to me to be the persons whose names are subscribed to the within instrument, and they acknowledged to me that they executed the same for the purposes and consideration therein expressed.

DEAL

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office at San Diego, California, the day and year first above written.

Filed for Record

April 23rd 1895 at 2 hours 50 min. P. M.

at request of

and recorded in Book 89 of Mortgages, page 165

J. F. Forward
Recorder

Taxes all paid except for present fiscal year. not yet assessed.

OFFICE OF
SAN DIEGO ABSTRACT CO.
SEARCHERS OF RECORDS.

San Diego, Cal., April 24th 1896
at 9 o'clock am

The foregoing One pages comprise a correct Abstract of Title to the real

property described on title page hereof, (including all existing incumbrances against

said property) since March 20th 1895 at 9 o'clock

am.

so far as the same appears of record in the offices of the County Recorder and County Clerk of San Diego County, California,

Landings Abstract Company
J. W. Dwyer
Searchers of Records.

SAN DIEGO
Abstract Co.
Searchers of Records
2. 4th & E STS.,
San Diego, Cal.

O F F I C E
O F
J. S. CLARK & CO,
ABSTRACTORS OF LAND TITLES,
San Diego, California.
#####

.....

C o n t i n u a t i o n

O f
A B S T R A C T O F T I T L E ,
O f

Lots Numbered One (1) and Two (2) in South La Mesa,

Situated

in the County of San Diego, State of California.

.....

Deed Book,
"251"
Page, 177.

Susan Warner McKay
and
W. W. McKay, her husband,

To
Edward F. Carr.

D E E D,
Dated April 30th, 1896,
Consideration, \$6000.00
Filed May-18-1896 at
1:20 P.M.
Jno F. Forward,
Recorder.

Do hereby GRANT to the party of the second part his heirs and assigns an undivided one half interest in and to that certain REAL ESTATE situated in the County of San Diego, State of California

Known as Lots one and two (1 & 2) of South La Mesa, according to the official map thereof on file in the office of the Recorder of San Diego County.

And said parties of the first part hereby assign, transfer and set over to said party of the second part an undivided one half interest in and to a certain water contract dated April 23, 1895, made between the San Diego Flume Company and said Susan Warner McKay, and also an undivided one half interest in and to the contract known as the Francisco Contract with said Flume Company and referred to in the deed from T.J. Douglass to said Susan Warner McKay, dated March 13-1891, the said parties of the first part assigning, transferring and deliverering to said party of the second part, an undivided one half interest in and to any water, water right or contract for water in any way whatsoever appurtenant to said land or contracted for by them to be used in and upon the land aforesaid.

TO HAVE and TO HOLD the said Realty and the interest in said Water or Contracts, buildings, improvements, appurtenances and hereditaments there on or in any manner whatsoever appertaining to him the said Edward F. Carr his heirs and assigns forever.

In Witness Whereof, we have hereunto set our hands and seals the day and year first above written.

Susan Warner McKay,

W. W. McKay.

+++++

State of California,)

County of San Diego,) ss.

On this 30th day of April in the year One thousand Eight hundred and ninety six, before me Arthur G. Nason a Notary Public in and for said County of San Diego, personally appeared Susan Warner McKay and W.W. McKay (husband and wife) personally known to me to be the same persons described in and whose names are subscribed to the within instrument and they acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Arthur G. Nason, Notary Public
(SEAL) in and for the County of San Diego

STATEMENT and CERTIFICATE.
(from the date of Apl-24-1896 at 9 A.M.)

Taxes:- Sales NONE. State and County PAID, including the year 1896
Mortgages, None,
Judgments, None,
Leases, None,
Lis Pendens, None,
Attachments, None,
Executions, None,
Declarations of Homestead, None.

Certificate No. 561.

State of California,) ss.
County of San Diego,)

We Hereby Certify,

That the foregoing One Page, contains a full Abstract of all conveyances and incumbrances appearing of record and on file in the offices of the Recorder, County Clerk and County Auditor of the County of San Diego, affecting the title of

Lots one (1) and two (2) in South La Mesa,
from the date of April 24, 1896 at 9 o'clock A.M. (the date of the certificate of the preceeding Abstract of which this is a continuation) until the present date.

San Diego, June-10th A.D. 1897 at 5 o'clock P.M.

CONTINUED to the date of July 30th A.D. 1897 at 9:30 A.M.

SUSUE WARNER McKAY and Hus.

To
ADA WARD NASON:

GRANT DEED.

Dated, June 12th 1897.

Consideration, \$6000.00

Recorded at request of A.G. Nason, Jun. 14. 1897 at 34 minutes past
8 o'clock P.M. Jno F. Forward Recorder, by W. Forward Deputy Recorder

WE, Sue Warner McKay and W.W. McKay, her husband, parties of the first part, for and in consideration of the sum of Six thousand (\$6000) dollars do hereby Grant to Ada Ward Nason, party of the second part, an undivided one half interest in and to all that real property situated in County of San Diego, State of California, bounded and described as follows:

Known as lots one and two (1 & 2) of South La Mesa, according to the official map thereof on file in the office of the Recorder of San Diego County.

And said parties of the first part hereby assigns, transfer and set over to the said party of the second part an undivided one half interest in and to a certain water contract dated April 23. 1895 made between the San Diego Flume Company and said Sue Warner McKay, and also an undivided one half interest in and to the contract known as the Francisco Contract with said Flume Company, and referred to in the deed from T.J. Douglass to said Sue Warner McKay, dated March 13th 1891, the said parties of the first part assigning, transferring and delivering to said party of the second part, an undivided one half interest in and to any water water right or contract for water and to any right of way or contract for such right, or for any easement or appurtenance in any way whatsoever belonging to said land or contracted for by them or either of them to be used in and upon the land aforesaid.

To have and to hold the above granted and described premises unto the said grantee, her heirs and assigns forever.

Witness our hand and seal this 12th day of June 1897.

SUE WARNER McKAY
W.W. McKAY

(seal)
(seal)

STATE OF CALIFORNIA:

:ss.

COUNTY OF SAN DIEGO:

On this 12th day of June A.D. Eighteen hundred and ninety seven, before me, W.M. Crouse, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Sue Warner McKay and W.W. McKay (wife and husband) known to me to be the persons whose names are subscribed to the within instrument and they acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal at my office in the County of San Diego, State of California the day and the year in this certificate first above written.

W.M. CROUSE Notary Public
In and for the County of San Diego, California.

(seal)

STATEMENT

MORTGAGES. None.
LEASES. None.
LIS PENDENS None.
ATTACHMENTS AND
EXECUTIONS None.
HOMESTEADS None.

JUDGEMENTS

NONE.

TAXES:

All paid. No tax sales.

CERTIFICATE
#626.

State of California:

:ss.

County of San Diego:

WE DO HEREBY CERTIFY that the foregoing one
page and the above statement are all that appear of record and on file
affecting the title of

Lots 1 and 2 in South La Mesa,

from the date of June 10th A.D. 1897 at 5 o'clock P.M. until date.

San Diego Calif, July 30th A.D. 1897 at 9:30 o'clock A.M.

J.S. CLARK & CO
Abstractors of Land Titles

per

S. D. Clark

Mortgage Book "93" Page, 221.

ADA WARD NASON,
and
A.G. NASON
husband and wife,

To

San Diego Savings Bank, (a Corporation)
organized under the laws of the State
of California,

MORTGAGE

Dated July-31-1897,

Consideration, \$750.00

DESCRIPTION:-

The undivided one-half of lots one and two (1 & 2) of South La Mesa according to the official map thereof on file in the office of the County Recorder of San Diego County.

Together with all water rights, pipes and flumes and all hereditaments and appurtenances thereto belonging.

MARGINAL:-

Full payment and satisfaction of this note)
and mortgage hereby acknowledged.

Signed and acknowledged before me this
2nd day of July 1898.

Jno F. Forward, County Recorder,

By W.E. Buellong, Deputy Recorder.

(San Diego Savings
Bank
) By M. T. Gilmore
(Cashier & Secretary

+++++

(Copied from original.)

Deed Book, 270, 367 Page, " ".

ADA WARD NASON, and ARTHUR G. NASON
her husband,
Parties of the first part,

To

EDWARD F. GARR (a single man)
party of the second part.

Dated April 25th 1898. — D E E D. — Consideration, \$10.00

Do hereby Grant, ÷ ÷ ÷ All that Real Property, situated in the
County of San Diego, State of California, bounded and described
as follows:—

Lot one(1) of South La Mesa containing 10 68/100 acres of
land more or less, according to the official map thereof on file
in the office of the Recorder of San Diego County.

