when loan rejected ED FLETCHER CO. formerly Morse Construction Company, a corporation, a Corporation, having its principal place of business in County of San Diego, California, by virtue of a resolution authorizing the same, passed at a meeting of its Directors, for and in consideration of the sum of Ten and no/100 - - - - - - - - -Does Hereby Grant to CHILDRIC I, SMITH and SADIE B. SMITH husband and wife as joint tenants All that Real Property situated in San Dieguito Irrigation District and in County of San Diego, State of California, bounded and described as follows: Lots Seven (7) and Seventeen (17), Block "M" of Avocado Acres No. 7, as per Map thereof No. 2138 filed in the office of the County Recorder of San Diego County, California. SUBJECT to all easements and rights of way of record. This conveyance is made and accepted subject to the following restrictions, reservations and conditions. First: That said premises shall be used for residential and agricultural purposes only. Second: That no buildings other than a dwelling house, private stable and necessary garage and outbuildings shall be erected, placed, constructed and/or maintained or permitted to be erected, placed, constructed and/or maintained on any of the land herein conveyed. Third: That no dwelling house worth less than Fifteen Hundred Dollars (\$1500.00) shall be constructed or placed, or permitted to be constructed, or placed, or to remain on any of the land herein conveyed; and that before any building shall be constructed or placed or permitted to be constructed or placed on any of the land above described the Grantee must first secure the written approval of the Grantor of the building plans.

Fourth: That only one such residence, together with the necessary outbuildings connected therewith shall be permitted upon each lot at any time unless the Grantor, its successors and assigns, consents thereto in writing.

Fifth: That a septic tank of a standard satisfactory to the State Board of Health for sewerage purposes shall be installed by Grantee before any improvements are made on said premises.

Sixth: That all houses and/or outbuildings shall be set back twenty feet from the front property line.

Seventh: That neither the said premises nor any portion thereof shall ever be conveyed, transferred, demised to or held, occupied or owned by or resided on by any person or persons not of the white or Caucasian race; but persons of any race may be on said land as employees or servants of the owner.

The conditions subsequent above set forth, with the exception of the condition subsequent set forth in Clause Seven above shall in all respects terminate and end and be of no further effect on and after January 1st, 1948.

That the Grantor herein reserves a right of way across said premises for the installation and maintenance of sewer, water and gas mains, poles and wires for the conveyance of electricity, with the right of ingress and egress for the maintenance and operation thereof, which said reservation shall inure to the benefit of the Grantors and any public utility corporation, whether private or municipal.

UPON a breach of any of the foregoing conditions, the title to said premises shall ipso facto, and without the necessity of re-entry or repossession, revert to and revest in the grantor in this deed, its successors or assigns, provided, however, that the foregoing conditions and the reversion of title herein provided shall not affect the lien or validity of any bona fide mortgage or trust deed which may then be existing upon said premises, said conditions, however, to become again fully effectual after the release, satisfaction or foreclosure of such mortgage or trust deed.

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EAN AND HOUSE OF SALES STATES County of San Diego. On this before m THE TOTAL LOUIS a Notary Public in and for said County a Designative and the second second Loover to the the the the test tests known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office, in said County of San Diego, State of California, the day and year in this certificate first above written. Notary Public in and for the County of San Diego, State of California.

8-34-56E DENERAL COUNSEL! OFFICERS AND DIRECTORS STEARNS, LUCE, FORWARD & SWING JOHN F. FORWARD, JR., PREST. OFFICE COUNSEL! FRANK G. FORWARD, PIRST VICE PREST. H. A. CONKLIN FREDERIC W. STEARNS, VICE FARST, CHARLES H. FORWARD, VICE PREST. A.W. NEELY, VICE PREST. HENRY D. BARNES, VICE PREST. POLICIES OF TITLE INSURANCE RUPUS CHOATE, VICE PARET. IBBUED JOINTLY WITH JAS. D. FORWARD, SECY, & TREAS. TITLE INSURANCE & TRUST COMPANY W. E. ADAMS, ASST. BEQV. WILLIAM H. ALLEN, JR., DIRECTOR OF LOS ANGELES

Union Title Insurance Company

CAPITAL AND SURPLUS OVER \$1,000,000.00

1028 SECOND STREET

SAN DIEGO, GAL.

May 21st, 1935.

In reply refer to

No. 264161-F 4G 3945 Childric I. Smith.

PROTECTED BY ASSETS EXCEEDING

\$14,000,000.00

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

Gentlemen:

W. HERBERT ALLEN, DIRECTOR

M. F. HELLER, DIRECTOR

Due to the rejection of the above application we are returning herewith Grant Deed Ed. Fletcher Co., formerly Morse Construction Company, a corporation, to Childric I. Smith, et ux.

The Agreement of Sale was forwarded to the Los Angeles office of the HOLC for their perusal and has not yet been returned to us. Just as soon as we receive this Agreement we will immediately forward to you.

Regretting we can be of no further service to you in this matter, we are

UNION TIME INSURANCE COMPANY

ESCROW DEPARTMENT

NES. ENC. Mr. Childric I. Smith Box 172 Encinites, California

Res Application

Dear Mr. Smitht

This is to notify you that the above numbered loss application has been declined for the following reasons

Applicant was not possessed of title on June 13, 1938 nor did he hold a substantial equity on such date by virtue of any contract capable of refunding under the HOLG.

