

FOR FEDERAL INCOME TAX LIENS SEE SPECIAL INDEX

SUBDIVISION

LOS ANGELES COUNTY

EXCEPT TABS FOR

Blaa-Blac

GENERAL INDEX OF GRANTEES

UNLESS OTHERWISE INDICATED DOCUMENTS ARE COPIED IN OFFICIAL RECORDS

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1938

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(10)

It is Mutually Agreed That:

17. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may after deducting therefrom all its expenses, including attorney's fees, release any moneys so received by it or apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary of Trustee may require.

18. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

19. Should proceedings be instituted to register title of said property under any Land Title Law, Trustor will pay upon demand all sums expended by Trustee or Beneficiary, including attorney's fees, and forthwith deliver to Beneficiary all evidences of title.

20. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness. Trustee may consent to the making of any map or plat of said property; to join in granting any easement or creating any restriction thereon; to join in any subordination or other agreement affecting this Deed or the lien or charge thereof; to reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be \$5.

21. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of said property, and of any personal property located thereon, with or without taking possession of the property affected hereby, reserving unto Trustor the right prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits earned prior to default as they become due and payable. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner impair the subsequent enforcement by Beneficiary of the right, power, and authority herein conferred upon it.

22. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

23. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

24. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, or should this Deed and said note not be eligible for insurance under the National Housing Act within 8 months from the date hereof (written statement of any officer or employee of the Federal Housing Administration dated subsequent to 8 months' time from the date of this Deed, declining to insure said note and this Deed, being deemed conclusive proof of such ineligibility), Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for same, and of written notice of default and of election to cause the property to be sold, which notice Trustee shall cause to be duly filed for record. Beneficiary shall also deposit with Trustee this Deed, the note and all documents evidencing expenditures secured hereby.

25. Notice of sale having been given as then required by law and not less than 3 months having elapsed after recording of such notice of default, Trustee, without demand on Trustor, shall sell said property at the time and place of sale fixed by it in the notice of sale, either as a whole or in several parcels and in such order as Trustee may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, may purchase at the sale. Trustee shall apply the proceeds of sale to payment of (1) the expenses of such sale, together with the reasonable expenses of this Trust, including therein Trustor's fees in the following amounts based upon the amount secured hereby and remaining unpaid: 6 1/2 percent on the first \$1,000 thereof, 2 percent on the next \$7,000 thereof, and 1 1/2 percent on the balance thereof, said sum to include counsel fees if any are incurred; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 5 percent per annum; (4) all other sums then secured hereby, and (5) the remainder, if any, to the person or persons legally entitled thereto.

26. Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed and its place of record, which, when recorded in the office of the County Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

27. The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed is hereby waived, to the full extent permissible by law.

28. Any Trustor who is a married woman hereby expressly agrees that recourse may be had against her separate property, but without hereby creating a present or any lien or charge thereon, for any deficiency after sale of the property hereunder.

29. This Deed shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the parties herein. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein.

30. Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party herein of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

31. This Deed shall be construed according to the laws of the State of California.

32. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him if a mailing address is set out opposite his signature hereto.

MAILING ADDRESS FOR NOTICES.
Street and Number City and State.

State of California, County of Los Angeles (ss).

SIGNATURE OF TRUSTOR.

Chas. W. French
Florence B. French

On this 2nd day of

August, 1938, before me, the undersigned, a Notary Public in and for said County, personally appeared Chas. W. French and Florence B. French, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same. WITNESS my hand and official seal.

(NOTARIAL SEAL)
for said County and State.

Lauren C. Shaffer, Notary Public in and

INDEXED AS TRUST DEED AND ASSIGNMENT OF RENTS.

#139 Copy of original recorded at request of TITLE INSURANCE & TRUST CO., Aug. 5, 1938,
8:30 A.M. Copyist #4. Compared R.L. Hazen, County Recorder, By A.C. Lutter, (44) Deputy
\$4.60-36.M.

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CHATTEL MORTGAGE BY CORPORATION.

