



In Consideration of the premium paid for this Policy of Insurance the
Standard Title Insurance Company

a Corporation, organized and existing under the laws of the State of California, and having its place of business in the City and County of San Francisco, State of California,

Does Hereby Insure

VITTORIO TRAVERSO

and his heirs or devisees against all loss or damage not exceeding in all the sum of FIFTEEN HUNDRED (\$1500.00) Dollars, which said Insured shall sustain by reason of defects in the title of the Insured to the real property hereinafter described, at the date hereof, subject to the conditions and exceptions hereinafter contained.

The Title to said Property is Vested in

VITTORIO TRAVERSO

Subject to

1. Community interest of his wife, if married.
2. Taxes of the fiscal year 1913-14 a lien payable in October.
3. Second installment of taxes of the fiscal year 1912-13, now due and payable.
4. An Action pending in the Superior Court to establish and quiet title to the southerly 20 feet of said property, entitled SALA & SALA LAND AND IMPROVEMENT COMPANY, vs All Persons, commonly called a McEnerney Suit. Complaint filed Nov. 29, 1912. See Case No. 33209.
5. Any rights or interest of known or unknown persons in and to the northerly 7 inches of the westerly 60 feet, who claim or may claim adversely to the vested owner herein, by reason of the title thereto not having been established and quieted under the provisions of the so-called McEnerney Act.

Description of property covered by this Policy of Insurance: All that certain lot, piece or parcel of land situated in the City and County of San Francisco, State of California, particularly described as follows:

BEGINNING on the Easterly line of Grant Avenue (formerly Dupont Street) at a point distant Southerly Seventy-six (76) feet Eleven (11) inches from the Southerly line of Lombard Street; running thence Southerly along said Easterly line of Grant Avenue Twenty (20) feet Seven (7) inches; thence at right angles Easterly One Hundred Twenty (120) feet to the Westerly line of Child (formerly Good Children) Street; thence at right angles Northerly and along said Westerly line of Child Street Twenty (20) feet; thence at right angles Westerly Sixty (60) feet; thence at right angles Northerly Seven (7) inches; thence at right angles Westerly Sixty (60) feet to the Easterly line of Grant Avenue and the point of beginning. Being a portion of 50 Vara Lot No. 507.

EXCEPTIONS

THIS POLICY DOES NOT INSURE AGAINST:

1. Proceedings for street, sewer, and sidewalk improvements, and for opening, widening and other changes in streets or alleys in said City and County of San Francisco, unless the amount of the assessment therefor has become fixed and shown as a lien by the recording of the warrant at the date hereof, in the public office designated by law.
2. Instruments, trusts, defects, liens, easements and incumbrances not now or heretofore shown by any public record of the City and County of San Francisco, State of California, or by the records of the Federal offices located at San Francisco.
3. The validity or legality of tax sales, street assessments, leases, easements, declarations of homestead and money judgments, provided they are mentioned as incumbrances in this Policy.
4. Tenure of the present occupant and secret trusts in said property not disclosed to the Company.
5. Overlapping improvements.
6. Taxes for the present year not yet payable.

CONDITIONS OF THIS POLICY

I. STANDARD TITLE INSURANCE COMPANY (hereinafter designated as the Company) hereby insures a merchantable title such as a court of competent jurisdiction would uphold in an action for specific performance, and claim for damages hereunder shall arise when such lack of merchantability shall be brought to the attention of the Company and the Company fails to cure the title within a reasonable time.

II. The Company will, at its own expense, defend the insured in all actions or proceedings founded on a record claim of title or incumbrance prior in date to this Policy and thereby insured against.

III. No transfer of this Policy shall be made, except that a Policy held by the owner of a mortgage or other incumbrance may be transferred to an assignee of the interest insured, or to the purchaser at a foreclosure sale, where the property sold is bought in by or for the insured, and except also in such other cases as the Company may, by special written agreement, permit; but no transfer of this Policy shall be valid unless the approval of the Company is indorsed hereon by its proper officers. Such approval may, in any case, be refused at the option of the Company, and all interest in this Policy (saving for damages accrued) shall cease by its transfer without such approval so indorsed. The liability of the Company to any such collateral holder of a Policy shall in no case exceed the amount of the pecuniary interest of such collateral holder in the premises described in the Policy.

IV. In case any action or proceeding, described in Paragraph II of these conditions is begun, or in case of the service of any paper or pleading, the object or effect of which shall or may be to impugn, attack, or call in question, the validity of the title hereby insured, as insured, or to raise any material question relating to a claim of incumbrance hereby insured against, or to cause any loss or damage for which the Company shall or may be liable under or by virtue of any of the terms or conditions of this Policy, or in case any action or proceeding is begun that may have such object or effect, it shall be the duty of the insured at once to notify the Company thereof in writing. In such cases, and in all cases where this Policy requires the Company to prosecute or defend actions, it shall be the duty of the insured to secure to it the right and opportunity to maintain or defend the action or proceeding, and all appeals from any determination therein, and to give it all reasonable aid therein, and permit it to use, at its option, the name of the assured for such purposes. If such notice shall not be given to this Company within five days after the service of the summons in such action or proceeding, then this Policy shall be void; provided that no failure to give such notice shall affect the Company's liability if such failure has not prejudiced, and can not in the future prejudice, the Company; provided also that nothing contained herein shall be construed to avoid this Policy as to the mortgagee or trustee to whom loss is made payable in case of failure of the insured to give notice as required by this paragraph. The Company will pay, in addition to the loss, all costs imposed on the insured in litigation carried on by it for the insured under the requirements of this Policy; but in no case will it be liable for the fees of any counsel or attorney employed by the insured; and the costs and loss paid shall not together exceed the amount of this Policy.

V. No right of action shall accrue against the Company under this Policy until the expiration of thirty days after notice in writing to the Company of a liability arising under Paragraphs I or II of these conditions.

VI. The Company reserves the option to settle any claim insured against by this Policy, or to pay this Policy in full; and the payment or tender of payment to the full amount of this Policy shall determine all liability of the Company thereunder. All payments under this Policy shall reduce the amount of the insurance PRO TANTO. No payment or settlement can be demanded of the Company without producing this Policy for indorsement of the fact of such payment or settlement. If this Policy be lost, indemnity must be furnished to the satisfaction of the Company.

VII. Whenever the Company shall have settled a claim under this Policy, it shall be entitled to all of the rights and remedies which the insured would have against any other person or property in respect to such claim, had this Policy not been made, and the insured will transfer or cause to be transferred to the Company such rights, and permit it to use the name of the insured for the recovery or defense thereof. If the payment does not cover the loss of the insured, this Company shall be subrogated to such rights, in the proportion which said payment bears to the amount of said loss not covered by said payment. And the insured warrants that such right of subrogation shall vest in the Company unaffected by any act of the insured.

VIII. Nothing contained in this Policy shall be construed as an insurance to any one against defects, liens, or incumbrances created subsequent to the date hereof.

In Witness Whereof, the STANDARD TITLE INSURANCE COMPANY has caused its corporate seal to be hereto affixed, and these presents to be signed by two of its officers, thereunto duly authorized, this

15th day of March, 1913, at 11:00 o'clock A. M.



STANDARD TITLE INSURANCE COMPANY.

By

Attest

President.

Secretary.

#14695

**Standard
Title Insurance
Company**

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**Title Insurance
Policy**

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Issued to

VITTORIO TRAVERSO

On the 15th Day of

March, 1913 191

Mills Building
San Francisco