

13044

# Bank of America

NATIONAL TRUST ASSOCIATION

PLEASE ADDRESS YOUR REPLY TO

TRUST DEPARTMENT

ATTENTION OF Trust No. BA-421

LOS ANGELES MAIN OFFICE

LOS ANGELES, CALIFORNIA

January 3, 1933.

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

Dear Sir:

This refers to several matters in connection with the termination of our Trust BA-421, concerning which you last wrote us under dates of November 30, December 16 and December 28, 1932.

Our files in connection with the closing of said trust reveal that it was the understanding of the parties in interest that there would be no assignments made of any of the Trust Deed Notes taken as a result of recently completed transactions through the Southern Title and Trust Company until the trust was in a position to be completely terminated. Today we discussed the matter of assigning certain notes, to which you refer in your letters, with Dr. Hansen and were instructed by him that no assignments should be made until all of the Trust Deeds and Notes had been executed in the manner originally intended by him and the other parties to Trust BA-421.

There are three transactions which have been called to our particular attention by Dr. Hansen and with which you undoubtedly are familiar. These transactions, among others, must be completed before the trust can be absolutely closed and in order that we may have a clear expression from you I will set forth below a summary of the condition of each of these three deals.

## KEMSLEY

On November 18, 1932, you addressed a letter to us enclosing the Kemsley notes and trust deed stating in your letter that it was satisfactory "to put this thru the same as the other trust deeds, on the understanding that I am to stand only 40 percent of the taxes to July 1st, 1932. According to my understanding Mr. Kemsley, or Dr. Hansen, will pay these taxes and 40 percent credit will be given on the Kemsley note for \$480.00. On this condition you may go ahead with the deal." We discussed this matter with Dr. Hansen and called to his attention that all of the money available in

Mr. Ed Fletcher

-2-

January 3, 1933.

Trust BA-421 for payment to the Southern Title and Trust Company, as previously authorized by you, has been used, we having sent the Title Company our check in the amount of \$300.00. Therefore, unless we are furnished with funds in order to pay the taxes and title charges in connection with this transaction it cannot be put through. It would not be possible, obviously, to charge any amount of the title expenses to the Kemsley note as suggested in your letter with respect to the amount of delinquent taxes.

The queries then in connection with this deal are:

(a) Who will furnish funds necessary for its completion?

(b) Since the trust has paid \$300.00 in connection with the deals already closed and it was agreed that you were to pay all amounts in excess thereof, is not the payment of the charges in connection with the Kemsley deal included in your agreement?

If this transaction is to be put through in the same manner as the others we will have to obtain an authorization from Dr. Hansen and from the First National Bank of Pomona, which authorization Dr. Hansen assures us will be forthcoming.

## KILLION

The Killion transaction was one in connection with which we delivered a Deed and Trust Deed to the Southern Title and Trust Company but which you instructed that Company to forebear from recording, the reason for which forbearance is not disclosed by our files. Will this transaction be completed in the manner in which the others were and is it, as a matter of fact, not a part of the first group sent to the Southern Title and Trust Company which you agreed to partially finance as to taxes and title charges?

## OSTERMANN

This transaction has been authorized by the First National Bank of Pomona and by Dr. Hansen but, so far, no authorization has been received from you although the other parties in interest signed instructions addressed to this Bank on your letterhead indicating that you possibly drew the letter of instructions yourself. There was outstanding up

11/12/32  
Dr. Hansen  
with tax delinquent  
notes  
40% of same to be  
credited to \$480.00

\$500.00

12 mos  
needed

Review  
account



Mr. Ed Fletcher

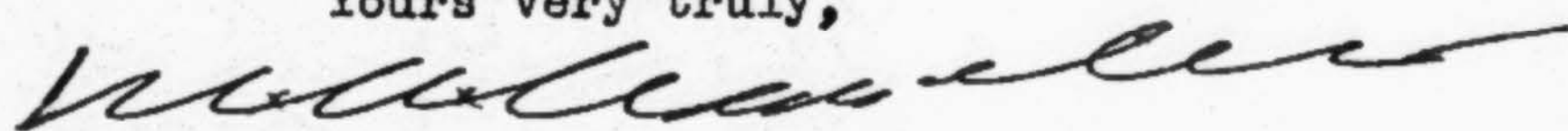
*works for  
Subdivision  
Trusts*  
-3- *Jan 3* January 3, 1933.

until a few months ago an agreement to convey affecting this same property which was to be deeded to Ostermann, but since that time Dr. Hansen has effected its surrender to us. Therefore, we would like to know whether this transaction is to be put through in the same manner as the others, the same method of payment for the incidental charges to apply.

It is suggested that some definite decision be reached with respect to these three deals so that they, at least, may be put out of the way and the further termination of the trust be facilitated. However, unless some agreement is reached with respect to how and by whom the charges for recording of deeds, etc., and the issuance of policies of title insurance are to be paid nothing can be done. If the original agreement of all of the parties in interest was that you were to pay all expenses of all of the transactions in excess of \$300.00 then it seems that such is your burden. However, if there was a different understanding some definite form of procedure will have to be worked out otherwise this trust cannot be closed.

It occurs to the writer at this time that the Eck transaction, with which you are already familiar, should also be considered. You will recall that we had the papers in connection with this deal at the Title Company but because of certain judgments of record against the proposed maker of the note or notes said papers were withdrawn.

Yours very truly,



M. A. Aggeler,  
Subdivision Trusts.

MAA:ON

January 28, 1933.

Bank of America,  
Main Office,  
Los Angeles, California.

Trust Department  
Trust No. BA-421

Attention Mr. M. M. Aggeler,  
Gentlemen:

Answering your letter of January 2d, first regarding the Kemaley matter will say, what objection have you to putting this trust deed thru along the lines as approved by Dr. Hansen. I have his original letter before me of November 12, 1932 reading as follows:

"Dear Col. Fletcher:

Regarding taxes on the riding academy property, it will be all right to close this deal subject to back taxes provided you agree to give credit for 40% of same on the \$480.00 note you hold when same are paid. As evidence of good faith the purchaser has all ready built a large rock barn, well, etc. Please send trust deed and notes covering this property to Mr. Sink with instructions to close the deal subject to delinquent taxes and that when taxes are paid you will credit 40 percent of the amount on the \$480.00 note.

Very truly,

HOMER A. HANSEN"

Will you kindly take this matter up with Dr. Hansen and put thru the trust deed leaving the taxes delinquent.

I want to correct the statement in article "B", Page 2 of your letter. I did not agree to pay all amounts in excess of \$300.00. There was a matter of \$97.00 which Dr. Hansen spoke of and which I agreed to pay, and which you said was the amount involved. It has turned out that that amount is several hundred dollars in excess of \$97. Any advances that I may make for title charges Mrs. McClure must pay her 80 percent and the Morse Construction Company 40 percent, in accordance with our ownership of the property.

Regarding the Killion transaction, if this can be put thru with the taxes delinquent, it will be satisfactory to me to do so.



*See back Friday*

Page 2

Regarding Ostermann - my understanding regarding this was that Mr. Ostermann paid \$100 as an initial payment which amount was to be used to take care of all delinquent taxes, and I have been informed that this \$100 was paid to Dr. Hansen by Mr. Eck for that purpose.

I am writing Dr. Hansen sending him a copy of this letter. I understand you have all three of these trust deeds and notes now in your possession.

Yours very truly,

EF:KLM



Comm

March Twenty-first  
1 9 3 3

Bank of America  
Los Angeles, California

Trust #B A -421

Attention Mr. M. A. Aggler

My dear Mr. Aggler:

I am glad to inform you that the Southern Title & Trust Company are sending you a photostatic copy of their map within the next couple of days in the Poway matter.

I do appreciate your splendid cooperation in straightening out matters.

My understanding is that you are still demanding return to you of the Ware, Harrington and Flint contracts that are outstanding. My records show that you have the Ware contract already. Will you please punch up Dr. Hansen and have him get the Harrington and Flint outstanding contracts in so that we can clean this miserable mess up?

Have you received the letter as promised from Mr. Steadman?

With kind personal regards.

Sincerely yours,

EF:ASK

Comm

March Twenty-second  
1 9 3 3

Mr. M. A. Aggler  
Bank of America  
Los Angeles, California

Trust #BA 421

Dear Mr. Aggler:

Confirming my conversation with Mr. Hansen today.

I promised you and this is to confirm my statement that I will pay for the cost of the certificate of title for the three parcels yet to be deeded on the assumption that Mr. Steadman has written you the letter of authority that he promised to by 'phone.

You have all the trust deeds as I understand it and if you will send the trust deeds down to the Southern Title and Trust Company with instructions for me to pay for the policy of insurance I will make arrangements with the title company to pay them.

Dr. Hansen has agreed to turn in the three contracts which he has in his possession and which you asked for so as to cancel them out.

Please let me hear from you by return mail if Mr. Steadman has confirmed his verbal agreement.

Very sincerely yours,

EF:ASK



13044

# Bank of America

NATIONAL TRUST ASSOCIATION

PLEASE ADDRESS YOUR REPLY TO  
TRUST DEPARTMENT

LOS ANGELES MAIN OFFICE

ATTENTION OF

Trust BA-421

LOS ANGELES, CALIFORNIA

March 23, 1933

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

Dear Sir:

This refers to our recent conversation had at this office and to your letter of March 21, 1933 relative to certain matters in connection with the proposed termination of our Trust No. BA-421.

Enclosed is a copy of a letter dated March 17, 1933, addressed to this bank by C. A. Steadman, Trust Officer of the First National Bank of Pomona, regarding the payment of title expense and recording fees, which will be incurred by reason of the completion of the so-called Kemsley, Killion and Ostermann transaction. In view of the subject matter of that bank's letter, we request that you confirm the arrangements set out therein before we will proceed any further with those deals.

Referring particularly to your inquiry as to fees payable to this bank, as Trustee, being a condition precedent to the closing of the trust, we direct your attention to our letter of August 12, 1932, wherein the matter of fees was fully discussed. We do not feel that a definite figure can be fixed at this time, inasmuch as there are several matters that must be completed before the trust is actually in a position warranting termination. You may judge from said letter of August 12, 1932, however, the basis upon which our fee will be computed.

The balance of cash on hand in said trust, as of today, is \$485.48.

Yours very truly,



M. A. Aggeler,  
Subdivision Trusts.

MAA:MV

March Twenty-fourth  
1 9 3 3

Mr. M. A. Aggeler *Pomona*  
Bank of America  
Main Office  
Los Angeles, California

Trust BA-421

My dear Mr. Aggeler:

Answering yours of March 23rd we wrote you a day or two ago guaranteeing the payment of the cost of the certificate of title and recording fees.

If you will forward the Kemsley, Killion and Ostermann transactions to the Southern Title and Trust Company and we will make our own arrangements with them direct in relation thereto.

Yours very truly,

EF:ASK

*cc  
Stadman  
Steadman*



THE FIRST NATIONAL BANK OF POMONA

Pomona, California  
March 25, 1933

Trust #554.

Bank of America N. T. & S. A.,  
Los Angeles, California.

Attention: Mr. Aggeler  
In re: Your Trust No. BA-421

Dear Sir:

A few days ago we wrote you confirming our telephone conversation in which we stated that provided Mr. Ed Fletcher paid \$80.00 toward the title expense incident to transfer of certain trust deeds from the above numbered trust, to himself in the amount of 40% thereof, and to the First National Bank of Pomona for the account of Mrs. Margaret McClure, in the amount of 60% thereof, we would be willing to credit the payment on his indebtedness to us.

We have had two letters from Mr. Fletcher since in which he states that his impression is that we will share 60% in the expense and he 40%. This letter is for the purpose of emphasizing that we will not be responsible for 60% of the expense. Regardless of what this item is or the amount which Mr. Fletcher puts up, we will credit him with only \$80.00 on his indebtedness to us. However, 60% of the trust deeds released should be assigned to us as Trustee for Mrs. McClure.

Yours very truly,

(signed) C. A. Steadman

Trust Officer.

CAS-F.

COPY

March 27, 1933.

Mr. H. A. Aggeler,  
Bank of America  
Los Angeles, California.

Trust BA-421

My dear Mr. Aggeler:

Enclosed herewith are instructions pertaining to deeding that portion of the Southeast Quarter of the Southwest Quarter of Section 23, Township 14 South, Range 2 West, S. B.M. subject to conditions mentioned in deed; also release of the guarantee from Dr. Hansen to the Thousands Oaks note, both of which you may deliver to proper parties whenever Trust BA-421 is closed and whenever Mr. Hansen and his wife furnish such title as they have pertaining to the following described property:

Lots 1, 2 and 3, in Block 7, Thousand Oaks Tract, County of Ventura, State of California, as per map of said tract recorded in Book 8, Pages 73 to 78 of Maps, in the office of the County Recorder of said County.

ALSO Lot 1, in Block 27, Thousand Oaks Tract, County of Ventura, State of California, as per map of said tract recorded in Book 8, Pages 73 to 78 of Maps, in the office of the County Recorder of said County.

For your information I am sending back the unsigned authorization, the new one corrected as agreed upon with Dr. Hansen over the phone today.

Yours very truly,

EF:KLM

C. A. Steadman



Tract where well is located

(Arb. Lot. 178-179-180  $\frac{a.k.}{3\pi}$ )

All that portion of the Southeast Quarter of the Southwest Quarter of Section 25, Township 14 South, Range 2 West, S.B.M., in the County of San Diego, State of California, described as follows:

Beginning at the point of intersection of the South line of said Section 25 with the Northeasterly line of Mission Road 1-A as shown on Sheet 15 of Map of said Mission Road 1-A, San Diego County Highway Commission, Records of the County Surveyor of said San Diego County, said point being distant North 89° 42' East, 26.62 feet, along said Section line, from Station 318 plus 97.72 on the center line of said Mission Road; thence North 89° 42' East along said South line of said Section, 162.65 feet; thence North 0° 41' East, 146.87 feet to a point on a curve whose center bears North 0° 41' East, 50 feet from the aforesaid point, thence Westerly & Northerly along said curve, 95.99 feet; thence South 83° 52' West, 126.66 feet; thence South 38° 53' West, 130.0 feet to a point on said Northeasterly line of said Mission Road; thence South 41° 35' East along said Northeasterly line, being parallel with and distant 20 feet at right angles Northeasterly from the center line of said Road, as shown on the above mentioned Map of said Road, 134.59 feet to the point of beginning.

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Bank of America National Trust and Savings Association,  
Trust No. BA-421

You are hereby authorized and instructed to deed the above described property to the Meadowbrook Mutual Water Company, and to deliver said deed without consideration to the Trust, said deed to include the following reservations: Reserving any and all water rights and/or riparian rights appertaining to said land 40 percent to the Morse Construction Company, and corporation, and 60 percent to the First National Bank of Pomona, excepting that the Meadowbrook Mutual Water Company shall have the right to pump such water as may be available for domestic purposes as needed. The consideration being that the "Poway Grove", the legal description being as follows, shall receive its proportionate share of water as all other lands are served from said system, subject to all rules and regulations of said system, and you are hereby instructed

Page 2

to incorporate this condition in the deed.