And said parties of the first part hereby assign, transfer and
set over to said party of the second part an undivided one half
interest in and to a certain water contract dated April 23rd.
1895 made between the San Diego Flume Company and Sue Warner
McKay, and also an undivided one half interest in and to the
contract known as the Francisco Contract with said Flume Company
and referred to in the deed from T. J. Douglass to said Sue
Warner McKay dated March 18th 1891, the said parties of the first
part assigning, transferring and delivering to said party of the
second part, an undivided one half interest in and to any water
right or contract for water and to any right of way or contract
for such right or for any easement or appurtenance in anyway
whatsoever belonging to said land or contracted for by them or
either of them to be used in and upon the land aforesaid.

To Have and To Hold ÷ ÷ ÷ forever.

Witness our hands and seals ÷ ÷ ÷
Signed and executed in the
presence of A.T. Muir.

Ada Ward Nason. (seal)
Arthur G. Nason. (seal)

State of California,) (ss.
County of San Diego,)

On this 2d day of July A.D. Eighteen
hundred and ninety eight, before me A.T. Muir a Notary Public
in and for said County, residing therein, duly commissioned and
sworn, personally appeared ADA WARD NASON and ARTHUR G. NASON,
wife and husband of the City of San Diego, State of California,
known to me to be the persons whose names are subscribed to the
within instrument, and acknowledged to me that they executed the
same.

In Witness Whereof, I have hereunto set my hand and affixed
my Notarial Seal ÷ ÷ ÷

(SEAL)

A. T. Muir,
Notary Public in and for the County of San Diego
State of California.

Recorded at request of Arthur G. Nason Jul-2-1898 at 11:50 A.M.

(Copied from original)

EDWARD F. GARR(a single man)
Party of the first part,

To

ADA WARD NASON,
party of the second part.

Dated April 25th 1898. D E N D. Consideration, \$10.00

Do Hereby Grant + + + All the Real Property, situated in the
County of San Diego, State of California, bounded and described
as follows:-

Lot two(2) of South La Mesa containing 11 35/100 acres
of land more or less according to the official map thereof on
file in the office of the Recorder of San Diego County.

And the said party of the first part hereby assigns, transfers
and sets over to said party of the second part an undivided one
half interest in and to a certain water contract dated April
23rd 1895, made between the San Diego Flume Company and Sue Warner
McKay, and also an undivided one half interest in and to the con-
tract known as the Francisco Contract with said Flume Company
and referred to in the deed from T.J. Douglass to said Sue Warner
McKay, dated March 13th 1891, the said party of the first part
assigning, transferring and delivering to said party of the sec-
ond part, an undivided one half interest in and to any water right
or contract for water and to any right of way or contract for
such right or for any easement or appurtenance in any way what-
soever belonging to said land or contracted for by them to be
used in and upon the land aforesaid.

To Have and To Hold + + + forever.

Witness my hand and seal, + + +

Signed and executed in the presence of Edward F. Carr
William Langdon Eugene L. Lockwood.

State of New York,)
County of New York, (SS.

On this 25th day of April A.D. Eighteen
Hundred and ninety eight before me, Eugene L. Lockwood a Notary
Public in and for said County, residing therein, duly commissioned
and sworn, personally appeared Edward F. Carr to me known and
known to me to be the person whose name is subscribed to the
within instrument, and acknowledged to me that he executed the
same.

In Witness Whereof, I have hereunto set my hand and affixed my
official seal + + +

Eugene L. Lockwood, Notary Public
(SEAL) (No. 48) in and for the County of New York, State of New York

CERTIFICATE of Wm. Sohmer Clerk of the County of New York and
also Clerk of the Supreme Court for the said County, under seal
of said Court and County, April 25th 1898 certifies, "That Eugene
L. Lockwood whose name is subscribed to the certificate of the
proof or acknowledgment of the annexed instrument, and thereon
written, was at the time of taking such proof or acknowledgment
a Notary Public in and for the County of New York, dwelling in
said County, commissioned and sworn, and duly authorized to take
the same. And further that I am well acquainted with the handwri-
ting of said Notary, and verily believe that the signature to
the said certificate of proof or acknowledgment is genuine."

Recorded at request of Arthur G. Nason Jul-2-1898 at 50 min
past 11 o'clock A.M.

STATEMENT OF TAXES.

State and County taxes for the year 1897 PAID.

State and County taxes of the year 1898 a lien, but not due or payable until 2^d Monday in October A.D. 1898.

+++++

The Tax Sales books in the office of the County Auditor, shows no delinquent taxes or tax sales, affecting this land.

JUDGMENTS,

NONE.

OFFICE OF
J. S. Clark & Co.,
Abstracters of Land Titles
and
Searchers of Records,

San Diego, Cal., July-2-1898 at 12 o'clock M.

WE HEREBY CERTIFY,

That the foregoing 4 pages, comprise a correct
Abstract of title of the conveyances, and statement of taxes
and Judgments affecting the title of

Lots numbered one(1) and two(2) South La Mesa,
situated in the County of San Diego,
State of California,

(from the date of July-30, 1897 at 9:30 A.M. the date of the last
certificate of the preceeding Abstract of Title, of which this
is a continuation, until present date),

including all incumbrances affecting the same, as shown by the
records and files in the offices of the Auditor, Tax Collector
Clerk and Recorder of the County of San Diego, State of California

J. S. Clark & Co.,
Abstracters of Land Titles & Searchers of Records,

Per J. S. Clark

S. CARTER

LAW OFFICES OF
WITHINGTON & CARTER
PEACE-MORSE BLOCK

SAN DIEGO, CALIFORNIA April 28th, 1896

Edward F. Carr, Esq.,

C/o Arthur G. Nason, Agent,

City.

Dear Sir:-

We have examined the abstract certified to by the S.D. Abstract Co., April 24, 1896, to lots one (1) and two (2) of South La Mesa at your request. The abstract does not assume to go back of the partition suit of Juan M. Luco vs the Commercial Bank of San Diego, where in the property in question was set apart in severalty to the owners thereof. We, of course, assume no responsibility of the title back of that action.

Assuming that the decree therein vested title in Robert Allison, we find a good and valid title in and to said lots one and two (1 & 2) South La Mesa in Mrs. Susan Warner McKay, subject to a right of way thereon for a two inch water-pipe as particularly appears on page 27 of said abstract, granted to Susan M. Johnson.

The unassessed taxes of the present fiscal year are also unpaid.

Very respectfully,

Withington & Carter.

CONTINUATION OF
Abstract of Title

—OF—

LOT TWO (2) OF SOUTH LA MESA, IN SAN DIEGO
COUNTY, ————— STATE OF CALIFORNIA.

Reed and Burt Abstract Company

INCORPORATED

N. E. COR. FOURTH AND E STS.

SAN DIEGO,

CALIFORNIA

D E E D .

Ada Ward Nason and Arthur
G. Nason, her husband,

Dated; July 2nd. 1898.

Conf. \$6000.00.

--to--

Granting words;" Do

W.C.Ross and S.A.Ross, husband and wife.

hereby Grant."

X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X

Property described as follows:-

"All that real property situated in the County of San Diego, State of California and bounded and described as follows:-

Lot 2 of South La Mesa, containing 11.35 acres of land, more or less, according to the official map thereof on file in the office of the Recorder of San Diego County.

And the party of the first part do hereby assign, transfer and set-over to said parties of the second part an undivided one-half interest in and to a certain water contract dated Apl. 23rd. 1895 made between S.D. Flume Company and Sue Warner McKay. and ALSO, an undivided one-half interest in and to a contract known as the Francisco Contract with said Flume Company; and referred to in the deed from T.J. Douglass to said Sue Warner McKay dated March 13th. 1891. The said parties of the first part assigning, transferring and delivering to said parties of the second part and undivided one-half interest in and to any water right or contract for water and to any right of way or contract or for any easement or appurtenance in any way whatsoever be-

longing to said land or contracted for by them to be used upon said land.

Ada Ward Nason.

Arthur G. Nason.

(\$8.00 I.R. Stamp.)

State of California }
County of San Diego } SS;

On this 2nd. day of July, 1898, before me, Cassius Carter, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ada Ward Nason and her husband Arthur G. Nason known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

In witness whereof, (&c. &c.)

Cassius Carter,

Notary Public.

(SEAL.)

Filed for record July 14th. 1898 at 2:50 P.M. and recorded in deed record "271" at page 433.

