

**EL DORADO COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL  
MEETING OF FEBRUARY 26, 2008**

**AGENDA TITLE: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY DATED NOVEMBER 03, 2006**

**DEPARTMENT: AUDITOR-CONTROLLER**      **DEPT SIGNOFF:** *[Signature]*      **CAO USE ONLY** *Rob Heavney*

**CONTACT: SALLY ZUTTER/JOY SHAW** *[Signature]*

**DATE: 01/28/2008**      **PHONE: 621-5470**      *[Signature]*      *1/30/08*

**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**

On November 03, 2006, a Sale of Tax Defaulted Property was conducted by the Treasurer-Tax Collector's office. Parties of interest, as defined by Revenue & Taxation (R&T) Code §4675, were notified that the property identified as APN 061-590-53-100 was sold for \$42,855.77 more than the amount required to satisfy delinquent taxes & costs of the sale. Valid claim(s) have been filed for the excess proceeds due to the sale of the property. The Auditor-Controller's office has reviewed the claim(s) and supporting documents and is of the opinion that the claimant(s) are entitled to the proceeds pursuant to R&T Code §4675. The Auditor-Controller recommends that the Board of Supervisors authorize the Auditor-Controller to notify all valid claimants of the board's action(s) and disburse excess proceeds as determined by the Board.

<u>Claimant</u>	<u>Type</u>	<u>Recommended Distribution</u>
Shirley L. Schafer	Owner of record	21,427.89
Unclaimed	R&T Code §4674	21,427.88

**CAO RECOMMENDATIONS:**

Financial impact? ( ) Yes ( ) No      Funding Source: ( ) Gen. Fund ( ) Other  
Other: \_\_\_\_\_

<b>BUDGET SUMMARY:</b>	<b>CAO Office Use Only:</b>
Total Est. Cost _____	45's Vote Required. ( ) Yes ( <input checked="" type="checkbox"/> ) No
<b>Funding</b>	Change in Policy ( ) Yes ( <input checked="" type="checkbox"/> ) No
Budgeted _____	New Personnel ( ) Yes ( <input checked="" type="checkbox"/> ) No
New Funding _____	<b>CONCURRENCES:</b>
Savings _____	Risk Management _____
Other _____	County Counsel _____
Total Funding _____	Other _____
<b>Change in Net County Cost</b> _____	

**Explain**

**BOARD ACTIONS:**

<p><b>Vote:</b> Unanimous _____ Or _____</p> <p><b>Ayes:</b> _____</p> <p><b>Noes:</b> _____</p> <p><b>Abstentions:</b> _____</p> <p><b>Absent:</b> _____</p>	<p><b>I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors.</b></p> <p><b>Date:</b> _____</p> <p><b>Attest: Cindy Keck, Board of Supervisors Clerk</b></p> <p><b>By:</b> _____</p>
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# County of El Dorado

## OFFICE OF AUDITOR-CONTROLLER

360 FAIR LANE  
PLACERVILLE, CALIFORNIA 95667  
Phone: (530) 621-5487 Fax: (530) 295-2535

**JOE HARN, CPA**  
Auditor-Controller

**BOB TOSCANO**  
Assistant Auditor-Controller

January 28, 2008  
El Dorado County Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

Honorable Board Members:

**Title:**

Excess Proceeds from the Sale of Tax Defaulted Property dated November 03, 2006

**Recommendation:**

The Auditor-Controller recommends that the Board of Supervisors authorize the Auditor-Controller to disburse excess proceeds for APN 061-590-53-100 pursuant to the attached information.

**Reason for Recommendation:**

The recommendation is based on §4675 of the Revenue and Taxation Code.

**Fiscal Impact:**

No net impact.

**Action To Be Taken Following Approval:**

The Auditor-Controller will disburse funds as directed.

Yours very truly,

A handwritten signature in black ink, appearing to read "Joe Harn".

Joe Harn  
Auditor-Controller

enclosures  
JH/js



# County of El Dorado

## OFFICE OF AUDITOR-CONTROLLER

360 FAIR LANE  
PLACERVILLE, CALIFORNIA 95667  
(530) 621-5487

**JOE HARN, CPA**  
Auditor-Controller

**BOB TOSCANO**  
Assistant Auditor-Controller

January 24, 2008

Shirley L. Schafer  
830 Miranda Green  
Palo Alto, CA 94306

Re: Excess Proceeds Claim from the Sale of Tax Defaulted Property of November 03, 2006  
APN: 061-590-53-100 Default No.: 074160 Excess Proc. Available: \$42,855.77

Please be advised that the Auditor-Controller will present to the Board of Supervisors only valid original claims for excess proceeds meeting the requirements of Revenue and Taxation (R&T) Code §4675 or other applicable authority. The Auditor-Controller will present all valid claims with a recommendation for distribution to a duly noticed Board of Supervisor's public hearing.

The Auditor-Controller will notify all claimants submitting valid claims of the scheduled public hearing at least 20 calendar days in advance. The notice will include the recommended distribution and copies of any other valid claims for the same property. Parties with valid claims are not required to attend the public hearing; however, you may do so if you wish. Any interested person(s) may attend the public hearing.

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### NOTICE OF HEARING

The El Dorado County Board of Supervisors will hold a public hearing on **February 26, 2008, beginning at 9:00 o'clock a.m.**, regarding the determination of distribution of the excess proceeds from the Sale of Tax Defaulted Property dated **November 03, 2006**. The hearing will be held at the Board of Supervisors chambers located in Building A, 330 Fair Lane, Placerville, California, 95667. All claims, proof, supporting documents, and relevant information, submitted by valid claimants meeting the requirements of R&T Code §4675, will be forwarded to the Board of Supervisors office prior to the public hearing.

#### Claimant(s) Names and Addresses:

Shirley L. Schafer  
830 Miranda Green  
Palo Alto, CA 94306

<u>Claimant</u>	<u>Type</u>	<u>\$ Claimed</u>	<u>Recommendation</u>
Shirley L. Schafer	Owner of Record	42,855.77	21,427.89
Unclaimed	R&T Code §4674	-0-	21,427.88

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Following the determination of distribution for valid claims at the public hearing, the Auditor-Controller will notify valid claimants of the action taken by the Board of Supervisors. Pursuant to R&T Code §4675(b), any action or proceeding to review the decision of the Board of Supervisors must be commenced within 90 calendar days after the date of the Board of Supervisors decision. County warrants will be issued no sooner than 90 days after the date of the decision of the Board of Supervisors.

Please contact Sally Zutter, Accounting Division Manager, or myself, at the address above, or at 530/621-5470 with any questions.

Yours very truly,

A handwritten signature in black ink, appearing to read "Joy Shaw". The signature is fluid and cursive, with the first name "Joy" and last name "Shaw" clearly distinguishable.

Joy Shaw  
Deputy Auditor-Controller

/js

**C. L. Raffety, C.P.A.**

360 Fair Lane, Placerville, Calif. 95667  
Tax Collector (530) 621-5800



**CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY**

Mail to: El Dorado County Auditor-Controller  
Property Tax Division - Attn: Excess Proceeds  
360 Fair Lane  
Placerville CA 95667

Assessor Parcel Number: 061-590-53-106 Default Number: 074166-

Date of Tax Sale: Dec 8, 2006 Amount Claimed: \$ 42855.77

I, the undersigned claimant, request an award from the excess proceeds resulting from the sale of the above-referenced property. I am filing this claim within one year of the recordation of the Tax Collector's Tax Deed to purchaser.

I claim my status as a party of interest pursuant to §4675 of the California Revenue and Taxation Code (R&T Code). I hereby state that I am a rightful claimant as (check one):

- Lienholder of record prior to recording of tax deed to purchaser
- Assignee of a lienholder of record prior to recording of tax deed to purchaser
- Any person(s) with title of record to all or any portion of the property prior to the recordation of the tax deed to the purchaser.

If so, list *ownership type* (check one):

- Joint Tenancy
- Tenancy in Common
- Sole Owner
- Other (please list): \_\_\_\_\_

If so, list *percentage of ownership* for each claimant to this claim (attach additional list of names, as necessary):

Claimant 1 name: Shirleyh. Schafer Percentage of ownership: 50 %

Claimant 2 name: Lloyd J. Schafer Percentage of ownership: 50 %  
(deceased)

- Assignee of any person(s) with title of record to all or any portion of the property prior to the recordation of the tax deed to the purchaser.