Legal description of Poway Grove

Commencing at a point on the West line of said Section 23, which bears North 0° 27' 30" West 2181.11 feet from the Southwest corner of said section; thence continuing North 0° 27' 30" West along said West line of said Section 351.75 feet; thence South 89° 22' 30" East 246.05 feet to a point on the center line of the pavement of Mission Road 1-A according to the map of said Mission Road 1-A, Sheet 14, San Diego County Highway Commission on file in the office of the County Surveyor of said San Diego County; thence South 5° 18' West 7.92 feet along said center line of said pavement; thence continuing Southerly along said center line being along the arc of a curve to the left having a radius of 1000 feet and a chord which bears South 5° 56' 30" East, a distance of 322.60 feet to the end of said curve; thence continuing along said center line South 13° 11' East 24.32 feet; thence North 89° 22' 30" West 270.13 feet to the point of commencement.

Commencing at a point on the West line of said Section 23, which bears North 0° 27' 30" West 1426.88 feet from the Southwest corner of said section; thence continuing North 0° 27' 30" West along said west line of said section 754.23 feet; thence South 89° 22' 30" East 270.13 feet to a point on the center line of the pavement of Mission Road 1-A, according to the map of said Mission Road 1-A, Sheets 14 and 13 San Diego County Highway Commission, on file in the office of said County Surveyor of said San Diego County; thence South 15° 11' East along the center line of said pavement 113.02 feet; thence continuing Southerly along said center line being along the arc of a curve to the right having a radius of 700 feet and a chord which bears South 1° 43' East a distance of 280.18 feet to the end of said curve; thence continuing along said center line South 9° 45' West 154.10 feet; thence continuing Southerly along said center line being along the arc of a curve to the left having a radius of 750 feet and a chord which bears South 1° 38' East a distance of 212.49 feet; thence leaving said center line of said pavement North 89° 50' 15" West 266.05 feet to the point of commencement.

All in the Northwest Quarter of the Southwest Quarter, Section 23, Township 14 South, Range 2 West, S.B. M., San Diego County, California.

Dated this 27th day of March, 1935.

MORSE CONSTRUCTION COMPANY

By \_\_\_\_\_ President



13044

# Bank of America

NATIONAL TRUSTS ASSOCIATION

PLEASE ADDRESS YOUR REPLY TO  
TRUST DEPARTMENT  
ATTENTION OF

LOS ANGELES MAIN OFFICE

LOS ANGELES, CALIFORNIA

Trust BA-421.

March 30, 1933

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

Dear Sir:

Enclosed is a copy of a letter dated March 25, 1933, addressed to this bank by The First National Bank of Pomona relative to the payment of expenses to be incurred in connection with the partial termination of our Trust BA-421.

In your letter of March 24, 1933 you instruct us to forward the Kemsley, Killion and Ostermann transactions to the Southern Title and Trust Company. However, we will not do so until the matter of payment of title expense and recording charges is entirely clear and agreed upon between you and The First National Bank of Pomona.

My impression of the arrangement you made with that bank concerning such payment was that you were to pay the entire expense, with the exception of \$80.00, which \$80.00 would not be refunded to you in cash but in the form of a credit on an obligation existing between you and The First National Bank of Pomona, as your creditor.

Please let us hear from you immediately with respect to the bank's letter.

Yours very truly,



M. A. Aggeler,  
Subdivision Trusts.

MAA:MV  
Enclosure

March Thirty-first  
1 9 3 3

Bank of America  
Main Office  
Los Angeles, California

TRUST #B.A. 421

Attention Mr. M. A. Aggeler

My dear Mr. Aggeler:

My understanding of your letter of March 30th is correct. I am to satisfy the Southern Title and Trust Company in the matter of cost of certificate of title and recording.

I am not going to pay for the delinquent taxes, the certificates of title show subject to taxes being delinquent but we are making an arrangement with the different parties to accept the certificates subject to delinquent taxes.

If you will send the three trust deeds down to the Southern Title and Trust Company I will make arrangements with them about paying for the title expense and recording charges, or if you will write me the amount of each trust deed and the legal description I will go to the title company and find out the cost for you so that we can get the matter straightened up quickly.

I would appreciate your prompt action so that we can get the entire matter settled and the trust dissolved.

Yours very truly,

EF:ASK



*Pomona*

April Twelfth  
1 9 3 3

Mr. M. A. Aggeler  
Bank of America  
Main Office  
Los Angeles, Calif.

My dear Mr. Aggeler:

What is now holding up the closing of the trust?

Did you receive the map of the property as promised me  
by the Southern Title Company which should have been included in the  
certification?

Sincerely yours,

EF:ASK

## THE FIRST NATIONAL BANK OF POMONA

W. L. WRIGHT, CHAIRMAN OF THE BOARD  
W. A. KENNEDY, PRESIDENT  
RAYMOND E. SMITH, VICE-PRESIDENT  
C. A. STEADMAN, CASHIER  
W. B. CAHOON, ASST. CASHIER  
A. H. LAWRENCE, ASST. CASHIER  
JESSE P. EDMONDS, ASST. CASHIER

COMMERCIAL  
TRUST  
SAVINGS

POMONA, CALIFORNIA

April 22, 1933

*Pomona*

Trust #554.

Colonel Ed Fletcher,  
1020 Ninth Avenue,  
San Diego, California.

Dear Sir:

I have been out of the office considerable  
since receiving your letter of April 6th, regarding the  
payment of \$225.00 on the pasture rent.

We contend that Mrs. McClure is entitled to  
her proportion of the \$225.00 paid to you for the past  
year's rental. If there is not sufficient water supply to  
continue to rent the land for pasturage that should not  
effect what has gone before. Mrs. McClure is down to her  
last \$100.00 of income, and we do not know where any more  
is coming from. She is not in a position to bear any  
expense toward a new pipeline and we will not be responsible  
for it.

We are depending upon you to keep up the  
payments under your guarantee of the Voris mortgage, to  
keep Mrs. McClure going. We should also receive our sixty  
per-cent of the Sexson payment for pasturage which you have  
received.

Yours very truly,

*C. A. Steadman*

Trust Officer.

CAS-F.



13044

**Bank of America**  
NATIONAL TRUST AND SAVINGS ASSOCIATION

PLEASE ADDRESS YOUR REPLY TO  
TRUST DEPARTMENT

LOS ANGELES MAIN OFFICE

ATTENTION OF Trust No. BA-421.

LOS ANGELES, CALIFORNIA

April 26, 1933.

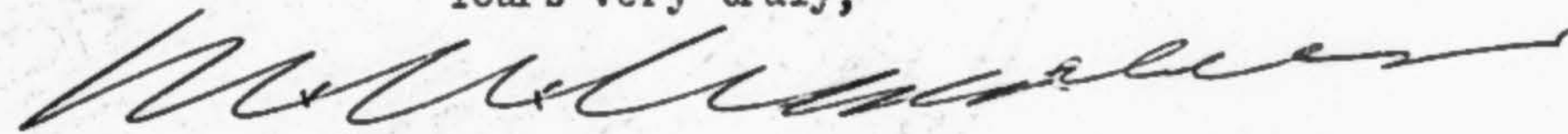
Colonel Ed Fletcher,  
1020 Ninth Avenue,  
San Diego, California.

Dear Sir:

Enclosed is copy of a letter, dated April 20, 1933, addressed to this Bank by LaRue C. Watson and wife, relative to the property purchased by them through our Trust No. BA-421, affecting which this Bank holds their trust deed and note as assets of said trust.

Please let us know what disposition is to be made of this request.

Yours very truly,



M. A. Aggeler,  
Subdivision Trusts.

MAA:HS  
Enclosure.

COPY

April 20, 1933.

Bank of America National Trust and Savings Association,  
Trust Department,  
650 South Spring Street,  
Los Angeles, California.

In re: Your Trust No. BA-421.

Gentlemen:

This refers to a certain portion of the Northwest Quarter of the Northeast Quarter of Section 23, Township 14 South, Range 2 West, S.B.M., San Diego County, California, title to which property is now held by LaRue C. Watson and Metta M. Watson, his wife, subject to a Deed of Trust in favor of your Bank, securing a note in the amount of \$3378.00, with interest paid to July 5, 1930, all taxes on said parcel having been paid.

On or about July 20, 1931 there were executed by the undersigned two notes totaling \$2252.00, both of which were in favor of Bank of America National Trust and Savings Association, to be secured by a Deed of Trust affecting the parcel involved, which Deed of Trust was also executed by us. There was also executed by us about that time an unsecured promissory note, in the amount of \$1000.00, payable to Homer A. Hansen. Said trust deed notes in your favor, together with the promissory note in favor of Homer A. Hansen were all given in consideration of the cancellation of the existing indebtedness and the placing in effect of the new notes and Trust Deed so executed.

However, no cancellation of the present debt has been made, and it is our understanding that the trust deed notes and Deed of Trust are still held in your files, as is the \$1000.00 promissory note held by Dr. Hansen.

For your information, our equity in the property in question was originally acquired by reason of granting satisfaction to Homer A. Hansen of a debt in the amount of approximately \$2000.00. At the time this debt was released it was our desire to acquire a clear piece of property equal in value to \$2000.00. However, in order to effect a settlement, we took the property with a value of \$3378.00, and assumed the payment to your Trust No. BA-421 of \$3378.00, the present obligation.

We now request that the present obligation of \$3378.00 be cancelled, and that all of the alleged renewal notes, both secured and unsecured, payable to your Bank and to Homer A. Hansen also be cancelled, in consideration of our granting to you, free and clear of all taxes and other liens, the easterly half of the present parcel held by us, which easterly half is to be measured along the southerly line of said parcel. Attention is called to the fact that the actual parcel to be conveyed back to you will be determined at a future date, the amount of our equity governing.

Please submit this offer of settlement to the parties interested in your trust.

Yours very truly,

LaRue C. Watson

Metta M. Watson

cc.  
Hansen



*Copy*

May Eighth  
1933

Mr. M.A. Aggeler  
Bank of America  
Main Office  
Los Angeles, Calif.

My dear Mr. Aggeler:

Mr. Hansen has informed me that you are so rushed with work that you are to blame for the delay in cancelling the Trust #BA-421; that he has done every thing necessary to complete the dissolution of the trust.

If this is true when can we count on you completing the job? If you have not already done so please give us the legal description of the three properties for which you want certificates of title and I will make arrangements to have the certificates issued without any expense to the trust as per agreement.

Of, if you have already found out what that amount is the same condition applies.

I have sent a copy of this letter to Mr. Hansen.

Yours very truly,

EF:ASK

*Copy*

September Twelfth  
1933

Bank of America  
Main Office  
Los Angeles, California

Trust # B A 421

Attention Mr. M. A. Aggeler

My dear Mr. Aggeler:

Answering yours of August 28th to Mr. Sloane will you kindly give me the address of Mr. Killian and Mr. Kemsley, also their initials so that I may contact them and get some kind of a settlement at an early date that will allow us to dissolve the trust and before the papers are made out.

May I hear from you by return mail, please.

Yours very truly,

EF:ASK



13044

**Bank of America**  
NATIONAL TRUST AND SAVINGS ASSOCIATION

PLEASE ADDRESS YOUR REPLY TO  
TRUST DEPARTMENT

LOS ANGELES MAIN OFFICE

ATTENTION OF Trust No. BA-421.

LOS ANGELES, CALIFORNIA

September 14, 1933.

Colonel Ed Fletcher,  
1020 Ninth Avenue,  
San Diego, California.

Dear Sir:

As requested in your letter of September 12, 1933, we submit the following names and addresses:

F. R. Kemsley and M. Ila Kemsley,  
c/o Dr. Homer A. Hansen,  
Route A,  
San Fernando, California; and

Eugene Killion and Esma L. Killion,  
c/o Dr. Homer A. Hansen,  
Route A,  
San Fernando, California.

Enclosed is copy of a letter addressed by us today to the Southern Title & Trust Company with further reference to the orders recently opened governing the property affected by the Kemsley, Killion and Osterman deals, respectively. Until we have been furnished a more elaborate set of reports by the title company, we cannot proceed with these transactions.

Yours very truly,



M. A. Aggeler,  
Subdivision Trusts.

MAA:HS  
Enclosure.

Com  
October Twenty-fifth  
1933

Mr. M. A. Aggeler  
Bank of America  
Main Office  
Los Angeles, Calif.

Trust B.A. 421

My dear Mr. Aggeler:

Enclosed find copy of letter that I have received from the Southern Title and Trust Company that is explanatory.

We are doing everything we can here to carry out your wishes.

Very sincerely yours,

EF:ASK



AMERICA  
**Bank of Italy**  
NATIONAL TRUSTS ASSOCIATION  
Trust Department  
Main Office: Los Angeles

Trust No. BA-421.

October 24, 1933.

Dr. Homer A. Hansen,  
Route A,  
San Fernando, California.

Dear Sir:

The following letter, dated October 23, 1933, addressed to this Bank was received by us from La Brea C. Watson:

"This is in regard to your Trust No. BA-421."

"We had an initial equity in this matter of two thousand dollars, and have since put close to a thousand dollars into it in interest, taxes and incidental expenses, making a total investment for us of about three thousand dollars."

"We naturally feel that we should have something for this equity, and would like to have a clear deed to such proportion of the land in question as might seem just. We still believe in the possibilities for future development of the Pecos district."

"However, our other debts, brought on us by the depression, and our very scant income, make it practically impossible for us to continue any obligations in connection with the Pecos property."

"Hence, if the parties concerned are not willing to make a settlement by which we would have a clear equity, we are prepared to surrender all interest in the property if we are released from all obligations connected with the matter, including the thousand dollar note to Dr. Hansen and all other financial obligations."

"We have paid all taxes on the property up to date. There are no delinquencies."

"We have placed all our cards on the table, and shall appreciate an early settlement of this matter."

Please let us know what reply we are to make to Mr. Watson's expression.

Yours very truly,

M. A. Aguilar,  
Subdivision Trusts.

Ed. Fletcher,  
1020 Ninth Avenue, San Diego, Calif.

Enclosed

Copies to: First National Bank of Pomona, as  
Trustee for Margaret McClure,  
Attention: Mr. C. A. Steadman

**Bank of America**  
NATIONAL TRUSTS ASSOCIATION

PLEASE ADDRESS YOUR REPLY TO  
TRUST DEPARTMENT

LOS ANGELES MAIN OFFICE

ATTENTION OF Trust No. BA-421.

LOS ANGELES, CALIFORNIA

December 8, 1933.

Colonel Ed Fletcher,  
1020 Ninth Avenue,  
San Diego, California.

First National Bank of Pomona, as  
Trustee for Margaret McClure,  
Attention: Mr. Steadman,  
Pomona, California.

Dr. Homer A. Hansen,  
Route A,  
San Fernando, California.

