

[see  
SPURLOCK]  
cm

February 20, 1930.

Abstract and Title Insurance Co.,  
416 North Main Street,  
Santa Ana, California.

Gentlemen:

Order No. 88081

Enclosed find Certificate  
No. 88081, together with Deed of Trust signed by  
Walter Spurlock, a single person, to The First  
National Bank of Santa Ana, as Trustee for Ed  
Fletcher. Please record if the title shows clear  
subject to the \$750 first Trust Deed in favor of  
J. N. Welker and subject to exception as shown in  
the enclosed certificate.

I understand we will only  
have to pay for a small continuation charge, and the  
cost of recording.. Kindly acknowledge receipt.

Yours very truly,

EF:KLM

OFFICERS AND DIRECTORS  
C. D. BALL, PRESIDENT  
D. C. PIXLEY, VICE PRESIDENT  
H. C. DAWES, VICE PRESIDENT  
D. N. KELLY, SECY.-MGR.  
H. J. FORDY, ATTORNEYS  
S. M. REINHARDT, ATTORNEYS  
D. F. CAMPBELL



TELEPHONE 55  
416 N. MAIN ST.

SANTA ANA, CALIFORNIA

February 24, 1930

Colonel Ed Fletcher  
1020 Ninth Street  
San Diego, California

Dear Colonel Fletcher:

This morning we are in receipt of your favor of the 20th  
in which you enclosed Policy of Title Insurance No. 88081 and  
Trust Deed executed by Walter Spurlock to the First National Bank  
of Santa Ana, Trustee for you as Beneficiary, to secure a note of  
\$2500.00.

We are returning herewith said Trust Deed in order that  
the question of status be set up. We find in the title you en-  
closed, Mr. Spurlock is noted as a widower. Therefore, the words  
"a widower" should be inserted after his name in the caption of  
the Trust Deed. It is preferable to have this done on the same  
typewriter that was used in preparing the form.

Referring to the last paragraph of your letter, beg to  
advise that the cost of issuing a title to cover this Trust Deed,  
as per our schedule, is Twenty-two Dollars (\$22.00), plus the  
recording charge as charged by the County Recorder. We have  
placed this order under our No. 88149, to which kindly refer when  
addressing us.

This matter can be handled in either one of the two  
following manners:

The title you sent can be retired and a new title issued,  
insuring you, but setting up the fact of the \$750.00 Trust Deed,  
which is of record in favor of J. N. Welker. The second plan would  
be to write a separate title for you and return the one you en-  
closed with your letter. The charge is the same in either event.  
If we were to issue a Policy, insuring both you and Mr. Welker  
jointly, we would be required to charge you \$24.00 for such a title.  
May we suggest a separate title, insuring you, and the return of the  
one you enclosed, might be more satisfactory to all concerned. How-  
ever, we will let you decide this.



Col. Ed Fletcher

-2-

2-24-30

Thanking you for the order, we are,

Very truly yours,

ABSTRACT AND TITLE INSURANCE COMPANY

By D. N. Kelly  
D. N. Kelly, Secretary

DNK:HP  
Encl.

February 28, 1930.

Abstract and Title Insurance Company,  
416 North Main Street,  
Santa Ana, California.

Order No. 88149

Gentlemen:

Answering your letter of  
February 24th, enclosed find Deed of Trust. We  
changed same, or rather inserted the words "a widower"  
by authority of Mr. Spurlock in said Deed of Trust,  
as requested by you.

Relative to issuing Policy  
to cover my Trust Deed in the sum of \$2500.00, I would  
prefer a separate Policy as suggested by you if it  
means that I will be able to retain same in my  
files. Mr. Welker having the first lien would be  
entitled to the Policy showing his note of \$750.00.

If this understanding is  
correct, this is your authority to return Policy  
No. 88081 and issue a separate policy covering my  
\$2500.00 Trust Deed. Mr. Spurlock is to pay for  
the new Policy.

Yours very truly,

EF:KLM



*Spurlock*

May 2, 1930.

Abstract and Title Insurance Company,  
416 North Main Street,  
Santa Ana, California.

Gentlemen:

We are returning herewith  
statement covering \$25.00 charges on Order 88149.  
This is a charge for Mr. Walter Spurlock to pay  
and Mr. Rockwell informed us in March that the  
account had been paid. Will you please take  
the matter up with Mr. Rockwell or Mr. Spurlock.

Yours very truly,

ED FLETCHER COMPANY

By

KLM

OFFICERS AND DIRECTORS  
C. D. BALE, PRESIDENT  
D. C. PIXLEY, VICE PRESIDENT  
H. C. DAWES, VICE PRESIDENT  
D. N. KELLY, SECY.-MGR.  
H. J. FORGY, ATTORNEYS  
S. M. REINHAUS, ATTORNEYS  
D. F. CAMPBELL



TELEPHONE 55  
416 N. MAIN ST.

May 6, 1930

Ed Fletcher Company  
1029 Ninth Street  
San Diego, California

Gentlemen:

Attention: Mr. K. L. May.

Referring to the enclosed statement and your  
favor of the 2nd, beg to advise that the bill has not been  
paid, as advised by Mr. Rockwell.

The order was placed by Mr. Fletcher on February  
20th. On February 24th we reported to you the charge. On  
February 28th Mr. Fletcher again addressed us and stated  
Mr. Spurlock was to pay for the new policy.