If so, list *ownership type* (check one):

- Joint Tenancy
- Tenancy in Common
- Sole Owner
- Other (please list): \_\_\_\_\_

If so, list *percentage of ownership* for each claimant to this claim

RECORDED & INDEXED

(attach additional list of names, as necessary):

Claimant 1 name: NA Percentage of ownership: NA%

Claimant 2 name: NA Percentage of ownership: NA%

I base my status and right to claim on the attached documentation (check all that apply). Please review El Dorado County Resolution 342-2003. (Enclose copies of supporting documentation):

- Copy of claimant's trust deed or other evidence of lien or security interest. Included is information regarding:
  - the original amount of the lien or interest
  - the total amount of payments received reducing the original amount of the lien or interest
  - the amount still due and payable as of the date of the sale of the tax-defaulted property by the Tax Collector (including a schedule of any calculations)
  - any attempts to foreclose or collect on the loan
- Deeds
- Wills and/or death certificate(s)
- Court order(s)
- Escrow documents
- Property tax bills mailed to claimant
- Canceled checks showing payment of taxes
- Other (please list): Property deposit receipt

If this claim is an assignment, additional items need to be submitted with this claim. All assignment documentation submitted must be originals. Please review R&T Code §4675 and El Dorado County Resolution 342-2003 for further details.

I affirm under penalty of perjury that the foregoing is true and correct.

Executed this 27 day of March, 2007 at Mt. View, CA  
(day) (month) (year) (city and state)

Signature of Claimant(s): Shirley L. Schafer  
(If more than one claimant, each must sign) (Claimant signature(s) must be notarized)

Print Name(s): Shirley L. Schafer

Daytime Phone Number: 650-948-5332

Mailing Address: 830 Miranda Green  
Palo Alto, CA 94306

Notary: Attach notary statement(s)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Santa Clara } ss.

On March 27 2007 before me, Sharon L. Hawkins <sup>Notary Public</sup>  
personally appeared Shirley Schaefer  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



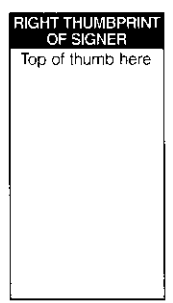
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
Sharon L. Hawkins  
Signature of Notary Public

**OPTIONAL**  
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**  
Title or Type of Document: Claim For Excess From Sale of Tax <sup>Default Property</sup>  
Document Date: \_\_\_\_\_ Number of Pages: 2  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**  
Signer's Name: See above  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney-in-Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



**Claim for tax sale proceeds of Assessors  
Parcel number 061-590-53-100  
Default Number 074160**

On June 14, 1969 my husband (Lloyd J. Schafer) signed the agreement to purchase the Gardner's Ranch (72 1/2 acres) which included the .43 acres parcel number 061-590-53-100.

See: Deposit receipt.

This property was split in two sections with the Hannums deeded 36 acres and the Schafer's, Lloyd J. and Shirley purchasing the 36 1/2 acres (Of which parcel number 061-590-53-100 was included).

See: Escrow papers from the title insurance company.

For some reason the .43 acres (parcel no. 061-590-53-100) was Quick Claim Deeded directly to myself and husband (Lloyd J. & Shirley Schafer) by the title insurance company as an accommodation. Is this where there was a clerical error in leaving Albert Gardner's name on the tax records?? Georgia Gardner signed all the papers and the balance of the ranch property had no problem in having a clear title.

See: Quick Claim Deed

Taxes were sent to us at our address

830 Miranda Green  
Palo Alto, California  
94306

And paid by us for 30 years.

See: Copy of Tax bills and cancelled check

My husband Lloyd passed away in December of 1999 and our trust was enacted.

See: Death certificate and copy of trust.

This makes me as acting trustee of our assets.

When the lawyer started to set up the trust and tried to clear the property to assign it to the trust his paralegal charged me over 3,000 dollars and could not clear the title. My lawyer then advised me to let the property go for taxes, which I did.

I thought this property was no longer worth anything and I had started to destroy old records. Luckily I remembered enough about the sale that I was able to obtain the quick claim deed from the county records, AND SEARCH MY REMAINING BOXES OF RECORDS FOR THE INFORMATION I HAVE FURNISHED YOU.

This brings us to the tax sale and the excess monies to which I am entitled to claim 100 percent \$42,855.77.

  
Shirley L. Schafer



TO: GEORGETOWN DIVIDE REALTY CO. AND MR. AND MRS. GARDNER

AGREEMENT TO PURCHASE


Dated: June 14, 1969

I agree to purchase from Mr. and Mrs. Gardner their two parcels of land that are comprised of 36.25 acres of land each for a total of 72.50 acres including on these parcels all improvements such as house and grounds, garage, barns, fences, etc. The two 36.25 acre parcels are located in the North East quarter section of Section 1, as shown on the Assessor's Map, County of El Dorado, Calif.

I agree further to purchase said parcels under the following conditions:

1. Purchase price for said total 72.50 acres including all improvements is \$50,000.00.
2. \$13,000.00 as downpayment.
3. 7½ percent interest annually computed monthly on unpaid balance of principal.
4. Period of loan to be carried by seller for balance (\$37,000.00) to be ten years.
5. Note covering the \$37,000.00 loan to include in it a clause allowing advance payment of the loan in whole or in part anytime without penalty.
6. Buyer approval of title search.
7. Seller will convey to buyer from his adjacent 21.30 acre parcel of land which is now the water supply for the house, barns, corrals, etc. to be purchased, water and water rights.
8. Buyer receives reasonably immediate occupancy.

Enclosed is my check for \$1,000.00 as consideration and good faith in this offer and agreement to buy.

  
Dated: June 14, 1969

DEPOSIT RECEIPT

No 1137

California June 14 1969

Received from Lloyd I Schaefer, here in called Buyer, the sum of one thousand & no/100 Dollars (\$1000.00)

cash [ ] personal check [ ] cashier's check [ ] or as deposit on account of purchase price of fifty thousand & no/100 Dollars (\$50,000.00) for the purchase of property, situated in

City of Greenwood, El Dorado County, California, described as follows:

Lot 1 and SE 1/4 of N 1/4 Sec 22 T22N R9E according to El Dorado County Assessor's map 5408-94 in sec 10-7124-AP5 N10B4M portion of the Redwood Ranch

NAME OF BUYER SHALL APPEAR ON THE DEED AS FOLLOWS:

Buyers to take title in 2 deeds to be named in escrow.

Buyer will deposit in escrow with T & I Return the balance of the purchase price within 15 days from date of acceptance hereof by Seller, as follows: see Exhibit A. Buyers except exhibit

A with the following changes: Item no 7 to read joint water rights to buyer & seller. Item no 8 provision to be 30 days from close of escrow. Seller reserve a mineral & utility easement to adjoining lands.

Seller will accept only principal payments in calendar year 1969 on the amount of \$37,000.00 balance to be secured by Reddy Trust on property sold.

IT IS FURTHER AGREED THAT

(1) If Buyer fails to pay the balance of said purchase price, or to complete said purchase as herein provided; the amounts paid herein shall be retained by Seiler as consideration for the acceptance of said offer.

(2) Title is to be free of liens and encumbrances other than those set forth herein. Title subject to buyer's approval of covenants; conditions; restrictions; right-of-way of record and current taxes. Evidence of title shall be a California Land Title Association standard coverage form policy of title insurance issued through T & I Return to be paid for by 15 buyers to sell. If seller is unable to convey a marketable title, except as herein provided, within three months after acceptance hereof by Seller, or if the improvements on said property be destroyed or materially damaged prior to transfer of title or delivery of agreement of sale, then upon demand of Buyer, said deposit and all other sums paid by Buyer shall be returned to Buyer, and this agreement as between Buyer and Seller shall be of no further effect, and Seller thereupon shall become obligated to pay all expenses incurred in connection with examination of title.