Jno. F. Forward,

Recorder ,

MORTGAGE.

W. C. Ross and S.A.

Dated; July 2nd.1898.

Ross, husband and wife,

Given to secure \$2.800
and interest at 8% per
annum, due 3 yrs. after
date and dated July 2nd.
1898; interest payable
semi-annually.

-to-

Ada Ward Nason.

X-X

Property described as follows:-

"All that real property situated in the County of
San Diego, State of California and bounded and
described as follows:-

Lot 2 of South La Mesa, containing 11.35 acres
of land, more or less, according to the official map
on file in the office of the County Recorder of San
Diego County.

And also all that undivided one-half interest
in and to a certain water contract dated Apl. 23rd. 1895
made between the San Diego Flume Company and Sue Warner
McKay and also an undivided one-half interest in and
to the contract known as the Francisco Contract with
San Diego Flume Company and referred to in deed from
T.J.Douglass to said Sue Warner McKay dated Moh. 13th.
1891.. Also also to all other rights of ways, ease-
ments or appurtenances in any way whatsoever appertain-
ing to said land.

Witness;

O.P.Lookhart. W. C. Ross.

(\$1.00 I.R.Stamp.) S. A. her
x Ross.
Mark

X-X

State of California ;; }
County of Los Angeles; } SS;

On this 5th. day of July, 1893, before me, O.P. Lockhart, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W.C. Ross and S.A. Ross, husband and wife, 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 the same.

In witness whereof, (&c. &c. &c. &c.)

O.P. Lockhart,

Notary Public.

(SEAL.)

Filed for record July 11th. 1893 at 4:05 P.M. and recorded in mortgage record 104 at page 63.

Jno. F. Forward,

Recorder.

D E E D .

W. C. Ross and S.A. Ross,

Dated: July 20th. 1893.

h i s w i f e

Cons. \$1,000 and love and affection."

--to--

C. G. Ross.

Granting words;" Grant,
bargain, sell & convey."

X-X

Property described as follows:-

"All that real property situated in South La Mesa, in the County of San Diego, State of California and bounded and described as follows:-

Lot 2 of South La Mesa, containing 11.35 acres of land, more or less, according to the official map thereof on file in the office of the Recorder of San Diego County, and said parties of the first part hereby assign, transfer and set-over to the party of the second part an undivided one-half interest in and to a certain water contract dated April 23rd.1895, made between the San Diego Flume Company and said Sue Warner McKay, and also an undivided one-half interest in and to the contract known as the Francisco contract with said Flume Company and referred to in the deed from T.J.Douglass to said Sue Warner McKay, dated March 13th.1891, the said parties of the first part assigning, transferring and delivering to said party of the second part and undivided one-half interest to any other water right or contract for water and to any right of way or contract for such right of way or for any easement

or appurtenance in any way whatsoever belonging to
said land or contracted for by them or either of them
to be used in and upon said land aforesaid.

W.C.Ross.

Witness;

O.P. Lockhart.

S.A. ^{her} _x Ross.
mark

X-X

State of California }
County of Los Angeles } SS;

On this 20th. day of July, 1898, before
me, O.P.Lockhart, a Notary Public in and for said County,
residing therein, duly commissioned and sworn, person-
ally appeared W.C.Ross and S.A.Ross, his wife, known
to me to be the persons whose names are subscribed to
the within instrument and acknowledged to me that they
executed the same.

In witness whereof, (&c.&c.&c.)

O.P.Lockhart,

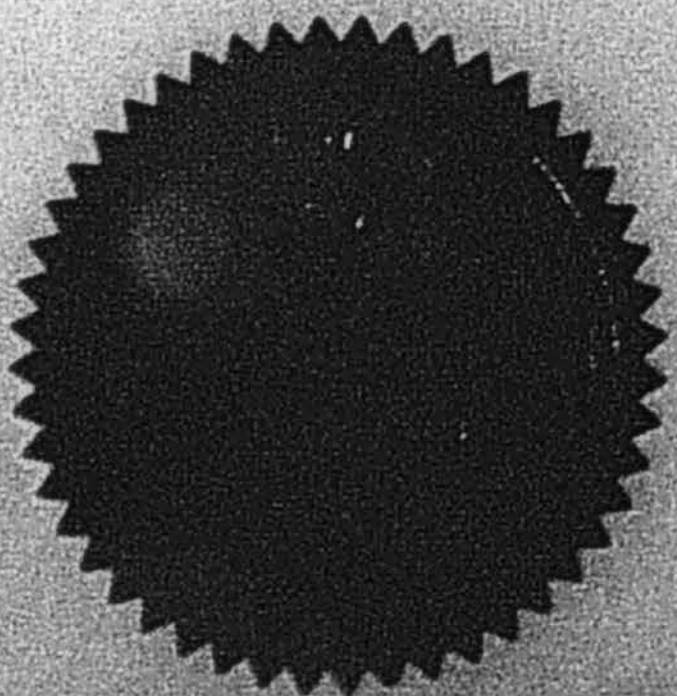
(SEAL.)

Notary Public.

Filed for record July 21st. 1898 at 9 o'clock A.M. and
recorded in deed record 271 at page 480,

Jno.F.Forward,

Recorder.



CONTINUATION
—OF—
Abstract of Title
—TO—

Lot Two (2), of South La Mesa, in
the County of San Diego, State of
California,

* * * * *

Subsequent to September 20th 1898. at 8 o'clock A.M.

* * * * *

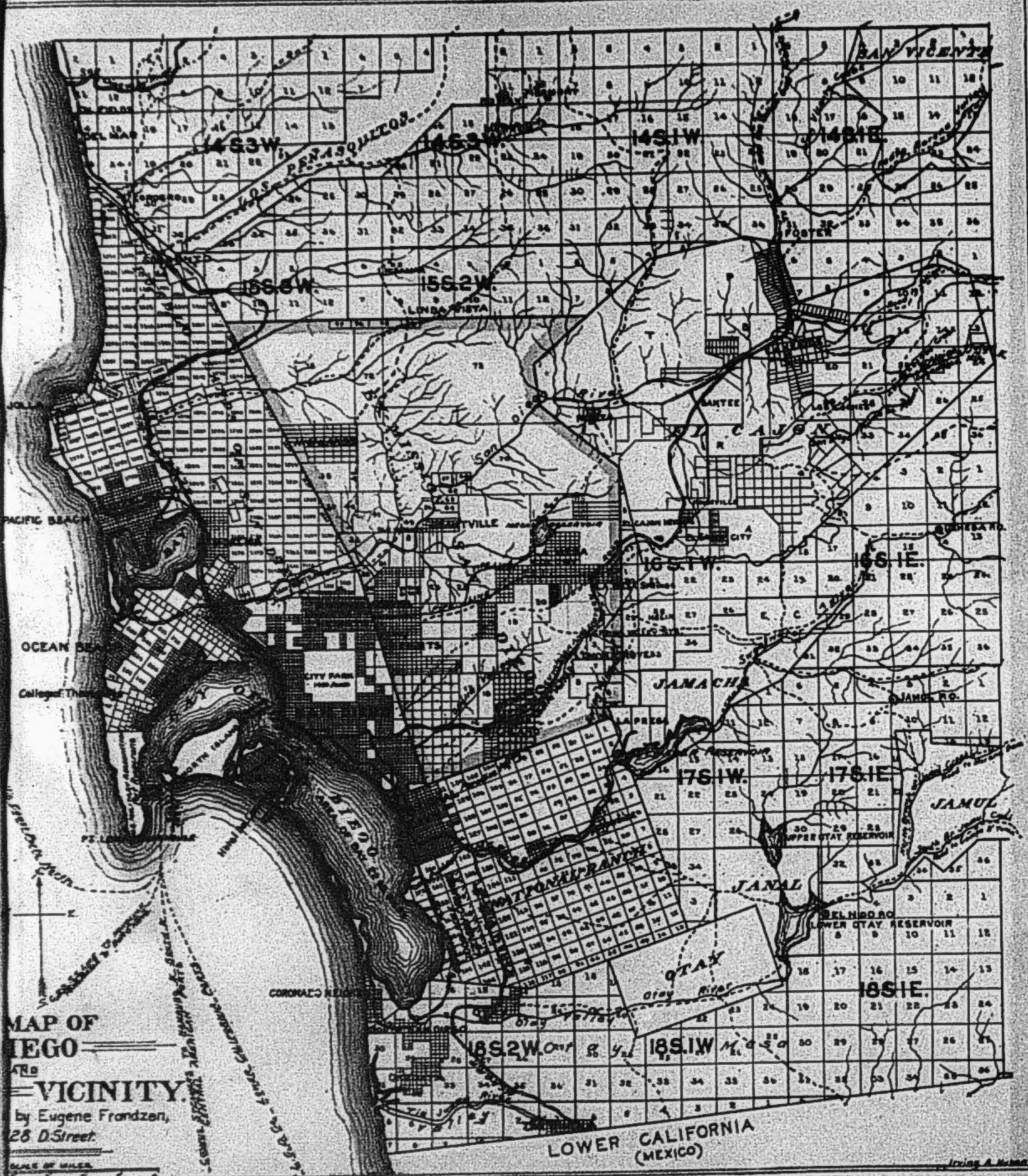
Reed and Burt Abstract Company

(INCORPORATED)