Therefore, we regret that we cannot be of further service to you in this matter.

Very truly yours,

H.K.D.Peichy Assistant to State Manager

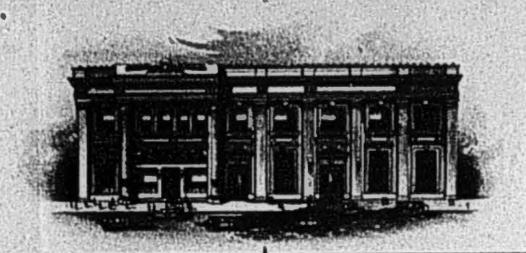
HKDP JRJ MH

1020 Oth St rest San Diego, Chlifornia

> Union Title Go. Order #264161

OFFICERS AND DIRECTORS:

JOHN F. FORWARD, JR. PREST.
F. W. STEARNS, VICE PREST.
C. H. FORWARD, VICE PREST.
F. G. FORWARD, VICE PREST.
F. H. THATCHER, VICE PREST.
JAMES D. FORWARD, SEC. & TREAS.
M. F. HELLER, DIRECTOR
W. H. FERRY, ASST. SEC.



CONBULTING COUNSEL! STEARNS, LUCE. PORWARD & SWING

> OFFICE COUNSEL, H. R. CONKLIN TRUST OFFICER, A. G. READER

ASSISTANT TRUST OFFICER. E. G. MERRILL, JR.

UNDER SUPERVISION OF STATE BANKING DEPARTMENT ACTS IN ALL TRUST CAPACITIES AUTHORIZED BY THE LAWS OF CALIFORNIA

UNION TITLE INSURANCE COMPANY

Union Trust Company

OF SAN DIEGO

SAN DIEGO, GAL.

May 22, 1935.

In reply refer to: E-11093 EGM

Heller Investment Company, San Diego Trust & Savings Bldg., San Diego.

Attention of: Elwyn M. Heller.

Gentlemen:

We have just received a letter from Union Title Insurance Company, under their No. 264161-F, stating that Home Loan application 4 G 3945, Childric I. Smith et ux, has been declined for reason set forth in their letter. They returned to us the reconveyance deposited with them by us under date of January 5, 1935.

This transaction concerns a note for \$2000.00, dated December 7, 1931, executed by Morse Construction Company, a corporation, secured by deed of trust covering Lots 7 & 17 of Block M of Avocado Acres No. 7, which note is held under our Trust No. R-10220 as security for your loan to Senator Fletcher.

Yours very truly,

UNION TRUST COMPANY OF SAN DIEGO

By

EGM:3

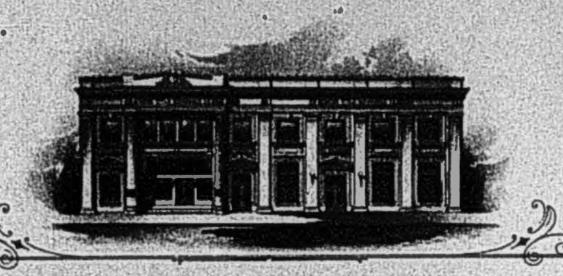
Assistant Trust Officer.

Carbon copy to Ed Fletcher Co., 1020 9th Ave., San Diego.

0-20-00#

OFFICERS AND DIRECTORS

JOHN P. FORWARD, JR., PREST,
PRANK G. FORWARD, FIRST VICE PREST,
PREDERIG W. STEARNS, VICE PREST.
CHARLES H. FORWARD, VICE PREST.
A. W. NEELY, VICE PREST.
MENRY D. BARNES, VICE PREST.
RUFUS CHOATE, VICE PREST.
JAS. D. FORWARD, SECY, & TREAS.
W. E. ADAMS, ASST. SECY,
WILLIAM H. ALLEN, JR., DIRECTOR
W. HERBERT ALLEN, DIRECTOR



PENERAL COUNSEL:
STEARNS, LUCE, FORWARD & SWING
OFFICE COUNSEL:
H. R. CONKLIN

POLICIES OF TITLE INSURANCE
ISSUED JOINTLY WITH
TITLE INSURANCE & TRUST COMPANY
OF LOS ANGELES
PROTECTED BY ASSETS EXCEEDING
\$14,000,000.00

Union Title Insurance Gompany

CAPITAL AND SURPLUS OVER \$1,000,000.00

1028 SECOND STREET

SAN DIEGO, CAL.

June 5th, 1935.

In reply refer to

No. 264161-F 4G 3945 C. I. SMITH.

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

Gentlemen:

Pursuant to our letter of May 21st, we are returning herewith-

Carbon copy of that certain agreement, dated July 22nd, 1932, by and between Morse Construction Company and C. I. Smith and Sadie B. Smith, affecting Lots 7 and 17, Block "M" Avocado Acres No. 7, San Diego County, California,

which you forwarded to our Company on December 27th, 1934.

In order that our records may be complete, please acknowledge receipt, and oblige

Yours truly,

UNION TIME INSURANCE COMPANY

Berow Department.

NES, Enc. July 22, 1982

San Diego, Californac 29 1934 2
Dear Sir: 10
Home Owners Loan Corp.

