

Berta McGurdy, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.
(NOTARIAL SEAL)

John T. Lewis Notary Public in and for the County of San Benito, State of California. My commission expires May 24, 1944.

FILED NO 23458

Filed for record at the request of John T. Lewis Jan 17 1942 at 5 min. past 10 o'clock A.M.

CHAS. A. FAINE
Syl C. Rully

RECORDER
Deputy Recorder

Fee 1.00 25 compared doc. *Paine* compared book *J. B. ...*

Jan 22 1942
U.S. DEPT. OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CANCELED

1080
45

THIS INSTRUMENT, made and entered into this 8th day of January, 1942, by and between The Permanente Corporation, a California corporation, hereinafter called "Permanente", and The Permanente Metals Corporation, a Delaware corporation, hereinafter called "Metals",

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and other good and valuable considerations, the receipt whereof is hereby acknowledged, Permanente does hereby grant, bargain, sell and convey to Metals all that real property situated in the County of Santa Clara, State of California, more particularly described as follows:

PARCEL 1

All that real property situate in Section 16 of Township 7 South, Range 2 West, M.D.M. and M., in the County of Santa Clara, State of California, being a portion of that parcel of land described as "Parcel No. 7" and conveyed to The Permanente Corporation by the Santa Clara Holding Co., Ltd., by deed recorded July 12, 1939 in Book 542 of Official Records of Santa Clara County, California, at page 290 thereof, particularly described as follows:

Book 10
37 + 38

BEGINNING at a 2" iron pipe monument marking the most northerly corner of that certain 47.5 acre parcel of land described as "Parcel A" and conveyed to the Todd-California Shipbuilding Corporation by The Permanente Corporation by deed recorded April 12, 1941, in the Office of the County Recorder of Santa Clara County, State of California, in Book 1029 of Official Records at page 408 thereof, said 2" iron pipe monument being also in the northwesterly line of Rancho San Antonio;

RUNNING THENCE from said point of beginning along said northwesterly line of said Rancho San Antonio North 45° 12' west a distance of 1149.30 feet to a 2" iron pipe monument; thence continuing along said Rancho line North 43° 39' 39" West a distance of 185.60 feet to a 3" iron pipe monument marking the point of intersection of said Rancho line with the northerly line of Lot 3 of Section 16, Township 7 South, Range 2 West, M.D.M. and M.; thence leaving said Rancho line and running along the northerly line of said Lot 3 north 89° 15' 08" west a distance of 633.16 feet to the northwest corner thereof; thence along the northerly line of the Southwest Quarter of the Northwest Quarter of said Section 16 North 89° 12' 05" West a distance of 1272.92 feet to the Northwest corner thereof; thence along the westerly line of said Southwest quarter of the Northwest Quarter of Section 16, South 0° 35' 02" West a distance of 1919.00 feet to a 2" iron pipe monument marking the Southwest corner thereof; thence south 39° 45' 21" East a distance of 1329.45 feet to the most westerly corner of aforesaid "Parcel A"; thence along the northwesterly line of said "Parcel A" north 31° 30' 50" East a distance of 200.00 feet to an angle point in the northwesterly line of said "Parcel A", which angle point is also the most westerly corner of that certain 12.52 acre parcel of land conveyed to the Todd-California Shipbuilding Corporation by The Permanente Corporation by deed recorded May 19, 1941 in the Office of the County Recorder of Santa Clara County, State of California, in Book 1041 of Official Records, at page 43 thereof; thence along the northwesterly line of said 12.52 acre parcel of land north 35° 08' 20" East a distance of 981.75 feet to the most northerly corner of said 12.52 acre parcel of land; thence along the northeasterly line of said 12.52 acre parcel of land north 34° 51' 40" East a distance of 603.55 feet to the most easterly corner of said 12.52 acre parcel, which corner is in the northwesterly line of aforesaid "Parcel A"; thence along the northwesterly line of said "Parcel A" north 33° 06' 20" East a distance of 1106.95 feet, more or less, to said point of beginning, containing 161.76 acres, more or less.