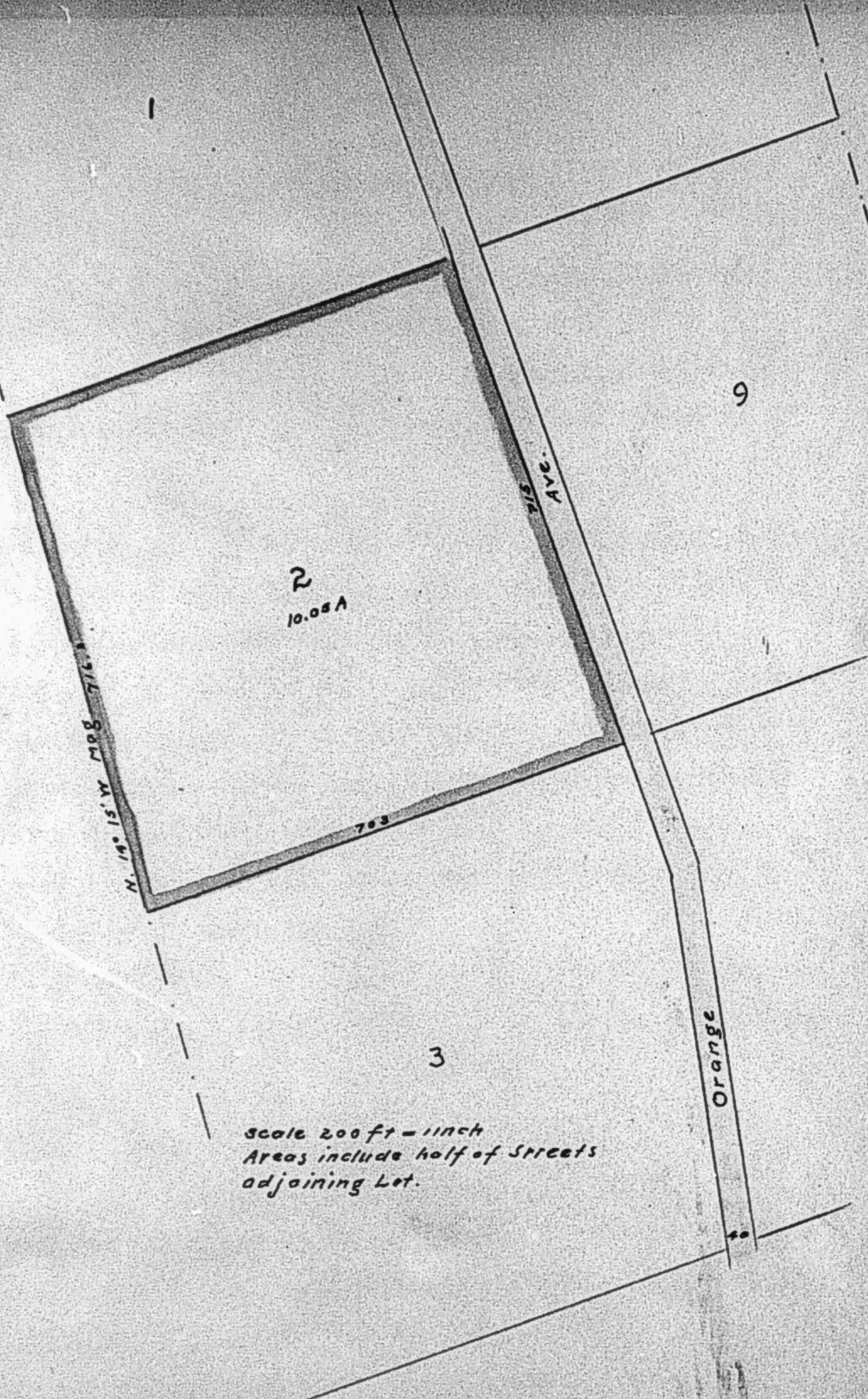
N. E. CORNER FOURTH AND E STS.

SAN DIEGO,

CALIFORNIA



South La Mesa noted in red.



PLAT SHOWING

Lot TWO, of South La Mesa, in the County of San Diego, State of California, according to the official map thereof filed March 13th 1891.

ASSIGNMENT OF MORTGAGE.

Ada Ward Nason and

Arthur G. Nason.

-to-

Arthur J. Little,

a single man.

Dated, Sept. 20th. 1898.

Consdn. \$2300.00

Grant, Bargain, Sell, Assign,

Transfer and Set-over.

That certain Indenture of Mortgage, bearing date the 2nd. day of July, 1898 made and executed by W.C. Ross and S.A. Ross, Mortgagors to Ada Ward Nason, Mortgagees, and recorded on the 11th. day of July 1898 in Book 104 of Mortgages at page 63 in the office of the County Recorder of said County of San Diego, State of California, together with the note therein described, and the money due and to grow due thereon, with interest and all other claims existing or to arise thereunder.

\$1. Rev Stamp

Cancelled.

Ada Ward Nason.

Arthur G. Nason.

State of California,
County of San Diego. ss.

Before me Cassius Carter, a Notary Public, in and for the County and State aforesaid, personally came and appeared Ada Ward Nason and Arthur G. Nason, personally known to me to be the persons whose names are subscribed to the foregoing instrument and severally acknowledged to me that they executed the same.

Given under my hand etc.

(Seal.)

Cassius Carter.

Notary Public.

Recorded Oct. 6th. 1898 at 11.20 A.M. in Book 7 of Assmts.
at page 150.

Jno. F. Forward, Recorder.



ASSIGNMENT OF MORTGAGE.

Arthur J. Little.

a single man.

-to-

E.M. Durant

Dated, Oct. 4th. 1898.

Consdn. \$2800.

Grant, Bargain, Sell, Assign,
and Set-over.

★ ★ ★ ★ ★ ★ ★ ★ ★ ★

That certain indenture of mortgage bearing date the 2nd. day of July 1898, made and executed by W.C. Ross and S.A. Ross Mortgagors, to Ada Ward Nason, Mortgagee, and recorded on the 11th. day of July 1898, in Book 104 of mortgages at page 83, in the office of the County Recorder of the said County of San Diego, California, together with the note therein described, and the money due and to grow due thereon, with the interest.

\$1.00 Rev Stamp
Cancelled.

Arthur J. Little.

State of California,
County of Los Angeles. ss.

On this 4th. day of Oct. 1898, before me F.M. Porter, a Notary Public, in and for the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Arthur J. Little known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

In Witness Whereof etc.

(Seal.)

F.M. Porter.

Notary Public.

Recorded Oct. 6th. 1898 at 11.20 A.M. in Book 7 of Mortgages at page 152.

Jno. F. Forward, Recorder.



SATISFACTION OF MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:-

That I, E.M.Durant, do hereby certify and declare that a certain mortgage bearing date, the 2nd. day of July, 1898, made and executed by W.C.Ross and S.A.Ross, husband and wife, parties of the first part, to Ada Ward Nason, the party of the second part therein, recorded in the office of the County Recorder of the County of San Diego, State of California, in Book 104 of Mortgages at page 63 on the 11th. day of July 1898, together with the debt thereby secured is fully paid, satisfied and discharged.

In Witness Whereof; I have hereunto set my hand and seal the 4th. day of May A.D.1899.

E.M.Durant.

State of California,
County of Los Angeles. ss.

On this 4th. day of May, 1899, before me N.W.Thompson, a Notary Public, in and for said County, residing therein, duly commissioned and sworn, personally appeared, E.M.Durant, known to me to be the person, whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness Whereof etc.

(Seal.)

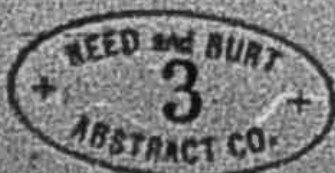
N.W.Thompson.