Our understanding is as follows:

That on or before August 1st, 1952 you will commence working for us on the basis of Three Dollars (\$3.00) per day, 9 hours per day, 5 1/2 days per week, this money to be applied as option money on the purchase of Lots 7 and 17, Block "M", Avocado Acres No. 7, San Diego County, Californis, as per map on file in the office of the County Recorder of San Diego County, said property now improved with a house, garage, chicken houses and planted to avocado trees.

That the option price of said property is \$4250.00, with interest at 7 percent per annum, it being understood if option is exercised the entire purchase price will be paid within five years from date.

That your credit for services shall be applied first to interest due and the balance to principal.

All taxes have been paid to date of July 1st/on said property and you are to pay any taxes, also the small paving assessment that becomes assessed or due hereafter, before same are delinquent. The land is within the boundaries of the San Dieguito Irrigation District.

It is understeed that your work is to be satisfactory to us and to be primarily that of irrigating, hoeing and caring for our orchards.

Electricity is to be immediately extended to the house, you to pay for electricity and water and the care of your property above described on which you have option, it being understood that work on this acre to be done on your own time. You are to maintain the property in good condition and keep the house properly insured against loss by fire.

The work that you are to do is under our supervision and instruction on property nearby that which you are taking under option.

It is understood that this option to purchase shall be exercised within one year from date of August 1st, 1952. If the option is not exercised the credit coming to you for your services to be paid for in land or orchard or other real estate by mutual agreement, or left to arbitration in the usual manner. We reserve the right to pay in cash at our option.

从

In the event you do not exercise your option, the following must be taken into consideration:

The value of the work on the orchard during the option period; The matter of interest that has been paid on the entire amount; The depreciation on account of occupancy of the house.

These things must be taken into consideration in the final settlement.

It is understood you reserve the right at any time within twelve months from date of August 1st, 1952 to cancel this agreement by giving two weeks written notice, vacate the premises and leave them in as good condition as they are at present, ordinary wear and tear excepted without any claim against each other for anything in relation hereto.

Time is the essence of this agreement.

Yours truly,

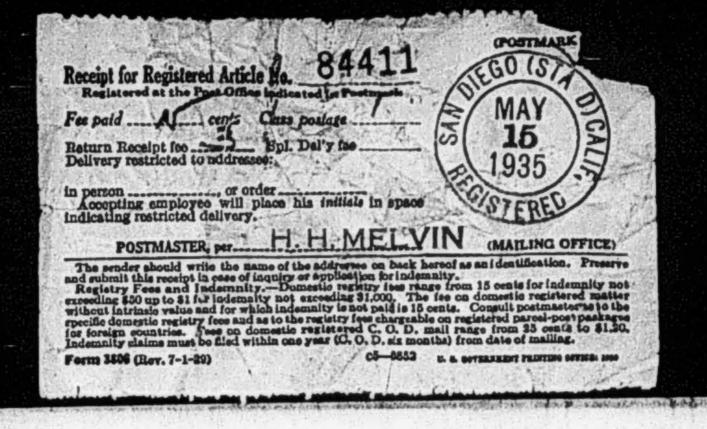
MORSE CONSTRUCTION COMPANY

By Expletities

ACCEPTED this 22 day of July, 1932

Sadie B. Smith

Ano. Expires -5/15/38. May 16th, 1935. Union Trust Company of San Diego, 1028 Second Avenue. San Diego, California. Your First Mortgage- Lot 7, Block "M" Re: Avocado Acres #7, ENCINITAS, CALIFORNIA. Owner- Morse Construction Company, a Corp. Contract of Sale to- C.I. & Sadie B. Smith. Gentlemen:-At the request of the Morse Construction Company, we hand you herewith our-Boston Insurance Co. Policy #335317-\$1250.00 Dated- May 15th, 1935-38, covering- \$ 1150.00 on dwelling, \$ 50.00 on garage building and \$50.00 on outbuilding used as chicken house, situate on Lot 7 Block "M Avocado Acres #7, about one and one-half miles East of Encinitas, California. This policy has been issued in the name of the Morse Construction Company, A gorp. with Contract of Sale Clause endorsement attached in favor of- C. I. and Sadie B. Smith, and a First Mortgagee Clause in favor of the Union Trust Company of San Diego. The Fallen Building Clause Waiver has also been attached. Trusting this enclosure will be found in order, we are Yours very truly, ED FLETCHER COMPANY HST/ Mgr. Insurance Dept. lencl



May 15, 1935.

Home Owners' Loan Corporation, Second Floor Rowan Building, Los Angeles, California. Application 4-G-3945 Childric I Smith

Gentlemen:

by some one in your office that the above numbered loan had been rejected under date of March 15th. On getting back to San Diego I checked with the Home Owners' Loan Corporation office here, also with the Union Title Insurance Company, which has an excrow in the matter, and neither company has any record of any letter from you to this effect.

Will you please investigate the matter again and let us know if the loan is acceptable, and if not why.

Yours very truly,

ED FLETCHER CO.

Ву

KLM

Registered Mail

A Te

Warch 30, 1985.

264161 F Appl4-G-3945 Childric I Smith

Home Owners' Loan Corporation, Second Floor Rowan Bldg., Los Angeles, Calif.

Gentlement

We are again writing you to inquire if we may not hear from you regarding the eligibility of the applicant under this loan?

To date we have received no answer to our former letters in this regard, and we would greatly appreciate your advising us as to this delay.