PARCEL 2

All that real property situate in Section 16 of Township 7 South, Range 2 West, M.D.M. and M., in the County of Santa Clara, State of California, being a portion of that parcel of land described as "Parcel No. 7" and conveyed to The Permanente Corporation by the Santa Clara Holding Co., Ltd., by deed recorded July 12, 1939 in Book 942 of Official Records of Santa Clara County, California, at page 290 thereof, particularly described as follows:

[Handwritten signature]

BEGINNING at a point in the southerly line of that certain 17.5 acre parcel of land described as "Parcel 1" and conveyed to the Todd-California Shipbuilding Corporation by The Permanente Corporation by deed recorded April 12, 1941 in the Office of the County Recorder of Santa Clara County, California, in Book 1029 of Official Records, at page 108 thereof; distant thereon north 88° 44' 20" west 156.32 feet from the most southerly corner of said "Parcel 1".

THENCE THENCE from said point of beginning north 35° 09' 32" West a distance of 50.00 feet; thence south 35° 09' 32" west a distance of 170.00 feet; thence north 37° 31' 31" west a distance of 274.20 feet to a point in the southerly line of said "Parcel 1"; thence along said southerly line of "Parcel 1" south 88° 44' 20" West a distance of 600.00 feet, more or less, to said point of beginning, containing 0.58 acres, more or less.

RESERVED, however, to Permanente, its successors, grantees and assigns, the easements as follows:

1. An easement over Parcel 1, hereinafter described for the right to excavate for, install, maintain, use, replace and repair, for the purpose of conveying gas, such pipeline or lines as it shall from time to time direct, with necessary valves and other appliances within a strip of land 10.00 feet in width and lying 5.00 feet on each side of a center line described as follows:

BEGINNING at a point in the northwesterly line of that certain 17.5 acre parcel of land designated "Parcel 1" and conveyed to the Todd-California Shipbuilding Corporation by The Permanente Corporation by deed recorded April 12, 1941 in the Office of the County Recorder of Santa Clara County, California, in Book 1029 of Official Records at page 108 thereof; distant thereon south 35° 08' 20" West 173.43 feet from the most northerly corner of said "Parcel 1".

THENCE THENCE from said point of beginning north 87° 42' 20" West a distance of 91.58 feet; thence north 89° 08' 10" west a distance of 89.80 feet; thence south 89° 03' 30" west a distance of 968.28 feet; thence south 40° 50' 30" west a distance of 441.30 feet; thence south 1° 34' 20" West a distance of 295.55 feet; thence south 14° 20' 20" west a distance of 144.92 feet; thence south 51° 40' 20" west a distance of 201.48 feet; thence south 63° 20' 10" west a distance of 30.72 feet; thence south 66° 22' 20" west a distance of 74.27 feet; thence south 68° 07' 50" west a distance of 103.43 feet; thence south 61° 27' 50" west a distance of 98.30 feet; thence south 69° 27' 50" west a distance of 76.43 feet to a point in the southwesterly line of Parcel 1 hereinafter described, distant thereon south 39° 45' 21" West 219.98 feet from the most southerly corner of said Parcel 1.

TOGETHER WITH the right to assign to any third party or parties the easement to use said strip of land 10.00 feet in width above described either solely, or jointly and concurrently with Permanente, for the purposes above specified.