Gentlemen:

We are about to deliver to Southern Title and Trust Company at San Diego, in connection with that company's order No. 101315, a Grant Deed executed by this Bank conveying the following described property to FRED E. OSTERMAN and VERA M. OSTERMAN, his wife, as joint tenants:

" All that portion of the following described portion of the N $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 23, Township 14 South, Range 2 West, S. B. M., in the County of San Diego, State of California, lying Northerly of a line drawn parallel with and distant 650 feet measured at right angles Northerly from the Southerly line of the N $\frac{1}{2}$  of the SW $\frac{1}{4}$  of said Section, said entire portion being more particularly described as follows:

Commencing at a point on the Easterly line of the right of way of Mission Road 1-A, according to the Map of said Mission Road 1-A, Sheet 13, San Diego County Highway Commission, filed in the office of the County Surveyor of said County, which said point of commencement bears North 21° 19' 46" East, 99.64 feet from the point of tangency on the center line of said Road at Station 339 plus 87.04 thereof; thence South 82° 34' 47" East, 715.45 feet; thence North 81° 51' 20" East, 50.41 feet to the true point of beginning; thence North 0° 32' 16" West, 745.62 feet to the beginning of a tangent curve to the right, having a radius of 78.27 feet; thence Northeasterly along said curve, 120.38 feet; thence North 87° 15' East, 227.85 feet to the beginning of a tangent curve to the left, having a radius of 127.84 feet; thence Northeasterly along said curve, 205 feet, more or less, to an intersection with the Northerly line of the SW $\frac{1}{4}$  of said Section 23; thence South 89° 37' 10" East along said Northerly line 1120 feet, more or less, to the NE corner of the said SW $\frac{1}{4}$  of said Section; thence South 0° 01' 13" East along the Easterly line of said SW $\frac{1}{4}$ , 1298.23 feet to the Southeast corner of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section; thence North 89° 57' 30" West along the Southerly line of said NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 1303.00 feet to the Southwest corner of



December 8, 1933.

the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section; thence continuing North 89° 57' 30" West along the Southerly line of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section, 135 feet, more or less, to a point which would be intersected by a line drawn South 15° 25' 05" East from the true point of beginning; thence North 15° 25' 05" West along said line, 345 feet, more or less, to the true point of beginning. "

There will also be sent to the title company, along with our deed, a deed of trust made by our grantees, dated December 5, 1933, to this Bank, as Trustee and as Beneficiary affecting the property heretofore described, which deed of trust will secure a note of the same date, executed by the same parties, in the amount of \$1157.50, payable five years after date, interest, however, payable quarterly at 7% per annum.

The title company will be requested to issue its policy of title insurance, on a liability of \$1500.00, showing title to the property in question vested in our grantees subject to all matters of record and to the lien of the deed of trust, as well as to the conditions and restrictions imposed by the grant deed from this Bank, which deed will designate said property to be "farm property", but will be in form similar to the deeds heretofore placed of record through our Trust No. BA-421.

Mr. and Mrs. Osterman delivered the deed of trust and note to us with their demand, a portion of which reads as follows:

"As a further condition which must be complied with before you may use the Note and Deed of Trust heretofore mentioned, said note is to bear an endorsement evidencing the fact that there has been <sup>credited</sup> to the principal amount thereof whatever sum will be necessary as of the date when title is acquired by us, to clear the property in question of all delinquent taxes including taxes for the first half of the fiscal year 1933-34. It is further understood that said credit is to be made upon the note by Bank of America National Trust and Savings Association prior to any assignment of the instrument."

The following is an excerpt from the Southern Title and Trust Company's preliminary report of October 28, 1933, which report covers the condition of title to the property involved as of that date:

"..... Free and clear from all encumbrances, except:

1. County taxes for the fiscal year 1933-34, now a lien but not payable until November.
2. A sale to the State of California for delinquent County taxes for the year 1928; also subsequent delinquent County taxes for the years 1929, 1930, 1931 and 1932. Amount to redeem, if paid before December 1, 1933, \$63.24. .... "

If you approve this entire transaction, keeping in mind that the note and trust

December 8, 1933.

deed are dated December 5, 1933; that there will be but one note secured by the deed of trust; that the Ostermans are to be given credit for all back taxes up to the time when title becomes vested in them, and that the deed will designate the property as "farm property", please sign and return to us the duplicate copy of this letter, using the space allotted for your signature.

Yours very truly,



M. A. Aggeler,  
Subdivision Trusts.

MAA:HS  
Enclosure.



HEAD OFFICE  
SAN FRANCISCO, CAL.

CABLE ADDRESS  
"BANKITALY"

AMERICA  
**Bank of Italy**  
NATIONAL TRUST ASSOCIATION

Trust Department  
Main Office Los Angeles

Bank 12-42

December 8, 1935.

And we dated December 5, 1935, that there will be put into effect by the Bank of Italy, that the Commission and to be given credit for all bank loans up to the time that this loan is repaid in full, and that the Bank will designate the property as "loan property", please sign and return to us the duplicate copy of this letter, using the space attached for your signature.

Yours very truly,

H. A. Hansen,  
President

RE: 12  
Enclosure

The above transaction, as outlined in the above letter, is hereby ratified and approved in all particulars.

Ed Fletcher

First National Bank of Pomona, as Trustee for  
Margaret McClure

By \_\_\_\_\_

Homer A. Hansen

Dated: \_\_\_\_\_



# Bank of America

NATIONAL TRUST ASSOCIATION

## TRUST DEPARTMENT

TRUST NO. BA-421 NAME MEADOWBROOK FARMS

TRU-1121 10M-2-22

STATEMENT COVERING PERIOD FROM

1-1-34 TO 12-31-34

SCH. A-E

SCH. A

### SUMMARY OF COLLECTIONS

DATE	PRIN.	MORSE CONSTR. CO.	FIRST NATL. BK. OF POMONA
4-3-34	500.00	200.00	300.00
4	781.00	312.40	468.60
5	1400.00	560.00	840.00
9-19-34	2400.00	960.00	1440.00
	5081.00	2032.40	3048.60
4-3-34	-500.00		
	T.D. NOTE TAKEN FOR UNPAID BAL. S. 1/2 OF S. 1/2 OF NE. 1/4 OF SEC. 22 T14 S R 2 W	-200.00	-300.00
4	-781.00		
	T.D. NOTE TAKEN FOR UNPAID BAL. LOTS 130 AND 131	-312.40	-468.60
5	-750.00		
	T.D. NOTE TAKEN FOR UNPAID BAL. PT. S. 1/2 OF NW. 1/4 OF SEC. 23 T14 S R 2 W	-300.00	-450.00
5	-650.00		
	T.D. NOTE TAKEN FOR UNPAID BAL. PT. NE. 1/4 OF NW. 1/4 OF SEC. 23 T14 S R 2 W	-260.00	-390.00
9-19-34	-1200.00		
	T.D. NOTE TAKEN FOR UNPAID BAL. PT. SE. 1/4 OF SW. 1/4 OF SEC. 14 T14 S R 2 W	-480.00	-720.00
19	-1200.00		
	T.D. NOTE TAKEN FOR UNPAID BAL. PR. SW. 1/4 OF NW. 1/4 OF SEC. 23 T14 S R 2 W	-480.00	-720.00
	5081.00	2032.40	3048.60
	-0-	-0-	-0-

### STATEMENT OF RECEIPTS AND DISBURSEMENTS

SCH. B

#### RECEIPTS

CASH ON HAND AS OF 12-31-33

TOTAL 642.69 RELEASE 861.70 GENL. -229.51 DEP. ON CONTRACT 10.50

#### DISBURSEMENTS

1-24-34 BANK OF AMERICA  
5-9-34 " " "  
7-19-34 " " "  
21 " " "

COLL. CHGS. TO 12-31-33  
" " " 8-31-33  
PREM. ON PUBLIC LIAB. INS.  
FEES FOR JULY 2 DEEDS

1.21  
5.02  
2.36  
5.00

1.21  
5.02  
2.36  
5.00

TOTAL DISBURSEMENTS

13.59 13.59

CASH ON HAND 12-31-34

629.10 861.70 -243.10 10.50

SCH. C-1

### CONTRACTS RECEIVABLE

	TOTAL	MORSE CONSTR. CO.	FIRST NATL. BANK-POMONA
UNPAID BALANCE 12-31-33	10223.98		
CASH SALE S. 1/2 OF S. 1/2 OF SE. 1/4 OF NE. 1/4 OF SEC. 22 TWP. 14S, R2W S B M CO. OF SAN DIEGO	500.00	200.00	300.00
CASH SALE LOTS 130 & 131 MEADOWBROOK FARMS	781.00	312.40	468.60
CASH SALE POR. S. 1/2 OF NW. 1/4 OF SEC. 23 TWP. 14S, R2W S B M CO. OF SAN DIEGO	750.00	300.00	450.00
CASH SALE POR. OF NE. 1/4 OF NW. 1/4 OF SEC. 23 TWP 14S R2W S B M CO. OF SAN DIEGO	650.00	260.00	390.00
SALE POR. OF SE. 1/4 OF SW. 1/4 OF SEC. 14 TWP. 14S REW S B M CO. OF SAN DIEGO	1200.00	480.00	720.00
SALE POR. OF SW. 1/4 OF NW. 1/4 OF SEC. 23 TWP 14S REW S B M. CO. OF SAN DIEGO	1200.00	480.00	720.00
	15304.98	2032.40	3048.60
CLOSE OUT BALANCES LOTS DEEDED, LOTS 158-159-160	493.98		
	14811.00	2032.40	3048.60
COLLECTIONS AS PER SCH. A	5081.00	2032.40	3048.60
UNPAID BALANCE 12-31-34	9730.00	-0-	-0-



TRUST NO. BA-421

1-1-34 TO 12-31-34

## MEADOWBROOK FARMS

SCH. C-2

## TRUST DEED NOTES

	TOTAL	MORSE CONSTR. CO.	FIRST NATL. BK.-POMONA
UNPAID BALANCE 12-31-33	3378.00		
SET UP NOTE #4-5 ON S $\frac{1}{2}$ OF S $\frac{1}{2}$ OF SE $\frac{1}{4}$ OF NE $\frac{1}{4}$ OF SEC. 22 TWP. 14S R2W S B M. CO. OF SAN DIEGO	500.00	200.00	300.00
SET UP NOTE #12-13 LOTS 130 & 131 SET UP POR. OF SEC. 14 TWP. 14S R2W S B M CO. OF SAN DIEGO	781.00	312.40	468.60
NOTE #6-7	200.00	80.00	120.00
SET UP NOTES #8-9 POR. OF NE $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF SEC. 23 TWP. 14S R2W S B M CO. OF SAN DIEGO	650.00	260.00	390.00
SET UP NOTE #10-11 POR. OF S $\frac{1}{2}$ OF NW $\frac{1}{4}$ OF SEC. 23 TWP. 14S R2W S B M CO. OF SAN DIEGO	750.00	300.00	450.00
SET UP NOTE #14 POR. OF SW $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF SEC. 23 TWP. 14S R2W S B M CO. OF SAN DIEGO	1200.00	480.00	720.00
SET UP NOTE #15 SE $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SEC. 14 TWP. 14S R2W S B M CO. OF SAN DIEGO	1200.00	480.00	720.00
UNPAID BALANCE 12-31-34	8659.00	2112.40	3168.60

SCH. D

## LIABILITIES

DUE W. F. MC CLURE. ESTATE ACCOUNT PURCHASE PRICE WITH INT. @ 7%  
SEMI-ANNUALLY. INT. PAID TO 4-11-27

INSTALLMENT DUE 4-11-28	11704.17
" " 4-11-30	11704.17
" " 4-11-31	7003.86
UNPAID BALANCE 12-31-34	30412.20

SCH. E

DUE COLONEL ED. & MARY FLETCHER ACCOUNT PURCHASE PRICE. INT @ 7%  
SEMI-ANNUALLY. INT. PAID TO 4-11-27

INSTALLMENT DUE 4-11-29	6704.17
" " 4-11-31	4700.30
" " 4-11-32	11704.16
UNPAID BALANCE 12-31-34	23108.63



## DAILY RECORD OF COLLECTIONS

LOT	BLK.	NAME	TRUST No.	PRINCIPAL	INTEREST	INT. PD. TO	TOTAL	UNP'D. BAL.	DATE	JOURNAL No.	DISTRIBUTION (X INDICATES INTEREST)
			BA 421						9-19-34		
		F. & M. KEMSLEY									
		POR. OF SW $\frac{1}{4}$ OF NW $\frac{1}{4}$									
		OF SEC. 23 TWP. 14S									
		R2W S B M.									
		TRANSFER BAL. TO T. D. NOTE #14									
		NOTE TAKEN AS CASH SALE									
				1200.00			1200.00		480.00		720.00
		E. KILLION									
		POR. OF SE $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SEC.									
		14 TWP. 14S, R2W- S B M.									
		CASH SALE T. D. NOTE TAKEN									
				1200.00			1200.00		480.00		720.00
		TOTAL		2400.00			2400.00		960.00		1440.00

MORSE CONST. CO.

1ST NATL. BK.  
OF POMONA



Bonay

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13044

**Bank of America**  
NATIONAL TRUST AND SAVINGS ASSOCIATION

PLEASE ADDRESS YOUR REPLY TO  
TRUST DEPARTMENT

LOS ANGELES MAIN OFFICE

ATTENTION OF Trust No. BA-421.

LOS ANGELES, CALIFORNIA  
January 8, 1934.

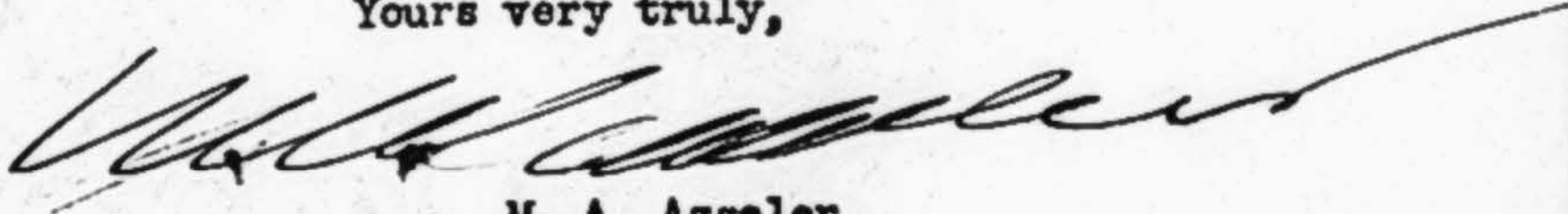
Colonel Ed Fletcher,  
Fletcher Building,  
San Diego, California.

Dear Sir:

Please communicate with us relative to the  
Ostermann transaction concerning which we wrote you re-  
cently.

Dr. Hansen called at this office today and  
stated that unless this transaction is put through  
immediately, the purchasers will permanently withdraw.

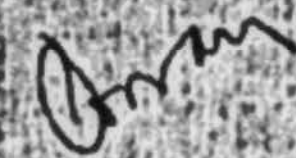
Yours very truly,

  
M. A. Aggeler,  
Subdivision Trusts.

MAA:ES

Copy to  
Dr. Homer A. Hansen,  
Route A,  
San Fernando, California.

January Eleventh  
1 9 34

  
Mr. M. A. Aggeler  
Subdivision Trusts  
Bank of America  
Los Angeles Main Office  
Los Angeles, California

My dear Mr. Aggeler:

Answering yours of January eighth will say that I am  
willing to do anything that Mr. Hansen and Mr. Steadman care to do  
in the matter re the Osterman purchase.

I have sent a copy of this letter to Mr. Steadman and  
Mr. Hansen.

Yours very truly,

EF:ASK



13-14  
**Bank of America**  
 NATIONAL SAVING ASSOCIATION

PLEASE ADDRESS YOUR REPLY TO  
 TRUST DEPARTMENT

LOS ANGELES MAIN OFFICE

ATTENTION OF Trust No. BA-421.

LOS ANGELES, CALIFORNIA

January 16, 1934.

Colonel Ed Fletcher,  
 1020 Ninth Avenue,  
 San Diego, California.

First National Bank of Pomona, as  
 Trustee for Margaret McClure,  
 Attention: Mr. Steadman,  
 Pomona, California.

Dr. Homer A. Hansen.  
 Route A,  
 San Fernando, California.