Thanking you, we are

Yours very truly,

UNION TITLE INSURANCE COMPANY

By

Escrow Department.

I.O. CC-Mortgagee

3,5

April 19, 1935.

Home Owners' Loan Corporation, Second Floor Rowan Bldg., Los Angeles, California.

> Application 4-G-3945 Childric I Smith

Gentlemen:

From time to time we have written you regarding the above mentioned application, and the Union Title Insurance Company has also written you but to date we have not had an answer to any of our letters.

This transaction is in escrow and the only thing that holds up completing same is word from you. Please let us hear from you immediately so we will know what steps to take.

Thanking you, we are

Yours very truly,

ED FLETCHER CO.

By

SGF:KLM

Orien for Frue Reconveyance-Récorder 12/31/31-13/278 8. 80-There were 1/3/35 mil

UNION TRUST COMPANY OF SAN DIEGO:

Under your Trust No. R-10220, you are holding as security a certain promissory note in the original amount of \$2000.00, dated December 7, 1931, executed by Morse Construction Company, a corporation, and secured by deed of trust covering Lots 7 and 17 in Blook M of Avecado Acres No. 7, San Diego County.

You are hereby authorized and directed to execute your full recenveyance of said trust deed and deliver same to Union Title Insurance Company, with instruction to use same under their Order No. 264161 when they can deliver to you the HOLC Bond Authorization to be delivered thereunder. We understand that said Authorization will be in the name of Ed. Fletcher Company.

Dated: Jamary 3.4, 1935.

HELLER INVESTMENT COMPANY

By Enge he Deeen

approved. In consideration of the execution and delivery of the reconveyance as above provided, we hereby jointly and severally agree to deliver to Heller Investment Company the HOLC Bonds to be received under Union Title Insurance Company Order No. 264161 pursuant to said Bond Authorisation.

ED FLETCHER CUMPANI

President

Millis & Altelus

Corpora to Seal

December 29, 1934.

Union Title Insurance Company, San Diego, California.

Gentlemens

added the words "Construction Company".

This is your authority to put \$2.50 revenue stemp on Smith deed.

Iours very truly,

ED FLETCHER CO.,

By

KLH

B-34-00H

OFFICERS AND DIRECTORS

JOHN P. FORWARD, JR., PREST. FRANK 6. FORWARD, FIRST VICE PREST. FREDERIC W. STEARNS, VICE PAGET. CHARLES H. FORWARD, VICE PREST. A. W. NEELY, VICE PREST, HENRY D. BARNES, VICE PREST. RUPUS CHOATE, VICE PREST. JAS. D. FORWARD, SECY. & TREAS. W. E. ADAMS, ASST. BECY, WILLIAM H. ALLEN, JR., DIRECTOR W. HERBERT ALLEN, DIRECTOR M. F. HELLER, DIRECTOR



DENERAL COUNSEL! STEARNS, LUCE, FORWARD & SWINS OFFICE COUNSELT H. R. CONKLIN

POLICIES OF TITLE INSURANCE ISSUED JOINTLY WITH TITLE INSURANCE & TRUST COMPANY OF LOS AMOELES

PROTECTED BY ASSETS EXCEEDING \$14,000,000.00

CAPITAL AND SURPLUS OVER \$1,000,000.00

1028 SECOND STREET

SAN DIEGO, CAL.

In reply refer to 264161 F

December 28, 1934

Ed Fletcher Company 1020 -9th Avenue San Diego, Calif.

Gentlemen:

Re: 4-G-3945 Smith

In connection with this escrow you sent us a Deed dated December 7, 1934, to Childric I. and Sadie B. Smith.

We are returning this deed with the request that you have added both in the premises and in the execution, the words "Formerly Morse Construction Company, a corporation" as shown in our record vesting. Kindly return the deed when this has been done.

Thanking you, we are

Very truly yours, UNION TITLE INSURANCE COMPANY

M. J. Mooney Escrow Department

MM

December 27, 1954.

Union Title Insurance Company, San Diego, California,

Gentlemen:

Enclosed find

Mortgagee's Consent to Take Bonds

Designation of Bonds, in duplicate, This has been signed by Mr. Fletcher, but we did not fill in the denominations, as the bonds eventually go to the Union Trust Company on the Heller Trust, and whatever designations it desires will be satisfactory.

Escrow Demand

Agreement of Sale

Grant Deed Ed Fletcher Co. to Childric I Smith, et ux

Yours very truly,

ED FLETCHER CO.

By

KTE



8-34-88H

OFFICERS AND DIRECTORS JOHN F. FORWARD, JR., PREST. FRANK G. FORWARD, PIRST VICE PREST. PREDERIC W. STEARNS, VICE PREST. CHARLES H. FORWARD, VICE PREST. A. W. NEELY, VICE PAEST. HENRY D. BARNES, VICE PREST. RUPUS CHOATE, VICE PREST. JAS. D. FORWARD, SECY. & TREAS. W. E. ADAMB, ABST. BECY, WILLIAM H. ALLEN, JR., DIRECTOR W. HERBERT ALLEN, DIRECTOR M. P. HELLER, DIRECTOR



PENERAL COUNSEL! STEARNS, LUCE, FORWARD & SWING OFFICE COUNSEL! H: M. CONKLIN

POLICIES OF TITLE INSURANCE ISSUED JOINTLY WITH TITLE INSURANCE & TRUST COMPANY OF LOS ANGELES PROTECTED BY ASSETS EXCEEDING

\$14,000,000.00

CAPITAL AND SURPLUS OVER \$1,000,000.00

1028 SECOND STREET

SAN DIEGO, GAL.

