

On ...

Katherine L. May....., a Notary Public in and for the said.....  
County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared

----- ED FLETCHER -----

known to me to be the ..... President and WILLIS H. FLETCHER

known to me to be the ..... Secretary of the Corporation that executed the within instru-  
ment, 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 the County of San Diego, the day and year in this  
certificate first above written.

Katherine L. May  
NOTARY PUBLIC IN AND FOR THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

MY COMMISSION EXPIRES October 2, 1933

MAIL TO.....  
.....  
**Brant Bepi**  
CORPORATION  
.....  
Shoosmont Park S.  
.....  
TO  
.....  
Willis H. Fletcher  
.....  
Dated Oct. 28<sup>th</sup>, 1932

Make new seal.  
64112



**Grossmont Park Company**, a Corporation, having its principal place of business in the County of San Diego, California, pursuant to a resolution of its Board of Directors, for and in consideration of the sum of.....Ten and no/100.....DOLLARS

**Does Hereby Grant** to.....WILBUR J. SANBORN, a married man.....

**All that Real Property** situated in.....La Mesa, Lemon Grove and Spring Valley Irrigation.....

District and in the.....  
County of San Diego, State of California, bounded and described as follows:

All that real property situated in Section 20, Township 16 South, Range 1 West, S. B. M., County of San Diego, State of California, bounded and described as follows:

Commencing at the Northeast corner of said Section 20; thence West along the north line of said Section 20, being also the South line of Grossmont Park Subdivision No. 3, according to Map thereof No. 1528, filed in the office of the County Recorder of San Diego County, California, West 10.00 feet to the true point of beginning; thence South 0° 35' East 64.05 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 300 feet; thence Southwesterly along said curve thru an angle of 3° 30', 18.33 feet; thence leaving said curve West 225.47 feet to the Easterly line of that certain parcel conveyed by Grossmont Park Company to Richard Francis and wife by Deed dated Oct. 3, 1930 and recorded in Book 1834 page 453 of Deeds, records of San Diego County; thence North 4° 24' 30" West along the Easterly line of the land so conveyed 82.61 feet to the said North line of Section 20; thence along the said North line of Section 20, East 231.54 feet to the true point of beginning.

RESERVING, however, unto the Grantor herein its successors and assigns, an easement and right of way for public road purposes over the Easterly 20 feet of the above described land, and also reserving the right to dedicate said right of way to the public to be used as a public street or highway.

~~approved, in writing, first had and obtained, provided, however, that in no case shall any dwelling~~  
worth less than \$3500 and/or of any exterior construction other than stucco be permitted.

THIRD: That no farm animals other than saddle horses and chickens shall ever be kept or allowed to be kept upon the premises herein described and said premises shall not be used for commercial poultry or livery business.

FOURTH: That no part of said premises shall ever be used for the purpose of drilling thereon for or producing oil, gas, or like minerals therefrom without the written consent of the Grantor first had and obtained.

FIFTH: That no obnoxious or offensive or noisy factory, trade or business shall ever be operated or carried on upon said premises.

SIXTH: That no outside lavatories or toilets shall be permitted upon said premises or any portion thereof but all lavatories or toilets shall be built in the interior of the buildings erected thereupon and be connected with a cesspool, septic tank or sewer.

SEVENTH: That neither said premises nor any portion thereof shall ever be used, lived upon or occupied by any person or persons other than of the Caucasian race; provided, however, that if persons not of the Caucasian race be kept thereon by a Caucasian occupant strictly in the capacity of servants or employees actually engaged in the service of the occupant or in the care of said premises for such occupant, such circumstances shall not constitute a violation of this condition.

EIGHTH: That the foregoing conditions, restrictions and covenants with the exception only of those contained in Paragraph Seventh shall terminate and be of no further force and effect on and after January 1, 1948.

NINTH: The grantor herein reserves a right of way six (6) feet in width across the within described property with right of ingress and egress for the use of public utilities, water pipes or conduits, the same to be located along the most convenient line through said lot or lots, but such location or construction not to interfere with the existing improvements, and any pipes so laid to be at least eighteen (18) inches below the surface of the ground; and if the above does not comply with any pipe line of the La Mesa and Spring Valley



**Grossmont Park Company**, a Corporation, having its principal place of business in the County of San Diego, California, pursuant to a resolution of its Board of Directors, for and in consideration of the sum of..... Ten and no/100 .....DOLLARS

**Does Hereby Grant** to..... WILBUR J. SANBORN, a married man .....

Subject to all easements and rights of way of record.

Subject also to the following restrictions, reservations and conditions:

FIRST: That said premises shall be used for residential, horticultural, viticultural and/or agricultural purposes only, provided, however, that Lots fronting on El Cajon Boulevard may also be used for business or commercial purposes.

SECOND: That before the placing, erection or construction of any building or buildings upon said property or any portion thereof there shall first be furnished to and approved by the Grantor herein, its successors and assigns, complete plans and specifications for such buildings and for the landscaping and improvement of those portions of said property not occupied by such buildings; provided that said building or buildings shall be erected wholly in accordance with such plans and specifications which shall include the location and direction of facing of such building or buildings upon said property, and no building may be erected on said premises without such approval, in writing, first had and obtained, provided further that in no case shall any dwelling worth less than \$5500 and/or of any exterior construction other than stucco be permitted.

THIRD: That no farm animals other than saddle horses and chickens shall ever be kept or allowed to be kept upon the premises herein described and said premises shall not be used for commercial poultry or livery business.

FOURTH: That no part of said premises shall ever be used for the purpose of drilling thereon for or producing oil, gas, or like minerals therefrom without the written consent of the Grantor first had and obtained.

FIFTH: That no obnoxious or offensive or noisy factory, trade or business shall ever be operated or carried on upon said premises.

SIXTH: That no outside lavatories or toilets shall be permitted upon said premises or any portion thereof but all lavatories or toilets shall be built in the interior of the buildings erected thereupon and be connected with a cesspool, septic tank or sewer.

SEVENTH: That neither said premises nor any portion thereof shall ever be used, lived upon or occupied by any person or persons other than of the Caucasian race; provided, however, that if persons not of the Caucasian race be kept thereon by a Caucasian occupant strictly in the capacity of servants or employees actually engaged in the service of the occupant or in the care of said premises for such occupant, such circumstances shall not constitute a violation of this condition.

EIGHTH: That the foregoing conditions, restrictions and covenants with the exception only of those contained in Paragraph Seventh shall terminate and be of no further force and effect on and after January 1, 1948.

NINTH: The grantor herein reserves a right of way six (6) feet in width across the within described property with right of ingress and egress for the use of public utilities, water pipes or conduits, the same to be located along the most convenient line through said lot or lots, but such location or construction not to interfere with the existing improvements, and any pipes so laid to be at least eighteen (18) inches below the surface of the ground; and if the above does not comply with any pipe line of the San Diego Gas & Electric Company, the same shall be located in the Spring Valley.

Franklin 6204

**Ed Fletcher Company**

Real Estate - General Insurance

1020 Ninth Avenue

San Diego, California

September 3, 1936.

Miss Ruth Burr Sanborn,  
Southern Pines, North Carolina

My dear Miss Sanborn:

We have prepared the deed to your property which you just paid for and the title company is getting out the policy of title insurance now. If you desire to have your deed recorded before sending it to you and the policy brought down in your name will you please let us know. We have asked the title company to hold the papers open until we hear from you.

The cost for recording the deed will be \$2.50 and the new owner fee \$5.00.

According to our contract we furnish a policy in our name; it is cheaper to have it brought down in your name now than afterwards.