10 cent Rev.Canceled.

Notary Public.

Recorded May 9th. 1899 at 10.40 A.M. in Book 12 of Sats.
page 52.

Jno.F.Forward, Recorder.

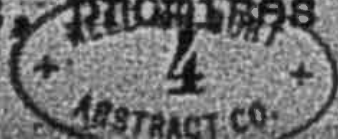


WATER CONTRACT.

This Contract made the 23rd. day of April, 1895, between the San Diego Flume Company the party of the first part and Sue Warner McKay, the party of the second part, Witnesseth:-

That in consideration of the sum of \$1.00. and assignment to her by the owner thereof of three quarters of a miner's inch of water conveyed to J. D. Schuyler and Wm. M. Fitzhugh by T. J. Wrampelmeier by contract dated August 20th, 1887. Notice of said assignment having been filed with this Company, and the further payment of the annual rental hereinafter provided to be paid by said party of the second part to said part of the first part, and the covenants and agreements hereinafter contained, said party of the first part for itself, its successors and assigns, doth sell and convey and agree to furnish in perpetuity, for the purpose of irrigation and use upon and in connection with the following described land, situated in the County of San Diego, State of California, to-wit:- Lots 1 and 2 of South La Mesa, containing 22.03 acres, and according to the map of said South La Mesa, now on file in the office of the County Recorder of San Diego. County, California, a water right of and to three quarters inch of water miner's measure, under a four inch pressure, being equivalent to 12960 standard gallons of water in every 24 hours for each and every inch hereby sold, under a four inch pressure as aforesaid.

The party of the second part for her heirs, administrators and assigns, in consideration of the promises and agreements herein made by the party of the first part, and the delivery of water in accordance with this contract, hereby covenants, promises and agrees that she and



her successors in interest and estate in said lands will pay to said party of the first part annually, in semi-annual installments, payable on the 1st. days of June and December of each and every year, beginning on the 1st day of June, 1895, the sum of \$45.00 that is to say \$22.50 on the 1st day of June, 1895 and \$22.50 at the end of each six months thereafter.

In case of default of payments for the space of 20 days after they become due, this agreement shall terminate and become thenceforth null and void at the option of the party of the first part.

Said party of the 2nd. part hereby grants to said party of the first part a right of way through and over said lands herein described for the pipe line or aqueducts of said Company.

It is covenanted by the party of the second part that this agreement and the covenants herein contained on the part of the party of the second part shall run with and bind the lands of the party of the second part hereinbefore described.

In Witness Whereof (etc. etc.)

Attest:
L. F. Doolittle,
Secretary.

The San Diego Flume Co.,
By J. W. Sefton, President.

(Corporate Seal.)

Sue Warner McKay.

* * * * *

State of California }
County of San Diego } ss.

On this 23rd day of April, 1895, before me C. K. Hudson, a Notary Public, in and for said County, residing therein, duly commissioned and sworn, personally appeared



J. W. Sefton and L. F. Doolittle, known to me to be the President and Secretary respectively of the San Diego Flume Company, the corporation that executed the within instrument and acknowledged to me that they and such corporation executed the same.

In Witness Whereof (etc. etc.)

C. K. Hudson,

(SEAL)

Notary Public.

* * * * *

State of California }
County of San Diego } ss.

On this 23rd day of April, 1895, before me C. K. Hudson, a Notary Public in and for said County of San Diego, personally appeared Sue Warner McKay, personally known to me to be the same person described in and whose name is subscribed to the within instrument and she acknowledged to me that she executed the same.

In Witness Whereof (etc. etc.)

C. K. Hudson,

(SEAL)

Notary Public.

* * * * *

Filed October 7th, 1899 at 3.40 P.M., and recorded in Book 280 of Deeds at page 314.

Jno. F. Forward,

Recorder.

* * * * *



D E E D .

C. G. Ross)	Dated February 27th, 1899.
-to-)	Consideration \$6000.00.
Howard Dawson.)	Granting clause. Grant, Bargain Sell & Convey.

Conveys situate in County of San Diego, State of California, and described as follows; to-wit;

Lot 2 of South La Mesa, containing 11.35 acres of land more or less, according to the official map thereof on file in the office of the Recorder of San Diego County. And said party of the 1st part do hereby assign, transfer and set over to said party of the 2nd. part an undivided $\frac{1}{2}$ interest in and to a certain water contract dated April 23, 1895, made between the San Diego Flume Company and Sue Warner McKay; and also an Undivided $\frac{1}{2}$ Interest in and to the contract known as the Francisco Contract with said Flume Company and referred to in the deed from T. J. Douglass to said Sue Warner McKay, dated March 13th, 1891. The said party of the 1st part assigning, transferring and delivering to the said party of the 2nd. part an undivided $\frac{1}{2}$ interest in and to any water right or contract for water and to any right of way or contract or for any easements or appurtenance in any way whatsoever belonging to said land or contracted for by them to be used upon said land.

The said party of the 2nd part assumes and agrees to pay a certain mortgage given by W. C. Ross and S. A. Ross, husband and wife, to Ada Ward Nason, for the sum of \$2800.00 with interest at the rate of 8% payable semi-annually due three years from July 2nd. 1898 and recorded in the office



of the County Recorder of San Diego County, California,
on July 11th, 1898 in Book 104 Page 63.

C. G. Ross.
\$6.00 rev. cancelled.

* * * * *

State of California }
County of Los Angeles } ss.

On this 27th day of February, 1899 before me Edwin
Smith, a Notary Public in and for the County of Los Ange-
les, State of California, residing therein, duly commis-
sioned and sworn, personally appeared C. G. Ross, a sin-
gle man, known to me to be the person whose name is sub-
scribed to the annexed instrument, and acknowledged to
me that he executed the same.

In Witness Whereof (etc. etc.)

Edwin Smith,

(SEAL)

Notary Public.

* * * * *

Filed March 9th, 1899 at 3.45 P.M., and recorded in
Book 276 of Deeds at page 243.

Jno. F. Forward,

Recorder.

* * * * *



MORTGAGE.

Howard Dawson

Dated, May 1st. 1899.

-to-

Given to secure \$2800, due

Anna T. Durkee Gillon

in 2 years at 8% Int. etc.

★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★

Mortgages all that real property situated in the County of San Diego, State of California, described as fol.

Lot 2 of South La Mesa, containing 11.35 acres of land more or less, according to the official map thereof on file in the office of the Recorder of San Diego County, and also all that undivided $\frac{1}{2}$ interest in and to a certain water contract dated April 23rd. 1895 made between the San Diego Flume Company and Sue Warner McKay and also, an undivided $\frac{1}{2}$ interest in and to the contract known as the Francisco Contract with the said Flume Company and referred to in the deed of T.J. Douglass to Sue Warner McKay, dated March 13th. 1891, and also to all other rights of ways, easements etc. appertaining to said land.

Howard Dawson.

\$1.00 Rev Stamp Cancelled.

★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★

Acknowledged May 4th. 1899, before N.W. Thompson, N.P. in Los Angeles Co. Calif. with Seal attached.

★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★

Filed for record May 9th. 1899. at 10.45 A.M. and recorded in Book 106 of Mortgages at page 136.

Jno. F. Forward,

County Recorder.



MORTGAGE.

Howard Dawson.

Dated, June 5th. 1899.

-to-

Given to secure \$800, due

J.A. Bouscaren.

in 1 year at 11% etc.

Mortgages all that real property situated in the
County of San Diego, State of California, described as fol.

Lot 2 of South La Mesa. Containing 11.35 acres of
land more or less, according to the official map thereof
on file in the office of the Recorder of San Diego County.

(Here describes water rights as set out in mortgage
106 page 136.)

It is understood that this is a second mortgage on
said property the first mortgage being for the sum of
\$2600.

Howard Dawson.

Acknowledged before Emmet H. Wilson, Notary Public, Seal
on June 5th. 1899, at Los Angeles, Calif.

Filed for record June 7th. 1899 at 9.15 A.M. and recorded
in Book 106 of Mortgages at page 172.



JUDGMENTS.

Charles G. Witt. Creditor.

vs.

Howard Dawson et al. Debtors.

Judgment for \$536.80 docketed July 24th. 1899
in Docket 5 at page 8 Case No. 10,397.

Continental Trust Company, Creditor.

vs.

Howard Dawson, Debtor.

Judgment for \$111.54 Principal, \$15.68 Int.
\$23. Atty fees and \$5, costs issued out of Justice Court
San Diego Twp. and transcript filed in Records Office
Sept. 15. 1899 at 10.25 A.M.