THIS MORTGAGE, made this 29th day of June, 1938, by Monrovia Airport, Incorporated, a California corporation, a corporation of Monrovia, County of Los Angeles, State of California, Mortgagor, to Albert Blackburn and Milton C. Harrold, tenants in common, of Monrovia, County of Los Angeles, State of California, by occupation --, Mortgagees.

WITNESSETH: That the said Mortgagor mortgages to the said Mortgagees all that certain personal property situated and described as follows, to-wit:

One Fairchild KR-21 Two Place Open Land Biplane, Manufacturer's Serial No. 1032, powered by 100 H.P. Kinner K-5 Engine, License No. NC 209V (1930)

One Waco QCF Three Place Open Land Biplane, Manufacturer's Serial No. 3572, powered by 165 H.P. Continental A-70 Engine, License No. NC11490 (1931)

One Waco ZQC Five Place Cabin Land Biplane, Manufacturer's Serial No. 4442, powered by 285 H.P. Jacobs L-5 Engine, License No. NC16239 (1936)

One Taylor J-2 Two Place Cabin and Monoplane, Manufacturer's Serial No. 1070, powered by 40 H.P. Continental A-40-5 Engine, License No. NC17570 (1936)

One Piper J-3 Two Place Cabin Land Monoplane, Manufacturer's Serial No. 2037,

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 18807
 35
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 18

powered by 40 H.P. Continental A-40-4 Engine, License No. NC20237 (1937)

Two Switlik Safety Parachutes, Manufacturer's Nos. X-614 and X-615.

Located at Monrovia Airport, Huntington Drive and Shamrock Avenue, in Monrovia, Los Angeles County, California.

As security for the payment to Albert Blackburn & Milton C. Harrold, the said Mortgagees of Eight Thousand and No/100 Dollars, lawful money of the United States of America, on the 29th day of June, 1941, with interest at the rate of six (6) per cent per annum, according to the terms and conditions of that certain promissory note of even date herewith, and in words and figures following, to-wit:

\$8,000.00

Monrovia, California, June 29th, 1938.

Three years after date, for value received, Monrovia Airport, Incorporated, a California corporation, promises to pay to Albert Blackburn and Milton C. Harrold, tenants in common, or order, at the office of Monrovia Airport, Incorporated, Monrovia, California, the sum of Eight Thousand and No/100 Dollars, with interest at the rate of six (6) per cent per annum from May 21, 1938, until paid, interest payable quarterly; and if not so paid to be compounded, and bear the same rate of interest as the principal; and should the interest not be paid when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in lawful money of the United States. This note is executed in compliance with a resolution of the Board of Directors of said Corporation, duly adopted at a regular meeting of said Board and transcribed in full in the minutes of said meeting.

(CORPORATE SEAL)

Monrovia Airport, Incorporated,
By Albert Blackburn, President
Attest: M.C. Harrold, Secretary

IT IS ALSO AGREED, that if the Mortgagor shall fail to make any payment, as in the promissory note provided, then the Mortgagees may take possession of the said property, using all necessary force so to do, and may immediately proceed to sell the same in the manner provided by law, and from the proceeds pay the whole amount of said note specified, and all costs of sale, including counsel fees not exceeding ten (10) per cent upon the amount due, paying the overplus to the said Mortgagor, all of said costs, including said counsel fees, being hereby secured. The said Mortgagor does hereby state, declare and warrant, that it is the sole and separate owner of all the within mentioned personal property and that there are no liens or incumbrances or adverse claims of any kind whatever on any part thereof, except \$1,039.20 unpaid balance on purchase contract covering Piper J-3 2PCLM, NC20237.

(CORPORATE SEAL)

Monrovia Airport, Incorporated,
By Albert Blackburn, President
Attest: M.C. Harrold, Secretary

State of California, County of Los Angeles)ss. On this 1st day of August, A.D., 1938, before me, Charlotte Bartholomew, a Notary Public in and for the said County and State, personally appeared Albert Blackburn, known to me to be the President, and M. C. Harrold, known to me to be the Secretary of the Monrovia Airport, Incorporated, the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein 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 the day and year in this certificate first above written.

(NOTARIAL SEAL)

Charlotte Bartholomew, Notary Public in and for said County and State. My commission expires Sept. 4, 1940.