Yours very truly,

GROSSMONT PARK COMPANY

By

*K. L. May*

*Sept 10/36 KLM*  
*your letter to my daughter arrived in the*  
*White Mountains of N. H. I enclose my check for 7.50*  
*the amount or record to my daughter named as above.*  
*I expect to return to N. H. last of the month*  
*Very truly, W. J. Sanborn*



This RECEIPT Must be Stamped  
PAID and Signed by CASHIER

San Diego, Calif., Sept 18<sup>th</sup> 1936

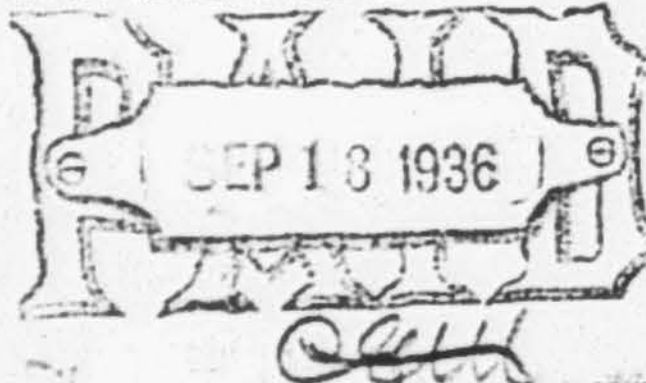
ORDER NO. 111181

ESCROW NO. \_\_\_\_\_

RECEIVED OF Grossmont Park Co  
AMOUNT Seven and 50/100  
FOR ACCOUNT OF Wilbur J. Sanborn  
CHECK DRAWN ON Citizens Bk & Tr Co. - Southern Pines  
PAYABLE TO Grossmont Park Co ENDORSED BY G-P Co.  
FOR \_\_\_\_\_

AMOUNT  
7.50  
APPROX. DATE  
AVAILABLE

FOR CASHIER'S RECEIPT  
SOUTHERN TITLE & TRUST CO.



SOUTHERN TITLE & TRUST CO.

By

C. Smith

September 21, 1936.

Miss Ruth Burr Sanborn,  
Southern Pines,  
N. C.

My dear Miss Sanborn:

Enclosed find policy of title insurance No. 111181  
of the Southern Title & Trust Company showing portion of Lot 279  
in your name. The grant deed is now being recorded and will be  
forwarded you later.

Yours very truly,

GROSSMONT PARK COMPANY

By

KLM



November 17, 1936.

Miss Ruth Burr Sanborn  
Southern Pines  
S. C.

My dear Miss Sanborn:

The San Diego Building & Loan Association advise that you have paid for your lot in full. We have prepared the deed and the policy will soon be ready for delivery. If you wish the policy continued in your name will you please send us \$7.50 to cover the new owner fee \$5.00 and recording the deed \$2.50.

If you do not want it continued in your name let us know and we will close the policy in our name and send it and the deed on to you.

Yours sincerely,

GROSSMONT PARK COMPANY

By

KLM

COUNTY OF SAN DIEGO

San Diego, California

CROWELL D. EDDY  
ASSESSOR

Date Oct. 10, 1936

Grossmont Park Co.

1020 9th St.

City

Mr. or Mrs. Taxpayer:

We are trying to put accurate valuations on real property and wish to get all the information we can regarding sales prices. The records show that, during the last few months, the following described property has been transferred either from or to you:

All that por of Lot 279 of Grossmont Park Sub #2: Com at an angle pt in Sly 11 of Molly Woods Ave, sd angle pt being opposite the correspond angle pt in the Sly 11 of Lot 263 of sd Grossmont Park Sub #2; th alg the sd Sly 11 of Molly Woods Ave #72\*26' W 55.00 ft; etc.

You can help the assessor's office by filling in the questionnaire, and returning this letter to me. Your statement will be kept confidential. It is only by getting actual sales that we can know what the market values are.

Please address your envelope to "Real Estate Department, County Assessor's Office."

#60360 39/  
Rev. 2.00

Very truly yours,  
CROWELL D. EDDY, Assessor

By H. L. Weston  
Deputy by M. J.

What price was property transferred for

{ Cash Paid	\$	_____
{ Amount of Mortgage	\$	_____
{ Bonds Still Due	\$	_____
{ Unpaid Taxes	\$	_____
{ Total Purchase Price	\$	_____

If traded, what value was used? \_\_\_\_\_

Remarks \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

Form L-101 Rev 3/36



Southern Pines N. C.

Oct 24-1936

Ed Fletcher Co

Gentlemen

I am today sending  
San Diego Building and Loan Association  
\$685.92 balance on Contract they hold.  
Will you please have Deed made to  
Ruth Burr Sanborn and mail same  
to me.

Yours Very Truly  
Wilbur J. Sanborn

5/23/35  
\$1,225.51

5/23/35  
\$1,454.<sup>38</sup>

S.D. Bldg. & Loan  
Dis. #312.28 to us.

November 18, 1936.

Southern Title & Trust Company  
San Diego, California.

Gentlemen:

Will you please issue a policy of title insurance  
in the sum of \$3150.00 showing the following described property  
free and clear in the name of Grossmont Park Company, excepting  
taxes due but not delinquent, and subject to being within the  
boundaries of the La Mesa Irrigation District and to easements  
and rights of way of record.

All that por. of Lot 318 of Grossmont Park Sub. No. 3, according  
to the map thereof No. 1528 on file in the office of the Co. Recorder  
of San Diego Co., Calif, bounded and described as follows:

Beginning at the S.E. cor. of said Lot 318; th. W. along the Sly  
line of said Lot 187.24 feet to the S. E. corner of that certain  
parcel of land conveyed by Grossmont Park Company to Paul R. Jennings  
and wife by deed dated May 24, 1923, and recorded in Book 934 page 447  
of Deeds records of San Diego County, thence along the Easterly line  
of the land so conveyed North 150.71 feet to the Northeasterly line  
of said Lot 318; thence South 59° 06' E. 58.60 feet to the beginning  
of a tangent curve concave to the N. E. and having a radius of 364.13  
feet; thence Southeasterly along said curve thru an angle of 23° 01' a  
distance of 146.28 feet to the N.E. corner of said Lot 318; thence S.  
72.23 feet to the true point of beginning.

We will let you know later if the policy is to be continued  
in the name of the new owner.

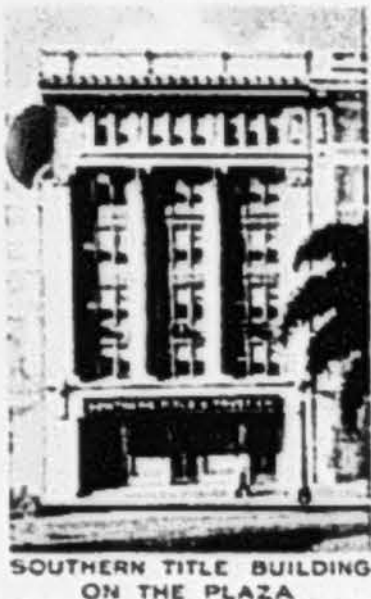
Yours very truly,

GROSSMONT PARK COMPANY

By

KLM





# SOUTHERN TITLE & TRUST COMPANY

CAPITAL AND SURPLUS OVER \$500,000.

PHONE: F-3151

940 THIRD AVENUE  
SAN DIEGO, CALIFORNIA

JULIUS WANGENHEIM  
CHAIRMAN OF THE BOARD  
GEORGE HEYNEMAN  
PRESIDENT  
R.S. REED  
SECRETARY

IN REPLY REFER TO  
NO. 112049-EAS

November 25, 1936

Grossmont Park Company  
1020 Ninth Ave.  
San Diego, California

Attention: Miss May

Gentlemen:

We have checked the records as to the title to a portion of Lot 318 of Grossmont Park Subdivision #3, and find the taxes are delinquent for 1932 and 1935.

The records also disclose that the Grossmont Park Company took title to said property in lieu of foreclosure of a trust deed executed by Eva B. Adams, therefore we are forwarding you herewith our Form C which must be signed by the Grossmont Park Company and returned to us. We have not ordered an irrigation tax report, assuming that you would furnish same.

Thanking you for this order, and assuring you we appreciate your business, we are,

Sincerely yours

*Ed A. Sears*  
Ed A. Sears  
Vice President  
& Title Officer.

EAS:cv

Southern Prins A. C.  
Nov 27-1936

Ed Fletcher Esq

Gentlemen.

Replying to yours of 17<sup>th</sup>  
to my daughter Ruth Burr Sanborn.  
Will pay the taxes to the other Lot #18  
Was all made in her name. so think  
these best be. I enclose check for the  
charges 7.<sup>50</sup>

Sincerely yours

*H. J. Sanborn*



December 11, 1936.

Southern Title & Trust Company  
San Diego, California.

Gentlemen:

Order No. 112049 - EAS

Enclosed find Grant Deed to Ruth Burr Sanborn  
also statement signed by the Grossmont Park Company in relation  
to the Adams quitclaim deed.

We are checking up on the delinquent taxes  
and will advise you later.

Also enclosed find check for \$7.50 to pay for recording  
deed and new owner fee.

Yours very truly,

GROSSMONT PARK COMPANY

By

KLM

*As Title & Trust  
C. W. Baker*

February 27, 1937.