IN THE SUPERIOR COURT
COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

Anna T. Durkee Gillon and
Charles E. Gillon, her husband,
Plaintiff's.

vs.

Case No. 11,118

Howard Dawson, J. A. Bouscaren,
Charles G. Witt, Continental
Trust Company (a corporation.)
John Doe, Richard Roe, Jane Doe,
Sarah Roe, John One (a corporation)
and John Two (a corporation.)
Defendants.

Action brought by the above named Plaintiffs against
the above named defendants for the purpose of foreclosing
that certain mortgage recorded in Book 106 of mortgages
at page 136 et seq. of the records of said County.

Complaint filed Oct. 7th. 1899.

Lis Pendens recorded: Oct. 7th. 1899.

Summons issued to all the Defendants, Oct. 7th. 1899.

Summons served on Howard Dawson and J. A. Bouscaren by
James P. Clark, on Oct. 11th. 1899, by delivering to each
of said defendants personally, in the City of Los Angeles,
County of Los Angeles, California, a copy of said summons,
to each of which said summons was attached a true copy
of the complaint in said action.

Subscribed and sworn to before Notary with seal
Oct. 24th. 1899.



Summons served by Sheriff on the Continental Trust Company a corporation by delivering and leaving with E.F.Wells, as President of said Corporation, in the County of San Diego, California, on the 31st. day of Oct. 1899, a copy of said summons, attached to a copy of the complaint referred to in said summons.

Done this 1st. day of Nov. 1899.

F.S.Jennings.

Sheriff.

★ ★ ★ ★ ★ ★ ★ ★ ★ ★

Summons served on Charles G.Witt, by delivering to said defendant a copy of said summons attached to complaint, on the 31st. day of Oct. 1899.

Dated at San Diego, Nov. 1st. 1899.

F.S.Jennings,

Sheriff.

★ ★ ★ ★ ★ ★ ★ ★ ★ ★

Default of Howard Dawson, J.A.Bouscaren, Charles G.Witt, Continental Trust Company, (a corporation), entered Nov. 13th. 1899.

(Seal.)

Will H.Holcomb.

Clerk.

★ ★ ★ ★ ★ ★ ★ ★ ★ ★

D E C R E E O F F O R E C L O S U R E .

This cause came on regularly to be heard in open Court on the 20th. day of Nov. 1899, Max Loewenthal Esq. appearing for plaintiff's ; said cause having been and is hereby dismissed as to Defendants John Doe, Richard Roe, Jane Doe, Sarah Roe, John One, (a corporation), and John Two (a corporation), they being fictitious parties, -and it being shown to the satisfaction of the Court, by proofs duly

made, that Howard Dawson, J. A. Bouscaren, Charles G. Witt and Continental Trust Company, a corporation, the remaining of the above named Defendants have been duly and regularly served with the summons herein, and that they the said Howard Dawson, J. A. Bouscaren, Charles G. Witt and Continental Trust Company, a corporation have made default in that behalf, and that the default of said Defendants for not appearing and answering unto Plaintiff's complaint has been duly and regularly entered herein; and the Court thereupon having heard the evidence produced by the Plaintiff, and it appearing therefrom that all the allegations of the complaint are true, and that there is now due and owing to the Plaintiff Anna T. Durkee Gillon wife of Charles E. Gillon made co-plaintiff herein, as her separate property from the Defendant Howard Dawson, \$2715.00 for principal and interest upon the said note, and for money expended under the terms of said mortgage, as alleged in Plaintiff's complaint, the sum of \$103.99; and also the sum of \$260.00 which is allowed by the Court for Attorney's fees for foreclosing said mortgage; making in all the sum of \$3079.40; and that said sum is secured by the mortgage mentioned in Plaintiff's complaint; also that on the 7th day of October, 1899, plaintiff herein have duly caused to be recorded in the office of the County Recorder of San Diego, a due and proper notice of the pendency of this suit.

It is therefore Ordered, Adjudged and Decreed by the Court that there is due to the Plaintiff Anna T. Durkee Gillon from said Defendant Howard Dawson the said total sum of \$3079.40, and also the plaintiff's costs herein laid out and expended, taxed at \$15.75; that the mortgaged

premises mentioned in said complaint, and hereinafter described, be sold at public auction by the Commissioner hereinafter named in the manner prescribed by law; that the said Commissioner after the time allowed by law for redemption has expired, execute a deed to the purchaser or purchasers at said sale; and that if any of the parties to this action who may be in possession of said premises, or any part thereof, or any person who, since the commencement of this action, has come into possession under them, or either of them, refuse to deliver possession thereof to such purchaser or purchasers, on production of the Commissioner's deed for such premises, or any part thereof, a writ of assistance may, without further notice, be issued to compel such delivery to the purchaser.

And it is further Ordered, Adjudged and Decreed that the said Commissioner shall apply the proceeds of said sale, first to the payment of his fees, disbursements and commissions on said sale; secondly, to the payment to the Plaintiff Anna T. Durkee Gillon of the costs of this suit aforesaid; thirdly, to the payment to the said Plaintiff of the said total sum of \$3079.40 for principal, interest, expenditures and attorney's fees so found due as aforesaid on said mortgage, with interest thereon from the date of this decree at 7% per annum; and if there be any surplus remaining after making said payments he shall pay the same into this Court for the further disposition thereof by this Court in accordance with the rights of the defendants thereto. And if the proceeds of said sale be insufficient to pay the amount so found due to the Plaintiff, with interest, costs and expenses of sale as aforesaid, that thereupon the said Plaintiff Anna T. Durkee Gillon recover of said Defendant Howard Dawson the amount

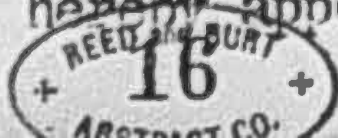
of such deficiency with interest thereon at the rate of 7% per annum from the date of said sale.

The lands and premises directed to be sold by this decree are situated in the County of San Diego, State of California, and are bounded and particularly described as follows, to-wit; Lot 2 of South La Mesa in the County of San Diego, State of California, according to the map thereof filed March 13th, 1891 in the Recorder's office of said County of San Diego, California being a subdivision of a portion of the W. $\frac{1}{2}$ of the S. E. $\frac{1}{4}$ of Sec. 24, Twp. 16, S. R. 2, W. S. B. M. And also an undivided $\frac{1}{2}$ interest in and to that certain water contract dated April 23rd. 1895, made between the San Diego Flume Company and Sue Warner McKay, and recorded on October 7th, 1899 in the office of the County Recorder of San Diego County, by the terms whereof said San Diego Flume Company agrees to sell water for the irrigation of the above described real property, as appurtenant to and running with said real property.

And also an undivided $\frac{1}{2}$ interest in and to that certain contract known as the Francisco contract with said Flume Co. referred to in the deed from T. J. Douglas to said Sue Warner McKay dated March 13th, 1891, by the terms of which contract said San Diego Flume Company agrees to sell water for the irrigation of the real property hereinbefore described, as appurtenant to and running with said real property, and said contract was recorded on April 15th 1891 in Book 178 of Deeds at page 212 Records of San Diego County.

And also all other rights of way, easements, and appurtenances and tenements and hereditaments, belonging or in any way whatsoever appertaining to said land.

Clinton M. Wilbur is hereby appointed Commissioner.



to execute and carry out this decree, and he is required to give bond as such Commissioner in the sum of \$100.00 to be approved by said Court, his appointment to take effect on the approval and filing of such bond, and his fees as such Commissioner are hereby fixed at the sum of \$10.00.

Done in open Court the 20th day of November, 1899.

J. W. Hughes,

Judge of said Superior Court.

* * * * *

Bond of Clinton M. Wilbur Commissioner approved
November 21st. 1899.

J. W. Hughes,

Judge.

* * * * *

Filed November 21st. 1899.

* * * * *



Writ to Clinton M. Wilbur, Commissioner, requiring him to proceed and sell said property according to requirements of said decree and judgment, and to make return within sixty days.


Nov. 22nd. 1899.

Will H. Holcomb ,
Clerk.

★ ★ ★ ★ ★ ★ ★ ★

Return of Clinton M. Wilbur , Commissioner, shows that he was duly and regularly sworn on the 22nd. day of Nov. 1899, and filed an undertaking in the sum of \$100. approved by said Court, that he advertised the property to be sold which description is as follows, (here follows description) on the 23rd. day of Dec. 1899, at 2 P.M.