Gentlemen:

We are in receipt of a letter, dated January 9, 1934, from F. E. Osterman relating to the proposed purchase by him and his wife of a portion of the "Poway property", San Diego County, California, concerning which we last wrote all of the parties to Trust No. BA-421 on December 8, 1933.

Mr. Osterman wishes "to call the deal off" as he has "accepted a position to run a place on shares". In view of the fact that on January 13, 1934, we were informed by Colonel Ed Fletcher that he is willing to do anything the other parties to the trust wish, with respect to the Osterman matter, please let us know what action you expect this bank to take with respect to the transaction herein referred to.

Yours very truly,

*for J. A. Duncan*  
 M. A. Aggeler,  
 Subdivision Trusts.

MAA:RS

January Thirtieth  
 1934

Bank of America  
 Main Office  
 Los Angeles, Calif.

Trust # BA-421

Attention Mr. M. A. Aggeler

My dear Mr. Aggeler:

Answering yours of the 16th my suggestion is that you ask Mr. Osterman to return all papers in relation thereto so that the title is clear to the property, that he agreed to purchase. Please ask for same and we will be one step nearer home.

This in answer to your letter of the 16th.

Yours very truly,

EF:ASK



San Francisco  
February 1, 1934.

Mr. William Moorish, President  
Bank of America  
San Francisco, California.

My dear Mr. Moorish:

It was a pleasure to have our mutual friend  
Art Meek bring us together after several years. As agreed,  
I am writing re the Patterson-Marshall Ranch loan.

We have in the past made several attempts to  
refinance, through the Federal Land Bank, this loan but  
failed, for two reasons: First, they would not make such  
a large loan, and second, the Land Bank did not consider me  
eligible as a farmer.

We have succeeded, however, in securing the final  
approval of two loans, - Mr. Wente has a map which you can  
refer to. We can secure a loan of \$22,500 on parcels  
A - B - CA - CB - D JA - JB and K. This is made up of a  
federal loan of \$18,000 and a Commissioners loan of \$4500.  
The government has demanded \$900 for Federal Land Bank stock  
and \$500 for seeding, so that we can pay at least \$21,200 of  
this loan to the Bank of America. The loan will be made through  
Steven Fletcher, my son. The second loan which has been of-  
ficially approved to Mr. Harbell, is for \$14,000 secured by  
lots E and F. It comprises a Federal loan of \$9000 and  
Commissioner's loan of \$5000. From the above amount \$450  
for Land Bank stock and \$500 for seeding, would leave a net  
amount of \$13,050 to be paid you, making a total of \$34,150  
to apply on your loan.

At the present time our indebtedness is \$58,000 or  
\$59,000 leaving a balance due Bank of America of \$24,000 or  
\$25,000, providing you will approve the release of parcels  
covered by these two Federal loans.

As securing for the above \$24,000 or \$25,000 the  
Bank of America would still have our two most valuable pieces  
of property, tracts G and H of the Patterson Ranch, approximately

Mr. William Moorish

-2-

February 1, 1934.

160 acres, which adjoins the Southern Pacific Railroad and  
has a frontage of one-half mile on the state highway. Your  
release price being \$21,000. The following being the total  
release prices as furnished by the Bank through our Mr. Lewis:  
A - \$4000, B - \$1100, Ca - \$2500, Cb - \$4500, D - \$2900,  
E - 7400, F - 10,200, G - 9500, H - 11,200, Ja - 3400,  
JB - 3900, K - 10,500. Total \$72,000.

Lots G and H, the property you are still holding as  
security, are wholly planted to alfalfa and in the best of  
condition. I have spent the last three years \$13,750 on G and H  
in levelling, planting, developing, additional water, the pur-  
chase of a pumping plant and several thousand feet of 12"  
concrete pipe, with the construction also of a dwelling and barn.  
G and H have the best soil on the entire ranch. It is only a  
matter of time when I can sell this property for more than  
enough to pay off the entire indebtedness on the Patterson  
Ranch, or rather the balance due you.

As additional collateral, however, you have all of  
our property in San Diego County subject to what we owe the  
Bank of America, San Diego Branch, which we put up originally.  
Also, last year we added nearly \$200,000 of property as  
additional security without receiving any additional loan.  
This security put up last year comprised a 1000 acre ranch  
with \$5000 house. In addition, 1/4 mile state highway frontage  
on road to Imperial Valley, which under normal conditions, is  
worth \$40,000. On this land is located \$100,000 Studio  
Building now used as a skating rink, also valuable highway  
frontage, and acreage in Grossmont, including a store and Post  
Office building, our most valuable subdivision property.

The original security for our San Diego County loan,  
in addition to valuable San Diego City property, includes  
several homes, close-in business property, as well as 400 or  
500 acres most valuable subdivision property with our mile of  
lake frontage at Lake Cuyamaca, including also Cuyamaca Lodge  
and 15 cottages. The loan on the Cuyamaca Lake property had  
been paid down to about \$15,000. Recently we sold the Lodge  
and about 15 acres for \$23,000 on time payment, to responsible  
people. With the exception of \$1000 all of this money is  
being applied to reduce my indebtedness in San Diego County.

With the return of normal conditions, the 450 acres  
at Cuyamaca Lake alone will pay off all of my obligations  
to Bank of America.



Mr. William Moorish

-3-

February 1, 1934.

Referring again to Marshall Ranch loan at Patterson, will say that Mr. Harbell took up with Mr. Hodgson today the subjugation asked by Mr. Wentz, that we make the two loans above mentioned, which would net you \$34,150, and after the loans were made the equity in A, B, C, D, J and K, E, F be mortgaged back to Bank of America as second mortgage. Mr. Hodgson said that could not be done for the reason that parts of each of these loans are Commissioners loans and the applicant must have at least a 25% equity; otherwise, no loan would be made. We have no time to lose and we must have your approval, otherwise loans will not be granted. The limit has been secured from the Federal Land Bank and as above shown the maximum of Commissioners loan in each case has been secured.

I have several times offered to give a deed of this property to the Bank of America and cancel the indebtedness, thereby losing \$60,000, but it has been refused. I went into this proposition to help out a friend, Colonel Marshall, with an agreement to give him one-half the profits, but as you know, farming has gone from bad to worse because of the low price of butter fat, as well as the declining values on the farming property. I am still willing to deed property, but if this is not agreeable to you our next best bet is to pay off the Bank of America with money received from the two government loans, as outlined above, and work out the rest as soon as possible, so as to pay my obligation in full.

I am making no criticism of anyone and appreciate the friendly way matters have been handled by your bank. I tried to see Mr. Wentz today but failed. I will gratefully appreciate your personal interest and sincerely hope your reply is favorable.

If the above does meet with your approval, please have the enclosed official papers, also Bank's letter of acceptance, mailed promptly to C. O. Harbell, Patterson, Calif., my associate, and I would also appreciate it if you would write to me at 1020 Ninth Street, San Diego, confirming the above.

With kindest personal regards,

Sincerely yours,

PS--It is imperative that we act promptly or the Federal Loan will be withdrawn.

*Harbell read & mail to me  
my only copy -*

CABLE ADDRESS: BANK OF AMERICA

13/4

# Bank of America

NATIONAL TRUST AND SAVINGS ASSOCIATION

PLEASE ADDRESS YOUR REPLY TO

TRUST DEPARTMENT

ATTENTION OF C. Felt

Trust No. BA-421

LOS ANGELES MAIN OFFICE

LOS ANGELES, CALIFORNIA

March 2, 1934.

Colonel Ed Fletcher,  
1020 Ninth Avenue,  
San Diego, California.

First National Bank of Pomona, as  
Trustee for Margaret McClure,  
Attention: Mr. Steadman,  
Pomona, California.

Dr. Homer A. Hansen,  
Route A,  
San Fernando, California.

Gentlemen:

We are in receipt of a letter dated February 19, 1934, from F. E. Osterman, relative to the proposed purchase by him and his wife of a portion of the Poway Property, San Diego County, California. Mr. Osterman demands that we cancel the three notes which he and his wife executed at the time he was negotiating for the purchase of this property.

Previously, on January 16, 1934, we wrote to you informing you that Mr. Osterman wished to "call the deal off," and at that time we asked you to please let us know what action you expected this bank to take with respect to the transaction.

Will you please let us know what action you do expect us to take so that we may either cancel the notes and return them to Mr. Osterman, or give him some satisfactory explanation.

Yours very truly,

*T. R. Duncan*  
T. R. Duncan,  
Assistant Trust Officer.

CF:HR



13044

*Conroy*

# Bank of America

NATIONAL TRUST AND SAVINGS ASSOCIATION

PLEASE ADDRESS YOUR REPLY TO  
TRUST DEPARTMENT

LOS ANGELES MAIN OFFICE

ATTENTION OF Trust No. BA-421;  
C. F. Felt.

LOS ANGELES, CALIFORNIA

March 26, 1934.

Colonel Ed Fletcher,  
1020 Ninth Avenue,  
San Diego, California.

Dr. Homer A. Hansen,  
Route A,  
San Fernando, California.

First National Bank of Pomona, as Trustee  
for Margaret McClure,  
Attention: Mr. Steadman,  
Pomona, California.

Gentlemen:

We have received from La Rue C. Watson and Metta M. Watson the following:

1. Grant Deed from La Rue C. Watson and Metta M. Watson, his wife, to Bank of America National Trust and Savings Association, conveying the portion of the Northwest quarter of the Northeast quarter of Section 25, Township 14 South, Range 2 West, S. B. M., San Diego County, particularly described in said instrument.

2. Statement of Identity completed and signed by the above named grantors, with signed affirmation on the back thereof.

3. A letter of instructions reading in part as follows:

"You are authorized to use and/or record these documents when you hold for delivery to us; the following cancelled notes:

a. Unsecured note for \$1000.00, dated August 20, 1931, executed by us in favor of Homer A. Hansen.

b. Note, dated July 20, 1931, for \$1351.20, executed by us in favor of Bank of America National Trust and Savings Association.

c. Note, dated July 20, 1931, for \$900.80, executed by us in your favor.

It is also understood by us that the unrecorded deed of trust, dated July 20, 1931 securing the notes mentioned in items b. and c. of this letter will be cancelled and retained in your files.

A Full Reconveyance of the Deed of Trust executed by us now of record in San Diego County, and securing our note, dated October 5, 1929 for \$3378.00 is to be filed for record concurrently with the enclosed grant deed by which we are conveying the subject property to you, "in lieu of foreclosure."

If you approve the acceptance of the aforementioned deed and the reconveyance of the existing recorded deed of trust, thereby placing the property back in the trust,

Trust No. BA-421.

-2-

March 26, 1934.

please signify such approval in the space provided below.

It will be necessary that some provision be made for the payment of title charges and other incidental expenses of approximately \$50.00 in connection herewith. We would suggest that you make some disposition of this matter among yourselves and notify us when you have come to an agreement.

Yours very truly,

*T. R. Duncan*  
T. R. Duncan,  
Assistant Trust Officer.

CFF:HS  
Enclosure.



**Bank of America**  
NATIONAL TRUST & SAVINGS ASSOCIATION  
Trust Department  
Main Office Los Angeles

Trust No. BA-421.

March 26, 1934.

Please signify such approval in the space provided below.

It will be necessary that some provision be made for the payment of title charges and other incidental expenses of approximately \$25.00 in connection herewith. We would suggest that you make some disposition of this matter among yourselves and notify us when you have come to an agreement.

Yours very truly,

*J. E. Hansen*  
Assistant Trust Officer.

OFFICE  
ENCLOSURE

The transaction as herein outlined is hereby ratified and approved.

First National Bank of Pomona, as Trustee for  
Margaret McClure,

By \_\_\_\_\_

*E. Fletcher*  
Ed Fletcher

\_\_\_\_\_  
Homer A. Hansen

Dated: \_\_\_\_\_

13044

**Bank of America**  
NATIONAL TRUST & SAVINGS ASSOCIATION

PLEASE ADDRESS YOUR REPLY TO  
TRUST DEPARTMENT

LOS ANGELES MAIN OFFICE

ATTENTION OF Trust No. BA-421;  
C. F. Folt.

LOS ANGELES, CALIFORNIA  
March 26, 1934.

Colonel Ed Fletcher,  
1020 Ninth Avenue,  
San Diego, California.

Dr. Homer A. Hansen,  
Route A,  
San Fernando, California.

First National Bank of Pomona, as Trustee  
for Margaret McClure,  
Attention: Mr. Steadman,  
Pomona, California.

Gentlemen:

We are about to deliver to Southern Title and Trust Company at San Diego, in connection with that company's order No. 101313-EAS, a grant deed executed by this bank conveying a certain portion of the Southwest Quarter of the Northwest Quarter of Section 23, Township 14 South, Range 2 West, S. M. B., San Diego County, particularly described in said instrument by notes and bounds, to F. R. Kemsley and M. Ila Kemsley, his wife, as joint tenants.

There will also be sent to the title company, along with our deed, a deed of trust made by our grantees, dated March 5, 1934, to this bank, as trustee and as beneficiary affecting the property heretofore described, which deed of trust secures a note of the same date, signed by the above mentioned grantees, in the amount of \$1200.00, payable on or before five years from date, which note bears interest at the rate of 7% per annum, payable quarterly.

The title company will be requested to issue its policy of title insurance, on a liability of \$1500.00, (Colonel Fletcher is to pay all title and recording expenses, etc. in this connection), showing title to the property in question vested in our grantees subject to all matters of record and to the lien of the deed of trust, as well as the conditions and restrictions imposed by the grant deed from this bank, which deed will designate the property to be "farm property", but will be in form similar to the deeds heretofore placed of record through our Trust No. BA-421.

Mr. and Mrs. Kemsley delivered the deed of trust and note to us with their demand, a portion of which reads as follows:

"As a further condition which must be complied with before you may use the note and deed of trust heretofore mentioned, said note is to bear an endorsement evidencing the fact that there has been credited to the principal amount thereof whatever sum will be necessary as of the date when title is acquired by us, to clear the property in question of all delinquent taxes, including taxes for the first half of the fiscal year 1933-1934. It is further understood that said credit is to be made upon the note by Bank of America National Trust and Savings Association prior to any assignment of the instrument. It is, of course, understood that we are to pay the taxes herein referred to."



Trust No. BA-421

-2

March 26, 1934.

The following is an excerpt from the Southern Title and Trust Company's preliminary report of October 28, 1933, which report covers the condition of title to the property involved, as of that date:

".....Free from all encumbrances, except:

1. County taxes for the fiscal year 1933-1934, now a lien but not payable until November.
2. A sale to the State of California for delinquent County taxes for the year 1928, also subsequent delinquent County taxes for the years 1929, 1930, 1931 and 1932. Amount to redeem, \$96.95."

If you approve of this entire transaction, keeping in mind that the note and trust deed are dated March 5, 1934; and that there will be one note secured by the deed of trust; that the Kemsleys are to be given credit for all back taxes up to the time that title becomes vested in them; and that the deed will designate the property as "farm property", please sign and return to us the duplicate copy of this letter, using the space allotted for your signature.

Yours very truly,

*T. R. Duncan*  
T. R. Duncan,  
Assistant Trust Officer.

CFF:HS  
Enclosure.

*Approved*

CABLE ADDRESS - BAKERICAL

13044

# Bank of America

NATIONAL TRUST ASSOCIATION

PLEASE ADDRESS YOUR REPLY TO  
TRUST DEPARTMENT

LOS ANGELES MAIN OFFICE

ATTENTION OF Trust No. BA-421;  
C. F. Felt.

LOS ANGELES, CALIFORNIA  
March 26, 1934.