Miss Ruth Burr Sanborn,  
Southern Pines,  
N. Carolina

My dear Miss Sanborn:

Enclosed herewith find recorded  
Grant Deed, together with Policy of Title Insurance No.  
112049, covering portion of Lot 318 of Grossmont Park  
Subdivision No. 3.

Yours very truly,

GROSSMONT PARK COMPANY

By

KLM



February 27, 1937.

Mr. Wilbur J. Sanborn,  
Box 1176  
Southern Pines, N. C.

My dear Mr. Sanborn:

We are sending your daughter under separate cover her recorded deed and policy of title insurance and trust it reaches her promptly.

We acknowledge receipt of your check for \$39.74, and enclose ~~herewith~~ from the La Mesa Irrigation District for \$11.70 paying the delinquent taxes on property in Section 20; also find enclosed certificate of redemption receipted for \$17.32. We also are enclosing receipt showing first half of taxes which we paid for you amounting to \$3.73 which you refunded to us.

We hope your tax matters are all straightened out now and that hereafter you will have no trouble. Be sure each year that you pay state and county also irrigation district taxes on the three different parcels which you and your daughter own.

Colonel Fletcher has gone back to Sacramento to the legislature, and will be away until the middle or last of May. His son, Ed Fletcher, Jr. was operated on for appendicitis last week, so at this time the office is being run by the feminine contingent, however, we expect Ed Jr down some time next week, if only a few hours a day.

With kindest regards, we are

Yours sincerely,  
GROSSMONT PARK COMPANY

By

KLM

Southern Pines N.C.  
April 17-1937

My Dear Francis.

I was sorry to hear by way of Ed Fletcher Jr. you were not well. at that time I was also not well. A.K. Now and hope you are the same. I have waited for a word from Mrs Vittum. she writes her son is very busy building and unable to leave. thus she can do nothing about a trade. so seems to fall back to ours. I have talked with my daughter who holds the deed of the corner lot also the lot 18 the Fletchers care for. She is inclined to trade but would like to dispose of the lot 18 at some time. She asks me to have you talk with the man and see if he would take the lot and we pay on the other to bring it down to 500.00 if he will not do that to go ahead with your present deal - and I will pay up the whole amount so to have the deed made direct to him from the Fletchers. I will send the deed to you of the corner lot. perhaps it will be best to pass it to Fletcher Jr so they can also have both made at some time. I should

11.70  
17.32--  
3.73  
6.99  
39.74



I'd Course wish the title looked up of the house property. and deed made to my daughter Ruth Burr. Sanborn. She wishes me to go out and help close it up and see the house and make my visit. I do not feel like going now. but if my Dr. gives the word I would go out in June. if the man does not take lat 18 I think no doubt I will go out. and see if cannot trade it for another house for my friend Dr. Kimball. I hear he has to vacate his place. you said you would not live in such a place. so may be well for him to get out. so I care but little if your man takes the 18. lat or not seems to me can get more than 500.00 out of it in the way of a trade for Dr. Kimball. it is clear in my mind now where the house is located at 19th & G. Street. I hope this will all be clear to you. and if you think it better to wait until June and I come out you can do so. of Course I have perfect Confidence in you and young Fletcher and that you will do what you think is best for me.

Sincerely yours.

P.S.

H. J. Sanborn

If your man does not want lat 18 I will send the Bank CK to

Southern Pines N.C.  
April 22-1937

My Dear Francis

I intended sending you this Deed before now but have had other things on my mind. have been waiting to hear from the Bank for one thing! have not yet. if your trade goes through I shall want you to look after the place for the present at least. no doubt I will hear from the Bank and you within a few days. my daughter is away just now in Jacksonville Florida to a Church Convention. Country just beautiful about here now - but later it will be hot. my daughter Ruth Burr has a story in Country Gentlemen May number. tourists are going north now fast. I hope you come out not too bad on your fruit after the frost. and that you are O.K.

Sincerely yours  
H. J. Sanborn

P. S.

The Dr. says I can make the trip to California later if I wish. I am not so sure

balance of money



Southern Pines N.C.  
April 27<sup>th</sup> 1937

Ed Fletcher Jr  
San Diego Cal.

My Dear Mr Fletcher.

I have mailed today -  
air mail. San Diego Trust & Savings Bank the  
balance due on the Contract 793.72 last week  
I mailed Mr Francis the Deed of the other lot.  
Will you please have the Deeds made to Mr.  
Bunker. also a Deed of his house to Ruth Burr  
Sanborn. I prefer to have all the business done  
through your office. of course the lot just paid  
for can be Deeded direct to Bunker the other  
forwarded for Ruth Burrs signature. I would  
like the whole transaction dated as May 1<sup>st</sup>  
if can be. if I have not made this plain  
to you please correct me.

Yours Very Truly

Wilbur J Sanborn

463 Int.

9110 to 1201

April 28, 1937.

Mr. Wilbur J. Sanborn,  
Southern Pines N. C.

My dear Mr. Sanborn:

Your letters of April 17th and 22d to Richard  
Francis were delivered to me last night by Mr. Francis who  
asked me to write you and give you the following messages.

On Sunday he went up to see Mr. Bruner, about  
60 miles, relative to your proposition but he says that Mr.  
Bruner still insists that the only deal he is interested in  
would be the exchange of his house at 19th & G for the two  
parcels adjoining Mr. Francis, clear for clear.

Some friend of yours was in the other day whom  
you had asked to appraise the property for you and I presume  
by this time you have heard from him as to what his independent  
appraisal is of the house.

If you want to go thru with the deal as outlined  
by Mr. Francis originally, kindly give me authority to open up  
an escrow at the bank for you so that all parties may be protected.  
I believe Mr. Francis is asking me to write these letters for him  
because he comes home so tired in the evening that he does not feel  
like sitting down and punching out a letter on the typewriter and I  
am glad to be of any assistance I can in getting this matter  
straightened out for you.

Yours sincerely,

EFJr  
M



And Check — 793 721  
463 100 to 5/1  
250 Per Deed exp.  
500 Free Title  
805 81

1/20

April 22, 1937

Mr. Philip J. Sweeney,  
 Southern Trust Co.,  
 New York City

My dear Mr. Sweeney:

Your letter of April 17th and 22nd to Richard Francis were delivered to me last night by Mr. Francis who asked me to write you and give you the following messages.

On Sunday he went up to see Mr. Brunner, about 60 miles, relative to your proposition and he says that Mr. Brunner will insist that the only deal he is interested in would be the exchange of his house at 19th & C for the two parcels adjoining Mr. Francis, clear for clear.

Some friends of yours was in the other day whom you had asked to appraise the property for you and I presume by this time you have heard from him as to what his independent appraisal is of the house.

If you want to go thru with the deal as outlined by Mr. Francis originally, kindly give me authority to open up an account at the bank for you so that all parties may be protected. I believe Mr. Francis is asking me to write these letters for him because he comes home so tired in the evening that he does not feel like sitting down and punching out a letter on the typewriter and I am glad to be of any assistance I can in getting this matter straightened out for you.

Yours sincerely,

117



27 Connecticut Avenue  
Southern Pines, North Carolina  
3 May, 1937

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

My dear Mr. Fletcher:

I have your letter of April 28, and it is my wish that you go ahead with the deal as originally outlined by Mr. Francis: that is, the exchange of Mr. Brunker's house at 19th and G Streets, clear, for my two lots adjoining Mr. Francis, clear. You have my authority to open up an escrow at the bank, and to take whatever other steps may be needful.

I think there may have been some misunderstanding in regard to Dr. Kimball's part in this. I did ask him to look at Mr. Brunker's house as a matter of personal interest; but my particular purpose was to have him see Lot 18 and to try to find another house, in which he himself might perhaps live, toward which the lot might be turned in as part payment. I had no thought of questioning your judgment, in which I have the most complete confidence.

I am very grateful, both to you and Mr. Francis, for the trouble which you have taken in this matter.

Sincerely yours,

*Wilbur J. Sanborn*

*Ruth Burr Sanborn*

May 6, 1937.

Mr. Wilbur J. Sanborn  
27 Connecticut Avenue  
Southern Pines, North Carolina

My dear Mr. Sanborn

Answering your letters of April 27th and May 3d, we are enclosing herewith grant deed for the signature of Ruth Burr Sanborn. This deed must be acknowledged before a Notary Public and must have attached a \$1.50 revenue stamp.