(3) Taxes, premiums on insurance acceptable to Buyer, rents, interest and other expenses of said property shall be pro-rated as of the date of transfer of title or delivery of agreement of sale. The amount of any bond or assessment which is a lien shall be paid by seller except that the amount of any delinquency now existing shall be paid by Seller. Seller shall pay cost of revenue stamps on deed and any expense connected with the removal of title defects.

(4) Possession of said property to be delivered to Buyer on closing escrow [ ] or not later than 30 days after closing escrow [ ]

(5) This offer shall be deemed revoked unless accepted in writing within 10 days after date hereof, and such acceptance is communicated to Buyer within said period.

(6) Time is of the essence of this contract, but Broker may, without notice, extend for a period of not to exceed one month the time for the performance of any act hereunder, except the time for the acceptance hereof by Seller and date of possession.

Georgetown Divide Realty Co. Real Estate Brpker

By Robert H. Sommer

Address PO Box 49 Cool Telephone 885-6808

The undersigned Buyer offers and agrees to buy the above described property on the terms and conditions above stated and acknowledges receipt of a copy hereof.

Address see Exhibit A

Telephone

Buyer

ACCEPTANCE

The undersigned accepts the offer and agrees to sell the property described herein on the terms and conditions herein set forth.

The undersigned agrees to pay Broker herein named and employed by the undersigned to sell said property as commission the sum of one thousand & no/100 Dollars (\$1000.00) or one-half of the amount paid by Buyer in the event the same is forfeited, provided such one-half shall not exceed the full amount of said commission.

The undersigned acknowledges receipt of a copy hereof.

Dated June 18, 1969

Address and Telephone Number of Seller:

Georgia A. Gardner Seller



# Title Insurance and Trust Company

110 MAPLE STREET · P. O. BOX 512 · AUBURN, CALIFORNIA 95603 · TELEPHONE (916) 885-6251

EARL F. EISING  
VICE PRESIDENT AND MANAGER

July 24, 1969

Mr. Lloyd J. Schafer  
Mr. Fred J. Hannum  
830 Miranda Green  
Palo Alto, California

Re: Order 80037-DW

Dear Sirs:

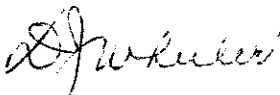
In connection with your purchase of the El Dorado County property from Georgia Gardner, we enclose herewith:

1. Inter-County Title Company's preliminary report 81793 indicating status of title -- you will note the report covers the entire Gardner ownership whereas you are acquiring only that portion lying within the areas shown marked with slashed lines on the plat.
2. Escrow instructions which set forth the sale as indicated by your brokers. In dividing the property in half, since the house sits on the lower half and represents approximately \$8000.00 of the value, Al Sommer directed us to split the \$37,000. in half and add the \$8000. value to the trust deed on the lower half and subtracting it from the trust deed and note on the upper half. If you find these instructions satisfactory, please sign and return the original, keeping the copy for your record. We will also need a cashier's check for the amount shown therein. PLEASE INDICATE Mr. Hannum's address on the instructions and on his trust deed.
3. Note and deed of trust for \$10,500. to be signed by Mr. and Mrs. Hannum, the trust deed to be SIGNED BEFORE A NOTARY PUBLIC, both to be returned.
4. Note and deed of trust for \$26,500. to be signed by Mr. and Mrs. Schafer, the trust deed to be SIGNED BEFORE A NOTARY PUBLIC, both to be returned.
- 5.

It is our understanding that the .43 acre is to be quit-claimed to Schafer and to be recorded as an accommodation only -- there will be no title insurance on this small parcel.

Very truly yours,

TITLE INSURANCE AND TRUST COMPANY

  
(MRS.) Dorothy J. Wheeler

Enclosures

cc: Georgetown Divide Realty Co.  
P. O. Box 49  
Cool, California

ESCROW INSTRUCTIONS

SELLERS  BUYERS  BORROWERS

From: Order No. 80037-DW

To: TITLE INSURANCE AND TRUST COMPANY: Date: July 23, 1969  
P. O. Box 512, Auburn, CA 95603

We hand you herewith cashier's check for \$12,217.30 together with note and deed of trust from Lloyd J. Schafer and wife for \$26,500. on the lower half (including house), and note and deed of trust from Fred J. Hannum for \$10,500. on upper half and have previously handed ~~you~~ <sup>broker</sup> \$1000.00 deposit

Which you will deliver when you obtain for ~~my~~ <sup>my</sup> our account a deed from Georgia A. Gardner. Our signatures on notes and trust deeds indicates approval of their terms and conditions. INTEREST IS TO COMMENCE AT CLOSE OF ESCROW;

(As an accommodation only and without run or liability, you are to record a quit-claim deed from Gardner to Schafer for the .43 acre property)

and when you can issue your standard form of joint protection policy of title insurance with liability not exceeding \$50,000.00 on the real property described  
PARCEL ONE: The Southeast quarter of the Northeast quarter of Section 1, Township 12 N., Range 9 East, MDB&M.,

showing title vested in LLOYD J. SCHAFFER and SHIRLEY L. SCHAFFER, husband and wife, as joint tenants, and PARCEL TWO: Lot 1 of the Northeast quarter of S. 1, T. 12 N., R 9 E. showing title vested in FRED J. HANNUM and VIRGINIA G. HANNUM, husband and wife, as joint tenants,

SUBJECT ONLY TO: (1) County taxes for the fiscal year 1969/70 not yet payable. Exceptions 2, 3, 4 of Inter County Title Preliminary report 81793 dated 6/20/69 ROAD & UTILITY EASEMENT RESERVED BY SELLER, and both deeds of trust abovementioned.

UPON CLOSE OF ESCROW YOU ARE AUTHORIZED TO DISBURSE FUNDS AS FOLLOWS:

Sale Price	50,000.00	
Deposit with broker		1,000.00
2 trust deeds & notes totalling		37,000.00
1/2 title policy fee \$350.	175.00	
Additional policy fee (2 sales)	7.50	
Drawing deeds of trust & notes	20.00	
Recording	14.80	
BALANCE DUE FROM BUYERS		12,217.30
TOTALS	\$50,217.30	\$15,217.30

Secure for us a pro-rata taxes as of close of escrow from seller. WE WILL REQUEST A SEGREGATION OF TAXES DIRECT FROM THE COUNTY TAX COLLECTOR AFTER CLOSE OF ESCROW.

Any amendment or supplement to these instructions must be in writing. The GENERAL PROVISIONS printed on the reverse side of this page of these instructions are by reference thereto incorporated herein and made a part hereof.

All documents, balances and statements are to be mailed to the undersigned at the address shown below.

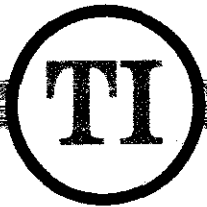
Lloyd J. Schafer  
Shirley L. Schafer  
Receipt Acknowledged.

Fred J. Hannum

TITLE INSURANCE AND TRUST COMPANY Address: 642 Ashbourne Dr.

By Shirley L. Schafer

Date \_\_\_\_\_ Telephone: 408 245-3057



TO 1012 FTC (7-68)  
California Land Title Association  
Standard Coverage Policy Form  
Copyright 1963

# POLICY OF TITLE INSURANCE

ISSUED BY

**Title Insurance and Trust Company**

Title Insurance and Trust Company, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.

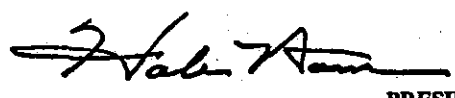
*In Witness Whereof*, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:

**COPY ONLY**

By \_\_\_\_\_  
Validating Officer

**Title Insurance and Trust Company**

by 

**PRESIDENT**

Copy of Policy  
No additional liability assumed

Attest

**SECRETARY**

# CONDITIONS AND STIPULATIONS

## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "land": the land described, specifically or by reference, in Schedule C and improvements affixed thereto which by law constitute real property;

(b) "public records": those records which impart constructive notice of matters relating to said land;

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;

(d) "date": the effective date;

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument; and

(f) "insured": the party or parties named as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, subject otherwise to the provisions hereof.

## 2. BENEFITS AFTER ACQUISITION OF TITLE

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

## 3. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

This policy does not insure against loss or damage by reasons of the following:

(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.

(b) Governmental rights of police power or eminent domain unless notice to the exercise of such rights appears in the public records at the date hereof.