State of California, County of Los Angeles)ss. Albert Blackburn, being first duly sworn, on oath, deposes and says: that he is the President of the Monrovia Airport, Incorporated, a corporation, the Mortgagor named in the foregoing mortgage, and as such officer is authorized to make this affidavit; that the aforesaid mortgage is made in good faith and without any design to hinder, delay or defraud any creditor or creditors.

Albert Blackburn

Subscribed and Sworn to before me this 1st day of August, 1938.

(NOTARIAL SEAL)

Charlotte Bartholomew, Notary Public in and for said County and State. My commission expires Sept. 4, 1940.

State of California, County of Los Angeles)ss. Albert Blackburn and Milton C. Harrold, tenants in common, mortgagees in the foregoing mortgage named, being duly sworn, depose and say: That the aforesaid mortgage is made in good faith and without any

FOR ASSIGNMENT
Milton C. Harrold
Set 17 1938
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design to hinder, delay or defraud any creditor or creditors.

M. C. Harrold
Albert Blackburn

Subscribed and Sworn to before me this 1st day of August, 1938.

(NOTARIAL SEAL)

Charlotte Bartholomew, Notary Public in and for said County and State. My commission expires Sept. 4, 1940.

#1038 Copy of original recorded at request of MORTGAGEE, Aug. 5, 1938, 1:22 P.M.
Copyist #4. Compared. R.L.Hazen, County Recorder, By *A.C. Little*, (44) Deputy
\$1.60-11.B.

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Original.

MORTGAGE OF CHATTELS.

Loan No. FDT 9463

THIS MORTGAGE, MADE this 14th day of July, 1938, by Elsie Hayes, of Wilmar, State of California, by occupation -, Mortgagor, to Turner Loan Company, Mortgagee.

WITNESSETH: That said Mortgagor hereby mortgages to the said Mortgagee all of that certain personal property located at 115 W. Glendon Way, Wilmar, Calif., and described as follows, to-wit: 1 single stone ladies diamond ring; 1 ladies diamond cluster ring; 1 wedding ring, circle of small diamonds; 1 Chevrolet coach, 1930, engine #1914501; 1 trailer, 4 wheels, built in 1937, box type, license #Illinois 361746; 1 dining car trailer on 2 wheels and equipment as follows: 1 Water Heater; 1 cook stove; 2-3'x1½' griddles; 2 dish sinks; 1 steam table; all dishes and cooking utensils; 9 four peg wooden stools; 1 9x10 grey Wilton rug; 1 taupe and blue velour davenport; 1 taupe mohair arm chair; 1 Verni Marten wall bed and inner spring mattress; 1 mahogany radio table; 4 pr. blue, benna and gold interlined damask drapes; 4 panel figured lace curtains; 1 Wedgewood side oven range; 1 maple drop leaf table and 4 chairs; 1 "Frost River" metal ice box; 1 "Silvertone" portable radio #16323.

As security for the payment by Mortgagor of a promissory note in the sum of Four Hundred Thirteen and 73/100 Dollars (\$413.73) payable \$27.58 on the 1st day of September, 1938, and the sum of \$27.58 on the 1st day of each successive month for 13 months, and \$27.61 on November 1, 1939, which includes interest at the rate of ten per cent per annum payable monthly on all deferred payments. In the event of a default of any payment of principal or interest herein when due, then the whole sum of principal shall become immediately due and payable at the option of the holder of this mortgage, and the holder of said mortgage shall be entitled to the immediate possession of the chattels hereinabove set out. By reference, an agreement executed by the above parties contemporaneously herewith is hereby incorporated herein. I hereby state that I have read the foregoing mortgage and coincidental agreement and that I understand clearly the provisions as set forth therein.

NOTE: It is against the law to remove mortgaged property without the consent of mortgagee.

Elsie Hayes, Mortgagor

State of California, County of Los Angeles)ss.

On this 14th day of July,

A.D., 1938, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Elsie Hayes, known to me to be the person whose name is/are 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 the day and year in this certificate first above written.

(NOTARIAL SEAL)

Constance Turner, Notary Public in and for the said County and State. My commission expires Aug. 25, 1939.