In accordance with your instructions the other piece of land will be deeded direct by Grossmont Park Company to Mr. Brunker and the policy of title insurance will be turned over to him.

We will open up an escrow with the Southern Title & Trust Company, you to pay one-half the fee and Mrs. Brunker to pay one-half. The fee will probably be around \$7.50. We will instruct the title company to deliver the deeds to your two parcels of land only when they can furnish Ruth Burr Sanborn with a good and sufficient grant deed to the property at 19th & G Streets with a policy of title insurance in the sum of \$3,000 showing the property free and clear of encumbrances.

We will make the best price we can for you with the title company for the policies of title insurance, and presume you will want the policy continued in the name of Ruth Burr Sanborn.

Mr. Francis telephoned this morning that Mr. Brunker will not take over care of the property until deeds have been exchanged and that he will have some expense for care for May. He will write you but wanted us to explain it.

The bank charged \$1.00 exchange on your check. Perhaps you can get your bank to refund this to you. We have had to pay it, and will add it to the other expense that will be incurred in this escrow. We have asked the rent and insurance be pro-rated as of May 15th.

Yours very truly,

KLM



3436 C  
#113943

May 6, 1937.

Southern Title & Trust Company  
San Diego, California.

Gentlemen:

Enclosed find legal description covering portion of Section 20, Township 16 South, Range 1 West which we sold to Wilbur J. Sanborn, but on instructions of Mr. Sanborn are deeding the property to William Brunker. Will you please issue a policy of title insurance in the sum of \$1500.00 showing said property free and clear in the name of Grossmont Park Company, a corporation, subjecting- to being within the boundaries of the La Mesa, Lemon Grove & Spring Valley Irrigation District, to easements and rights of way of record and to taxes due but not delinquent.

We will furnish you a deed conveying this property to William Brunker within a few days, also a deed to an adjoining piece of property as described in Policy 112049, being conveyed by Ruth Burr Sanborn to William Brunker. As this policy was issued in February, 1937 it may not be necessary to write a new one, but we understand that if a new policy is required that the cost will be must less than the original inasmuch as so few months have elapsed.

You are instructed to deliver these deeds and policy of title insurance to William Brunker when you can furnish Ruth Burr Sanborn, a grant deed to Lot 1, Block 20 (SE corner 19th & G Sts.) together with a policy of title insurance in the sum of \$3,000 showing the property free and clear in her name.

If Mr. Brunker demands a new policy on the portion described in the enclosed certificate the new policy will be for \$1500 to make the \$3000, the consideration of the properties exchanged.

Miss Sanborn's address is 27 Connecticut Avenue, Southern Pines, North Carolina, as is Wilbur J. Sanborn's, if you need to get escrow instructions signed by them. We are doing this as an accommodation to them, as this is to be an exchange of these two parcels even for the house and lot at 19th & G Streets, San Diego. The insurance and rent to be pro rated as of May 15th, 1937.

This order is somewhat involved, but we wanted to get the new certificate started to be ready when the other papers are delivered. The escrow fee to be paid one-half by Sanborn and one-half by Brunker.

Yours very truly,

GROSSMONT PARK COMPANY

KLM

Ry

*William C. Brunker*

SOUTHERN TITLE & TRUST COMPANY

MAY 7 1937



7113643



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

On this 11th day of May, 1937  
before me, the undersigned  
a Notary Public in and for said County and State, residing therein, duly commissioned and sworn,  
personally appeared William P. Bunker

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

In Witness Whereof, I have hereunto set my hand and affixed my Official  
Seal, at my office, in said County of San Diego, State of California, the  
day and year in this certificate above written.

Katherine L. May  
Notary Public in and for the County of San Diego, State of California.

**GRANT DEED**

Full Grant Deed  
Mail to William P. Bunker  
37 Corns Street, Ave.  
San Diego, Cal.  
William P. Bunker

TO

Full Grant Deed

RECORDED AT REQUEST OF  
SOUTHERN TITLE & TRUST CO.

JUN 16 1937 at 9 A.M.

in Book 653 Page 438

of Official

Records, San Diego County, Calif.

William P. Bunker  
County Recorder

By Deputy

I certify that I have correctly transcribed  
this document in above mentioned book.  
SULLIVAN#5

David County Recorder's Office, S. D. County, Calif.

**SOUTHERN TITLE  
& TRUST COMPANY**

"On the Plaza" COMPARED

940 Third Ave. 7th. Floor  
SAN DIEGO, CALIF.  
DEPUTY COUNTY RECORDER

Title Insurance, Escrows and Trusts

Phone F. 3151

940 Third Avenue

"ON THE PLAZA"

**Southern Title & Trust Company**

SPECIFY

For Speedy and Helpful Service

GRANT DEED

194 + 5. 8th







Revon 112049

**Grossmont Park Company**, a Corporation, having its principal place of business in the County of San Diego, California, pursuant to a resolution of its Board of Directors, for and in consideration of the sum of... Ten and no/100 - - - - - DOLLARS

**Does Hereby Grant** to... RUTH BURR SANBORN, a single woman

**All that Real Property** situated in... La Mesa, Lemon Grove & Spring Valley Irrigation

District and in the...  
County of San Diego, State of California, bounded and described as follows:

All that portion of Lot 318 of Grossmont Park Subdivision No. 3, in the County of San Diego, State of California, according to the Map thereof No. 1528, filed in the office of the Recorder of said San Diego County February 5, 1913, described as follows:

Beginning at a point on the South line of said Lot 318, distant thereon 10 feet West of the Southeast corner thereof, said point of beginning being on the West line of a tract of land conveyed to Elizabeth B. Merrick by deed dated January 5, 1924, and recorded in Book 981, Page 345 of Deeds, records of said San Diego County; thence West along the South line of said Lot, 177.24 feet to the Southeast corner of that portion of said Lot conveyed to Paul R. Jennings and wife, by deed dated May 24, 1923 and recorded in Book 934, Page 447 of Deeds; thence North along the East line of said portion so conveyed to Jennings, 150.71 feet to the Northeasterly corner thereof, being a point on the Northeasterly line of said Lot 318; thence South 59° 06' East along said line, 58.60 feet to the beginning of a tangent curve in said line, concave Northeasterly and having a radius of 364.13 feet; thence Southeasterly along said curve, through an angle of 21° 26' 02", for a distance of 136.22 feet to the Northwesterly corner of the above mentioned tract conveyed to Merrick; thence South along the West line of said tract, being along a line parallel with and distant 10 feet West of the East line of said Lot 318, a distance of 73.75 feet to the point of beginning.

~~PERMITTED ON SAID PREMISES~~  
THIRD: That no farm animals other than saddle horses and chickens shall ever be kept or allowed to be kept upon the premises herein described and said premises shall not be used for commercial poultry or livery business.

FOURTH: That no part of said premises shall ever be used for the purpose of drilling thereon for or producing oil, gas, or like minerals therefrom without the written consent of the Grantor first had and obtained.

FIFTH: That no obnoxious or offensive or noisy factory, trade or business shall ever be operated or carried on upon said premises.

SIXTH: That no outside lavatories or toilets shall be permitted upon said premises or any portion thereof but all lavatories or toilets shall be built in the interior of the buildings erected thereupon and be connected with a cesspool, septic tank or sewer.

SEVENTH: That neither said premises nor any portion thereof shall ever be used, lived upon or occupied by any person or persons other than of the Caucasian race; provided, however, that if persons not of the Caucasian race be kept thereon by a Caucasian occupant strictly in the capacity of servants or employees actually engaged in the service of the occupant or in the care of said premises for such occupant, such circumstances shall not constitute a violation of this condition.

EIGHTH: That the foregoing conditions, restrictions and covenants with the exception only of those contained in Paragraph Seventh shall terminate and be of no further force and effect on and after January 1, 1948.

NINTH: The grantor herein reserves a right of way six (6) feet in width across the within described property with right of ingress and egress for the use of public utilities, water pipes or conduits, the same to be located along the most convenient line through said lot or lots, but such location or construction not to interfere with the existing improvements, and any pipes so laid to be at least eighteen (18) inches below the surface of the ground; and if the above described property is crossed by any pipe line of the La Mesa, Lemon Grove and Spring Valley Irrigation District now in place, then this instrument is made subject to said right of way as heretofore granted.

TENTH: That only one such residence, together with the outbuildings above mentioned, shall be permitted upon said land at any time unless the grantor, its successors or assigns, consents thereto in writing.