Colonel Ed Fletcher, ✓  
1020 Ninth Avenue,  
San Diego, California.

Dr. Homer A. Hansen,  
Route A,  
San Fernando, California.

First National Bank of Pomona, as Trustee  
for Margaret McClure,  
Attention: Mr. Steadman,  
Pomona, California.

Gentlemen:

We are about to deliver to Southern Title and Trust Company at San Diego, in connection with that company's order No. 101514-EAS, a grant deed executed by this bank conveying a portion of the "Powy" property, being described in said instrument by metes and bounds in four parcels as portions of the SE $\frac{1}{4}$  of Section 14, Township 14 South, Range 2 West, S. B. M. in the County of San Diego; portion of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 23, Township 14 South, Range 2 West, S. B. M., San Diego County; portions of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 23, Township 14 South, Range 2 West, S. B. M., San Diego County, etc., to EUGENE KILLION and ESMA L. KILLION, his wife, as joint tenants.

There will also be sent to the title company, along with our deed, a deed of trust made by our grantees, dated March 5, 1934, to this bank, as trustee and as beneficiary affecting the property heretofore described, which deed of trust secures a note of the same date, signed by the above mentioned grantees, in the amount of \$1200.00, payable on or before three years after date, which note bears interest at the rate of 7% per annum, payable quarterly.

The title company will be requested to issue its policy of title insurance, on a liability of \$1500.00, (Colonel Fletcher is to pay all title and recording expenses, etc. in this connection), showing title to the property in question vested in our grantees subject to all matters of record and to the lien of the deed of trust, as well as the conditions and restrictions imposed by the grant deed from this bank, which deed will designate the property to be "farm property", but will be in form similar to the deeds heretofore placed of record through our Trust No. BA-421.

Mr. and Mrs. Killion delivered the deed of trust and note to us with their demand, a portion of which reads as follows:

"As a further condition which must be complied with before you may use the note and deed of trust heretofore mentioned, said note is to bear an endorsement evidencing the fact that there has been credited to the principal amount thereof whatever sum will be necessary as of the date when title is acquired by us, to clear the property in question of all delinquent taxes, including taxes for the first half of the fiscal



Trust No. BA-421.

-2-

March 26, 1934.

year 1933-1934. It is further understood that said credit is to be made upon the note by Bank of America National Trust and Savings Association prior to any assignment of the instrument. It is, of course, understood that we are to pay the taxes herein referred to."

The following is an excerpt from the Southern Title and Trust Company's preliminary report of October 28, 1933, which report covers the condition of title to the property involved, as of that date:

" ..... Free from all encumbrances, except:

1. County taxes for the fiscal year 1933-34, now a lien but not payable until November.

2. A sale to the State of California for delinquent County taxes for the year 1928; also subsequent delinquent County taxes for the years 1929, 1930, 1931 and 1932. Amount to redeem, if paid before December 1, 1933, \$22.08..... "

If you approve this entire transaction, keeping in mind that the note and trust deed are dated March 5, 1934; and that there will be but one note secured by the deed of trust; that the Killions are to be given credit for all back taxes up to the time that title becomes vested in them; and that the deed will designate the property as "farm property", please sign and return to us the duplicate copy of this letter, using the space allotted for your signature.

Yours very truly,

*T. R. Duncan*  
T. R. Duncan,  
Assistant Trust Officer.

CFF:HS  
Enclosure.

April 4, 1934.

Bank of America,  
Main Office,  
Los Angeles, California.

Trust No. BA-421  
C. F. Felt

Gentlemen:

Answering your letters of March 26th, 1934 relative to the F. R. Kemsley and M. Ila Kemsley trust deed, also Eugene Killion and Esma L. Killion trust deed, same are herein approved and the letters being returned to you with my signature on the following condition that 40 percent of the unsold property in this trust is to be deeded to Ed Fletcher Co., a corporation (formerly Morse Construction Company) and the entire transaction to be completed simultaneously.

Regarding the LaRue C. Watson deal, will this hold up the closing of the trust or not, as the Watson property has heretofore been deeded out. Will you kindly give me an answer in that respect.

An early reply will be appreciated.

Yours very truly,

EF:KLM



Bank of America  
NATIONAL TRUST ASSOCIATION  
Trust Department  
Main Office Los Angeles

E. F. Hall,  
Trust No. 21-421.

June 9, 1934.

Dr. Homer A. Hanson,  
Route A,  
San Fernando, California.

Dear Sir:

This is in reply to your telephonic request for our requirements in connection with the termination of our Trust No. 21-421.

Before we will be in position to completely terminate the trust, it is necessary that disposition be made of the so-called Osterman, Watson, Kenney and Killian transactions. The following is a outline of these transactions, together with suggestions as to their disposition:

#### Osterman transaction:

You will recall that Mr. Osterman wished to "call the deal off". We have obtained the approval of Colonel M. Fletcher and the First National Bank of Fresno as trustee for Margaret McFlure, to cancel this deal and return the papers to Mr. Osterman. However, we have not as yet received your consent to dispose of the matter in this manner. It is suggested that you kindly let us have your consent thereto, so that this matter may be closed.

#### Watson transaction:

With respect to this transaction, you will recall a grant deed from John C. Watson and Edith M. Watson, his wife, to Bank of America National Trust and Savings Association, affecting a portion of the "Pony" property was delivered to this bank, with the instruction that the deed was to be recorded when we were able to deliver to the grantors certain cancelled notes, particularly described in our letter of March 23, 1934, and with the further direction that the deed of trust executed by the Watsons, now of record in San Diego County, and securing their note, dated October 3, 1929 for \$3375.00 be reconveyed, the full reconveyance to be filed for record concurrently with the grant deed mentioned above.

We were informed by the Southern Title and Trust Company that the title charges and incidental expenses in connection with this transaction would be approximately \$50.00. You will remember that this transaction was approved by the First National Bank of Fresno, as trustee for Margaret McFlure and by yourself. However, up to this time, the Horse Construction Company has not approved the arrangement. Upon receipt of their written consent, and upon specific conditions as to which of you will pay the title charges and incidental expenses in connection therewith, we will be in position to dispose of this

Bank of America  
NATIONAL TRUST ASSOCIATION  
Trust Department  
Main Office Los Angeles

Dr. Homer A. Hanson

June 9, 1934

Letter:

However, if this procedure is not satisfactory, we will, upon receipt of specific instructions from all of the parties in interest in the trust, return the grant deed to the Watsons, and upon termination of the trust assign the note and deed of trust now of record to the Horse Construction Company and the First National Bank of Fresno, (in its capacity as trustee or individually).

#### Killian and Kenney transactions:

All papers in connection with the Killian and Kenney transactions have been executed by these parties and we will be in position to deliver the deeds and trust deeds to the title company for recordation as soon as we receive proper instructions from the Horse Construction Company.

Please obtain specific and unqualified instructions from the interested parties, namely, Horse Construction Company, First National Bank of Fresno as trustee for Margaret McFlure, similar instructions to be filed with us by you. The above mentioned matters, we feel, should be completed before any further steps are taken, so that when the Southern Title and Trust Company is requested to furnish us with descriptions of the property remaining unsold in this trust, all of the instruments affecting the title to the property will be of record, thereby facilitating the work of drawing the descriptions.

It will be necessary that the Horse Construction Company and the First National Bank of Fresno as trustee for Margaret McFlure agree upon the division of the property to be conveyed, and that the title company then be requested to furnish us with the descriptions which are to be used in the respective deeds, and also to furnish us with adequate maps of the property involved.

In the event grant deeds are employed to convey the property, it will be necessary that the title company furnish us with policies of title insurance insuring the title in this bank, subject to unpaid taxes and assessments; conditions, restrictions, reservations, easements, rights and rights of way of record.

If quit claim deeds are used to convey title, no policies of title insurance need be written, the descriptions which the title company is to furnish being sufficient.

It is to be specifically understood that this trust is to be put to no expense for title charges or other expenses incurred in terminating the trust.



Bank of America  
NATIONAL TRUST ASSOCIATION  
Main Office Los Angeles

Dr. Homer A. Hansen

June 9, 1934.

The First National Bank of Fresno, as trustee for Margaret Hansen and the Morse Construction Company should designate some party to whom the trust funds and notes are to be delivered. Inasmuch as it will be necessary for us to make out of the note to the First National Bank of Fresno (either individually or in the capacity of trustee for Margaret Hansen) and the Morse Construction Company, or to an authorized agent of the same, respectively.

We will further require an assignment of beneficial interest, dated June 4, 1934, from you and your wife to the First National Bank of Fresno as trustee for Margaret Hansen, affecting assignment of the beneficial interest in our Trust No. BA-421.

In a letter now dated at Fletcher to this bank, dated April 4, 1934, we note that inasmuch as one of the main purposes of this trust is to be made to the Morse Construction Company, a corporation, hereby Morse Construction Company. In the event the Morse Construction Company has succeeded the Morse Construction Company, we should be furnished with relevant relative thereto. It might be well to have the Morse Construction Company also sign any and all instruments in connection with the matters set out above.

It should further be determined whether the First National Bank of Fresno wishes the deeds to be loaned and the trust funds and notes to be assigned to them individually or whether the instruments should reveal their true ownership.

Yours very truly,

*J. E. Stewart*  
Assistant Trust Officer

Copies to  
Morse Construction Company,  
1220 Ninth Avenue,  
San Diego, California,  
c/o Colonel Ed Fletcher

First National Bank of Fresno,  
Attention: Dr. Hansen,  
Fresno, California

CABLE ADDRESS - BAKERICAL

13044

Bank of America  
NATIONAL TRUST ASSOCIATION

*Baran*

PLEASE ADDRESS YOUR REPLY TO  
TRUST DEPARTMENT

LOS ANGELES MAIN OFFICE

ATTENTION OF Trust No. BA-421,  
C. F. Felt.

LOS ANGELES, CALIFORNIA

June 11, 1934.

Colonel Ed Fletcher,  
1020 Ninth Avenue,  
San Diego, California.

Dear Sir:

We are returning herewith:

1. Document, dated March 27, 1933, signed by you, and addressed to Homer A. Hansen and Marie A. Hansen, purporting to release them from "commitments by reason of guaranteeing the trust deed note in the sum of \$7104.77, dated February 25, 1926 executed by M. E. Holloway, Belle Holloway and H. W. Wait, secured by Deed of Trust which is recorded in Book 109, Page 93 of Official Records in the office of the Recorder of Ventura County, said note being in favor of A. Z. Dean."

2. Instruction, dated March 27, 1933, signed by Morse Construction Company, directed to this bank, in which we are asked to deed to the Meadowbrook Mutual Water Company, without consideration to the trust, a portion of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 23, Township 14 South, Range 2 West, S. B. M., in the County of San Diego.

You will recall these papers were delivered to us with the instruction that we were to deliver the release mentioned in item 1. above to Dr. Hansen and the deed covering the property mentioned in item 2. of this letter, "Whenever Mr. Hansen and his wife furnish such title as they have pertaining to the following described property: Lots 1, 2 and 3 in Block 7 and Lot 1 in Block 27, all in Thousand Oaks Tract, County of Ventura, State of California, as per map of said tract recorded in Book 8, Pages 73 to 79 of Maps, in the office of the County Recorder of said County".

Inasmuch as the Ventura County property mentioned above and the purported release mentioned above are matters foreign to this trust, we would suggest that they be taken care of by you and Dr. Hansen outside of the trust, and that you then, if such be your wish, give us new instructions to convey certain property held in our Trust BA-421 to the Meadowbrook Mutual Water Company, which instructions should be joined in by First National Bank of



Trust BA-421;  
Colonel Ed Fletcher.

-2-

June 11, 1934.

Pomona, as Trustee for Margaret McClure, Dr. Hansen and his wife.

Please acknowledge receipt of the enclosures by signing and returning the copy of this letter.

Yours very truly,

*T. R. Duncan*  
T. R. Duncan,  
Assistant Trust Officer.

CFF:HS  
Enclosures.

HEAD OFFICE  
SAN FRANCISCO, CALIF.

CABLE ADDRESS  
NATIONAL

Bank of America  
NATIONAL ASSOCIATION  
San Francisco, California  
Main Office, Los Angeles

Trust BA-421;  
Colonel Ed Fletcher.

-2-

June 11, 1934.

Pomona, as Trustee for Margaret McClure, Dr. Hansen and his wife.

Please acknowledge receipt of the enclosures by signing and returning the copy of this letter.

Yours very truly,

*T. R. Duncan*  
T. R. Duncan,  
Assistant Trust Officer.

CFF:HS  
Enclosures.

DATE \_\_\_\_\_  
Received above mentioned enclosure.



Miss May:

Check these up and see what it all means  
and make a report to me.

EF

These are trust deeds  
you ok'd, and you have  
to pay title Co. expense/  
You still owe on other deal

BRANCH OFFICE  
SAN FRANCISCO, CALIF.

CABLE ADDRESS  
"AMERICAN"

Bank of America  
NATIONAL TRUST AND SAVINGS ASSOCIATION  
Trust Department  
Main Office Los Angeles

C. F. Felt,  
Trust BA-413.

July 17, 1934.

Southern Title & Trust Company,  
940 Third Avenue,  
San Diego, California.

Re: Your order No. 101514-EAS.

Gentlemen:

This refers to your letter of October 28, 1933 containing report of  
the condition of title to certain property particularly described by notes and  
bonds, being a portion of what is sometimes called the "Joway property".

We now enclose the following:

1. Grant Deed, dated March 5, 1934, from Bank of  
America National Trust and Savings Association to Eugene Killion  
and Emma L. Killion, his wife, as joint tenants, conveying  
the property by the description set forth in your letter of  
October 28, 1933, above referred to.

2. Deed of Trust, dated March 5, 1934, executed by  
the above named grantees, and given to secure their note in  
our favor in the amount of \$1200.00.

You may record these documents, affixing and cancelling \$1.50 of internal  
revenue stamps on the grant deed before so doing, when you will write your  
joint protection policy of title insurance, showing title to the premises vested  
in EUGENE KILLION and EMMA L. KILLION, his wife, as joint tenants, subject to

- a. All unpaid general and special taxes of record;  
b. Items 3, 4, 5, 6, 7 and 8 of your letter report  
of October 28, 1933 in connection with the above numbered order;  
c. Conditions, restrictions, reservations, easements,  
rights and rights of way of record and as imposed by the enclosed  
grant deed; and

RECEIPT IS HEREBY ACKNOWLEDGED OF THE  
DOCUMENTS OR SECURITIES MENTIONED ABOVE

d. The lien of the enclosed deed of trust.

The liability you are to assume in the policy of title insurance is  
\$1500.00, and it is to be distinctly understood that you are to look to Colonel  
Ed Fletcher, 1020 Ninth Avenue, San Diego, for payment of all expenses incurred  
in this order, of whatever nature, including title expense, recording expenses,  
internal revenue stamps, etc.



Bank of America  
NATIONAL TRUST AND SAVINGS ASSOCIATION  
Main Office Los Angeles

Southern Title & Trust Company,

July 17, 1934

Please acknowledge receipt of the enclosed by signing and returning the copy of this letter.

Yours very truly,

Assistant Trust Officer.

Enclosures.

Copy to  
Colonel Ed Fletcher,  
1025 Ninth Avenue,  
San Diego, California.

HEAD OFFICE  
SAN FRANCISCO, CALIF.