December 4, 1934.

In reply refer to

No. 264161 4-G-3945 Smith, Childric I. et ux

Ed Fletcher Co., 1020 - 9th St., San Diego, Calif.

Gentlemen:

We have a matter in escrow wherein the above named party is receiving a loan through the Home Owners' Loan Corporation, and we are instructed by said Corporation to procure your demands for the release of your encumbrance.

We are enclosing escrow instructions in triplicate partially filled in, and would ask that you kindly complete the same and return was copyes to us together with two copies of the bond designation and all necessary documents, such as

Mortgage and note, and Release, or Trust Deed and note, or Agreement of Sale and Deed Reconveyance of Trust Deed recorded in Book 78, page 80, 0.R. also the Policy of Title Insurance and any fire insurance which you may hold in this connection.

The date to which accrued interest on the bonds is figured will be the date of the new mortgage to the HOLC.

Thanking you in advance for your immediate attention, we are,

P.S. We enclose copy of estimate of expenses in this loan, showing amount available for release of your lien.

Very truly yours, UNION TITLE INSURANCE COMPANY.

for E. F. HAWLEY,

Order No. 2	64161			
		11/	28	
San Diego,				

To Union Title Insurance Company, Dr. 1028 SECOND AVENUE

Parties and a color of a concept of the parties of the control of the color of the	ONLY		-	Phone, Main 812				
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ESCROW DEMAND

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YOU ARE HANDED HEREWITH:		
(1) DEED GEGTEUSTEMORTGAG	recorded in Book Page Official Record	rds.
(2) NOTE in the original amount o	A POTANIC PROPERTY OF THE PROP	
(3) Request for Reconveyance of sa		
Release of said Mortgage		A.
(4) Policy Nofor	r \$ in Ins.	Co.
	or \$inIns.	Co.
(5) Designation for Bonds		
(6) Mortgagee's Consent to Take B	Bonds	
(7) Agreement of Sale		
The claim of the undersigned is itemize	HT 20 20 4대 20 20 20 20 20 20 20 20 20 20 20 20 20	
Unpaid balance of principal Taxes advanced for year	\$ 2500.00	
Other advances		
Accrued interest to date of this I	Demand to 1/1/34 \$ 175.00	
Accided interest to date of this i	Amount of Claim 2675.00	
is less than the amount of the above total claim, bonds which (at face value plus accrued inter-	icy of little insur. in amount of sales price	for hall ind
ace a revenue stamps on De	ead. Hand you herewith \$ to cover above all be binding for a period of thirty days from date hereof, and thereafter un	02111000
It is understood that this demand shall		the
It is understood that this demand shall ten days written notice shall have been received	ved by you, during which ten day period you are authorized to comply with t	die:
It is understood that this demand shall	ved by you, during which ten day period you are authorized to comply with	
It is understood that this demand shall ten days written notice shall have been received	ved by you, during which ten day period you are authorized to comply with	
The is understood that this demand shall ten days written notice shall have been received foregoing instructions if possible. Dated December 7, 1934	FO FLETCHER CO.	
It is understood that this demand shall ten days written notice shall have been receive foregoing instructions if possible. Dated December 7, 1934 Address 1020 - 9th St.,	ved by you, during which ten day period you are authorized to comply with the FLETCHER CO.	
The sunderstood that this demand shall ten days written notice shall have been received foregoing instructions if possible. Dated December 7, 1954 Address 1020 - 9th St., Ban Diego, Calif.	FO FLETCHER CO.	
It is understood that this demand shall ten days written notice shall have been receive foregoing instructions if possible. Dated December 7, 1934 Address 1020 - 9th St.,	FO FLETCHER CO.	
Tevenue stamps on De It is understood that this demand shal ten days written notice shall have been receive foregoing instructions if possible. Dated December 7, 1934 Address 1020 - 9th St., Ban Diego, Calif.	By Company) FOR FLETCHER CO By Company (Formerly Morse Construction Company)	
Telephone	By Chile Construction	
Telephone Telephone	By Company) FOR FLETCHER CO By Company (Formerly Morse Construction Company)	
revenue stamps on De It is understood that this demand shall ten days written notice shall have been receive foregoing instructions if possible. Dated December 7, 1934 Address 1020 - 9th St. Ban Diego, Calif. Telephone	By Company) FOR FLETCHER CO By Company (Formerly Morse Construction Company)	

December 27, 1954.

Mr. C. I. Smith, Encinitas, California.

My dear Mr. Smith:

Answering yours of December 26th, will say your letter is satisfactory. You seem to forget that you have been living in that house, paying no rent all these months and yet you make me pay taxes, but this is a small matter and with New Years coming around we both of us better take the chip off of our shoulders and smile.

I am going thru hell such as you little realize but we are playing the game of life and let's play it together.