ELEVENTH: That any breach or violation of any of the conditions, covenants or restrictions hereinbefore contained shall cause all the legal and/or equitable title to the premises with respect to which the breach occurs, together with the improvements thereon and appurtenances thereto belonging, to be forfeited to and revert to the Grantor, or its successors or assigns, each of whom shall have the right of immediate entry upon and recovery of such premises in such event; such right to be wholly the property of and enforceable by the Grantor and not to inure to the benefit or detriment of any other owners in the tract, or other persons; provided further that the breach of any of such conditions, covenants or restrictions, or re-entry or reversion of title by reason thereof shall not defeat or render invalid the lien of any mortgage or trust deed made in good faith and for value upon said premises affected by such breach or forfeiture, but said conditions, restrictions, reservations and covenants shall be binding upon and effective against any subsequent owner of said realty; and as cumulative and additional remedy any such breach or violation, or the continuance thereof, may be enjoined, abated or remedied by appropriate proceedings. No waiver of, or acquiescence in, any breach of any of the covenants, conditions or restrictions above contained shall be construed or effective as a waiver of or acquiescence in any other or succeeding breach of the same or any other covenant, condition or restriction.





Revon

112049

**Grossmont Park Company**, a Corporation, having its principal place of business in the County of San Diego, California, pursuant to a resolution of its Board of Directors, for and in consideration of the sum of.....Ten and no/100 - - - - - DOLLARS

**Does Hereby Grant** to.....RUTH BURR SANBORN, a single woman.....

Subject to all easements and rights of way of record.

Subject also to the following restrictions, reservations and conditions:

**FIRST:** That said premises shall be used for residential, horticultural, viticultural and/or agricultural purposes only, provided, however, that Lots fronting on El Cajon Boulevard may also be used for business or commercial purposes.

**SECOND:** That before the placing, erection or construction of any building or buildings upon said property or any portion thereof there shall first be furnished to and approved by the Grantor herein, its successors and assigns, complete plans and specifications for such buildings and for the landscaping and improvement of those portions of said property not occupied by such buildings; provided that said building or buildings shall be erected wholly in accordance with such plans and specifications which shall include the location and direction of facing of such building or buildings upon said property, and no building may be erected on said premises without such approval, in writing, first had and obtained. All buildings to be stucco exterior and no dwelling permitted on said premises costing less than \$3500.00

**THIRD:** That no farm animals other than saddle horses and chickens shall ever be kept or allowed to be kept upon the premises herein described and said premises shall not be used for commercial poultry or livery business.

**FOURTH:** That no part of said premises shall ever be used for the purpose of drilling thereon for or producing oil, gas, or like minerals therefrom without the written consent of the Grantor first had and obtained.

**FIFTH:** That no obnoxious or offensive or noisy factory, trade or business shall ever be operated or carried on upon said premises.

**SIXTH:** That no outside lavatories or toilets shall be permitted upon said premises or any portion thereof but all lavatories or toilets shall be built in the interior of the buildings erected thereupon and be connected with a cesspool, septic tank or sewer.

**SEVENTH:** That neither said premises nor any portion thereof shall ever be used, lived upon or occupied by any person or persons other than of the Caucasian race; provided, however, that if persons not of the Caucasian race be kept thereon by a Caucasian occupant strictly in the capacity of servants or employees actually engaged in the service of the occupant or in the care of said premises for such occupant, such circumstances shall not constitute a violation of this condition.

**EIGHTH:** That the foregoing conditions, restrictions and covenants with the exception only of those contained in Paragraph Seventh shall terminate and be of no further force and effect on and after January 1, 1948.

**NINTH:** The grantor herein reserves a right of way six (6) feet in width across the within described property with right of ingress and egress for the use of public utilities, water pipes or conduits, the same to be located along the most convenient line through said lot or lots, but such location or construction not to interfere with the existing improvements, and any pipes so laid to be at least eighteen (18) inches below the surface of the ground; and if the above described property is crossed by any pipe line of the La Mesa, Lemon Grove and Spring Valley Irrigation District now in place, then this instrument is made subject to said right of way as heretofore granted.

**TENTH:** That only one such residence, together with the outbuildings above mentioned, shall be permitted upon said land at any time unless the grantor, its successors or assigns, consents thereto in writing.

**ELEVENTH:** That any breach or violation of any of the conditions, covenants or restrictions hereinbefore contained shall cause all the legal and/or equitable title to the premises with respect to which the breach occurs, together with the improvements thereon and appurtenances thereto belonging, to be forfeited to and revert to the Grantor, or its successors or assigns, each of whom shall have the right of immediate entry upon and recovery of such premises in such event; such right to be wholly the property of and enforceable by the Grantor and not to inure to the benefit or detriment of any other owners in the tract, or other persons; provided further that the breach of any of such conditions, covenants or restrictions, or re-entry or reversion of title by reason thereof shall not defeat or render invalid the lien of any mortgage or trust deed made in good faith and for value upon said premises affected by such breach or forfeiture, but said conditions, restrictions, reservations and covenants shall be binding upon and effective against any subsequent owner of said realty; and as cumulative and additional remedy any such breach or violation, or the continuance thereof, may be enjoined, abated or remedied by appropriate proceedings. No waiver of, or acquiescence in, any breach of any of the covenants, conditions or restrictions above contained shall be construed or effective as a waiver of or acquiescence in any other or succeeding breach of the same or any other covenant, condition or restriction.





----- RUTH BURR SANBORN -----

a single woman

Ten and no/100 -----

-----  
WILLIAM BRUNKER

La Mesa, Lemon Grove & Spring Valley Irrigation District, and

All that portion of Lot 318 of Grossmont Park Subdivision No. 3, in the County of San Diego, State of California, according to the Map thereof No. 1528, filed in the office of the Recorder of said San Diego County February 5, 1913, described as follows:

Beginning at a point on the South line of said Lot 318, distant thereon 10 feet West of the Southeast corner thereof, said point of beginning being on the West line of a tract of land conveyed to Elizabeth B. Merrick by deed dated January 5, 1924 and recorded in Book 981, page 345 of Deeds, records of said San Diego County; thence West along the South line of said Lot, 177.24 feet to the Southeast corner of that portion of said Lot conveyed to Paul R. Jennings and wife, by deed dated May 24, 1923 and recorded in Book 934, page 447 of Deeds; thence North along the East line of said portion so conveyed to Jennings, 150.71 feet to the Northeasterly corner thereof, being a point on the Northeasterly line of said Lot 318; thence South 59° 06' East along said line, 53.60 feet to the beginning of a tangent curve in said line, concave Northeasterly and having a radius of 364.13 feet; thence Southeasterly along said curve, thru an angle of 21° 26' 02", for a distance of 136.22 feet to the Northwesterly corner of the above mentioned tract conveyed to Merrick; thence South along the West line of said tract, being along a line parallel with and distant 10 feet West of the East line of said Lot 318, a distance of 73.75 feet to the point of beginning.

Subject to all easements and rights of way of record, and subject to all covenants, conditions and restrictions as imposed by deed from the Grossmont Park Company a corporation, recorded Feb. 20, 1937.

my

1st

May

7

September 23, 1929

Miss Ruth Burr Sanborn  
Southern Pines, N. C.

My dear Miss Sanborn:

Do you want to sell your house at 19th and "G" Streets? We have an inquiry, and our client would like to know your price either for cash, or on a term contract. We will see what we can do to dispose of it, and would like a reply as soon as convenient.

Yours sincerely,

ED FLETCHER CO.

By

KLM

J. C. Williams  
639-20th St  
San Diego, Calif.



Gemini, Dogwood Row  
Southern Pines, North Carolina  
28 September, 1939

Mr. Ed Fletcher  
1020 Ninth Avenue  
San Diego, California

Dear Mr. Fletcher:

I have your letter this morning in regard to the sale of the house at 19th and G Streets. We should be very glad to sell it if we could do so to reasonable advantage. The property, of course, stands us \$4700., and since we have never seen it, it is a little hard to know how much depreciation to allow. Upon the advice of your office, however, it is insured for \$3500., and we feel that \$3500. cash, or \$4000. terms, would be a fair price. I hope that this will meet with your approval.

As a matter of fact, we are much more anxious to sell the avocado lot than we are the house. Naturally all property located at so great a distance is a complication, and we should be very glad if we could dispose of everything there. I am sure you will recall promising Father to help him sell the avocado lots, and we shall indeed be most grateful for anything that you can do in the matter.