Bank of America  
NATIONAL TRUST AND SAVINGS ASSOCIATION  
Main Office Los Angeles

C. F. Felt,  
Trust No. 421.

July 17, 1934.

Southern Title & Trust Company,  
510 Third Avenue,  
San Diego, California.

*to Title Co.*

In re: Your order No. 101515-SAS.

Gentlemen,

This refers to your letter of October 28, 1933 containing report of the condition of title to certain San Diego County property described by notes and bounds, being a portion of what is sometimes called the "Pony property".

We now enclose the following:

1. Grant Deed, dated March 5, 1934, from Bank of America National Trust and Savings Association to F. R. Kinsley and M. Ma Kinsley, his wife, as joint tenants, conveying the property by the legal description set forth in your letter of October 28, 1933, above referred to.

2. Deed of Trust, dated March 5, 1934, executed by the above named grantors, and given to secure their note in our favor in the amount of \$1200.00.

You may record these documents, affixing and cancelling internal revenue stamps in the amount of \$1.50 on the grant deed before so doing, when you will write your joint protection policy of title insurance, showing title vested in F. R. KINSLEY and M. MA KINSLEY, his wife, as joint tenants, subject to:

a. All unpaid general and special taxes of record;

b. Items 3, 4 and 5 of your letter report of October 28, 1933 in connection with the above numbered order;

c. Conditions, restrictions, reservations, easements, rights and rights of way of record and as imposed by the enclosed grant deed; and

d. The lien of the enclosed deed of trust.

The liability you are to assume in the policy of title insurance is \$1500.00, and it is to be distinctly understood that you are to look to Colonel Ed Fletcher, 1025 Ninth Avenue, San Diego, California, for payment of all expenses incurred in this order, of whatsoever nature, including title expense, recording expenses, internal revenue stamps, etc.



Bank of America  
NATIONAL ASSOCIATION  
Main Office Los Angeles

Southern Title & Trust Company

July 17, 1934.

Please acknowledge receipt of the enclosures by signing and returning  
the copy of this letter.

Yours very truly,

J. E. Fletcher  
Assistant Trust Officer

OFFICE  
Enclosures.

Copy to  
Colonel E. Fletcher, ✓  
1020 Ninth Avenue,  
San Diego, California.

DUPLICATE

FLETCHER HILLS  
SOLANA BEACH  
CUYAMACA

PINE HILLS  
GROSSMONT  
AVOCADO ACRES

Ed Fletcher Co.  
1020 NINTH AVENUE  
SAN DIEGO, CALIFORNIA

July 26, 1934.

Bank of America  
Main Office  
Los Angeles, California.

C. F. Felt  
Trust BA-421

Gentlemen:

Answering your letters of July 17th, re Orders  
101313 and 101314 - EAS of the Southern Title & Trust Company, wish  
to advise that Ed Fletcher will stand good for only 2/5ths of the  
title company charges. The First National Bank of Pomona should  
stand their 3/5ths of the expense. I will pay my 2/5ths of the  
expense as soon as the policies are ready.

I wish also to call your attention to the  
fact that you say I am to pay "all" of the expenses incurred in  
the escrow. You surely don't mean such expenses of recording  
and such other fees that are payable by the grantee in the deed.

Please may I hear from you further in the  
matter and as soon as I get your confirmation of the above will  
send my check to the title company for my 2/5ths of the charges.

Yours very truly,

KLM

cc- Southern Title & Trust Co

Ed Fletcher Co. dgt



BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

UNITED

AMERICA

Ten and no/100 - - - - -

ED FLETCHER CO., A CORPORATION,

Southwest Quarter of Southeast Quarter, Section 15, Township 14 South, Range 2 West;  
Northeast Quarter of Southeast Quarter, Northwest Quarter of Southeast Quarter,  
Southwest Quarter of Southeast Quarter, Southeast Quarter of Southeast Quarter,  
Northeast Quarter of Southwest Quarter, Northwest Quarter of Southeast Quarter,  
Southwest Quarter of Southwest Quarter and Southeast Quarter of Southwest  
Quarter, all in Section 25, Township 14 South, Range 2 West, S.B.M., ALSO  
Northwest Quarter of Northeast Quarter, Southwest Quarter of Northeast Quarter  
and Northwest Quarter of Southeast Quarter of Section 24, Township 14 South,  
Range 2 West, S. B. M., San Diego County, California.

EXCEPTING those portions of the foregoing described property heretofore  
conveyed by the Grantor herein, as shown by the records in the office of the  
County Recorder of San Diego County.

its successors xxx

Thirty-four

BANK OF AMERICA NATIONAL TRUST AND  
SAVINGS ASSOCIATION

The Southwest Quarter of the Southeast Quarter of Section Thirteen (13),  
Township 14 South, Range 2 West, S. B. M.

All of the Southeast Quarter, the Northeast of the Southwest Quarter, and  
the Southwest Quarter of the Southwest Quarter of said Section 25, Township  
14 South, Range 2 West, S.B.M.

ALSO the Northwest Quarter of the Southwest Quarter and the Southwest  
Quarter of the Southwest Quarter of said Section 25, Township 14 South, Range  
2 West, EXCEPTING from said Northwest Quarter of the Southwest Quarter and from  
said Southwest Quarter of the Southwest Quarter, the two following described  
portions thereof:

Commencing at a point on the Easterly line of the Right of Way of Mission  
Road, which said point of commencement bears South  $5^{\circ} 35' 01''$  East, 152.45 feet  
from the point of tangency at Station 559 plus 27.04 on the center line of said  
Mission Road, as shown on map of Mission Road 1-A, Sheet 15, San Diego County  
Highway Commission, Records of the County Surveyor of San Diego County, running  
thence South  $82^{\circ} 54' 47''$  East, 325.01 feet; thence South  $15^{\circ} 25' 05''$  East, 510.45  
feet; thence North  $82^{\circ} 54' 47''$  West, 509.68 feet to a point on said Easterly  
line of said Mission Road; thence Northerly along said Easterly line of said Mission  
Road, 516.59 feet, more or less, along the arc of a circular curve to the right, of  
radius equals 750 feet and delta equals  $24^{\circ} 59' 21.55''$ , of which the chord bears  
North  $17^{\circ} 53' 49''$  West, 515.67 feet to the point of commencement, said above de-  
scribed exception being that certain parcel of land conveyed by Ed Fletcher and  
wife to A. Z. Dean, by deed dated February 2, 1928 and recorded in Book 1117,  
page 551 of Deeds, records of said San Diego County.

ALSO commencing at a point on the Westerly line of said Section 25, which  
said point of commencement bears North  $0^{\circ} 27' 30''$  West, 1426.68 feet from the  
Southwest corner of said Section 25; running thence South  $89^{\circ} 50' 15''$  East, 255.67  
feet; thence Southeasterly 495.57 feet along a line parallel with and 30.0 feet  
distant Southeasterly from the center line of pavement of Mission Road, as shown  
on map of Mission Road 1-A, Sheet 15, San Diego County Highway Commission, Records  
of the County Surveyor of San Diego County, along the arc of a circular curve to  
the left, of radius equals 750.0 feet and angular measurement Delta equals  $56^{\circ}$   
 $14' 27''$ , of which the chord bears South  $24^{\circ} 21' 46.5''$  East, 485.18 feet; thence  
continuing along said parallel line South  $42^{\circ} 29'$  East, 350.55 feet; thence  
Southeasterly 115.63 feet along the arc of a circular curve to the left, of radius  
equals 550.0 feet and angular measurement Delta equals  $12^{\circ} 50''$ , of which the chord  
bears South  $45^{\circ} 44'$  East, 115.40 feet; thence South  $54^{\circ} 59'$  East, 184.05 feet;  
thence Southeasterly 109.92 feet along the arc of a circular curve to the right  
of radius equals 470.0 feet and angular measurement Delta equals  $15^{\circ} 24'$ , of which  
the chord bears South  $48^{\circ} 17'$  East, 109.67 feet; thence South  $41^{\circ} 35'$  East, 192.58  
feet; thence leaving said parallel line, South  $69^{\circ} 42'$  West, 1110.97 feet to a  
point on said Westerly line of said Section 25; thence North  $0^{\circ} 27' 30''$  West,  
1105.66 feet along said Westerly line of said Section 25, to the point of com-  
mencement, said above described exception being that certain parcel of land con-  
veyed by Ed Fletcher and wife to A. Z. Dean, by deed dated February 2, 1928  
and recorded in Book 1173, page 415 of Deeds, records of San Diego County.

EXCEPTING ALSO from the said Northwest Quarter of the Southwest Quarter of  
said Section 25, Township 14 South, Range 2 West, S. B. M., that certain portion  
thereof conveyed by Ed Fletcher and wife to A. Z. Dean, by deed dated November 30,  
1925 and recorded in Book 1149, page 227 of Deeds, records of said San Diego  
County, described as follows.

Commencing at a point on the Easterly line of the Right of Way of Mission  
Road 1-A, according to Map of said Mission Road 1-A, Sheet 15, San Diego County  
Highway Commission, filed in the office of the County Surveyor of said San Diego  
County, which said point of commencement bears North  $21^{\circ} 19' 46''$  East, 99.64  
feet from the point of tangency on the center line of said Road at Station 559  
plus 27.04 thereof; thence running North  $9^{\circ} 45'$  East, 56.49 feet along said  
Easterly line of said Road; thence Northerly along a line parallel with and  
distant 20 feet at right angles from the center line of the pavement, as shown  
on said Sheet 15 of Mission Road 1-A, being along the arc of a curve to the left,  
the chord of which bears North  $0^{\circ} 30'$  East and having a radius of 720 feet, a  
distance of 245.55 feet; thence South  $82^{\circ} 54' 47''$  East, 700.96 feet; thence South  
 $0^{\circ} 32' 16''$  East, 500 feet; thence North  $82^{\circ} 54' 47''$  West, 715.45 feet, more or  
less, to the point of beginning.

EXCEPTING ALSO from the said Northwest Quarter of the Southwest Quarter of  
said Section 25, that certain portion thereof conveyed by Ed Fletcher and wife



to A. L. Dean, by deed dated November 20, 1925 and recorded in Book 1149, page 229 of Deeds, records of said San Diego County, described as follows:

Commencing at a point on the Easterly line of Mission Road 1-A, according to the Map of said Mission Road 1-A, Sheet 15, San Diego County Highway Commission, on file in the office of the County Surveyor of said San Diego County, which said point of commencement is a point of tangency on said Easterly line of said Road and bears South  $50^{\circ} 15'$  East, 20 feet from a similar point of tangency on the center line of said Road, at Station 558 plus 87.04 thereof; running thence North  $0^{\circ} 45'$  East, 87.81 feet along said Easterly line of said Road; thence South  $82^{\circ} 54' 47''$  East, 715.48 feet; thence South  $15^{\circ} 25' 05''$  East, 510.48 feet; thence North  $82^{\circ} 54' 47''$  East, 825.01 feet to a point distant 20 feet at right angles Easterly from the center line of the pavement as shown on said Sheet 15 of Mission Road 1-A; thence Northerly along a line parallel with and distant 20 feet at right angles Easterly from said center line of said pavement being along the arc of a curve to the right, the chord of which bears North  $2^{\circ} 17' 58''$  East and having a radius of 780 feet, a distance of 189.64 feet, more or less, to the point of beginning.

EXCEPTING ALSO from the said Northwest Quarter of the Southwest Quarter of said Section 25, the following described portions thereof:

Commencing at a point on the West line of said Section 25, which bears North  $0^{\circ} 27' 30''$  West, 2181.11 feet from the Southwest corner of said Section; thence continuing North  $0^{\circ} 27' 30''$  West along said West line of said Section, 551.75 feet; thence South  $89^{\circ} 22' 30''$  East, 245.05 feet to a point on the center line of the pavement of Mission Road 1-A, according to the Map of said Mission Road 1-A, Sheet 14, San Diego County Highway Commission, on file in the office of the County Surveyor of said San Diego County; thence South  $5^{\circ} 18'$  West, 7.82 feet along the said center line of said pavement; thence continuing Southerly along said center line, being along the arc of a curve to the left, having a radius of 1000 feet and a chord which bears South  $5^{\circ} 18'$  West, a distance of 522.60 feet to the end of said curve; thence continuing along said center line South  $15^{\circ} 11'$  East, 24.52 feet; thence North  $89^{\circ} 22' 30''$  West, 270.11 feet to the point of commencement.

Commencing at a point on the West line of said Section 25, which bears North  $0^{\circ} 27' 30''$  West, 1425.38 feet from the Southwest corner of said Section; thence continuing North  $0^{\circ} 27' 30''$  West, along said West line of said Section 754.25 feet; thence South  $89^{\circ} 22' 30''$  East, 270.15 feet to a point on the center line of the pavement of Mission Road 1-A, according to the Map of said Mission Road 1-A, Sheets 14 and 15, San Diego County Highway Commission, on file in the office of said County Surveyor of said San Diego County; thence South  $15^{\circ} 11'$  East along the center line of said pavement, 115.02 feet; thence continuing Southerly along said center line, being along the arc of a curve to the right, having a radius of 780 feet and a chord which bears South  $1^{\circ} 45'$  East, a distance of 230.18 feet to the end of said curve; thence continuing along said center line South  $0^{\circ} 45'$  West, 154.10 feet; thence continuing Southerly along said center line being along the arc of a curve to the left, having a radius of 780 feet and a chord which bears South  $1^{\circ} 45'$  East, a distance of 212.49 feet; thence leaving said center line of said pavement North  $89^{\circ} 50' 15''$  West, 268.05 feet to the point of commencement.

EXCEPTING ALSO from the said Southwest Quarter of the Southwest Quarter of said Section 25, Township 14 South, Range 2 West, S. B. M., that certain portion thereof conveyed by Ed Fletcher and wife to A. L. Dean, by deed dated August 15, 1925 and recorded in Book 1149, page 251 of Deeds, records of said San Diego County, described as follows:

Commencing at a point on the Easterly line of Mission Road which said point of commencement is a point of curvature on said Easterly line of said Mission Road and bears North  $47^{\circ} 51'$  East, 20.0 feet from a similar point of curvature on the center line of said Mission Road at Station 558 plus 01.55 thereof, as shown on Map of Mission Road 1-A, Sheet 15, San Diego County Highway Commission, Records of County Surveyor of San Diego County; thence along said Easterly line of said Mission Road South  $42^{\circ} 29'$  East, 360.35 feet; thence Southeasterly 104.72 feet along the arc of a circular curve of radius equals 460 feet and Delta equals  $12^{\circ} 50'$  of which the chord bears South  $45^{\circ} 44'$  East, 104.51 feet; thence South  $54^{\circ} 59'$  East, 16.0 feet; thence leaving said Easterly line of said Mission Road and running North  $47^{\circ} 15' 18''$  East, 115.77 feet;

thence South  $42^{\circ} 01'$  East, 80.0 feet; thence North  $55^{\circ} 05' 54''$  East, 108.47 feet; thence North  $28^{\circ} 42'$  West, 250.30 feet; thence Northwesterly 155.57 feet along the arc of a circular curve, of radius equals 175 feet and Delta equals  $45^{\circ} 45' 27''$ , of which the chord bears North  $60^{\circ} 41' 55.5''$  West, 130.44 feet; thence North  $62^{\circ} 54' 47''$  West, 241.89 feet; thence Southwesterly 87.72 feet, more or less, along the arc of a circular curve of radius equals 35.92 feet and Delta equals  $158^{\circ} 54' 13''$ , of which the chord bears South  $27^{\circ} 23' 05.6''$  West, 57.49 feet to the point of commencement.