That previous to said sale to wit:- Nov. 23rd. 1899, he posted written notices particularly describing the property to be sold at the time and place where said property would be sold, for twenty-three days consecutively next immediately preceeding the day on which said property was sold in three public places in the township and City where the property was to be sold; and also published a copy thereof daily for the same period in the San Diego Union and Daily Bee a Daily Newspaper published at San Diego, California, during all said time, x x x all of which will more fully appear in the affidavits attached hereto and made a part of this report

That at the time and place of holding such sale, specified in said posted and published notices, to-wit: On Dec. 23rd. 1899 at 2 P.M. he attended and exhibited and offered said premises for sale in one lot, as provided in said mortgage and in said decree of foreclosure and order of sale, at public auction according to law, to the highest and best bidder for cash  money of the U.S. when

the plaintiff Anna T. Durkee Gillon, being the highest and best bidder therefor, the said premises were struck off by said commissioner to said Anna T. Durkee Gillon as her separate property for the sum of \$3,120. lawful money of the U.S. which was the whole price bid, and which said commissioner acknowledged to have received and that he delivered to said purchaser a certificate of sale of said premises, and filed and recorded a duplicate thereof in the office of the County Recorder of said San Diego County,

That said certificate so delivered contained a particular description of the real property sold, the price bid, and for each distinct lot or parcel the whole price paid, and stated that said property was sold subject to redemption to redemption, etc.

And said commissioner further reports that he deducted from said sum of \$3120. the sum of \$10. as compensation fixed by the Court, for the services of said commissioner and the further sum of \$13. for advertising said notice of sale, and the further sum of \$7. accrued costs and expenses of sale, amounting in all to the sum of \$30. leaving a net balance of \$3090. which net balance said commissioner has paid to the plaintiff Anna T. Durkee Gillon, pursuant to said decree of foreclosure and order of sale, which said plaintiff's receipt for said net balance is hereunto attached, marked exhibit "C"

That the said amount of \$3090. is credited upon said judgment and decree.

Clinton M. Wilbur,

Commissioner.

State of California,
County of San Diego.

ss,
Clinton M. Wilbur, who as Commissioner,
appointed by the Court, to sell the encumbered property
hereinbefore described in the foregoing report and account
of sale, being duly sworn, says, That he has read the fore-
going report and account of sale, and knows the contents
thereof and that the same is true of his own knowledge.

Clinton M. Wilbur.

Subscribed and Sworn to before me,
this 23rd. day of Dec. 1899.

Lewis R. Works.
(Seal.) Notary Public.

★ ★ ★ ★ ★ ★ ★ ★ ★ ★

Affidavit of Publication, made by H. B. Hakes, the prin-
cipal clerk of the printers of the San Diego Union and
Daily Bee, a newspaper published in the City of San Diego,
California, and that the Notice of Sale of which the an-
nexed clipping is a copy has been published at least once
a week for the period of four weeks from the 23rd. day of
Nov. 1899 to the 23rd. day of Dec. 1899, to-wit:-upon the
23, 24, 25, 26, 27, 28, 29, & 30 days of Nov. 1899, and upon the
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, &
23 days of Dec. 1899, and that said publication was made
in the newspaper proper and not in a supplement.

Signed: H. B. Hakes

Subscribed and sworn to before Notary Public,
with seal attached, Dec. 23rd. 1899.

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Attached to the above affidavit is the Notice of Sale, in
due form.



Affidavit of Posting made by Clinton C. Wilbur, shows inter alia, that on Nov. 23rd. 1899, he posted a notice of which the annexed printed notice is a copy, in three public places in the township where the real property described in said notice is situated, to-wit: One on the property herein described; One on the fence in front of the La Mesa School House and One on the La Mesa Blacksmith shop known as the "Wetherbee" blacksmith shop.

That said notice was posted for twenty-three days in three public places in the township where the property to be sold was situated prior to the date of sale, to-wit: At the Court House, Post Office, and City Hall, in said City of San Diego, Prior to Dec. 23rd. 1899.

Signed: Clinton M. Wilbur.

Subscribed and sworn to before Notary Public,
Dec. 23rd. 1899. with Seal attached.

The Notice of Sale in due form is duly attached to the above affidavit.

Received of Clinton M. Wilbur, a Commissioner appointed in the action above mentioned, the sum of \$3090. xxxxxx
Dated Dec. 23rd. 1899.

Anna T. Durkee Cillon

Plaintiff.

by Max Loewenthal, her attorney.

Max Loewenthal,

Attorney for Plaintiff.

Here follows Account of Sale, Receipt for Printing, and receipt for Commissioner's services and recapitulation.

Commissioner's Return filed Dec. 23rd. 1899.



CERTIFICATE OF SALE.

Title of Court and Cause:

I, Clinton M. Wilbur, Commissioner, duly appointed by the Court in this action to sell the property described in the decree of foreclosure in said action, and duly qualified as such commissioner, do hereby certify that under and by virtue of an order issued out of the the Superior Court, in said action, entered Nov. 21st. 1899, attested Nov. 21st 1899, x x x I did on the 23rd. day of Dec. 1899. at the Court House door sell after due notice to the Plaintiff, Anna T. Durkee Gillon, as her separate property who made the highest and best bid therefor at such sale, for the sum of \$3120. which was the whole sum paid by her; the real estate in said order of sale lying and being in the said County of San Diego, State of California, and described as follows:-

Lot 2 of South La Mesa, in the County of San Diego, State of California, according to the map thereof filed March 13th. 1891, in the recorders office, of said County of San Diego, California, being a subdivision of W. $\frac{1}{2}$ of S.E. $\frac{1}{4}$ of Sec. 24. Tp. 16. S. R. 2. W. S. B. M.

(Here described water rights and easements as set out in following deed.)

Given under my hand this 23rd. day of Dec. 1899.

10 cent Rev. Stamp
Cancelled.

Clinton M. Wilbur.

Commissioner.

Filed Dec. 23rd. 1899 at 4.40 P.M. and recorded in book 5 of Certificates of Sale at page 63.

Jno. F. Forward, Recorder.



ORDER APPOINTING ELISOR.

Title of Court and Cause:

It appearing to the satisfaction of the Court, that Clinton M. Wilbur, the Commissioner appointed by the Court in the above entitled action to sell the encumbered property described in the decree of foreclosure in said action, is absent from the State of California, and is now a resident of Seattle, in the State of Washington, and is now in such State.

And it further appearing to the Court, that the said Clinton M. Wilbur, as such Commissioner, duly sold the said property at public auction, according to law and after due and legal notice, on the 23rd. day of Dec. , 1899, and that the said property was purchased at said sale by the plaintiff, Anna T. Durkee Gillon, for the sum of three thousand one hundred and twenty dollars (\$3,120), and that the said Commissioner duly issued to the said plaintiff a certificate of sale, as required by law, on the 23rd. day of Dec. 1899, and then and there filed a copy thereof in the office of the County Recorder of the County of San Diego State of California, and that said property has not been redeemed, and that the time for the redemption of the same has expired;

It is hereby Ordered, Adjudged and Decreed, that Geo. H. P. Shaw Esq. be and he is hereby appointed Elisor to make the deed due to the purchaser or her assigns of the property so sold by said Commissioner.

Dated this 13th. day of Feby. 1901.

H. S. Torrance,
Judge.



State of California,
County of San Diego, ss.

I, Geo.H.P.Shaw, being duly sworn, depose and say, that I will support the Constitution of the United States and the Constitution of the State of California, and will perform the duties of Elisor to make the deed due to the purchaser or her assigns of the property sold by Clinton M. Wilbur, as Commissioner in the above entitled action, to the best of my ability.

George H.P.Shaw.

Subscribed and sworn to before me this
13th. day of Feby. 1901.

Will H.Holcomb.

(Seal.)

County Clerk etc.

Filed Feby. 13th. 1901.

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D E E D .

This Indenture made this 13th day of February, 1901 between Geo. H. P. Shaw, as Elisor in the case of Anna T. Durkee Gillon et al. plaintiffs, vs. Howard Dawson, et al defendants, No. 11118, Dept. 1, in the Superior Court of the County of San Diego, State of California, the party of the first part and Anna T. Durkee Gillon, the party of the second part. WITNESSETH.