We shall hope for your early reply. With kindest personal regards both from my Father and myself.

Sincerely yours,

Ruth Burr Sanborn

October 13, 1939

Miss Ruth Burr Sanborn  
Dogwood Row  
Southern Pines, North Carolina

My dear Miss Sanborn:

Your letter of September 29th received, and I know that you must have more in the house than you are asking for it, however, at the time we put the insurance in the amount of \$3500.00 on the property I felt that was about the actual value of the house.

We have contacted Mr. Williams who is interested in your house and he has authorized me to make you the following proposition: To purchase the house for \$3600.00, paying down from \$300 to \$400 cash, the balance to be payable \$25.00 per month at 5 percent interest. At least this is an offer and it is something these days as offers are few and far between.

We will have to pay our salesman the usual commission of 5 percent.

Kindly let me know if you are interested in a deal of this kind. The client is responsible having worked for a local gas company for 15 years. It is just barely possible that I can talk him into paying \$100 or \$200 more, but would like to have a definite commitment from you before talking to him further.

Yours very truly,

EF Jr M

Sold. \$3750.00  
400.00 Cash down  
Bal 25.00 per month 5 1/2 int.  
Prorate Tax on  
Sub. to possession.



Gemini, Dogwood Row  
Southern Pines, North Carolina  
17 October, 1939

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

Dear Mr. Fletcher:

We have your letter of October 13, and are very glad to hear that you have a definite offer on the house. We are anxious to have the deal go through. If it is possible, however, we should like to make the price \$3750.00, thus splitting the difference on our original proposition as to terms. If this could be arranged, we should be willing to accept \$300. as a down payment, though this seems very small; otherwise, we feel that we ought to have \$400. down.

I hope that these suggestions will meet with your approval. We shall look forward to your early reply.

Very truly yours,

*Ruth Burr Sanborn*  
Ruth Burr Sanborn

October 31, 1939

Miss Ruth Burr Sanborn  
Southern Pines, N. C.

My dear Miss Sanborn:

Enclosed find contract in duplicate for the sale of your house at 19th & G Streets, San Diego, for the sum of \$3750.00. This is a good price for property at this time as so many new houses are being built under the government financing it is extremely difficult to sell an old house.

If this agreement is satisfactory to you will you please sign both copies and return to us. Mr. Williams paid \$10.00 as an evidence of good faith and is ready to pay the balance of the initial payment, ie \$390.00 as soon as the contracts are back from you. We will get his signature and send you one copy for your files.

We will also collect his pro rata share of the taxes and insurance. If you have received your tax bill for this year please send it with the contracts.

We will deduct our 5 percent commission from the initial payment.

We are sending this air mail, and if convenient would appreciate your returning it by air mail, as Mr. Williams is anxious to get signed up.

Yours very truly,

ED FLETCHER CO.

By

KLM



Gemini, Dogwood Row  
 Southern Pines, North Carolina  
 3 November, 1939

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

Dear Mr. Fletcher:

I am returning herewith by air mail the signed duplicate copies of the contract for the sale of the house at 19th and G Streets, together with the tax bill. We are very much pleased that you have been able to conclude this sale so satisfactorily.

Very truly yours,

*Ruth Burr Sanborn*  
 Ruth Burr Sanborn

Per Ruth Law:  
 Miss Sanborn to pay 3 mos. 20 days - \$24.36 -  
 Mr. Williams to pay - pro rate maintenance = 7.51.

39.87  
 24.36  
15.51

7.51 In  
 15.51 Pro rate 1st Inst taxes.  
23.02

1279.73 (66-11173)  
 73  
 34850  
 139.87  
 6.645 per mo  
 19.935  
 4.43  
 \$24.36  
 3) 6.645  
 2.215  
 4.430

Miss Sanborn to pay \$24.36  
 for 3 mos 20 days -



November 16, 1939

Miss Ruth Burr Sanborn  
Southern Pines, N. C.

My dear Miss Sanborn:

We have closed the sale of your house and enclosed herewith find contract of sale signed by Mr. and Mrs. Williams; also statement of your account, showing a balance due you of \$162.11 out of the \$400.00 payment.

Regarding the plumbing bill, the old hot water heater burst only a few days before we began negotiating with Mr. Williams to buy your house. It was an emergency and we have to have it replaced with a new one as the old one could not be repaired. It is too bad it happened before the deal came up and you had to go to this expense.

The contract calls for monthly payments. Do you want Mr. Williams to send the money direct to you, or would you like for us to continue collecting on the same basis we have collected the rent in the past.

When we got our tax bills we picked up the bill covering the orchard at Grossmont, and find that you have not paid the taxes since it was deeded to you in 1936, - the 1936 and 1938 taxes, amounting to \$6.79. We are taking the liberty of paying both the delinquent and current taxes on this lot, deducting same from the \$162.11, and enclose herewith the receipts.

If there is anything about the statement that you do not understand, please do not hesitate to write us. Enclosed find check for the balance due you of \$151.90.

Hoping we have handled this sale in a manner satisfactory to you, we are

Yours very truly,  
ED FLETCHER CO.

By

Gemini, Dogwood Road  
Southern Pines, North Carolina  
18 December, 1939


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

Dear Mr. Fletcher:

I received the contract of sale of the house to Mr. and Mrs. Williams, and was very much pleased with your conclusion of the matter. I should be glad if you would continue to collect the monthly payments through your office,

In regard to the taxes on the orchard at Grossmont: I feel that there must be some error. I have here the receipted bill for the 1939 taxes on this property, dated November 16; and also my canceled check, to <sup>for 3.42</sup> Ira C. Robinson, Collector, for November 8, 1937. We have recently moved, and have also had a fire, and in the resulting confusion I have thus far been unable to find any receipt for the 1938 taxes. I am sure, however, that these were also paid. Would you be good enough to take the matter up for me from that end, or should I write directly to Mr. Robinson?

Very truly yours,

  
Ruth Burr Sanborn



December 28, 1939

Miss Ruth Burr Sanborn  
Gemini, Dogwood Road  
Southern Pines, No. Carolina

My dear Miss Sanborn:

Answering your letter of December 18th we will continue collecting for you. Enclosed find check for \$23.75 which is the Dec. 1st payment from Mr. Williams, which we have credited \$20.80 interest from Oct. 20th to December 1st, and the balance \$4.20 applied to principal, and \$1.25 collection fee.

Concerning taxes, if you find both receipts for the same year and will send them to us we will be glad to collect the overpayment for you. You remember there are two taxes to pay on this piece of property, the state and county taxes, also the irrigation district taxes which you have paid to Mr. Ira C. Robinson. Is it possible that you have overlooked the fact that there are two separate tax bills to pay each year on this property. We will be glad to get this matter straightened out for you if you will send us the necessary receipts showing double payment.

Yours very truly,

ED FLETCHER CO.

By

KLM

January 5, 1940

Miss Ruth Burr Sanborn  
Gemini, Dogwood Row  
Southern Pines, No. Carolina

My dear Miss Sanborn:

Mr. Williams who bought your house is a veteran entitled to \$1,000 exemption on property owned, and he would like to get the advantage of this on his tax, but cannot do so unless the title stands in his name. He has asked us to ask you if you would be willing to give him a deed to the property now and take back a note and deed of trust as security.

He is reliable, has a good job with the gas company and I understand he is will to stand all expense in relation thereto except the cost of the policy of title insurance which you have to pay in any event when you convey title.

He has not made much of a payment as yet but believe he is thoroly reliable and would recommend this be done if agreeable to you. The cost of the policy of title insurance will be around \$30.00. If you decide to do this, send us a grant deed conveying the property to Mr. Williams and his wife as joint tenants, the same as in the contract of sale and we will deposit it with the title company to hold until they have a note and deed of trust for you.

Yours very truly,

ED FLETCHER CO.

By

KLM



January 30, 1940

Miss Ruth Burr Sanborn  
Gemini, Dogwood Row  
Southern Pines, North Carolina

My dear Miss Sanborn:

Mr. Williams was in a day or two ago  
to inquire if we had heard from you in answer to  
our letter of January 5th.

If you do not want to convey title at  
this time, he wants to know if you are willing for  
him to have his signature notarized and record his  
copy of the contract.

Yours very truly,

ED FLETCHER CO.