The Northwest Quarter of the Northeast Quarter; the Southwest Quarter of the Northeast Quarter; and Northwest Quarter of the Southeast Quarter of Section Twenty-four (24), Township Fourteen South, Range 2 West, S. B. M., in the County of San Diego, State of California.

EXCEPTING those portions of the foregoing described property heretofore conveyed by the Grantor herein, as shown by the records in the office of the County Recorder of San Diego County.



# Bank of America

NATIONAL TRUST AND SAVINGS ASSOCIATION

LOS ANGELES MAIN OFFICE

PLEASE ADDRESS YOUR REPLY TO

TRUST DEPARTMENT

ATTENTION OF Trust No. BA-421

LOS ANGELES, CALIFORNIA

August 9, 1934.

Ed Fletcher Company,  
1020 Ninth Avenue,  
San Diego, California.

Dear Sir:

Your attention is directed to the fact that the problem of making a capital stock tax return under the law of 1934, so far as the same affects trusts, must be decided immediately.

Section 701 of the Revenue Act of 1934 imposes upon every Corporation and Association carrying on or doing business, an Excise Tax of \$1.00 for each \$1000.00 of the adjusted declared value of its capital stock. Certain operating Trusts are considered Associations within the meaning of the Act, and for your assistance and guidance in determining the classification of this trust, we quote the following from Treasury Decision No. 3598:

"Operating trusts are those in which the trustees are not restricted to the mere collection of funds and paying them over to the beneficiaries but are associated together in much the same manner as directors in a corporation for the purpose of, AND ARE ACTUALLY ENGAGED IN, carrying on some business enterprise. These trusts, whether of the Massachusetts type or otherwise, are to be deemed associations within the meaning of the Act, independently of any control exercised by the beneficiaries, and subject to the tax."

If this trust is determined to be an Association, within the meaning of the above Act, it will be necessary to declare a capital value, and while it is quite clear that the law concedes that every Corporation or Association is free to declare any initial amount of "declared value" of its capital stock upon which it wishes to be taxed, it should be borne in mind that the adjusted declared value must be the value declared on the first return under this section; consequently, in the preparation of the first return, the problem is to

Ed Fletcher Company.

Page 2

August 9, 1934.

arrive at a capital structure which will be most advantageous to the taxpayer. The disadvantage upon too low a declared value is the complementary excess profits tax, which is based upon the same valuation and is equivalent to 5% of such portion of the net income for such income tax taxable year as is in excess of 12 1/2% of the adjusted declared value of the capital stock. Therefore, if a Corporation or Association unmindful of excess profits tax, declared a capital stock value of \$100,000.00, it would pay a capital stock tax of ..... \$100.00 but its net income and/or profits to be free from excess profits tax could not be more than 12 1/2% of \$100,000.00 or \$12,500.00.

If its net income and/or profits were \$100,000.00 its excess profits would be \$87,500.00 all taxable at 5% or ..... 4375.00 and the combined capital stock tax and excess profits tax would be ..... 4475.00

If the Corporation or Association had estimated its net income and/or profits at \$100,000.00, and declared the value at \$300,000.00, or 3 times the net income, which is a fair estimate of the maximum annual earnings anticipated within the next five years, the capital stock tax would have been ..... 800.00 and allowing a profit of \$100,000.00 without excess profits tax it would have saved ..... \$ 3675.00

This example will serve to show the importance of a proper capital value and we suggest that a tax expert be consulted in regard to both the classification and capital structure.

It is necessary that we be notified of your wishes not later than August 20, as the returns must be filed on or before August 31. If you fail to notify us we may be compelled to file a return declaring no value and withhold 5% of the net income and/or profits to pay any possible tax which may be imposed by reason of the fact that the government construes this trust to be an Association.

Yours very truly,

T. R. Duncan,  
Assistant Trust Officer.

TRD:HR

Did you  
write?  
They will  
take  
arbitrary  
action  
E.

Don't  
lose this amount  
to anything  
E.

Don't  
lose this amount  
to anything  
E.



August 10, 1934.

Bank of America,  
Main Office  
Los Angeles, Calif

Trust BA-421 Mr. Felt

Gentlemen:

This is to inform you that we have the legal descriptions of property to be conveyed and are today asking the title company to give us a complete record of the exceptions with their o. k. on the descriptions.

We have paid the money to the title company for the Killion and Kemaley transaction and the certificates of title have been forwarded to you by the title company.

Yours very truly,

EF:KLM

August 16, 1934.

Mr. T.R. Duncan, Asst Trust Officer,  
Bank of America,  
Los Angeles, California.

Dear Sir:

Trust BA-421

Answering your letter of August 9th, this trust is being closed immediately. Can you not, therefore claim exemption because we are "not doing business". No actual business has been transacted in this trust for several years as it has been in the process of being closed for that length of time. There is no value.

Yours very truly,

ED FLETCHER CO.

By

KLM



August 16, 1934.

Bank of America,  
Main Office,  
Los Angeles, California.

Trust Bc-421 C. F. Felt

Gentlemen:

Dr. Hanson left with me the last time having down  
the list of the properties the way they are to be deeded, according  
to the arbitrary map of ranches. I took the matter up with the  
Southern Title and Trust Company, and enclosed find letter from  
Mr. Sears, Title Officer, together with the two deeds which  
we have prepared according to his letter.

If this is satisfactory kindly execute the deeds and  
let's get this trust closed without further delay.

Yours very truly,

KLM

The Southwest Quarter of the Southeast Quarter of Section Fourteen, Township 14 South, Range 2 West, S. B. M., and the Northeast Quarter of the Northwest Quarter of Section 25, Township 14 South, Range 2 West, S. B. M., EXCEPTING from said portions of said sections 14 and 25 that certain portion thereof conveyed by Ed Fletcher and wife to A. Z. Dean, by deed dated February 2, 1926, and recorded in Book 1175, page 411 of Deeds, records of San Diego County, described as follows:

Commencing at a point in said Northwest Quarter of the Northeast Quarter of said Section 25, which bears South  $71^{\circ} 08' 45''$  East, 1772.45 feet from the point of intersection of the Northerly line of said Section 25 with the center line of Mission Road 1-A at Station 578 plus 70.9 thereon, as shown on Sheet 25 of Map of said Mission Road 1-A, San Diego County Highway Commission, Records of the County Surveyor of said San Diego County, said point of intersection bearing North  $85^{\circ} 57'$  West 3855.5 feet from the Northeast corner of said Section 25; thence running North  $85^{\circ} 20'$  East, 700 feet; thence North  $6^{\circ} 40'$  West, 620.25 feet; thence South  $54^{\circ} 45'$  West, 80.61 feet; thence North  $67^{\circ} 05'$  West, 100 feet; thence North  $70^{\circ} 20'$  West, 42.22 feet; thence North  $85^{\circ} 18'$  West, 148.79 feet; thence South  $85^{\circ} 20'$  West, 657.24 feet; thence South  $8^{\circ} 40'$  East, 842.93 feet to the point of commencement.

EXCEPTING also from the said Southwest Quarter of the Southeast Quarter of said Section 14, that certain portion thereof conveyed by Ed Fletcher and wife to A. Z. Dean, by deed dated February 2, 1926 and recorded in Book 1175, page 411 of Deeds, records of San Diego County, described as follows:

Commencing at a point which is 80 feet distant Southerly measured at right angles, from the center line of the 40 foot County Road to Poway, said point of commencement bearing North  $76^{\circ} 47' 57''$  East, a distance of 1586.58 feet from the point of intersection of the Southerly line of said Section 14 with the center line of Mission Road 1-A at Station 578 plus 70.9 thereof, as shown on Sheet 15 of Map of said Mission Road 1-A, San Diego County Highway Commission, Records of the County Surveyor of San Diego County, and said point of intersection bearing North  $85^{\circ} 57'$  West, 3855.5 feet from the Southeast corner of said Section 14; thence running North  $85^{\circ} 20'$  East, along a line parallel with and 80 feet distant at right angles Southerly from the center line of said County Road to Poway, 1027.92 feet to the beginning of a curve to the right, with a radius of 58.70 feet, the center of said curve bearing South  $6^{\circ} 40'$  East; thence Southeasterly along said curve, 65.75 feet; thence on a tangent South  $0^{\circ} 59'$  West, 44.19 feet; thence South  $70^{\circ} 47' 55''$  West, 384.95 feet; thence South  $45^{\circ} 45' 17''$  West, 89.22 feet; thence South  $85^{\circ} 20'$  West, 658.12 feet; thence North  $0^{\circ} 45'$  East, 217.6 feet to the point of commencement.

The Southeast Quarter of the Southwest Quarter of Section 14, Township 14 South, Range 2 West, S. B. M., and the Northeast Quarter of the Northwest Quarter of Section 25, Township 14 South, Range 2 West, S. B. M., EXCEPTING FROM said Sections 14 and 25, that certain portion thereof conveyed by Ed Fletcher and wife to A. Z. Dean, by deed dated November 16, 1925 and recorded in Book 1159, page 164 of Deeds, Records of said San Diego County, described as follows:

Commencing at a point 40.0 feet East of the center line of Mission Road, which said point of commencement bears South  $71^{\circ} 28' 44''$  East, 42.25 feet from the intersection of the Southerly line of said Section 14, at a point thereon North  $85^{\circ} 57'$  West, 3855.5 feet from the Southeast corner of said Section 14, with said center line of said Mission Road at Station 578 plus 70.9 thereof, as shown on Map of Mission Road 1-A Sheet 15, San Diego County Highway Commission, Records of County Surveyor of San Diego County, and running thence North  $0^{\circ} 45'$  East, 100.0 feet parallel with and 40.0 feet distant to the East from said center line of said Mission Road; thence South  $89^{\circ} 17'$  East, 150.0 feet; thence South  $0^{\circ} 45'$  West, 100.0 feet; thence North  $89^{\circ} 17'$  West, 150.0 feet to the point of commencement.

EXCEPTING also from the said Southeast Quarter of the Southwest Quarter of said Section 14, that certain portion thereof conveyed by Ed Fletcher and wife to A. Z. Dean, by deed dated November 16, 1925 and recorded in Book 1159, page 165 of Deeds, Records of said San Diego County, described as follows:

Commencing at a point 40.0 feet East of the center line of Mission Road, which said point of commencement bears North  $7^{\circ} 29' 00''$  East, 549.41 feet from the intersection of the Southerly line of said Mission Road at a point thereon North  $85^{\circ} 57'$  West, 3855.5 feet from the Southeast corner of said Section 14 with said center line of said Mission Road at Station 578 plus 70.9 thereof, as shown on Map of Mission Road 1-A, Sheet 15, San Diego County Highway Commission, Records of County Surveyor of San Diego County, and running thence North  $0^{\circ} 45'$  East, 200.0 feet parallel with and 40.0 feet distant East from said center line of said Mission Road; thence South  $89^{\circ} 17'$  East, 150.0 feet; thence South  $0^{\circ} 45'$  West, 200.0 feet;



thence North 89° 17' West 150.0 feet to the point of commencement.

EXCEPTING also from the said Southeast Quarter of the Southwest Quarter of said Section 14, that certain portion thereof conveyed by Ed Fletcher and wife to A. E. Dean, by deed dated November 10, 1925 and recorded in Book 1168, page 188 of Deeds, described as follows:

Commencing at a point 40.88 feet East of the center line of Mission Road which said point of commencement bears North 5° 15' 24" East, 322.82 feet from the intersection of the Southerly line of said Section 14, at a point North 88° 57' West, 5955.5 feet from the Southeast corner of said Section 14, with said center line of said Mission Road at Station 578 plus 70.9 thereof, as shown on map of Mission Road 1-A, Sheet 15, San Diego County Highway Commission, Records of the County Surveyor of San Diego County; and running thence North 0° 45' East, 78.0 feet; thence South 89° 17' East, 150.0 feet; thence South 0° 45' East, 100.0 feet; thence North 89° 17' West, 125.0 feet; thence Northwesterly 59.27 feet along the arc of a circular curve to the right, of radius equals 25.0 feet and Delta equals 90° 00', of which the chord bears North 44° 17' West, 55.56 feet to the point of commencement.

EXCEPTING also from the above mentioned Northeast Quarter of the Northwest Quarter of Section 25, that portion thereof conveyed by Ed Fletcher and wife to A. E. Dean, by deed dated November 30, 1925 and recorded in Book 1149, page 226 of Deeds, described as follows:

Commencing at a point on the Easterly line of Mission Road 1-A, according to Map of said Mission Road 1-A, Sheet 15, San Diego County Highway Commission, on file in County Surveyor's office, which said point of commencement bears South 8° 14' 32" East, 239.04 feet from the intersection of the Northerly line of said Section 25, at a point North 88° 57' West, 5955.5 feet from the Northeast corner of the said Section with the center line of said Road at Station 578 plus 70.9 thereon; running thence East 49° 07' East, 195.25 feet; thence South 89° 17' East, 180.0 feet; thence North 70° 35' 27" East, 237.58 feet; thence North 60° 15' 18" East, 94.01 feet; thence South 6° 40' East, 492.50 feet; thence South 85° 20' West, 635.85 feet; thence North 88° 04' West, 149.60 feet to an intersection with a line drawn parallel with and distant 20 feet at right angles Easterly from the center line of the pavement as shown on said Sheet 15 of Mission Road 1-A; thence Northerly along the said above described parallel line, being along the arc of a curve to the left, the chord of which bears North 6° 15' 40" East and having a radius of 720 feet, a distance of 189.61 feet; thence North 0° 45' East along a tangent to said curve, 200.18 feet, more or less, to the point of commencement.

The Southeast Quarter of the Northeast Quarter of Section 22, Township 14 South, Range 2 West, S. B. M.

The Northeast Quarter of the Northeast Quarter of Section 25, Township 14 South, Range 2 West, S. B. M., EXCEPTING therefrom that certain portion thereof conveyed by Ed Fletcher and wife to A. E. Dean, by deed dated February 2, 1926 and recorded in Book 1175, page 411 of Deeds, records of San Diego County, described as follows:

Commencing at a point which bears South 75° 28' 24" West, 1561.52 feet from the Northeast corner of said Section 25; thence running North 85° 20' East, 589.88 feet; thence North 0° 59' East, 552.65 feet to a point on the Northerly line of said Section 25; thence North 88° 57' West, along said Northerly line of said Section, 585.09 feet; thence South 0° 39' West, 411.86 feet to the point of commencement.

The Southwest Quarter of the Northeast Quarter, the Southwest Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter of said Section 25, Township 14 South, Range 2 West, S. B. M.

All of the Northwest Quarter of Section Twenty-four (24), Township 14 South Range 2 West, S. B. M., in the County of San Diego, State of California.

EXCEPTING those portions of the foregoing described property heretofore conveyed by the Grantor herein, as shown by the records in the office of the County Recorder of San Diego County.

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

UNITED

AMERICA

San Di

Ten and no/100 - - - - -

FIRST NATIONAL BANK OF POMONA

Southwest Quarter of Southeast Quarter and Southeast Quarter of Southwest Quarter, Section 22  
Section 14; Southeast Quarter of Northeast Quarter; Northeast Quarter of Northeast Quarter, Northwest Quarter of Northeast Quarter, Southwest Quarter of Northeast Quarter, Northeast Quarter of Northwest Quarter, Southwest Quarter of Northwest Quarter, Southeast Quarter of Northwest Quarter, Section 23; Northeast Quarter of Northwest Quarter, Northwest Quarter of Northwest Quarter, Southwest Quarter of Northwest Quarter, Southeast Quarter of Northwest Quarter, Section 24;  
all in Township 14 South, Range 2 West, S. B. M. EXCEPTING those portions of the foregoing described property heretofore conveyed by the grantor herein, as shown by thereords in the office of the County Recorder of San Diego County.



