

Pursuant to Subdivision (b) of Section 12956.1 of the Government Code, the following notice is printed in 14-point boldface type.

NOTICE

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

RECEIVED & READ

SIGNATURE DATE

SIGNATURE DATE

of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand of Trustor, shall sell said property at the time and place fixed by it in said notice, of sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), 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 covering 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 and attorney's fees 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. 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 such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.

8. 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 mean the owner and holder, including assignee, of the note secured hereby, whether or not named as Beneficiary herein. In this deed, wherever the context so requires, masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9. 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 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 Trustee.

10. 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 address set forth below his signature hereto, which address is hereby declared to be a part of this Deed of Trust.

Street and Number	City	State	Signature of Trustor
746 Poplar St.	Santa Clara, Calif.		Wilfred H. Schmalbe
746 Poplar St.	Santa Clara, Calif.		Margarita C. Schmalbe

STATE OF CALIFORNIA)
 COUNTY OF SANTA CLARA) SS.
 On this 3rd day of July 1946, before me, Ross C. Averbach, a Notary Public in and for said County, personally appeared Wilfred H. Schmalbe and Margarita C. Schmalbe, 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) Eric C. Forcalco, Notary Public in and for said County and State.

FILED NO. 113441 Filed for record at the request of California Pacific Title Insurance Co. Jul. 16, 1946 at 11:11 P.M. recorded in Vol. 1351 of Official Records, page 291 at req., Santa Clara County Records.
 Fee 2.50 22X
 compared doc. with original compared book

EXPLANATION OF RESTRICTIONS, CONDITIONS, COVENANTS, AND AGREEMENTS AFFECTING the real property known as Central Oaks Trust which is situated in the City of San Jose, County of Santa Clara, State of California.

DECLARATION made and dated the 15th day of July A. D. 1945, by M. W. Pedersen and Marie M. Pedersen, his wife, and Edgar A. Pfeiffer and Lorenz Pfeiffer, his wife.

WERNER, E. W. Pedersen and Adela M. Pedersen, his wife and Homer A. Pfeiffer and Lorena Pfeiffer, his wife, are the owners of a certain tract of land in the City of Sunnyvale, County of Santa Clara, State of California, shown on a Map entitled "Central Oaks Tract", filed in the office of the County Recorder of the County of Santa Clara, State of California, July 15, 1946, in Volume 11 of Maps, page 17.

WERNER, the said owners are about to sell property shown on said Map which they desire to subject to certain restrictions, conditions, covenants and agreements between it and the purchasers of said property as hereinafter set forth.

NOW KNOWINGLY, the said owners declare that the above property is held and shall be conveyed subject to restrictions, conditions, covenants and agreements between it and the purchasers of said property and its successors or assigns, as hereinafter set forth.

CLAUSE 1: DURATION OF RESTRICTIONS

These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them until June 1, 1970, at which time said covenants and restrictions shall terminate.

CLAUSE 2: PROHIBITION OF LIVESTOCK

There shall never at any time be any cattle, hogs or other similar livestock or fowl permitted or maintained upon said property.

CLAUSE 3: RESIDENCE RESTRICTIONS

No store, grocery or mercantile business of any kind shall be maintained or carried on upon said property, nor shall said property be used for any purpose other than residence purposes, nor shall any building be erected or maintained upon said property, except private single family dwelling houses not more than two stories in height, exclusive of finished attic, if any, and with or without basement or cellar, and outhouses hereinafter permitted. Tenant houses, hotels, mess public boarding or lodging houses being expressly prohibited. There shall also be permitted to be erected and maintained the outhouses appurtenant to said dwelling houses. The term "outhouses" shall include private garages for the sole use of the owners or occupants of the lots or plots upon which said garages are erected and such private garages may be incorporated in and be made a part of said private dwelling houses. No trailer, boat, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. No structure shall be moved onto any lot unless it meets with the approval of the owners and only then if it shall conform to and be in harmony with existing structures in the tract. No more than one dwelling house shall be permitted on any one lot.

CLAUSE 4: SETBACK OF BUILDING

No building shall be erected on any building plot nearer than 20 feet to the front line nor nearer than 5 feet to any side lot line. The side line restrictions shall not apply to a garage located on the rear one-half of a lot, except that on corner lots no structure shall be permitted nearer than 10 feet to the side street line.

CLAUSE 5: LOT SIZES No lot shall be re-subdivided into building plots having less than 5000 square feet of area, nor shall any building be erected on any building plot having an area of less than 5000 square feet.