#797 Copy of original recorded at request of MORTGAGEE, Aug. 5, 1938, 9:41 A.M.
Copyist #4. Compared. R.L.Hazen, County Recorder, By *A.C. Little*, (44) Deputy
\$1.00-6.M.

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DEED OF RECONVEYANCE

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, the indebtedness to be paid secured by the Deed of Trust made, executed and delivered on November 23, 1936, by Orville R. Caldwell and Audrey A. Caldwell, his wife, to Corporation of America, as Trustee for Bank of America National Trust and Savings Association, as Beneficiary, which Deed of Trust was recorded on December 15, 1936, in the office of the County Recorder of County of Los Angeles, State of California, in Book 14601 of Official Records, at Page 235, et seq., has been fully paid; and WHEREAS, Corporation of America is now the Trustee under said Deed of Trust; NOW THEREFORE, the Corporation of America, a corporation, as said Trustee, does hereby grant, remise, release and reconvey to the person or persons legally entitled thereto, all the estate and interest derived to it, by or through said Deed of Trust, in the lands therein described, together with the appurtenances; special refer-

State of America.

Fee No. 33 Two Dollars. Service No. 2549 American Consular Service Fee Stamp \$2,
Athens, Greece, Jul 7, 1938.

1992 Copy of original recorded at request of Title Insurance & Trust Co. Aug 5, 1938
6:30 A.M. Copyist #161, Compared. R. L. Hazen, County Recorder, By J. Spangler Deputy.
\$3.00-20-H

DEED OF TRUST

THIS DEED OF TRUST made this twenty-ninth day of June, 1938 between MONROVIA AIRPORT, INCORPORATED, a California corporation, herein called Trustor, SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, a National Banking Association, herein called Trustee, and ALBERT BLACKBURN and MILTON C. HARROLD, tenants in common, herein called Beneficiary.

WITNESSETH: That Trustor grants, transfers and assigns to Trustee in trust with power of sale, that property in Los Angeles County, California, described as:

The West half of Lot 14 Section 25, Township 1 North, Range 11 West, S. B. E. & M., of the Subdivision of the Rancho Azusa de Duarte, as per Map recorded in Book 6, Pages 80 81, and 82, Miscellaneous Records of Los Angeles County, except such portions thereof as are now included in roads. That portion of Lot 3, Section 36, Township 1 North, Range 11 West of the Subdivision of the Rancho Azusa de Duarte, as per Map recorded in Book 6, Pages 80, 81 and 82 Miscellaneous Records of Los Angeles County, described as follows:

Beginning at the northwest corner of said Lot 3; thence North 89°00'30" East along the Northerly line of said Lot 3, 663.73 feet to the Northeast corner of the West half of said Lot 3; thence South 13°08'26" West 500.52 feet to the beginning of a tangent curve concave to the East having a radius of 2000.00 feet; thence southerly along said curve 355.77 feet; thence South 2°56'55" West and tangent to said curve at its point of ending, 421.65 feet to a point in the Northerly line of the right of way of the Santa Fe Railway Company, 50 feet in width; thence South 88°56'55" West along said Northerly line of the right of way 457.24 feet to a point in the Westerly line of said Lot 3; thence North 0°58'08" West along said Westerly line 1257.38 feet to the point of beginning.

Subject (1) To covenants, conditions, restrictions, reservations, rights, rights of way, easements and assessments of record if any and (2) to promissory note, dated June 1, 1938 secured by deed of trust to LOS ANGELES TRUST & SAFE DEPOSIT COMPANY, a California corporation, as Trustee and SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, as Beneficiary for the principal sum of Twelve Thousand Dollars (\$12,000.00) with interest on unpaid principal at the rate of six per cent (6%) per annum; principal and interest payable in installments of One Hundred Seventy Dollars (\$170.00) or more on the first day of each and every calendar month beginning on the first day of July 1938 and continuing until said principal and interest have been paid.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT HOWEVER to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by one promissory note substantially in the following form and performance of each agreement of Trustor herein contained.