13044

**Bank of America**  
NATIONAL SAVING ASSOCIATION

PLEASE ADDRESS YOUR REPLY TO

TRUST DEPARTMENT

ATTENTION OF

C. F. Felt,  
Trust BA-421.

LOS ANGELES MAIN OFFICE

LOS ANGELES, CALIFORNIA

September 5, 1934.

Colonel Ed Fletcher,  
1020 Ninth Avenue,  
San Diego, California.

Dear Sir:

We are returning unexecuted copies of quit claim deeds which you forwarded to us to be used in connection with the termination of Trust No. BA-421.

Inasmuch as title to certain of the property described in the enclosed documents has never been vested in the trustee, we would suggest that you instruct Southern Title and Trust Company to draw new quit claim deeds covering only such property as was conveyed to the trustee to be held under the terms of this trust, to be followed by the exception set forth in the enclosed quit claim deeds.

Yours very truly,

*T. R. Duncan*  
T. R. Duncan,  
Assistant Trust Officer.

CFF:HS  
Enclosures.

September 18, 1934.

Mr. T. R. Duncan, Ass't Trust Officer,  
Main Office, Bank of America  
Los Angeles, California.

C. F. Felt  
Trust BA-421

My dear Mr. Duncan:

Answering your letter of Sept. 5th we are returning herewith quitclaim deeds, with the legal description as per property deeded to you under the trust, excepting from same the property which you have deeded out.

I trust this is in proper form.

Yours very truly,

KLM



BANK OF AMERICA

Los Angeles Main Office

Los Angeles, California,

C. F. Felt  
Trust BA-421

January 8, 1935  
(received March 7th)

Ed Fletcher Co.,  
Fletcher Building,  
San Diego, California.

Gentlemen:

On January 8, 1935 we informed you that certain property designated as Arbitrary Lots 94 and 96, hereunder the terms of our Trust No. BA-421, is affected by an agreement for sale and purchase dated December 1, 1927, between Bank of Italy National Trust and Savings Association, as seller, and Marie A. Harrington, buyer. We informed you further that upon termination of the trust, it would be necessary that this property be conveyed to the First National Bank of Pomona, subject to this contract, and that the seller's interest in the contract be assigned to the First National Bank of Pomona.

You subsequently informed us that this procedure was satisfactory, providing you received a forty percent interest in the contract or the property covered thereby.

Inasmuch as the property involved is a portion of that which you have agreed be allocated to the First National Bank of Pomona, upon termination of the trust, the First National Bank of Pomona would necessarily hold the entire interest in this particular parcel.

May we hear from you, please?

Yours very truly,

R. A. WRIGHT  
Assistant Trust Officer

CFF:HS

*Original sent to Ed Fletcher 3/8/35*

CABLE ADDRESS - BAKERICAL

13044

**Bank of America**  
NATIONAL TRUST ASSOCIATION

PLEASE ADDRESS YOUR REPLY TO  
TRUST DEPARTMENT

LOS ANGELES MAIN OFFICE

ATTENTION OF C. F. Felt,  
Trust BA-421.

LOS ANGELES, CALIFORNIA

January 8, 1935.

Colonel Ed Fletcher, ✓  
Fletcher Building,  
San Diego, California.

First National Bank of Pomona,  
Attention: Mr. Steadman, Trust Department,  
Pomona, California.

Gentlemen:

This is to inform you that, except for the following, we are now in position to complete the termination of our Trust No. BA-421.

You will recall that you have requested that the property be conveyed by quit claim deed, setting forth all of the property which was originally conveyed to our predecessor in interest, as trustee, and excepting therefrom those portions of the property heretofore deeded by the grantor, as shown by the records in the office of the County Recorder of San Diego County. Our Legal Department has expressed the opinion that this method of conveyancing should be used only in the event it is absolutely necessary, and that the description of the property conveyed be specific, if it is reasonably possible to make it so. However, if it is still your desire that we use this method of conveyancing, we will do so upon specific directions from you.

Included in the property allotted to the First National Bank of Pomona is a parcel designated as Arbitrary Lots 94 and 96, legally described as follows:

"All that portion of the Southeast Quarter of the Southwest Quarter of Section 14 and of the Northeast Quarter of the Northwest Quarter of Section 23, Township 14 South, Range 2 West, S. E. M., in the County of San Diego, State of California, described as follows: Commencing at a point which is 30 feet distant southerly, measured at right angles from the center line of the 40 foot County Road to Poway, said point of commencement bearing North 57° 05' 30" East, 408.32 feet from the point of intersection of the Southerly line of said Section 14 with the center line of Mission Road 1-A, at Station 378 plus 70.9 thereof, as shown on Sheet 15 of the Map of said Mission Road 1-A, San Diego County Highway Commission, on file in the office of the Surveyor of said County, and said point of intersection bearing North 88° 57' West, 3955.5 feet from the Southeast corner of said Section 14; thence South 0° 43' West, 466.87 feet; thence North 89° 17' West, 130 feet; thence North 0° 43' East,



Colonel Ed Fletcher;  
First National Bank of Pomona

-2-

January 8, 1935.

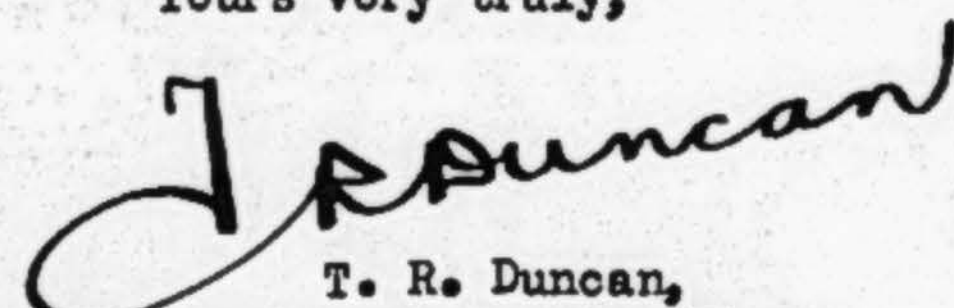
228 feet; thence South 89° 17' East, 65 feet; thence North 0° 43' East, 230.45 feet to a point which is 30 feet distant Southerly, measured at right angles, from the center line of said 40 foot County Road to Poway; thence North 83° 20' East, along a line parallel with and 30 feet distant at right angles Southerly from said center line of said road, 65.54 feet to the point of beginning, containing 1.014 acres."

This particular property is affected by an Agreement for Sale and Purchase, dated December 1, 1927, between Bank of Italy National Trust and Savings Association, as seller, and Marie A. Herrington, as buyer. The sales price shown in the contract is \$500.00, with an unpaid balance of \$490.00, the last payment thereon having been credited as of December 5, 1928. This contract matured April 11, 1932.

Inasmuch as disposition has not been made of this contract, it will be necessary that quit claim deed to First National Bank of Pomona be made subject to it, the seller's interest in the contract to be assigned to First National Bank of Pomona upon termination of the trust; or, that quiet title action be instituted against Marie A. Herrington. In the event of the latter procedure, the termination of the trust would be delayed until such time as this quiet title action has been completed.

In the event we are to issue our deed to "First National Bank of Pomona", the First National Bank of Pomona will please furnish us with proper instructions from Margaret McClure, authorizing such conveyance.

Yours very truly,

  
T. R. Duncan,  
Assistant Trust Officer.

CFF:HS

BANK OF AMERICA  
Main Office - Los Angeles  
January 8, 1935.

TRUST DEPARTMENT  
C. F. Felt  
Trust BA-421

Colonel Ed Fletcher  
Fletcher Bldg., San Diego

First National Bank of Pomona  
Attention Mr. Steadman, Trust Department,  
Pomona, California.

Gentlemen:

This is to inform you that, except for the following we are not in position to complete the termination of our Trust No. BA-421.

You will recall that you have requested that the property be conveyed by quit claim deed, setting forth all of the property which was originally conveyed to our predecessor in interest, as trustee, and excepting therefrom those portions of the property heretofore deeded by the grantor, as shown by the records in the office of the County Recorder of San Diego County. Our Legal Department has expressed the opinion that this method of conveyancing should be used only in the event it is absolutely necessary, and that the description of the property conveyed be specific, if it is reasonably possible to make it so. However, if it is still your desire that we use this method of conveyancing, we will do so upon specific directions from you.

Included in the property allotted to the First National Bank of Pomona is a parcel designated as Arbitrary Lots 94 and 96, legally described as follows:

"All that portion of the Southeast 1/4 of the S. W. 1/4 of Sec. 14 and of the N.E. 1/4 of the N. W. 1/4 of Section 25, Twp. 14 S., R. 2 W., S. B. M. in the County of San Diego, State of California, described as follows: Commencing at a point which is 30 feet distant southerly, measured at right angles from the center line of the 40 foot County Road to Poway, said point of commencement bearing N. 57° 05' 30" East, 408.32 feet from the point of intersection of the Southerly line of said Section 14 with the center line of Mission Road 1-A, at Station 378 plus 70.9 thereof, as shown on Sheet 15 of the Map of said Mission Road 1-A, San Diego County Highway Commission, on file in the office of the Surveyor of said County, and said point of intersection bearing North 88° 57' West, 3955.5 feet from the S. E. corner of said Section 14; thence So. 0° 43' West, 466.87 feet; thence North 89° 17' West, 130 feet; thence North 0° 43' East, 228 feet; thence South 89° 17' East, 65 feet; thence North 0° 43' East, 230.45 feet to a point which is 30 feet distant Southerly, measured at right angles, from the center line of said 40 foot County Road to Poway; thence North 83° 20' East, along a line parallel with and 30 feet distant at right angles Southerly from said center line of said road, 65.54 feet to the point of beginning, containing 1.014 acres".

This particular property is affected by an Agreement for Sale and Purchase, dated December 1, 1927, between Bank of Italy National Trust and Savings Ass'n, as Seller, and Marie A. Herrington, as buyer. The sales price shown in the contract is \$500.00, with an unpaid balance of \$490.00, the last payment thereon having been credited as of December 5, 1928. This contract matured April 11, 1932.

Inasmuch as disposition has not been made of this contract, it will be necessary that quit claim deed to First National Bank of Pomona be made subject to it, the Seller's interest in the contract to be assigned to First National Bank



of Pomona upon termination of the trust; or, that quiet title action be instituted against Marie A. Herrington. In the event of the latter procedure, the termination of the trust would be delayed until such time as this quiet title action has been completed.

In the event we are to issue our deed to "First National Bank of Pomona", the First National Bank of Pomona will please furnish us with proper instructions from Margaret McClure, authorizing such conveyance.

Yours very truly,

T. R. DUNCAN  
Assistant Trust Officer

CFF:HS

original to E. F.



January tenth, 1935.

Bank of America  
Los Angeles  
California

Attention: Mr. C. A. Felt  
Trust B A - 421

Dear Mr. Felt:

Answering yours of January 8th will say that your suggestion is satisfactory to the effect that this contract will be assigned to the First National Bank of Pomona subject to my 40% interest in the profit. That is, I assume, your suggestion and all I want is for the Bank of Pomona to write a letter that they are holding a 40% interest in the contract or the property for me.

I am willing to have either the contract assigned or a deed to the property given to the First National Bank of Pomona subject to their giving the company a letter showing my interest which will protect us.

You can reach me at Sacramento.

Sincerely yours,

ED FLETCHER

EF:AM

*Borran*

March 12, 1935.

Bank of America,  
San Diego, California.

Attention Mr. R. A. Wright,  
Assistant Trust Officer

Trust B A - 421  
C. F. Felt

Gentlemen:

Answering yours of January 8th will say this arrangement is satisfactory. Am sorry for the delay.

Sincerely yours,

EF/RC

c.c. Miss May



13044

# Bank of America

NATIONAL TRUST & SAVINGS ASSOCIATION

LOS ANGELES MAIN OFFICE

PLEASE ADDRESS YOUR REPLY TO  
TRUST DEPARTMENTATTENTION OF C. F. Felt,  
Trust BA-421.

LOS ANGELES, CALIFORNIA

May 1, 1935.

Ed Fletcher Co.,  
Fletcher Building,  
San Diego, California.

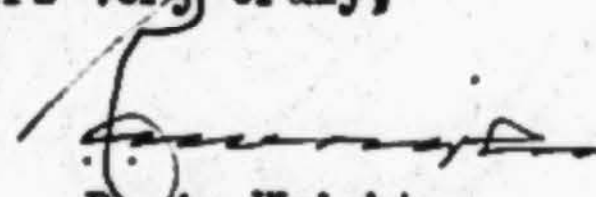
Gentlemen:

This refers to Declaration of Trust, dated March 30, 1926 in which Bank of America, a corporation, is designated trustee, and Ed Fletcher and Mary C. D. Fletcher are named payees, which trust was originally known as Trust 421 and is now known as Bank of America National Trust and Savings Association Trust No. BA-421.

Will you please send us the payees' copy of this declaration of trust, to be held in our files upon closing of this trust.

The deed to the Ed Fletcher Co., a corporation, will then be ready for delivery to you.

Yours very truly,

  
R. A. Wright,  
Assistant Trust Officer.

CFF:HS

Copy to:

Hon. Ed Fletcher, ✓  
Member of California Legislature,  
State Capitol,  
Sacramento, California.

E. F. Felt,  
Trust BA-421.

May 1, 1935.

Ed Fletcher Co.,  
Fletcher Building,  
San Diego, California.

Gentlemen:

This refers to Declaration of Trust, dated March 30, 1926 in which Bank of America, a corporation, is designated trustee, and Ed Fletcher and Mary C. D. Fletcher are named payees, which trust was originally known as Trust 421 and is now known as Bank of America National Trust and Savings Association Trust No. BA-421.

Will you please send us the payees' copy of this declaration of trust, to be held in our files upon closing of this trust.

The deed to the Ed Fletcher Co., a corporation, will then be ready for delivery to you.

Yours very truly,

  
R. A. Wright,  
Assistant Trust Officer.

CFF:HS

Copy to:

Hon. Ed Fletcher,  
Member of California Legislature,  
State Capitol,  
Sacramento, California.

Katherine:

What is this? Is there  
anything for me to do?

R.F.



*Bank of America*

May 6, 1935

Bank of America,  
Main Office,  
Los Angeles, California.

Attention of O. F. Felt  
Trust BA-421

Gentlemen:

Answering yours of May 1st, we find in our files  
a certified copy of Declaration of Trust No. 421, dated March 30,  
1926, but not one with original signatures on it. Is this what  
you refer to in your letter? If so let us know and it will be  
forwarded.

Yours very truly,

ED FLETCHER CO.

By

KLM

May 16, 1935.

Bank of America,  
Los Angeles Main Office,  
Los Angeles, California.

Trust BA-421

Gentlemen:

Answering your letter of May 14th, you neglected  
to enclose copy of letter of transmittal to the First National  
Bank of Pomona.

Very truly yours,  
ED FLETCHER CO.

By

KLM



**Ed Fletcher Papers**

**1870-1955**

**MSS.81**

**Box: 1 Folder: 30**

**General Correspondence - Bank  
of America - Los Angeles office**



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