By

KLM

February 3, 1940

Miss Ruth Burr Sanborn,  
Gemini, Dogwood Row  
Southern Pines, N. C.

My dear Miss Sanborn:

Answering your letter of January 23th, we  
are sending you a grant deed to Joseph C. Williams and Kate  
L. Williams, which please sign and have your signature  
acknowledged before a notary public.

You can send this deed back to us to handle the  
escrow for you, or you can send it to the Southern Title &  
Trust Company, with instructions not to deliver the deed  
until they can deliver to you a trust deed note in the sum of  
\$3321.90 plus interest from February 1st, 1940. Mr. Williams  
made his monthly payment yesterday for February.

As Mr. Williams want to get the title in his  
name before March 1st, so he can claim veterans' exemption,  
will you please return the deed as soon as possible. I am sorry  
to hear that you have had illness in your family but hope every  
one is better now. There is lot of sickness here in California  
too, but nothing serious except colds and coughs, and measles.

Yours sincerely,

ED FLETCHER CO.

By

KLM



**To Have and to Hold** the above granted and described premises unto the said Grantee.....his.....  
heirs and assigns forever.....

**In Witness Whereof**, said Corporation has caused this deed to be signed by its President and.....  
.....Secretary and its Corporate Seal to be affixed thereto, this.....1st.....  
day of.....May....., 19..37..

**Grossmont Park Company**

.....  
PRESIDENT

.....  
SECRETARY

STATE OF CALIFORNIA, }  
COUNTY OF SAN DIEGO. } ss.

On this.....1st.....day of.....May....., 19..37., before me,.....

.....the undersigned....., a Notary Public in and for the said.....  
County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared

.....ED FLETCHER.....

known to me to be the ..... President and.....WILLIS H. FLETCHER.....

known to me to be the ..... Secretary of the Corporation that executed the within instru-  
ment, 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 the County of San Diego, the day and year in this  
certificate first above written.

.....  
NOTARY PUBLIC IN AND FOR THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

MY COMMISSION EXPIRES....Oct..2, 1937.....

MAIL TO.....  
.....  
CORPORATION  
Brant Deed  
TO  
Dated.....



**Grossmont Park Company**, a Corporation, having its principal place of business in the County of San Diego, California, pursuant to a resolution of its Board of Directors, for and in consideration of the sum of.....Ten and no/100.....DOLLARS

**Does Hereby Grant** to.....BRUNKER.....

**All that Real Property** situated in.....La Mesa, Lemon Grove & Spring Valley Irrigation.....

District and in the.....  
County of San Diego, State of California, bounded and described as follows:

All that real property situated in Section 20, Township 16 South, Range 1 West, S. B. M., County of San Diego, State of California, bounded and described as follows:  
Commencing at the Northeast corner of said Section 20; thence West along the North line of said Section 20, being also the South line of Grossmont Park Subdivision No. 3, according to Map thereof No. 1528, filed in the office of the County Recorder of San Diego County, California, West 10.00 feet to the true point of beginning; thence South  $0^{\circ} 35'$  East 64.05 feet to the beginning of a tangent curve concave Northwesterly and Having a radius of 300 feet; thence Southwesterly along said curve thru an angle of  $3^{\circ} 30'$ , 18.33 feet; thence leaving said curve West 225.47 feet to the Easterly line of that certain parcel conveyed by Grossmont Park Company to Richard Francis and wife by Deed dated Oct. 3, 1930 and recorded in Book 1834 page 453 of Deeds, records of San Diego County; thence North  $4^{\circ} 24' 30''$  West along the Easterly line of the land so conveyed 82.61 feet to the said North line of Section 20; thence along the said North line of Section 20, East 231.54 feet to the true point of beginning.

RESERVING, however, unto the Grantor herein its successors and assigns, an easement and right of way for public road purposes over the Easterly 20 feet of the above described land, and also reserving the right to dedicate said right of way to the public to be used as a public street or highway.

approval, in writing, first had and obtained. provided further that in no case shall any dwelling worth less than \$3500 and/or of any exterior construction other than stucco be permitted  
THIRD: That no farm animals other than saddle horses and chickens shall ever be kept or allowed to be kept upon the premises herein described and said premises shall not be used for commercial poultry or livery business.

FOURTH: That no part of said premises shall ever be used for the purpose of drilling thereon for or producing oil, gas, or like minerals therefrom without the written consent of the Grantor first had and obtained.

FIFTH: That no obnoxious or offensive or noisy factory, trade or business shall ever be operated or carried on upon said premises.

SIXTH: That no outside lavatories or toilets shall be permitted upon said premises or any portion thereof but all lavatories or toilets shall be built in the interior of the buildings erected thereupon and be connected with a cesspool, septic tank or sewer.

SEVENTH: That neither said premises nor any portion thereof shall ever be used, lived upon or occupied by any person or persons other than of the Caucasian race; provided, however, that if persons not of the Caucasian race be kept thereon by a Caucasian occupant strictly in the capacity of servants or employees actually engaged in the service of the occupant or in the care of said premises for such occupant, such circumstances shall not constitute a violation of this condition.

EIGHTH: That the foregoing conditions, restrictions and covenants with the exception only of those contained in Paragraph Seventh shall terminate and be of no further force and effect on and after January 1, 1948.

NINTH: The grantor herein reserves a right of way six (6) feet in width across the within described property with right of ingress and egress for the use of public utilities, water pipes or conduits, the same to be located along the most convenient line through said lot or lots, but such location or construction not to interfere with the existing improvements, and any pipes so laid to be at least eighteen (18) inches below the surface of the ground; and if the above described property is crossed by any pipe line of the La Mesa, Lemon Grove and Spring Valley Irrigation District now in place, then this instrument is made subject to said right of way as heretofore granted.

TENTH: That only one such residence, together with the outbuildings above mentioned, shall be permitted upon said land at any time unless the grantor, its successors or assigns, consents thereto in writing.

ELEVENTH: That any breach or violation of any of the conditions, covenants or restrictions hereinbefore contained shall cause all the legal and/or equitable title to the premises with respect to which the breach occurs, together with the improvements thereon and appurtenances thereto belonging, to be forfeited to and revert to the Grantor, or its successors or assigns, each of whom shall have the right of immediate entry upon and recovery of such premises in such event; such right to be wholly the property of and enforceable by the Grantor and not to inure to the benefit or detriment of any other owners in the tract, or other persons; provided further that the breach of any of such conditions, covenants or restrictions, or re-entry or reversion of title by reason thereof shall not defeat or render invalid the lien of any mortgage or trust deed made in good faith and for value upon said premises affected by such breach or forfeiture, but said conditions, restrictions, reservations and covenants shall be binding upon and effective against any subsequent owner of said realty; and as cumulative and additional remedy any such breach or violation, or the continuance thereof, may be enjoined, abated or remedied by appropriate proceedings. No waiver of, or acquiescence in, any breach of any of the covenants, conditions or restrictions above contained shall be construed or effective as a waiver of or acquiescence in any other or succeeding breach of the same or any other covenant, condition or restriction.



**Grossmont Park Company**, a Corporation, having its principal place of business in the County of San Diego, California, pursuant to a resolution of its Board of Directors, for and in consideration of the sum of.....Ten and no/100.....DOLLARS

**Does Hereby Grant** to.....BRUNKER.....

Subject to all easements and rights of way of record.

Subject also to the following restrictions, reservations and conditions:

FIRST: That said premises shall be used for residential, horticultural, viticultural and/or agricultural purposes only, provided, however, that Lots fronting on El Cajon Boulevard may also be used for business or commercial purposes.

SECOND: That before the placing, erection or construction of any building or buildings upon said property or any portion thereof there shall first be furnished to and approved by the Grantor herein, its successors and assigns, complete plans and specifications for such buildings and for the landscaping and improvement of those portions of said property not occupied by such buildings; provided that said building or buildings shall be erected wholly in accordance with such plans and specifications which shall include the location and direction of facing of such building or buildings upon said property, and no building may be erected on said premises without such approval, in writing, first had and obtained. provided further that in no case shall any dwelling worth less than \$3500 and/or of any exterior construction other than stucco be permitted

THIRD: That no farm animals other than saddle horses and chickens shall ever be kept or allowed to be kept upon the premises herein described and said premises shall not be used for commercial poultry or livery business.

FOURTH: That no part of said premises shall ever be used for the purpose of drilling thereon for or producing oil, gas, or like minerals therefrom without the written consent of the Grantor first had and obtained.