Withing you the Compliments of the Season,

Yours sincerely,

EP:XIM

Col. Et Fletch. Dee So at hand, in which you are making a demand The not own this property and have no assurance that I ever will say the fees the property to me I will pay the taxe of No boex toxes, No extra of arry Kul. There is or was to be a Home Loan of \$172000 trust deel 21500 Note
13500 to you to Covar boul and
ther incidentals making a total
of \$207000 running the price \$7000 ovar Othe agreed are duck, last april at which time I was gaington work and fair friends, at your suggestion one request I stayed on all made application for this loan, applied of we can lisaged and some much call the deal off, I have spint some much work out the place bux I would nother work of the thin continue in the file that the present of we certainty.

Nery Read December 20, 1954.

Mr. C. I. Smith, Encinitas, Calif.

My dear Smiths

Answering yours of December 12th, it was never our understanding that I was to pay the bonds off against the property, which the government is insisting be paid out of the loan. In addition to that they are demanding that the 1934 - 1935 taxes be paid in full amounting to around #35.00. I am not going to pay your taxes for this year.

pay your own taxes on your property of around \$55.00 for this year and I will let the bonds go thru under the escrow as set up. The agreements signed on Oct. 16th were before they included this years taxes in the escrow, and I am not asking anything unreasonable in asking that they be refunded.

Yours sincerely,

EF : KLM

bed Ee Fletchen. Dec 12.1934
Den Diego best 8 reed. da your office on Ocx 16 1934 Certain agreements over mall and notes signed covering total and notes signed covering total and to pay, Those agreements are frue; es for as we are overcioned. These indicions are consung no gove reason why the designer with the terminated one way or autitude Rispelfally. lo. d. Durth

December 8, 1954.

Mr. C. I. Smith, Encinitas, California.

My dear Smith:

The government is demanding that the bond on those lots be paid off in full and take it out of the loan, which means paying off about seven years in advance, and I am not willing to do this unless you write me a letter agreeing to pay off this bonded indebtedness as it comes due this year, refunding me the amount they are deducting from the loan.

You must also pay this year's taxes which they are demanding be paid before closing the loan. They amount to \$33.81, 11.40 for Irrigation District and \$22.41 for state and county.

Please write me a letter agreeing to pay the bond installments as they come due, and send me a check for the taxes for this year. These taxes you would have had to pay anyway, had the loan gone thru previously, so it is only just that if they take the taxes out of the loan that you should refund the money.

Yours very truly,

KLM

Not reviewed after dictation

264161 Appl. 4-G-3945 Childeic Smith

February 25, 1935

Home Owners' Loan Corporation Second Floor, Rowan Bldg. Los Angeles, California.

Gentlemen:

Will you kindly refer to our letters of December 28th, January 18th, and January 31st regarding the rechecking of the eligibility of the applicant for this loan? We have received no reply to any of these letters and the escrow has been greatly delayed as a consequence.

The courtesy of a reply would be very much appreciated.

Very truly yours,
UNION TITLE INSURANCE COMPANY
BY

J. D. FORWARD, JR. ESCROW OFFICER

JDF, JR CC-Mtgee

on Inty Consent to Lake Bondo un agreed to lake #/4/0°5 Rut 7-17, Be m Qa#7 720° (Lown)

March 25, 1985. Home Owners' Loan Corporation, Los Angeles, California, Gentlemen: Res 4-G 3945 Smith We understand the papers in the above numbered loan are in escrow with the Union Title Insurance Company and have been for some time. Will you please advise what is holding up the closing of this loan, and oblige Yours sincerely, ED FLETCHER CO. By KLM

264161 F January 18,1985 Home Owners' Loan Corporation Los Angeles, California Gentlemen: Re: 4-G-3945 Smith Will you kindly refer to our letter under date of December 28, 1934, in which we furnished you certain data concerning the record title and also enclosed an Agreement of Sale. We would appreciate your immediate reply giving us your approval as to the eligibility of the applicants, in order that we may proceed with the esc. ow. Thanking you, we are Very truly yours, UNION TITLE INSURANCE COMPANY BY 251 M. J. Mooney Escrow Department 2/8/35 Waiting the showen Mr. C. I. Smith Encinitas California

My dear Mr. Smith:

I sent up \$19 for reappraisal of both your house and Trask.
Bid you send up \$57

I am pounding away and bound to have the head man come down and look the property over.

Yours very truly,

EF: ASK

Mr. Chas. B. Shattuck Home Owners Loan Corporation Los Angeles, California

My dear Mr. Shattucks

I am enclosing \$10 for another inspection of Douglas B.

Track's property, loan #4-GeOS2 and C. I. Smith, 4-G4935.

I have asked Mr. Rogan and will also bring up twoof our most reliable contractors.

Please let us know when we can meet you on the ground in regard to a revision of valuations.

Yours very truly,

EF: ASK

Mr. Nat Rogan, Dictrict Manager, Home Owners Loan Corporation, San Diego, California.

My dear Mr. Rogan:

On behalf of Mr. C. I. Smith I urgently request a re-appraisal of his property, Loan 4-G-5945, the application being for \$2500.00.

The property is easily worth #3500 to \$4000 on todays market. Since the loan was applied for the Oceanside High School District has purchased 40 acres only 600 feet away to the west for a new high school.

The house was built in 1932 and could not be duplicated for less than \$2500.00. In addition to that there is a splendid garage with cement floor, chicken house for 200 chickens with cement floor.