2. A non-exclusive easement over Parcel 2, hereinafter described, of ingress and egress over a roadway to be constructed and maintained by Metals within the following described area, to-wit:

A strip of land 100.00 feet in width lying contiguous to the southwesterly line of Parcel 2 hereby conveyed and being continuous between the southwesterly and northerly lines of said Parcel 2.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances; subject, however, to the reservations of the easements hereinafter described. Said easements shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, said The Permanente Corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its officers first thereunto duly authorized on the day and year hereinafter first written.
(CORPORATE SEAL)

THE PERMANENTE CORPORATION

By E.E. Traflet, Jr., Vice-President

By G.G. Sherwood, Asst. Secretary

STATE OF CALIFORNIA 156 On this 13th day of January, in the year 1942, before me Nellie I. COUNTY OF ALAMEDA) Phillips, a Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared E.E. Traflet, Jr., and G.G. Sherwood known to me to be the Vice-President and Asst. Secretary respectively, of the Permanente Corporation, the corporation that executed the within instrument, and known to me to be the persons who executed said instrument on behalf of said corporation and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Alameda the day and year in this certificate first above written.

(NOTARY'S SEAL)

Nellie I. Phillips Notary Public in and for the County of Alameda, State of California.

My commission expires April 17, 1944

FILE NO 234540

Filed for record at the request of California Pacific Title & Trust Company
Jan 17 1942 at 2 min. past 9 o'clock A.M.

210

CHAS. A. BYRNE
K.B. O'Brien
Recorder
Deputy Recorder

Fee 2.50 221
comparator 100, *Volume 11* comparator book 5 *103*
RECORDED IN BOOK 103 PAGE 103

RECORDED IN BOOK 103 PAGE 103
RECORDED IN BOOK 103 PAGE 103

DEED OF TRUST
WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 11th day of January, 1942, between F.C. Kilpatrick and Dorothy S. Kilpatrick, his wife, as trustor, Wells Fargo Bank & Union Trust Company, as trustee, and West Coast Life Insurance Company, as beneficiary, WITNESSETH: That trustor irrevocably grants, transfers, and assigns to trustee in trust, with power of sale, the property in Santa Clara County, California, described as:

All that certain real property situate in the City of Palo Alto, County of Santa Clara, State of California, described as follows:
ALL OF LOT 23, in Block 2, as shown upon that certain Map entitled, "Map of Re-Subdivision of Lots 1 to 4 Inclusive, Block 2 and of Block 3 of Subdivision No. 7 Eagle Trust," which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on August 19, 1925 in book 9 of Maps, at page 36.

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 PURPOSES OF SECURING Performance of each agreement of trustor herein contained and payment of the sum of \$9,000.00 with interest thereon according to the terms of a promissory note, dated January 11th., 1942, payable to beneficiary or order and made by trustor.

1. Privilege is reserved to pay the debt secured hereby in whole or in an amount equal to one or more principal payments past due on the note, on the first day of any month prior to maturity, provided written notice of intention so to do is given at least thirty days prior to prepayment and provided that if the debt is fully paid prior to final maturity and at that time it is insured under the National Housing Act, trustor will also pay to beneficiary 1% of the original principal amount thereof, except that in no event shall such adjusted premium exceed the aggregate amount of mortgage insurance premium charges which would have been payable by beneficiary if the debt secured hereby had continued to be insured until final maturity.

2. Trustor agrees to pay to beneficiary in addition to the monthly payments of principal and interest payable under the terms of said note, on the first day of each month until said note is fully paid, the following sums:

a. If this deed of trust and the said note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the holder of such note in funds with which to discharge the said holder's obligation to the Federal Housing Administration for mortgage-insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The holder of the note shall, on the termination of its obligation to pay mortgage-insurance premiums, credit to the account of the trustor all payments made under the provisions of this subsection which the holder of the note has not become obligated to pay to the Federal Housing Administrator.

b. An installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this deed of trust; and an installment of the premium or premiums that will become due and payable to renew the insurance on the premises covered hereby against loss by fire or such other hazard as may be required by beneficiary in amounts and in a company or companies satisfactory to beneficiary; trustor agreeing to deliver promptly to beneficiary all bills and notices therefor. Such installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by beneficiary) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. Beneficiary shall hold such monthly payments in trust to pay such ground rents, premium or premiums and taxes and special assessments before the same become delinquent.

c. All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied by beneficiary to the following items in the order set forth.

291