FIFTH: That no obnoxious or offensive or noisy factory, trade or business shall ever be operated or carried on upon said premises.

SIXTH: That no outside lavatories or toilets shall be permitted upon said premises or any portion thereof but all lavatories or toilets shall be built in the interior of the buildings erected thereupon and be connected with a cesspool, septic tank or sewer.

SEVENTH: That neither said premises nor any portion thereof shall ever be used, lived upon or occupied by any person or persons other than of the Caucasian race; provided, however, that if persons not of the Caucasian race be kept thereon by a Caucasian occupant strictly in the capacity of servants or employees actually engaged in the service of the occupant or in the care of said premises for such occupant, such circumstances shall not constitute a violation of this condition.

EIGHTH: That the foregoing conditions, restrictions and covenants with the exception only of those contained in Paragraph Seventh shall terminate and be of no further force and effect on and after January 1, 1948.

NINTH: The grantor herein reserves a right of way six (6) feet in width across the within described property with right of ingress and egress for the use of public utilities, water pipes or conduits, the same to be located along the most convenient line through said lot or lots, but such location or construction not to interfere with the existing improvements, and any pipes so laid to be at least eighteen (18) inches below the surface of the ground; and if the above described property is crossed by any pipe line of the La Mesa, Lemon Grove and Spring Valley Irrigation District now in place, then this instrument is made subject to said right of way as heretofore granted.

TENTH: That only one such residence, together with the outbuildings above mentioned, shall be permitted upon said land at any time unless the grantor, its successors or assigns, consents thereto in writing.

ELEVENTH: That any breach or violation of any of the conditions, covenants or restrictions hereinbefore contained shall cause all the legal and/or equitable title to the premises with respect to which the breach occurs, together with the improvements thereon and appurtenances thereto belonging, to be forfeited to and revert to the Grantor, or its successors or assigns, each of whom shall have the right of immediate entry upon and recovery of such premises in such event; such right to be wholly the property of and enforceable by the Grantor and not to inure to the benefit or detriment of any other owners in the tract, or other persons; provided further that the breach of any of such conditions, covenants or restrictions, or re-entry or reversion of title by reason thereof shall not defeat or render invalid the lien of any mortgage or trust deed made in good faith and for value upon said premises affected by such breach or forfeiture, but said conditions, restrictions, reservations and covenants shall be binding upon and effective against any subsequent owner of said realty; and as cumulative and additional remedy any such breach or violation, or the continuance thereof, may be enjoined, abated or remedied by appropriate proceedings. No waiver of, or acquiescence in, any breach of any of the covenants, conditions or restrictions above contained shall be construed or effective as a waiver of or acquiescence in any other or succeeding breach of the same or any other covenant, condition or restriction.



February 17, 1940

Union Title Insurance & Trust Company  
San Diego, California.

Order No. 304818

Gentlemen:

Will you please issue a policy of title insurance in the sum of \$3750.00, showing Lot 1 in Block 20 of Culverwell's Addition, free and clear in the name of Ruth Burr Sanborn, a single woman, excepting taxes due but not delinquent and subject to any easements and rights of way of record.

Enclosed find Southern Title & Trust Company policy of title insurance No. 114054 which was issued in 1937 covering this property.

Miss Sanborn is selling this property to Joseph C. Williams and Kate L. Williams, husband and wife as joint tenants, and is taking back a deed of trust for the unpaid balance of the purchase price. We will furnish you with deed and deed of trust in a few days so you can continue the policy in Williams' name subject to this deed of trust.

We will appreciate it very much if we can get the deed of record by the last of next week, as Mr. Williams wants to own it of record before the 1st of March.

Yours very truly,  
ED FLETCHER CO.

By

KLM

# AGREEMENT FOR THE SALE OF REAL ESTATE

THIS AGREEMENT, made in duplicate and entered into this 20th day of October, 1939 between RUTH BURR SANBORN of Southern Pines, North Carolina, hereinafter called the SELLER, First Party, and JOSEPH C. WILLIAMS and KATE L. WILLIAMS, husband and wife as joint tenants, hereinafter called the BUYER, Second Party.

WITNESSETH: That said Seller for and in consideration of the covenants and agreements on the part of said Buyer hereinafter contained agrees to sell and convey unto said BUYER and the BUYER agrees to purchase subject to the conditions and covenants herein contained all that certain lot, piece or parcel of land situate in the County of San Diego, State of California, more particularly described as follows:

House and lot on the southwest corner of 19th & G Streets, San Diego California, the legal description being as follows:

Lot One (1), Block Twenty (20) of Culverwell's Addition as per Map thereof No. 143 filed June 3, 1970 in the office of the County Recorder of San Diego County, California, all in the city of San Diego, County of San Diego, State of California.

For the sum or price of Thirty-Seven Hundred Fifty and no/100 Dollars (\$3750.00) lawful money of the United States, which said sum or price BUYER agrees to pay to the SELLER in the following manner, to-wit:

FOUR HUNDRED and no/100 DOLLARS (\$400.00) cash upon the execution and delivery of this contract and the further sum of Thirty-three Hundred Fifty and no/100 Dollars (\$3350.00) with interest from date hereof on the amounts of principal remaining from time to time unpaid at the rate of five (5) percent per annum, principal and interest payable in monthly installments of Twenty-five and no/ 100 Dollars (\$25.00) or more on the 1st day of each and every month commencing December 1st, 1939 and continuing until payment in full of principal and interest, except as below provided; each of said payments being first credited to accrued interest and the remainder on the principal sum, interest then ceasing on the amount so credited to principal; all the balance of principal to mature in all events fifty-nine (59) months from the date of this contract.



Subject to all easements, rights of way, conditions, reservations and restrictions of record.

The Buyer shall be entitled to the reasonable use and occupation of said premises so long as no default exists hereunder; the Buyer agrees to pay promptly and seasonably all costs of work, labor and/or materials, appliances and other expenses relative to improvements constructed or work done upon the premises, including all costs of the Seller in posting and filing notices of non-liability; and Buyer also agrees to pay, before delinquency during the full term of this agreement, all taxes, assessments and public charges of every kind and nature now a lien or hereafter levied or assessed against the property, including particularly all charges and commodities supplied to the premises by public utility corporations.

Buyer also agrees to keep and maintain improvements, which may be erected upon the premises, in good condition and repair.

Buyer hereby agrees to pay his pro rata share of the 1939 taxes; Buyer also hereby agrees to pay any unearned fire insurance now on said premises and to hereafter/carry fire insurance policy in a company acceptable to the Seller.

Time is hereby declared to be the essence of this contract, and should purchaser fail or neglect to make said deferred payments, or any of them at the time and in the manner herein provided, then and in that event the said Seller shall be at once released from any and all obligations to make any conveyance hereunder, or to convey the property herein described to said Buyer. It being agreed that it is impossible to fix and determine the actual damages arising out of the failure of said purchaser to make said deferred payments, it is hereby agreed that all moneys paid upon the purchase price of said property shall be by the said Seller retained and held as and for liquidated damages arising and caused by the failure of the Buyer to comply with the terms hereof.

And the Seller, on receiving such payments, at the times and in the manner above mentioned, agrees to execute and deliver to the said Buyer, or their assigns, a good and sufficient Grant Deed and to furnish a good policy of title insurance in amount equivalent to the purchase price showing title

to said land to be vested in the Grantor in such deed, free from encumbrances at the date of said conveyance, except such encumbrances as are herein assumed or agreed to be paid by Buyer or to which this agreement and the rights and interests of the Buyer are made subject.

And it is understood that the stipulations aforesaid are to apply and bind the heirs, executors, administrators and assigns of the respective parties to this agreement.

The above described premises are now occupied by a tenant and sale of this property is made subject to such occupancy and the Buyer hereby agrees to make his own arrangements with the tenant for possession. Rent to be pro-rated as of November 1st, 1939.

WITNESS our hand and seal this 20th day of October, 1939.

Seller

Buyer



COLLECTION NAME ED FLETCHER

SERIES & FOLDER TITLE GROSSHART PARK

[illegible]

COLLECTION NAME ED FLETCHER.

SERIES & FOLDER TITLE • GROSSMONT PARK

[illegible]



**Ed Fletcher Papers**

**1870-1955**

**MSS.81**

**Box: 23 Folder: 17**

**General Correspondence - Sanborn, Wilber  
J. and daughter Ruth Burr Sanborn**



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