Since the application for loan was made the U. S. government has agreed to re-finance the San Dieguito Irrigation District for 55 cents on the dollar, cutting out 45 percent of the bonded indebtedness and getting the rate of interest reduced from 6 to 4 percent. This leaves only a bond issue of about 50 or 60 dehters an acre, payable over a period of 50 odd years.

I urge that a re-appraisal be made immediately and I request that I have the privilege of being present when the new appraisal is made. All I want is two or three days' notice. I will appreciate very much your personal attention to this matter.

Sincerely yours,

EF: KLM

Ten and me/100 - - - - -

CHILDRIC I. SHITH and LADIE B. SHITH
hasbend and wife as joint tenants

teres, and produced that he served to be decided the continue of the continue of the continue of the

San "leguito Igrigation District and in

posturing and seed

Lots Seven (7) and Seventeen (17), Block "H" of Avocado Acres No. 7, as per Map thereof No. 2188 filed in the office of the County Recorder of San Diego County, California.

SUBJECT to all encements and rights of way of record.

This conveyance is made and accepted subject to the following restrictions, reservations and conditions.

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ED PLETCHER CO.

Pirsts That said premises shall be used for residential and agricultures

purposes only.

Seconds That no buildings other than a dwelling house, private stable and necessary
garage and outbuildings shall be effected, placed, constructed and/or maintained
or paralitied to be

Firsts That said premises shall be used for residential and agricultural purposes only,

an arministration can

Seconds That no buildings other than a dwelling house, private stable and necessary garage and outbuildings shall be erected, placed, constructed end/or maintained or permitted to be erected, placed, constructed and/or maintained on any of the land herein conveyed.

Third: That no dwelling house worth less than Pifteen Hundred Dellars (\$1500.00) shall be constructed or placed, or permitted to be constructed, or placed, or to remain on any of the land herein conveyed; and that before any building shall be constructed or placed or permitted to be constructed or placed on any of the land above described the Grantee must first secure the written approval of the Grantee of the building plans.

Fourth: That only one such residence, together with the necessary outbuildings connected therewith shall be permitted upon each lot at any time unless the Grantor, its successors and assigns, consents thereto in writing.

Pifth: That a septic tank of a standard satisfactory to the State Board of Health for severage purposes shall be installed by Grantee before any improvements are made on said premises.

Sixth: That all houses and/or outbuildings shall be set back twenty feet from the front property line.

Seventh: That heither the said premises nor any portion thereof shall ever be conveyed, transferred, demised to or held, occupied or owned by or resided on by any person or persons not of the white or Camousian race; but persons of any race may be on said land as employees or servants of the owner.

The conditions subsequent above set forth, with the exception of the condition subsequent set forth in Clause Seven above shall in all respects terminate and end and be of no further effect on and after January 1st, 1948.

That the Grantor herein reserves a right of way across said premises for the installation and maintenance of sever, water and gas mains, poles and wires for the conveyance of electificity, with the right of ingress and egress for the maintenance and operation thereof, which said reservation shall inure to the benefit of the Grantors and any public utility corporation, whether private or municipal.

UPOS a breach of any of the foregoing conditions, the title to said premises shall ipso facto, and without the necessity of re-entry or repossession, revert to and revest in the grantor in this deed, its successors or assigns, provided, however, that the foregoing conditions and the reversion of title herein provided shall not affect the lien or validity of any bone fide mortgage or trust deed which may then be existing upon said premises, said conditions, however, to become again fully effectual after the release, satisfaction or foreclosure of such mortgage or trust deed.

October 16, 1934.

Mr. C. I. Smith, Encinites, Calif

My dear Mr. Smith:

As a condition of the acquisition by you and your wife of Lots 7 and 17, Block M, Avocado Acres No. 7, San Diego County, for the sum of \$2,000.00 as agreed upon you are hereby given permission to tap our pipe line in front of your house and put your meter there for domestic and irrigation purposes.

A consideration on your part is that there is an obligation due of \$65.00, plus the actual cost of paying the balance due on the bonds, amounting to approximately \$70.00 making a total of \$185.00, that will either be worked out at the prevailing wage or paid in cash, with 5 percent interest on or before 4 years from date, in the form of a personal note signed by yourself and wife.

Yours sincerely,

EF: KLM

L. J. J.

i

October 16, 1954. Home Owner's Loan Corporation, San Diego, California. Res Application 4-G-3945 Childric I. Smith Attention Mr.W. A. Page My dear Mr. Page: Answering your letter of Sepaember 25th, we will proceed with this loan and thank you for same. We will accept bonds in the sum of \$1720.00 after all obligations are paid, and will secure ourselves another way for the sum of \$215,00, a second trust deed at 5 percent. We have agreed with Mr. Smith that the second trust deed shall be paid \$100.00 on or before 2 years and \$115.00 on or before 5 years, with interest payable quarterly. Yours very truly, MORSE CONSTRUCTION COMPANY By

KFtKLM

.

HOME OWNERS' LOAN CORPORATION

WASHINGTON

NAT ROGAN DISTRICT MANAGER CALIFORNIA AGENCY

September 25th, 1954.

Morse Construction Co., 1020 - 9th St., San Diego, California.

> Re: Application 4-G-3945 Childric I. Smith

Gentlemen:

This Corporation contemplates approving a loan to the above applicant on property located at Encinitas, in an amount not to exceed \$1720.00.