\$5,000.00

Los Angeles, California, June 29, 1938

On or before three (3) years after date for value received, I promise to pay to ALBERT BLACKBURN and MILTON C. HARROLD, tenants in common, or order, at the office of MONROVIA AIRPORT, INCORPORATED, Monrovia, California, the sum of Five Thousand and no/100 Dollars with interest from May 21, 1938 until paid, at the rate of six per cent per annum, payable quarterly. Should interest not be so paid it shall thereafter bear like interest as the principal. Should default be made in payment of interest when due, the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note, I promise to pay such sum as the Court may fix as attorney's fees. This note is secured by deed of trust to SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, a National Banking Association. (Corporate Seal)

MONROVIA AIRPORT, INCORPORATED,

Albert Blackburn, President,

M. C. Harrold, Secretary.

ASSIGNMENT TO
Albert Blackburn
18804
40
Official Records C

A. To protect the security of this Deed of Trust, Trustee agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary, upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustee. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so, may without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at seven per cent per annum.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: recover any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be duly filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

At least three months having elapsed after recordation of such notice of default, Trustee shall give notice of sale as then required by law, and, without demand on Trustor, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at seven per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. Trustee's fees for its ordinary duties hereunder shall be: (a) For sale of property, exclusive of posting, advertising and other costs and expenses, a fee, hereby agreed to be reasonable, computed on the unpaid balance of all sums secured hereby at the following rate: on the first \$1000.00 or part thereof, 6 1/2%; with a minimum of \$50.00; on the next \$7000.00, 2%; on the next \$42,000.00, 1 1/2%; on the next \$50,000.00, 1%; and on all above \$100,000.00, 1/2% of 1%. If sale proceedings be discontinued before sale, a reasonable fee, depending upon services performed, will be charged. (b) For partial or full reconveyance, a reasonable fee, with a minimum of \$5.00 and \$2.00 respectively.

8. Trustor, or if said property shall have been transferred, the then record owner, together with Beneficiary, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged by each and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to said Trustee, who shall endorse receipt thereon upon such instrument of substitution. The procedure herein provided for substitution of Trustees shall be exclusive of all other provisions for substitution, statutory or otherwise.

9. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall include not only the original Beneficiary hereunder but also any future owner and holder, including pledgees, of the note secured hereby. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

10. Trustor accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustor is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustor.

C. THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of default and of any notice of sale hereunder be mailed to him at his mailing address opposite his signature hereto. Failure to insert such address shall be deemed a waiver of any request hereunder for a copy of such notices.

Mailing Address for Notices

Street and Number City State

Huntington Drive Monrovia, California. (Corporate Seal)

& Shamrock Avenue

MONROVIA AIRPORT, INCORPORATED
Albert Blackburn, President,
M. C. Harrold, Secretary.

State of California, County of Los Angeles) On this 1st day of August A.D. 1938

before me, Charlotte Bartholomew, a Notary Public in and for the said County and State, personally appeared Albert Blackburn, known to me to be the President and M. C. Harrold, known to me to be the Secretary of the MONROVIA AIRPORT, INCORPORATED, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation herein 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 the day and year in this certificate first above written.

(Notarial Seal)

Charlotte Bartholomew, Notary Public in and

for said County and State.

Indexed as Trust Deed and Assignment of Pmt.

#1039 Copy of original recorded at request of Grantee Aug 5, 1938 1:22 P.M.

Copyist #161, Compared. R. L. Hazen, County Recorder, By

\$5.80-28-B

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NOTICE OF COMPLETION

NOTICE is hereby given that BEN M. RUHIG, whose address is 1059 Argyle Street, City of Chicago, County of-- State of Illinois, as owner in fee simple of the land herein described, caused a certain building and work of improvement to be made and constructed upon said land; that the contract with respect to same was made with (no general contractor) as contractor, on the -- day of-- 19-- that the said building and work of improvement as a whole was completed on the 29th day of July, 1938 and that the land on which said building and work of improvement was made and constructed is in the City of Los Angeles, County of Los Angeles, State of California, and is described as follows: Lots 586 and 585, Tract 974B, as per Map recorded in Book 138, Pages 16 to 19 of Maps, in the office of the County Recorder of said County; EXCEPT the Northwesterly 15 feet of said Lot 585.