Inasmuch as the order was placed on the 20th and  
search began immediately, naturally we look to Mr. Fletcher  
for the bill. The title was issued as per request and for-  
warded to your office. The fact is we do not know the  
address of either Mr. Rockwell or Mr. Spurlock and have had  
no dealings with them relative to this transaction.

We would appreciate it very much if you would  
make settlement with us and in turn you naturally can make  
settlement with Mr. Spurlock or Mr. Rockwell if they  
should pay you the amount. As a rule when orders are sent  
in we make collection before forwarding the title but know-  
ing Mr. Fletcher's reputation, we did not hesitate. In  
fact, we were glad to extend credit and we trust we will  
not be disappointed.

Thanking you for your attention, we are,

Very truly yours,

ABSTRACT AND TITLE INSURANCE COMPANY

By

*D. N. Kelly*  
D. N. Kelly, Secretary

DNK:HP  
Encl.



OFFICERS AND DIRECTORS  
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D. C. PIXLEY, VICE PRESIDENT  
H. C. DAWES, VICE PRESIDENT  
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D. F. CAMPBELL



SANTA ANA, CALIFORNIA

August 2, 1930

TELEPHONE 88  
416 N. MAIN ST.

Col. Ed. Fletcher  
1020 Ninth Street  
San Diego, California

Dear Sir:

Your letter of July 31 addressed to J. N. Welker, care of our company, received this morning. We do not have the address of Mr. Welker but will endeavor to get the same and forward the letter to him.

In attempting to procure his address through our office information, we find that the property securing the debt is the same property upon which we issued a title for you and recorded a Trust Deed in your favor under your instructions. The said title was returned to you on March 7 of this year. The writer has corresponded with your office relative to payment without success. You are personally known to some members of our company, such as, H. J. Forgy, D. C. Pixley, and others; and we are convinced that you have not been advised of this unpaid bill. We will appreciate, Mr. Fletcher, if you will favor us with your check for \$25 in settlement.

If we can be of service to you in connection with this inquiry, we are pleased to serve you at any time.

Thanking you for your attention, we are,

Yours very truly,

ABSTRACT AND TITLE INSURANCE COMPANY

By *D. N. Kelly*  
D. N. Kelly, Secretary

P. S. Since dictating the above we have ascertained the address of Mr. Welker to be 129 S Glassell Street, Orange, California and will forward your letter to him.

DNK:IK

August Fourth,  
1 9 3 0

Abstract & Title Insurance Co.,  
Santa Ana,  
California.

Attention Mr. D. N. Kelly:

Dear Sir:

I thank you for your letter of the second and the information therein contained.

I supposed the bill had been paid. Mr. Spurlock agreed to pay it as his obligation as he was to furnish a certificate of title without expense to me showing the second trust deed in my name.

Mr. Rockwell, the agent who handled the deal, wrote me a letter that ~~it~~ had been paid.

Spurlock disappointed me in every way, has not paid even his taxes, water bill or interest and I have been forced to foreclose on him.

I am now anxious to find out if the interest has been paid as well as the taxes on the property described in certificate No. 88149. I assume this was the \$25 charge that you are referring to and we will guarantee it if I can't get it out of Spurlock.

Please remember me to Mr. Forgy and Mr. Pixley. I remember Mr. Pixley very well and you can rest assured that while the \$25 you speak of was no obligation of mine I am willing to assume it in case Spurlock does not pay and in case I take over the property.

I will make no settlement with Spurlock until the \$25 is paid.

Very sincerely yours,

EF:ASK



OFFICERS AND DIRECTORS  
C. D. BALL, PRESIDENT  
D. C. PIXLEY, VICE PRESIDENT  
H. C. DAWES, VICE PRESIDENT  
D. N. KELLY, SECY-MGR.  
H. J. FORGY, ATTORNEYS  
S. M. REINHAUS, ATTORNEYS  
D. P. CAMPBELL



TELEPHONE 88  
416 N. MAIN ST.

August 5, 1930

Col. Ed Fletcher  
Postoffice Box 1412  
San Diego, California

My Dear Mr. Fletcher:

Your favor of the 4th received, for which I most sincerely thank you.

Mr. Rockwell's statement to you that Title No. 88149 had been paid for is wrong. The fact is that we took this matter up with Mr. Rockwell when he called at our office at one time and he stated he would see Mr. Spurlock and endeavor to make a settlement. He did pay a former bill covering the same property but that title did not show the Trust Deed in your favor. This particular order was placed by you personally under date of February 20, 1930, when you sent the former title to us, together with the Deed of Trust.

Referring to the question of taxes, upon checking the property we find that there are no taxes assessed as Spurlock was allowed what is commonly known as Soldier's Exemption.

I will remember you to Mr. Forgy and Mr. Pixley and as Mr. Forgy is one of our Finance Committee, will advise him as to payment of the bill in question, for which we both thank you.

I am,

Most sincerely yours,

*D. N. Kelly*

DNK:HH

*File Spurlock*

August Sixth,  
1930

Abstract & Title Insurance Co.,  
Santa Ana,  
California.

Gentlemen:

Answering yours of August fifth, if Mr. Spurlock does not, within a reasonable time, pay the \$25.00 as he agreed to I will do it but I don't want Mr. Spurlock to know that I have guaranteed it.

I thank you for the information regarding taxes.

Yours very truly,

EF:ASK



**Ed Fletcher Papers**

**1870-1955**

**MSS.81**

**Box: 1 Folder: 1**

**General Correspondence - Abstract  
and Title Insurance Company**



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