From this amount must be deducted any bonds of record against the property, unpaid taxes and expense of closing the loan.

Please let us know whether you are willing to make the necessary adjustment in your demands so this losn may be closed.

5000- hour

Very truly yours,

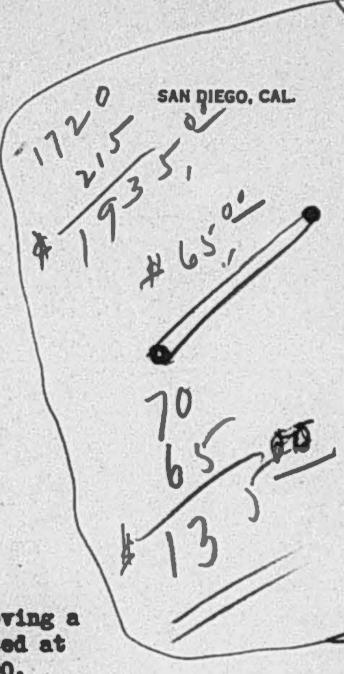
HOME OWNERS' LOAN CORPORATION.

W. I. Page, Negotiator

CO to Applicant.

2001/003 /01-6-1

This may to 4550 - The deductions are and what The net account is



2K

- HOME OWNERS' LOAN CORPORATION

WASHINGTON

CALIFORNIA AGENCY

NAT ROGAN
DISTRICT MANAGER

August 3rd., 1934. SAN DIEGO, CALIFORNIA

Mr. Ed. Fletcher, Sr., 1020 - 9th St., San Diego, California.

> Re: Application 4-G-3945 Childric I. Smith

Dear Mr. Fletcher:

We have been requested by the State Appraiser to make a re-appraisal of the property owned by C. I. Smith at Encinitas for the reason that you have deposited with the Corporation \$5.00 for this appraisal fee.

Inasmuch as no fee appraisal was ever made on this property but a preliminary only, we are requesting the State Appraiser to refund this amount as the property owner is entitled to his first appraisal without cost.

For your information, I wish to state that Mr. Shattuck's resignation was accepted by the new State Manager and for the time being I am withholding appraisals on both the Encinitas properties which we have discussed.

Very truly yours,

HOME OWNERS! LOAN CORPORATION.

Earl C. Ryan,

Chief District Appraiser,

ECR/SK.

HOME OWNERS' LOAN CORPORATION WASHINGTON

H. E. HARRIS

July 20, 1934

LOS ANGELES, CALIF.

Ed Fletcher Co. 1020 Ninth Avenue San Diego, California

Re: 4-G 3945 C. I. Smith

Gentlemen:

Mr. Rogan, District Manager of San Diego, has handed me your letter of July 5th, 1934, relative to the above numbered application for loan.

I find on careful examination of the file, that no fee appraisal of the file has as yet been made. The valuation of the property as reported by the preliminary appraisal indicates that this Corporation would not be justified in accepting this property as security.

This Corporation will be very happy to proceed with the fee appraisal of this property upon receipt of a \$5.00 cashier's check made payable to Mr. P. J. Maloney, Treasurer of the Home Owners' Loan Corporation of California, to cover cost of such appraisal.

Very truly yours,

HOME OWNERS' LOAN CORPORATION

Charles B. Shattuck Chief State Appraiser

CBS:PB

Morse Construction Co. 1020 Ninth Avenue, San Diego, California.

July 7, 1934

Gentlemen:

Re: Application 4-G-3945 Childrie I. Smith

We have made a preliminary appraisal of the home of the above applicant, upon which you hold a mortgage lien.

While this appraisal is not final, it indicates that we shall not be able to make a loan sufficient to pay off the entire amount necessary to clear this property.

Before proceeding with the expense of a fee appraisal, title report, character report and other items, we wish to know whether, if it should prove necessary, you will accept a less amount than you have asked for in your consent.

Naturally, we shall allow you as nearly the full amount of your just demands as is reasonable under the circumstances.

Please indicate your intentions on the attached form letter, and return to us in the enclosed envelope.

Very truly yours,

HOME OWNERS! LOAN CORPORATION,

By, Macco.

Harry M. Rocco.

Coel about July 17 from less from less from laise.

Home Owners! Loan Corporation, 1030 Sixth Avenue, San Diego, California.

> Re: Application 4-G-3945 Childric I. Smith

Gentlemen:

I am - we are willing to consider an adjustment, which is reasonable and just, and ask that you kindly proceed with your investigation and submit your figures, when, as, and if completed.

Yours very truly,

Date, _____1934

October 25, 1934.

Mr. C. I. Smith, ncinitas, California,

My dear Mr. Smiths

as agreed upon when you were in the office the other day. Will you and Mrs. Smith please sign both, where it is marked x.

If you can bring it to the office for signature, Miss May can acknowledge your signatures without cost to you.

Yours sincerely,

KLM

bal Ed. Fletche Meh 1. 19 34

Dear bal.

your letter of Febr. 27 recovered. your proposition as authoritable.

You may sent necessary papers when you are reasy and complete figures as to cost interest, time etc. Very truly your . M. J. D. D. J. B. 172

Ed Fletcher Papers

1870-1955

MSS.81

Box: 64 Folder: 24

Business Records - Land Companies -Avocado Acres (includes Morse Construction Company) - Prospective sale: Childric I. Smith



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