WHEREAS in and by a certain judgement and decree rendered by the Superior Court of the County of San Diego, State of California, on the 20th day of November, 1899, and entered on the 21st day of November, 1899, in a certain action then pending in said Court, wherein Anna T. Durkee Gillon and Charles E. Gillon, her husband, were plaintiffs, and Howard Dawson, J. A. Bouscaren, Charles G. Witt, and the Continental Trust Company, a corporation were defendants it was (among other things) ordered, adjudged and decreed that all and singular the mortgaged premises described in the complaint in said action and specifically described in the judgment and decree, should be sold at public auction by Clinton M. Wilbur, as Commissioner, appointed for the purpose in the manner required by law and according to the course and practice of said Court; that such sale be made at the Court House door, in said County of San Diego, between the hours of nine o'clock in the forenoon and 5 in the afternoon, on such day as said Commissioner should appoint; that any of the said parties to said action might become the purchaser at such sale, and that said Commissioner should execute the usual certificate and deed to the purchaser or purchasers, as required by law.

And Whereas the said Commissioner did, on the 23rd day of December, 1899, at the hour of 2 o'clock P.M. after due public notice had been given as required by the laws of this State and the Courts and practice of said Court duly sell at public auction at the place aforesaid, in the said County of San Diego, agreeably to said judgment and decree and the provisions of law, the premises in said judgment and decree mentioned, at which sale the premises in said judgment and decree and hereinafter described were fairly struck off and sold to Anna T. Durkee Gillon, as her separate property, for the sum of \$3120.00 gold coin of the United States, she being the highest bidder and that being the highest bid for the same;

And Whereas the said purchaser thereupon paid to the said Commissioner the said sum of money so bid by her.

And Whereas the said Commissioner thereupon made and executed the usual certificate in duplicate of the said sale in due form of law, and delivered one thereof to said purchaser and caused the other to be filed in the office of the County Recorder of the County of San Diego, to which reference is hereby made and by such reference made a part hereof;

And Whereas more than one year has elapsed since the date of said sale, and no redemption has been made of the premises so sold as aforesaid, by or on behalf of the said judgment debtors, the said defendants, or by or on behalf of any other person.

And Whereas the said Clinton M. Wilbur, as such Commissioner, is now absent from the State of California, and is now a resident of Seattle, in the State of Washington, and is now in such State;

And Whereas, by an order of the Superior Court of the

County of San Diego, State of California, in the above entitled action, Geo. H. P. Shaw, on the 13th day of February, 1901, by reason of the absence of said Commissioner, from said State, appointed Elisor to make the deed due to the purchaser or her assigns, of the property so sold by said Commissioner, which order is entered herein, and the said Elisor having duly qualified as such;

NOW THIS INDENTURE WITNESSETH, that the said party of the first part as the said Elisor, in order to carry into effect the sale so made by said Commissioner, as aforesaid, in pursuance of said judgment and decree and in conformity to the statute in such case made and provided, and also in consideration of the premises and of the sum of \$3120.00, gold coin of the United States, so bid and paid by the said purchaser to the said Commissioner, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part and to her heirs and assigns forever, as her separate property, all that real property situated in the County of San Diego, State of California, and described as follows, to-wit:-

Lot 2 of South La Mesa, in the County of San Diego, State of California, according to the map filed March 13th 1891, in the Recorder's office of said County of San Diego, California, being a subdivision of a portion of the W. $\frac{1}{2}$ of the S. E. $\frac{1}{4}$ of Sec. 24, Twp. 16, S. R. 2, W. S. B. M.

And also an undivided $\frac{1}{2}$ interest in and to that certain water contract dated April, 23, 1895, made between the San Diego Flume Company and Sue Warner McKay, and recorded on October 7th, 1899, in the office of the County Recorder of San Diego County, by the terms whereof said San Diego Flume Company agrees to sell water for the irrigation of the above described real property, as appur-



tenant to and running with said real property.

And also an undivided $\frac{1}{2}$ interest in and to the certain contract known as the Francisco contract with said Flume Company, referred to in deed from T. J. Douglas to said Sue Warner McKay, dated March 13, 1891, by the terms of which contract said San Diego Flume Company agrees to sell water for the irrigation of the real property hereinbefore described as appurtenant to and running with said real property, and said contract was recorded on April 15, 1891, in Book 178 of Deeds at page 312, Records of San Diego County.

And also all other rights of way, easements and appurtenances etc.

To Have and to Hold etc. etc.

George H. P. Shaw,

\$3.50 rev. cancelled.

As Elisor in the action aforesaid.

* * * * *

State of California }
County of San Diego } ss.

On this 13th day of February, A.D. 1901, before me A. C. Houser, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George H. P. Shaw, as Elisor in Gillon vs Dawson No. 11118, Superior Court of San Diego County, California, known to me to be the person whose name is subscribed to the within instrument and he acknowledged to me that he executed the same as such Elisor.

In Witness Whereof (etc. etc.)

(SEAL)

A. C. Houser,
Notary Public.

Filed February 13th, 1901 at 11.40 A.M., and recorded in Book 306 of Deeds at page 277.



F. Forward,
Recorder.

MORTGAGE.

Anna T. Durkee Gillon
and Charles E. Gillon
her husband.
-to-
E.M. Durant.

Dated, June, 21st. 1901.
Given to secure payment of
\$1,000. due in two years, at
12 % per annum, payable semi-
annually, Attorneys fees etc.

★ ★ ★ ★ ★ ★ ★ ★ ★ ★

Mortgages all that certain real property situated in
the County of San Diego, State of California, described
as follows:-

Lot 2 of South La Mesa, according to the map thereof
filed March 13th. 1891, in the Recorders Office of said
County of San Diego, California, being a subdivision of
a portion of the west half of the south east quarter of
section twenty-four, twp. 16. S. R. 2. W. S. B. M.

Also an undivided interest in and to that certain
water contract "dated April 23rd. 1895, made between the
San Diego Flume Co. and Sue Warner Mc Kay", and recorded
on Oct. 7th. 1899, in the office of County Recorder of San
Diego County, by the terms whereof said San Diego Flume Co.
agrees to sell water for the irrigation of the above
described real property, as appurtenant to and running
with said real property.

Also an undivided $\frac{1}{2}$ interest in and to that certain
contract known as " the Francisco Contract with said Flume
Co. referred to in deed from T.J. Douglass to said Sue
Warner Mc Kay dated March 13th. 1891," by the terms of which
contract said San Diego Flume Co. agrees to sell water for
the irrigation of the real property hereinbefore described,
as appurtenant to and running with said real property, and

said contract was recorded on April 15th. 1891. in Book 178 of deeds at page 312. records of San Diego County.

And also all rights of way, easements and appurtenances and tenements and hereditaments, belonging or in any way whatsoever appertaining to said land.

(Mortgagors reserve the right to pay this note at any time by paying two months additional interest as a bonus.) ★ ★ ★ ★ ★ ★ ★ ★

Mrs Anna T. Durkee Gillon

Charles E. Gillon.

State of California,
County of Los Angeles. ss.

On this 25th. day of June 1901, before me Leo. J. Maguire, a Notary Public, in and for said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared, Anna T. Durkee Gillon and Charles E. Gillon, her husband, known to me to be the persons whose names are subscribed to the foregoing instrument and they acknowledged to me that they executed the same.

In Witness Whereof etc.

(Seal.)

Leo. J. Maguire.

Notary Public.

Recorded June 29th. at 20 min past / o'clock P.M in
Book of Mortgages at page .

Jno. F. Forward,

Recorder.

STATEMENT OF TAXES.

All taxes for the period under this search are paid in full, against Lot 2 of South La Mesa, San Diego Co. Cal. except the lien for State and County taxes for fiscal year of 1901-02 which are not payable till Oct. 1901.



After a careful examination of the Records in the Offices of the Clerk, Recorder, Auditor and Tax Collector of the County of San Diego, State of California, in relation to the title to _____

— Lot Two (2) of South La Mesa, in San Diego County, State of California, according to the official map of said South La Mesa, on file in the Office of the County Recorder of said County. _____

The REED AND BURT ABSTRACT COMPANY

DOES HEREBY CERTIFY

that the foregoing **31** pages, numbered 1 to **31** both inclusive, contain a true and correct Abstract of all instruments that have been filed or recorded; all judgments that have been docketed, and all assessments that affect the title to the said property, as appears from said records.

Subsequent to Sept. 20th. 1898, at 8 o'clock A.M. being the date of the foregoing abstract of which this is a continuation.

WITNESS the Corporate name and seal of the COMPANY, this 29th. day of June, 1901, at 1.30 P.M.

REED AND BURT ABSTRACT COMPANY,

By Harry M. McKee
General Manager.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 52 Folder: 8

**Business Records - Water Companies - Cuyamaca
Water Company - San Diego Flume Company - General
files - Water contract--Flume Co. and Warner family**



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