(c) Title to any property beyond the lines of the land expressly described in Schedule C, or title to streets, roads, avenues, lanes, ways or waterways on which

such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.

(d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.

(e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value without knowledge.

## 4. DEFENSE AND PROSECUTION OF ACTIONS — NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the mortgage and indebtedness covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or, if an Insured in good faith leases or contracts to sell, lease or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or proceedings on the part of the Insured, or in writing, promptly notifying the Company of any de-

fect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

## 5. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 4(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

## 6. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy the Company shall have the option to purchase said indebtedness, such purchase payment or contract of payment of

(Conditions and Stipulations Continued and Concluded on Last Page of This Policy)

SCHEDULE A

Premium \$350.00

Amount \$ 50,000.00      Effective Date August 15, 1969  
at 3:36 p.m.

Policy No. 81793

INSURED

LLOYD J. SCHAFER AND SHIRLEY L. SCHAFER

FRED J. HANNUM AND VIRGINIA G. HANNUM

AND

GEORGIA A. GARDNER

1. Title to the estate or interest covered by this policy at the date hereof is vested in:

AS TO PARCEL NO. 1: LLOYD J. SCHAFER AND SHIRLEY L. SCHAFER,  
husband and wife, as Joint Tenants.

AS TO PARCEL NO. 2: FRED J. HANNUM AND VIRGINIA G. HANNUM,  
husband and wife, as Joint Tenants.

2. The estate or interest in the land described or referred to in Schedule C covered by this policy is a fee.

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

SCHEDULE B — (Continued)

PART II

1. General and Special Taxes for the fiscal year 1969-1970, and any assessments collected therewith, including possible personal property taxes, now a lien not yet payable.
2. Any taxes, assessments or charges that may be due the Georgetown Divide Public Utility District by reason of the land being situate in said District or by reason of service received from said District.
3. Rights of the public in and to so much of the herein described land as lies within the boundaries of any public highway or road.
4. Reservation of a right of way as contained in the deed  
Dated : August 7, 1969  
For : road and utility purposes  
Recorded : August 15, 1969 Book 945 Page 292 Official Records  
Affects : Parcel No. 1
5. AS TO PARCEL NO. 1:  
A deed of trust to secure an indebtedness of the amount stated herein and any other amounts payable under the terms thereof  
Dated : July 21, 1969  
Amount : \$26,500.00  
Trustor : Lloyd J. Schafer and Shirley L. Schafer, husband and wife  
Trustee : Title Insurance and Trust Company, a California corporation  
Beneficiary : Georgia A. Gardner  
Recorded : August 15, 1969 in book 945 page 293 Official Records
6. AS TO PARCEL NO. 2:  
A deed of trust to secure an indebtedness of the amount stated herein and any other amounts payable under the terms thereof  
Dated : July 21, 1969  
Amount : \$10,500.00  
Trustor : Fred J. Hannum and Virginia G. Hannum, husband and wife  
Trustee : Title Insurance and Trust Company, a California corporation  
Beneficiary : Georgia A. Gardner  
Recorded : August 15, 1969 in book 945 page 295 Official Records



FD 10121-1036-1 CCCC  
American Land Title Association Loan Policy  
Additional Coverage-1962  
of  
California Land Title Association  
Standard Coverage Policy-1963

## SCHEDULE C

The land referred to in this policy is described as follows:

All that certain real property situate in the County of El Dorado, State of California, more particularly described as follows:

**PARCEL NO. 1:**

The Southeast quarter of the Northeast quarter of Section 1, Township 12 North, Range 9 East, M.D.B.&M.

**PARCEL NO. 2:**

Lot 1 of the Northeast quarter of Section 1, Township 12 North, Range 9 East, M.D.B.&M.

CLTA 107 27 4-18-69  
3-69  
ALTA OR STANDARD COVERAGE

## INDORSEMENT

ATTACHED TO POLICY NO. 81793

ISSUED BY

### Title Insurance and Trust Company

The following exclusion from coverage under this policy is added to Paragraph 3 of the Conditions and Stipulations:

(\*) "Consumer credit protection, truth in lending or similar law."

The total liability of the Company under said policy and any indorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This indorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.



Title Insurance and Trust Company

**COPY**

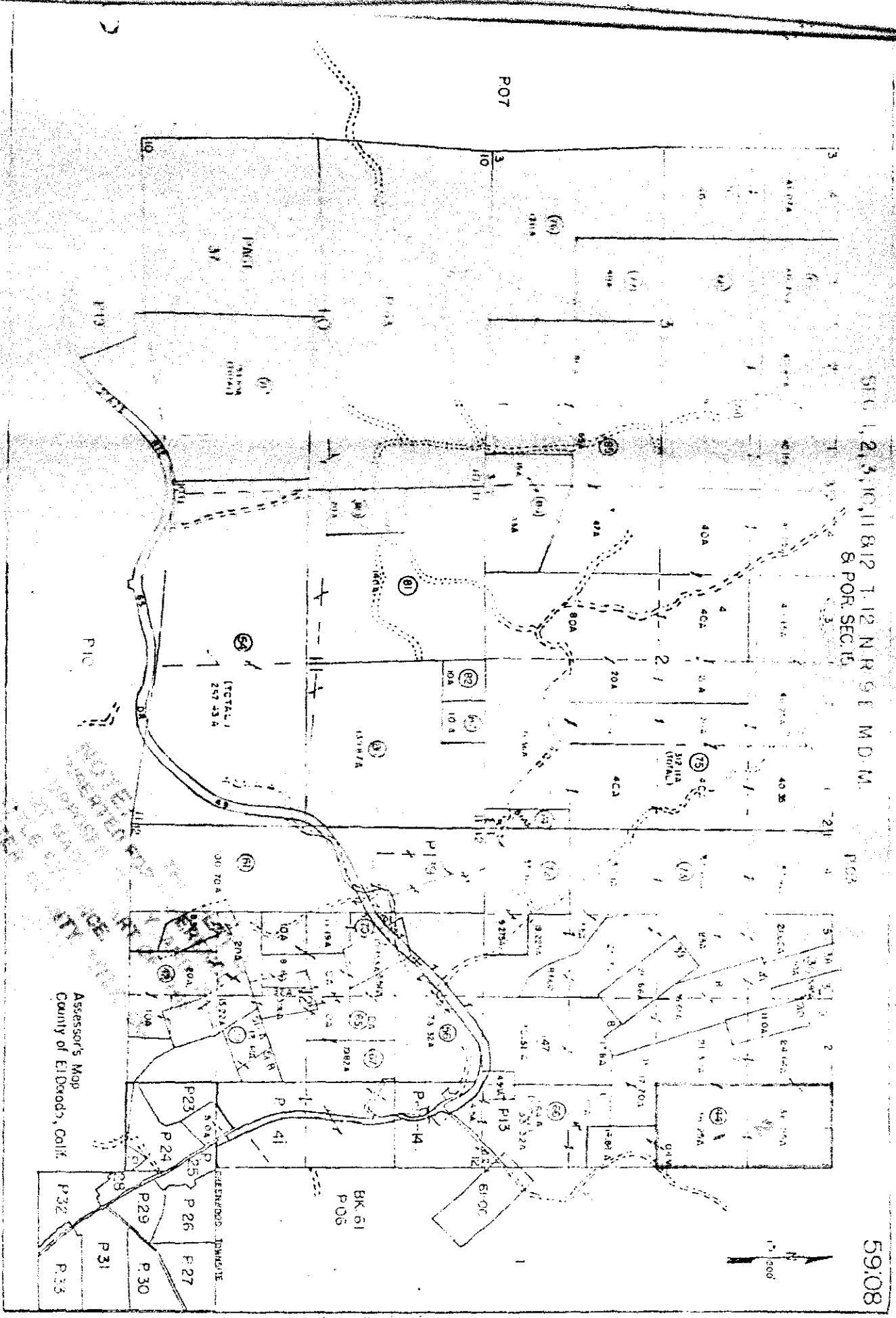
By

SECRETARY

SEC. 1, 2, 3, 10, 11 & 12 T. 12 N. R. 9 E. M. D. M.  
8 POR. SEC. 15

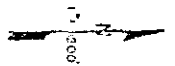
P. 03

59:08



Assessor's Map  
County of El Dorado, Calif.

NOTICE TO THE PUBLIC  
THIS MAP IS SUBJECT TO THE  
CITY OF EL DORADO



**CONDITIONS AND STIPULATIONS** (Continued and Concluded From Reverse Side of Policy Face)

The full amount of this policy together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

**7. PAYMENT OF LOSS**

(a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company; provided, however, if the owner of

an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage. Payment in full by any person or voluntary satisfaction or release by the Insured of a mortgage covered by this policy shall terminate all liability of the Company to the insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

**8. LIABILITY NONCUMULATIVE**

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the Insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment to the Insured under this policy. The provisions of this paragraph numbered 8 shall not apply to an Insured owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

**9. SUBROGATION UPON PAYMENT OR SETTLEMENT**

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If

loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the mortgage, or release any collateral security for the indebtedness, provided such act does not result in any loss of priority of the lien of the mortgage.

**10. POLICY ENTIRE CONTRACT**

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy.

No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

**11. NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy or to its Home Office, 433 South Spring Street, Los Angeles 54, California.

**12. THE PREMIUM SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.**



**Title Insurance and Trust Company**

RECORDING REQUESTED BY

TI #80037-DW  
IC #81793-WES

AND WHEN RECORDED MAIL TO

Name: Lloyd J. Schafer  
Street Address: 830 Miranda Green  
City & State: Palo Alto, CA

OFFICIAL RECORDS  
EL DORADO COUNTY-CALIF  
RECORD REQUESTED BY  
INTER-COUNTY TITLE CO.

Aug 15 3 36 PM 1969

JAMES W. SWEENEY  
COUNTY RECORDER

202

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENT TO

Name: Same as above  
Street Address:  
City & State:

TO 404 CA (11-64)

Joint Tenancy Grant Deed

U.S. STAMPS IN SPACE ABOVE

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

GEORGIA A. GARDNER

hereby GRANT(S) to

LLOYD J. SCHAFER and SHIRLEY L. SCHAFER, husband and wife, AS JOINT TENANTS,  
the real property in the unincorporated area, State of California, described as:  
County of El Dorado

The Southeast quarter of the Northeast quarter of Section 1, Township 12 North,  
Range 9 East, M.D.B. & M.

RESERVING THEREFROM unto the grantor, her heir, successors or assigns, a non-exclusive  
road and utility easement 50 feet in width over the existing road.

ALSO RESERVING THEREFROM unto the grantor, her heirs, successors or assigns, a non-  
exclusive easement for road and utility purposes 50 feet in width extending from  
the existing road first hereinabove reserved to the South line of Lot 1 of the  
Northeast quarter of said Section 1. The location of said road at the time of  
construction to be mutually agreed upon by the owner of the land herein conveyed  
and the owner of said Lot 1.

RECEIVED... \$ 27.50  
Signed: [Signature] Notary Public

Dated: August 7, 1969

[Signature] Georgia A. Gardner

STATE OF CALIFORNIA  
COUNTY OF El Dorado  
On August 11, 1969 before me, the under-  
signed, a Notary Public in and for said State, personally appeared  
Georgia A. Gardner

known to me  
to be the person whose name is subscribed to the within  
instrument and acknowledged that she executed the same.  
WITNESS my hand and official seal.

Signature: [Signature]  
Name (Typed or Printed): Nita Grimes



Title Order No. \_\_\_\_\_ Escrow or Loan No. \_\_\_\_\_

15834

EL DORADO  
COUNTY RECORDER

RECORDING REQUESTED BY

TI #80037-DW  
IC 81793-MES

AND WHEN RECORDED MAIL TO

Name  
Street Address  
City & State  
Mr. & Mrs. Fred J. Hannum  
643 Ashbourne Drive  
Sunnyvale, CA

OFFICIAL RECORDS  
EL DORADO COUNTY-CALIF  
RECORD REQUESTED BY

INTER-COUNTY TITLE CO.  
AUG 15 3 36 PM 1969

JAMES W. SWEENEY  
COUNTY RECORDER

200

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name  
Street Address  
City & State  
Same as above

TO 484 CA (11-66)

Joint Tenancy Grant Deed

APPLICABLE  
U. S. STAMPS IN SPACE ABOVE

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

GEORGIA A. GARDNER

hereby GRANT(S) to

FRED J. HANNUM and VIRGINIA G. HANNUM, husband and wife, AS JOINT TENANTS,  
the real property in the unincorporated area,  
County of El Dorado, State of California, described as:

**PARCEL ONE:** Lot 1 of the Northeast quarter of Section 1, Township 12 North, Range 9 East, M.D.B. & M.

**PARCEL TWO:** A non-exclusive easement for road and utility purposes 50 feet in width over the existing road across the Southeast quarter of the Northeast quarter of Section 1, Township 12 North, Range 9 East, M.D.B. & M., as reserved in the deed recorded concurrently herewith in favor of Lloyd J. Schafer and Shirley L. Schafer.

**PARCEL THREE:** A non-exclusive easement for road and utility purposes 50 feet in width extending from the existing road described in Parcel Two hereinabove and running Northerly to Parcel One hereinabove described. The location of said road at the time of construction to be mutually agreed upon by the owner of the hereindescribed property and the owner of the Southeast quarter of the Northeast quarter of Section 1, Township 12 North, Range 9 East, M.D.B. & M.

Occurrence No. 2750  
Grant Deed  
Signed by or for  
Name

Dated: August 7, 1969

*Georgia A. Gardner*  
Georgia A. Gardner

STATE OF CALIFORNIA }  
COUNTY OF El Dorado }  
On August 11, 1969 before me, the undersigned, a Notary Public in and for said State, personally appeared

Georgia A. Gardner

known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same WITNESS my hand and official seal.

Signature *Nita Grimes*  
Nita Grimes  
Name (Typed or Printed)



NITA GRIMES  
NOTARY PUBLIC - CALIFORNIA  
EL DORADO COUNTY

(This area for official notarial seal)

Title Order No. Escrow or Loan No.

END OF DOCUMENT MAIL TAX STATEMENTS AS DIRECTED ABOVE

BOOK 945 PAGE 294

15836

AND WHEN RECORDED MAIL TO

INTER-COUNTY TITLE CO.

AUG 15 3 36 PM 1969

JAMES W. SWEENEY  
COUNTY RECORDER

200

Name  
Street Address  
City & State  
Lloyd A. Schafer  
830 Mirando Green  
Palo Alto, CA

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name  
Street Address  
City & State

No tax due

APPLY TO \_\_\_\_\_ J. R. STAMPS IN THIS SPACE

0224-215

TO 402 CA (8-69)

# Quitclaim Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

GEORGIA A. GARDNER,

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to

LLOYD J. SCHAFER and SHIRLEY L. SCHAFER, husband and wife, as joint tenants,

the following described real property, in the unincorporated area county of El Dorado state of California:

BEGINNING at the quarter section corner common to Sections 1 and 6 in Township 12 North of Ranges 9 and 10 East, M.D.M., and running thence North along the West boundary of said Section 6, 3.54 chains to the corner of wire fence; thence North 76° East 2.50 chains to the road from Greenwood to Spanish Dry Diggings; thence along the center of said road nearly South 30-1/2° West 4.79 chains to the place of beginning, being a part of Lot No. 6 of the Northwest quarter of said Section 6, Township 12 North of Range 10 East, M.D.M. containing .43 of an acre.

Documentary Tax \$	
Signed - City or Agent	Firm Name

Dated July 21, 1969

*Georgia A. Gardner*  
 Georgia A. Gardner  
 Rt. 1 Box 11  
 Greenwood, California  
 95632

STATE OF CALIFORNIA  
 COUNTY OF EL DORADO }  
 On JULY 21, 1969 before me, the undersigned, a Notary Public in and for said State, personally appeared  
 GEORGIA A. GARDNER

\_\_\_\_\_ known to me to be the person whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same. WITNESS my hand and official seal.

Signature *Albert H. Sommer*

If executed by a Corporation, this form of Acknowledgment must be used.



15838

Title Order No. \_\_\_\_\_ Factor or Loan No. \_\_\_\_\_

END OF DOCUMENT

MAIL TAX STATEMENTS AS DIRECTED ABOVE

BOOK 945 PAGE 297

**EL DORADO COUNTY 1997-1998 SECURED PROPERTY TAX STATEMENT**  
 FOR FISCAL YEAR BEGINNING JULY 1, 1997 AND ENDING JUNE 30, 1998

**C. L. RAFFETY, C.P.A.**

TREASURER-TAX COLLECTOR  
 EL DORADO COUNTY  
 360 FAIR LANE  
 P.O. BOX 678002  
 PLACERVILLE, CA 95667-8002

TELEPHONE	
PLACERVILLE	SOUTH LAKE TAHOE
before Nov. 1, 1997	before Nov. 1, 1997
(916) 621-5800	(916) 573-3011
after Nov. 1, 1997	after Nov. 1, 1997
(530) 621-5800	(530) 573-3011

0030170 AT

\*\*AUTO T4 0 1060 94306-371630

PROPERTY DESCRIPTION	
.43 SEC 6 12 10	
LAND	IMPROVEMENTS
272	
PERSONAL PROPERTY INVENTORY	PERSONAL PROPERTY OTHER

FULL  
CASH  
VALUE



061-590-53-1-0  
 SCHAFFER LLOYD J & SHIRLEY  
 GARDNER ALBERT F  
 830 MIRANDA GREEN  
 PALO ALTO CA 94306-3716

OWNER  
AS OF  
JANUARY  
1ST

NUMBERS IN THIS SECTION INDICATE  
 PARCEL YEARS, OR LINDQUIST TAXES

DEFAULT NO.

RETAIN THIS PORTION  
 FOR YOUR RECORDS

BILL NO.	PARCEL NUMBER	TAX RATE AREA	FIRST INSTALLMENT	SECOND INSTALLMENT	=	TOTAL TAX DUE	
39485	061-590-53-1-0	083-001	1.49	1.49		2.98	
VALUE BEFORE HOMEOWNER EXEMPTION	X	GENERAL TAX RATE	=	GENERAL TAX	LESS EXEMPTION	NET GENERAL TAX	SPECIAL ASSESSMENT
272		1.0999		2.98	.00	2.98	.00
EXEMPTION	CD	EXEMPTION	CD	EXEMPTION	CD	NET VALUE	
						272	

COUNTY GENERAL TAX RATE OF \$1.00 IS  
 DISTRIBUTED TO ALL TAXING AGENCIES  
 BASED UPON COMPUTED PERCENTAGE  
 FACTORS.

DISTRIBUTION				DISTRIBUTION			
AGENCY	RATE	PHONE #	\$ AMOUNT	AGENCY	RATE	PHONE #	\$ AMOUNT
COUNTY WIDE	1.0000		2.71				
BLK OAK M BDG B&I	.0594		.16				
GTWN DIV PUD	.0405		.11				
TOTAL GENERAL TAX			2.98				
TOTAL TAX			2.98				

11-20-97  
 Pd 1.49 ch # 3155  
 1/2 pmnt.  
 3-26-98  
 Pd 1.49 ch # 3253



LLOYD J. SCHAFER  
SHIRLEY L. SCHAFER  
830 MIRANDA GREEN  
PALO ALTO, CA 94306  
(415) 948-5332

3155

Date Nov 20, 1997

Pay to the Order of C. L. Rafferty, C.P.A. Treas. & Tax Collector \$ 1 <sup>49</sup>/<sub>100</sub>

One and <sup>49</sup>/<sub>100</sub> Dollars

**Bank of America**  
Market-New Montgomery Branch 0408  
33 New Montgomery Street  
San Francisco, CA 94105 (415) 615-4700

Valued Customer  
OVER 25 YEARS

*Shirley Schaffer*

For \_\_\_\_\_

⑆ 121000358⑆ 3155⑆ 0408⑆ 04603⑆ ⑆0000000149⑆

▶ 1210003584 3  
1455 MARKET SF. CA 94015  
11/24/97 140000007 0456

055250

FORST SIGNATURES BELOW THIS LINE  
FOR FORMAL INSTITUTIONS ONLY

ENDORSE CHECK HERE

215740000 444 112197 8 1 00

Bank of America  
Market-New Montgomery Branch 0408  
33 New Montgomery Street  
San Francisco, CA 94105  
(415) 615-4700

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY of SANTA CLARA
SAN JOSE, CALIFORNIA

CERTIFICATE OF DEATH

3199943009154

Form with fields for decedent personal data, usual residence, informant, spouse and parent information, disposition, funeral director and local registrar, place of death, cause of death, physician's certification, and coroner's use only.

R407008

CERTIFIED COPY OF VITAL RECORD

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

SS

Brenda Davis
BRENDA DAVIS, COUNTY CLERK-RECORDER

I, Brenda Davis, Santa Clara County Clerk-Recorder, do hereby certify that this is a true and exact reproduction of the document officially registered in my office.
Witness my hand and official seal this 8th day of March, 2001.

By Marnie Stout
Deputy

This copy not valid unless prepared on engraved border displaying seal and signature of Deputy County Clerk-Recorder.



An Organization  
of Independent Attorneys

**QUILLINAN  LUCE, LLP**  
ATTORNEYS AT LAW  
444 CASTRO STREET, SUITE 900  
MOUNTAIN VIEW, CA 94041-2073  
Phone 650/969-4000 • Fax 650/969-6953  
www.calteclaw.com

**JAMES V. QUILLINAN**  
Attorney At Law  
Certified Specialist  
Estate Planning, Trust & Probate Law  
State Bar of California  
Board of Legal Specialization

jquill@calteclaw.com

January 10, 2000

Probate Filing Clerk  
Superior Court of Santa Clara County  
191 North First Street  
San Jose, CA 95113

Re: Schafer Family Living Trust, dtd 3/26/92  
Lloyd J. Schafer, Deceased 12/14/99

Dear Clerk:

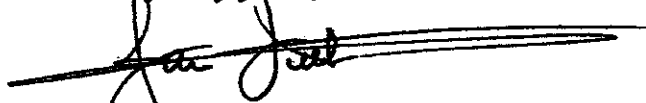
Enclosed please find the original and one copy of the Last Will and Testament of Lloyd J. Schafer, dated 3/28/92. Lloyd J. Schafer died on December 14, 1999, and was a resident of Santa Clara County.

The estate is a trust administration and no formal probate proceedings are required in this estate at this time.

Please lodge the original Will with the court and return the extra copy after it has been conformed. A stamped self-addressed envelope is provided.

Thank you for your prompt attention to this matter.

Very truly yours,

  
James V. Quillinan,  
Attorney at Law

JVQ:hl

✓ Shirley L. Schafer, Successor Trustee

**LAST WILL AND TESTAMENT**

of

**LLOYD J. SCHAFER**

I, LLOYD J. SCHAFER, a resident of Santa Clara County, California, being of sound and disposing mind and memory, and not acting under duress, menace, fraud or undue influence of any person whomsoever, do hereby declare this to be my Last Will and Testament and I hereby revoke all Wills and codicils previously made by me.

Article 1

**MARITAL AND FAMILY STATUS**

1.1. **Spouse.** I am married and my spouse's name is SHIRLEY L. SCHAFER.

1.2. **Children.** I have two (2) living children, namely, PAUL T. SCHAFER and ROGER L. SCHAFER, and one (1) deceased child, namely, MARK S. SCHAFER, who died without issue.

Article 2

**STATEMENT OF INTENT**

2.1. **Spouse Not a Beneficiary.** I have intentionally made no provision in this Will for my spouse, SHIRLEY L. SCHAFER.

2.2. **Individuals Not Beneficiaries.** I have intentionally made no provision in this Will for: (1) any and all individuals named in Paragraph 1.2 above, (2) any child born to me after the making of this Will, (3) any child adopted as a minor or as an adult by me after the making of this Will, (4) any child who comes into a parent and child relationship with me, as defined in California Probate Code section 6408(b), either before or after the making of this Will, or (5) the issue of any of the foregoing.

2.3. **Living Trust as Beneficiary.** The inter vivos trust described in Section 3.2 below is the sole beneficiary of this Will.

Article 3

**GIFTS**

3.1. **Property Included.** By the provisions of this Article, I intend to dispose of all the rest, residue, and remainder of my property and estate of every kind, character, and description, and wheresoever situated, which is not otherwise

## Last Will and Testament

effectually disposed of by other means, including any property over which I have power of testamentary disposition at the time of my death pursuant to a power of appointment.

3.2. Disposition of Residuary. I give my entire residuary estate to the Trustee of the SCHAFFER FAMILY LIVING TRUST ("the Trust") created by myself and my spouse under the Trust Instrument ("the Trust Instrument") on March 26, 1992. The Trustee shall add my entire residuary estate to the principal of the Trust and hold, administer, and distribute the property in accordance with the provisions of the Trust Instrument, including any amendments of that Instrument that have been made before or after the execution of this Will. If the Trust has been revoked, terminated, or declared invalid for any reason, I give my entire residuary estate in trust to the Trustee(s) named therein, or to their successor(s), as Trustee(s), who shall hold, administer, and distribute the property under a testamentary trust in accordance with the provisions of the Trust Instrument that are in effect on the date of execution of this Will, in which case the terms of the Trust that are in effect on the date of execution of this Will are hereby incorporated by reference.

3.3. Character of Property. All assets now owned or hereafter acquired by me and my spouse, including without limitation, all funds on deposit with banks, savings and loan associations and similar accounts, real properties, stocks, bonds and other securities, whether held in both our names or in only one of our names, are our community property even though such account may be held by us as joint tenants, tenants in common, or otherwise, except as specifically indicated on an account title, signature card, deed, or other indicia of ownership to be the separate property of one spouse alone.

## Article 4

### APPOINTMENT OF EXECUTOR

4.1. Appointment of Executor and Successor. I appoint SHIRLEY L. SCHAFFER as Executor. If SHIRLEY L. SCHAFFER fails or ceases to act as Executor for any reason, I appoint PAUL T. SCHAFFER and ROGER L. SCHAFFER as Co-Executors. If either PAUL T. SCHAFFER or ROGER L. SCHAFFER is unable or unwilling to act as Co-Executor for any reason, I appoint the other of them as Executor. References in my Will to "the Executor" are to the executor acting at the pertinent time.

4.2. Waiver of Bond. No bond shall be required of any executor named in this Will for any purpose.

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Article 5

POWERS AND DUTIES OF EXECUTOR

5.1. General Powers. The executor shall have all of the powers and duties granted to an executor by law, specifically including but not limited to the powers enumerated in this article and elsewhere in the Will. To the extent permitted by law, the executor shall exercise these powers without prior authorization from any court having jurisdiction of my estate. The enumeration of a power places the executor under no obligation to exercise it and the executor shall not be liable for the failure to exercise any power.

5.2. Power to Invest Estate Funds. The executor shall have the power to invest and reinvest such funds of my estate as the executor deems advisable in any kind of property, real, personal, or mixed, specifically including but not limited to improved and unimproved real property, corporate and government (whether local, state, or federal) obligations of every kind, stocks (both preferred and common), shares of mutual funds of any and every character, and stocks, obligations, and shares or units of common trust funds of any corporate fiduciary. The executor, in investing and reinvesting, shall exercise the judgment and care, under the circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital.

5.3. Power to Obtain Professional Assistance. The executor shall have the power to employ attorneys, investment counsel, accountants, bookkeepers, or other persons to render services for the executor or in the executor's behalf with respect to all matters pertaining to the administration of my estate and to pay from estate funds the reasonable fees and compensation of persons, those fees and compensation to be paid in addition to the commissions paid to the executor for the executor's ordinary and extraordinary services.

Article 6

PROVISIONS CONCERNING TAXES

6.1. Definition of Death Taxes. In this article, "death taxes" refers to all estate, inheritance, succession, and similar taxes which may be or become payable upon or by reason of my death or by any person or persons on account of the interest in my estate which I have given to him, her, or them, or which are included as a part of my estate for the purposes of any such tax or taxes and

## Last Will and Testament

whether or not any such tax or taxes shall pertain to property which is subject to the provisions of this Will, together with all interest and penalties, if any, that may accrue on account thereof, but excluding any federal or state tax imposed on any "generation skipping transfer" (as that phrase is presently defined in the federal tax laws and regulations) or similar tax imposed by reason of or at the time of my death.

6.2. Payment of Taxes. By the terms of Trust all death taxes that may be payable because of my death, together with all interest and penalties, if any, may be paid by the Trustee from that trust. I therefore direct that the executor present to the Trustee of the Trust a written statement requesting that all death taxes be paid from that trust. If that Trust no longer exists or, if it does still exist, but the Trustee declines to pay the taxes, the executor shall pay those taxes from my residuary estate and charge them as though they were ordinary expenses of the administration of my estate.

6.3. Tax Elections. If the executor, pursuant to any provisions of state or federal law applicable to my estate, is given (1) a choice of dates as of which, or of methods by which, to value property for estate or inheritance tax purposes, or (2) a choice to treat or use an item either as an income tax deduction (federal or state) or a death tax (that is, federal estate or state estate or inheritance tax) deduction, the executor may decide between or among them as the executor in the executor's discretion deems proper regardless of the resulting effect on any other provisions of this Will or upon any person interested in the amount of those taxes, and no person adversely affected by the executor's decision shall be entitled to any reimbursement or adjustment by reason thereof.

6.4. Filing of Tax Returns. I authorize the executor to join with my spouse or my spouse's estate in filing income, estate, or gift tax returns for any years for which I have not filed those returns before my death and to consent to any gifts made by my spouse as being made one half by me for gift tax purposes, even though that action subjects my estate to additional liabilities.

## Article 7

### GENERAL PROVISION

7.1. Independent Administration of Estate. My estate shall be administered under the Independent Administration of Estates Act (section 10400 et seq. of the California Probate Code).

## Last Will and Testament

7.2. Executor's Liability. I direct that no executor shall be personally liable for any loss or damage in connection with the administration of my estate, except in the case of willful misconduct or gross negligence.

7.3. Perpetuities Saving. Notwithstanding any provision to the contrary contained in this Will, in no event shall any interest under this Will continue by reason of this paragraph longer than twenty-one (21) years after the death of the last survivor of the issue of testator who are living at the time of my death, and unless sooner terminated pursuant to the provisions of this Will, each such interest shall terminate twenty-one (21) years after the death of the last to die of those persons. In that event, the interest in property shall be distributed outright to the person who would have been entitled to it, except that if that person has not yet reached majority or is otherwise under a disability, then distribution shall be made according to the provisions in the Will governing distribution to such persons.

7.4. Survivorship Requirement. In each case in which, pursuant to the provisions of this Will, a gift to or for the benefit of a person is made conditional upon his or her surviving me, if that person survives me but dies within ninety (90) days after the date of my death, then upon his or her death that person's right to all or any portion of my estate shall terminate. In each such case, the portion of my estate as to which the right of that person shall have so terminated shall be dealt with pursuant to the provisions of this Will as though the person had predeceased me, and I give to the same accordingly. Similarly, if pursuant to the provisions of this Will any gift to or for the benefit of any person is made conditional upon the death of any person before my death and that person survives me but dies within ninety (90) days after the date of my death, then and in each such contingency it shall be deemed for all purposes under this Will that such other person predeceased me.

7.5. No Contest, Disinheritance. If any person (referred to in this paragraph as "the contesting person") for any reason or in any manner, directly or indirectly, contests the validity of this Will in whole or in part, on any ground, or opposes or objects to any of the provisions of this will or seeks to invalidate them or seeks to succeed to any part of my estate otherwise than pursuant to the provisions of this Will, the contesting person shall not take anything from my estate. Any gift or other interest in my estate to which the contesting person would otherwise have been entitled shall pass to those persons who would have been entitled thereto under the provisions of this Will that would have been applicable if the contesting person had died without issue before the event that made him or her ineligible to receive such gift or other interest.



Filed for record at the request of H. D. ... Nov. 1 A. D. 1946 at 10 min. past 10 o'clock A. M.

No. 5142

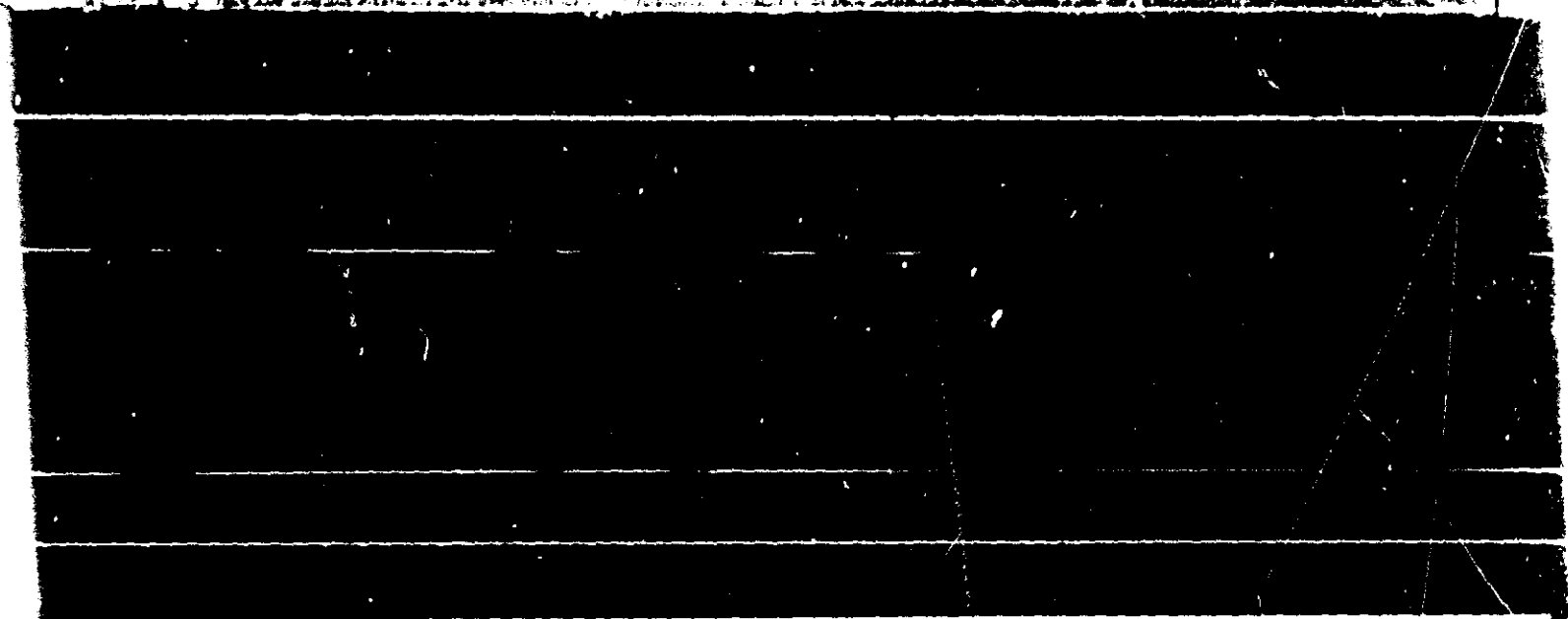
JAMES M. SWEENEY  
Recorder of El Dorado County

COMPARED

\*\*\*\*\*  
IDA THOMAS  
-to-  
ALBERT F. GARDNER et ux  
\*\*\*\*\*

*Per Karl -  
Gardner's  
held title  
jointly*

THIS INDENTURE made the 21st day of May one thousand nine hundred and forty-one BETWEEN IDA THOMAS, a widow, the party of the first part, and ALBERT F. GARDNER AND GEORGIA A. GARDNER, husband and wife, as joint tenants, the parties of the second part, WITNESSETH: That the said party of the first part, in consideration of the sum of TWENTY-FIVE (\$25.00) dollars, lawful money of the United States of America, to her in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, does hereby release and forever QUITCLAIM unto the parties of the second part, ~~xxxxxx~~ in joint tenancy, ~~xxxxxxxxxxxxxxxx~~ all that certain lot, piece, or parcel of land situate in the County of El Dorado State of California, and bounded and described as follows, to-wit:



of Inderville, County of El Dorado, State of California, and ...  
follows, to-wit:



on behalf, or on account, of any person claiming under the said deceased ANNE M. McMURRAY  
Dated this 2nd day of May, 1947.

(ENDORSED)

GEORGE H. THOMPSON

Filed

Judge of the Superior Court

May 3 1947

ARTHUR J. KOLETZKE, Clerk

V. H. BENSON, Deputy

STATE OF CALIFORNIA }  
County of El Dorado } ss.

I, ARTHUR J. KOLETZKE, County Clerk and ex-officio Clerk of the Superior Court in and for the County of El Dorado, State of California, do hereby certify that I have compared the foregoing copy of Decree, in the Matter of the Termination of the Life Interest of ANNE M. McMURRAY, deceased, with the original records of the same in my office, and that the same is a correct transcript therefrom and of the whole said original records as the same appear on file in my office.

In witness whereof, I have hereunto set my hand and affixed the Seal of the Superior Court aforesaid, this 3rd day of April, 1947

(SEAL)

ARTHUR J. KOLETZKE, Clerk

(SEAL)

By V. H. BENSON, Deputy

Filed for Record at the Request of T. S. MAFLOR, May 3, A.D. 1947 at 5 min. past 11 o'clock A.M.  
NO. 1767

JAMES W. SWEENEY

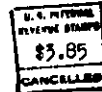
Recorder of El Dorado County

COMPARED

\*\*\*\*\*  
MILTON D. MORRIS et ux  
-to-  
GEORGIA A. GARDNER  
\*\*\*\*\*

239/452

DEED



MILTON D. MORRIS and LEAH L. MORRIS, husband and wife, the first parties, [REDACTED]

ALL THAT REAL PROPERTY situated in the County of El Dorado, State of California, bounded and described as follows:

Lots 1, 2, and 7 and the southeast quarter of northeast quarter of Section 1, Township 12 North, Range 9 East, M.D.B. & M. containing 126.49 acres, more or less.

IN WITNESS WHEREOF the first parties have executed this conveyance this .... day of May, 1947.

LEAH L. MORRIS

MILTON D. MORRIS

STATE OF CALIFORNIA }  
County of El Dorado } ss.

On this 2nd day of May in the year one thousand nine hundred and forty-seven, before me, PATRICIA DARLINGTON, a Notary Public in and for the County of El Dorado, State of California, residing therein, duly commissioned and sworn, personally appeared MILTON D. MORRIS and LEAH L. MORRIS 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 in said County of El Dorado the day and year in this certificate first above written.

(SEAL)

PATRICIA DARLINGTON  
Notary Public in and for the County of El Dorado,  
State of California.  
My commission expires May 1, 1951

Recorded at the Request of HENRY S. LYON, May 6, 1947 at 30 min. past 11 o'clock A.M.  
NO. 1800

JAMES W. SWEENEY  
Recorder of El Dorado County

~~COMPLAINT~~

#####-#####-#####  
SHELDON B. CROW et al  
-to-  
MERVYN K. CROW  
#####

QUITCLAIM DEED

This indenture made the 24th day of April, one thousand, nine hundred and forty seven between SHELDON B. CROW and JOHN BRADFORD CROW, JR., the parties of the first part and MERVYN K. CROW. the party of the second part:

WITNESSETH

That the said parties of the first part for a valuable consideration to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, do hereby release and forever quitclaim unto the party of the second part, and to his heirs and assigns, a) that certain lot, piece or parcel of land situate in the County of El Dorado, State of California, and bounded and described as follows, to-wit:

Lot 4, Block 16, in Tahoe Cedars, as per map recorded in the office of the county recorder of said county, map book A, page 1 together with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the party of the second part, and to his heirs and assigns forever.

IN WITNESS WHEREOF the parties of the first part have executed this conveyance the day and year first above written.

JOHN BRADFORD CROW JR.  
SHELDON B. CROW

STATE OF CALIFORNIA }  
COUNTY OF STANISLAUS } ss.

On this 24 day of April, 1947, before me RAY E. FOREMAN a Notary Public in and for the County of Stanislaus, State of California, personally appeared SHELDON B. CROW, 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 in said County of Stanislaus, the day and year in this certificate first above written.

(SEAL)

RAY E. FOREMAN  
Notary Public in and for the County of Stanislaus