CLAUSE 6: IMPROVEMENTS No building shall be erected on any lot until the design and location thereof have been approved in writing by the owner or by a committee elected by the owners of a majority of lots in said subdivision. No dwelling costing less than \$5000.00 shall be permitted on any lot in the tract, and the ground floor area thereof, exclusive of entrance, porches, terraces, etc., not under the main roof, shall be not less than 500 square feet in the case of a one story structure, nor less than 550 square feet in the case of a one and one-half or two story structure.

CLAUSE 7: LIMITATION OF OWNERSHIP No persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

CLAUSE 8: MODIFICATION OF RESTRICTIONS None of the restrictions, conditions, covenants, charges and agreements contained in this Declaration may be repealed, waived, changed or modified except by decree of the Superior Court of the State of California, in and for the County of Santa Clara.

CLAUSE 9: SEWER DISPOSAL The City of Sunnyvale will lay sewer lines and water mains in this subdivision when same construction starts, and the City is called upon to do so.

CLAUSE 10: FENCES No fence, boundary wall or hedge shall have a greater height than six feet, and no such fence, wall or hedge situated within 20 feet of any street shall have a greater height than four feet; nor shall any tight board fence be erected within 20 feet of any street.

CLAUSE 11: VIOLATION OF RESTRICTIONS If the party hereto, or its successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein before June 1, 1970, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent the same from being or to recover damages or other fees for such violation.

CLAUSE 12: RIGHT TO ENFORCE The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the owner or owners of any property shown on said Map, their and each of their legal representatives, heirs, successors and assigns,

and failure by any property owner or his or her legal representative, heirs, successors or assigns, to enforce any of such restrictions, conditions, covenants and agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter.

CLAUSE 13: INVALIDATION Invalidations of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed these presents the day and year first hereinabove written.

R. W. Pedersen
Adele M. Pedersen
Homer A. Pfeiffer
Lorena Pfeiffer

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) SS.

On this 15th day of July, in the year one thousand nine hundred and forty-six before me, Peter H. Bond, a Notary Public in and for the County of Santa Clara, State of California, personally appeared R. W. Pedersen and Adele M. Pedersen, his wife, Homer A. Pfeiffer and Lorena Pfeiffer, his wife known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the County of Santa Clara, the day and year in this certificate first above written.

(NOTARIAL SEAL) Peter H. Bond, Notary Public in and for the County of Santa Clara, State of California.

FILING NO. 413444 Filed for record at the request of San Jose Abstract & Title Insurance Co. Inc. 16, 1945 at 3:25 P.M. recorded in Vol. 1351 of Official Records, page 293 et seq., Santa Clara County Records.

fee 2.20 13¢ CHAS. A. PAYNE, RECORDER compared book

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NOTICE OF COMPLETION Loan 10398

TO WHOM IT MAY CONCERN: Notice is hereby given that Joe Q. Seikel and Charles E. Terry the undersigned as two of the owners of the property hereinafter described, caused a building to be erected upon the property hereinafter described.

That the work on said building was actually completed on the 15th day of July 1946.

That the name of the contractor for said work is as follows.

That the nature of our title to said property is that of two of the sole owners in fee simple, and the address of said owner is 310 W. Santa Clara St. San Jose.

That the property hereinafter referred to and on which said building is located is situated in the County of Santa Clara, State of California, and described as follows:

Lot 5 as shown on a map entitled "Tract No. 255 ALAMO Terrace," filed in the office of the County Recorder of the County of Santa Clara, State of California, on the 21st day of January, 1946 in Book 6 of Maps, page 16.

Dated: July 15 1946.

Joe Q. Seikel
Charles E. Terry

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) SS.

Joe Q. Seikel and Charles E. Terry being duly sworn, say: that they are two of the owners of the property described in the foregoing notice; that they have read the foregoing notice, and know the contents thereof, and that the facts therein stated are true of their own knowledge.

Joe Q. Seikel
Charles E. Terry

Subscribed and sworn to before me this 15th day of July 1946.

(NOTARIAL SEAL)

Angie M. Tripp, Notary Public in and for the County of Santa Clara, State of California

My commission expires Jan. 25, 1949.

FILING NO. 413445 Filed for record at the request of Pioneer Investors Savings and Loan Association Jul. 16, 1946 at 3:35 P.M. recorded in Vol. 1351 of Official Records, page 295 et seq., Santa Clara County records.

fee 1.00 13¢ CHAS. A. PAYNE, RECORDER compared book

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KNOW ALL MEN BY THESE PRESENTS: That Mildred Thomas and Stelios B. Thomas of the County of Santa Clara, State of California do hereby abandon, release, and discharge from any and all claim by them as a co-tenant, the lot of land and premises situate, lying and being in the County of Santa Clara State of California, bounded and described as follows, to wit: