

TRUST DEPARTMENT  
HEAD OFFICE: SAN FRANCISCO

ESCROW NO. 61053

ESCROW INSTRUCTIONS

TO BANK OF ITALY,  
San Luis Obispo, California.

San Luis Obispo, California, January 31, 1927.

Gentlemen:

In consideration of your acceptance of the within escrow, it is agreed that you shall in no case or event be liable for the failure of any of the conditions of this escrow or damage caused by the exercise of your discretion in any particular manner, or for any other reason, except gross negligence or willful misconduct with reference to the said escrow, and you shall not be liable or responsible for your failure to ascertain the terms or conditions, or to comply with any of the provisions of, any agreement, contract or other document filed herewith or referred to herein.

It is further agreed that if any controversy arises between the parties hereto or with any third person, you shall not be required to determine the same or take any action in the premises, but you may await the settlement of any such controversy by final appropriate legal proceedings or otherwise as you may require, notwithstanding anything in the following instructions to the contrary, and in such event you shall not be liable for interest or damages.

The undersigned ~~hereto~~ Father D. J. Keenan, Pastor of the Old Mission Church at San Luis Obispo hereby hands you the following:

1. Grant Deed executed by the Roman Catholic Bishop of Monterey-Fresno conveying to Tsuruichi Fukunaga and Tom Nakaji all of Lot "C" of the Resubdivision of Lots 58-61-62-63-64 and 65 of the Ranchos Canada de Los Osos and La Laguna.

2. Copy of Leases signed by W. M. Duff and Tom Nakaji with the Old Mission Church.

The undersigned, Tom Nakaji and Tsuruichi Fukunaga, hereby hands you check in your favor in the sum of \$3,350.00, also promissory note of even date in the sum of \$9,000.00, together with Deed of Trust securing said note covering property described in above Deed.

You are authorized to have the usual form of Certificate of Title covering the above described property issued by the Abstract and Title Bureau, and you are instructed to deliver the above Deed to Fukunaga and Nakaji for recordation and the above funds, note, and Trust Deed to the undersigned, Father Keenan, at such a time as title to the above described property can be shown in Tsuruichi Fukunaga and Tom Nakaji, free from encumbrances except taxes second installment for the current fiscal year 1926-27, and with the above Trust Deed showing as a first lien. The incidental expenses in connection with this transaction are to be apportioned and paid by the undersigned parties hereto.

If this Escrow is not closed within thirty (30) days from date the above funds and documents are to be returned to the respective parties depositing same, and these instructions are void.

Tom Nakaji

Daniel J. Keenan

Receipt is hereby acknowledged of the above funds and documents and this Escrow is hereby accepted by San Luis Obispo Branch of the Bank of Italy

By J. L. Lummis  
Assistant Trust Officer.



DECLARATION OF TITLE TO PROPERTY

We, the undersigned, have purchased, in name only, for the members of the Buddhist Church of San Luis Obispo County, State of California, said members being American citizens of Japanese Ancestry, that certain piece of property known as

Lot 63 of the subdivision of  
San Luis Obispo, containing 1.6 acres

situated in the City and County of San Luis Obispo, State of California, for the express purpose of establishing a Buddhist Church for the benefit of said members of the Buddhist Church above referred to.

We have no power or authority whatever to dispose of said property at our own pleasure unless we are first authorized to do so by said members hereinbefore mentioned. Our only interest in said property is in name only.

In event of incorporation of interests in said property, we will immediately relinquish our interest in said property in so far as title to said property, in name only, is concerned.

Dated and signed this 31st day of January, 1927.

R. L. Lumsden  
Trustee  
San Luis Obispo



State of California

County of San Luis Obispo

HH.

On this 31st day of January, A. D.

nineteen hundred and twenty-seven before me,

a Notary Public in and for said County of San Luis Obispo, residing

therein, duly commissioned and sworn, personally appeared Tsuruichi Fukunaga and Martha Fukunaga, his wife, and Tom Nakaji, a single man,

known to me to be the person whose name are subscribed to the within instru-

ment 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 said County of San Luis Obispo the day and year in this certificate first above written.

Notary Public in and for the County of San Luis Obispo, State of California.

# Deed of Trust

Tsuruichi Fukunaga, et al.

Trustor.

— TO —

Bank of Italy

as Trustee.

— FOR —

Roman Catholic Bishop of Monterey-

Fresno, a Corporation sole.

Beneficiary.

January 31, A. D. 1927

Filed for record at the request of

Bank of Italy

H. H. CARPENTER

FEB - 3 1927 A. D., 1927  
at 56 min. past 11 o'clock,  
A. M., in Vol 17 OFFICIAL RECORDS  
Page 565 and following, Records of

SAN LUIS OBISPO  
County, California.

W. L. Ramage  
County Recorder.

By Deputy Recorder  
INDEXED  
COMPARED

DED MAIL TO

Branch

f Italy

California.  
of Branch)



At the time of sale so advertised, or to which such sale may be postponed, said trustee may sell the property so advertised, or any part or portions thereof, at public auction, at the front door of the County Court House in said.....County of San Luis Obispo

or if said property is situated wholly or in part outside of said San Luis Obispo County, then at said Court House, or at the front door of the County Court House in any County where any part of said property is situated, to the highest bidder for cash in United States gold coin, and any beneficiary hereunder may become a purchaser at such sale—and upon such sale said trustee or its successors shall execute and after due payment is made shall deliver to the purchaser or purchasers a deed or deeds of grant, bargain and sale, of the property so sold, and out of the proceeds thereof shall pay, first, the expenses of sale

and of these trusts, including reasonable compensation for its services, counsel fees ~~of~~ and cost of certificate or abstract of title to time of sale, all to accrue on any default by said trustor hereunder; next, all amounts with interest, due from said trustor pursuant to paragraph Fourth of this instrument; then the amount including interest unpaid upon the note mentioned in paragraph First hereof; then all additional loans with interest outstanding under paragraph Second hereof, and lastly, the surplus, if any, to said Tsuruichi Fukunaga and Martha Fukunaga, his wife, and Tom Nakaji, a single man, their heirs and assigns.

In any deed executed under these trusts, the recital of amount of indebtedness, default, recording, application of beneficiary, posting, publication, sale, purchase price, and of any other matters, shall be conclusive proof of such indebtedness, default, recording, application, posting, publication, sale, purchase price, and all other matters recited, and such deed shall be effectual and conclusive against said trustor, his heirs and assigns, and all other persons, and shall entitle the purchaser or purchasers to immediate possession of the property thereby conveyed; and a receipt therein for the purchase money shall discharge such purchaser or purchasers from all obligations to see to the proper application of said money.

SEVENTH: Said beneficiary may at any time by instrument in writing appoint a successor or successors to, or discharge and appoint a new trustee in the place of any trustee named herein or acting hereunder, which instrument executed and acknowledged by said beneficiary, and recorded in the office of the County Recorder of the County or Counties where said land is situated, shall be conclusive proof of the proper substitution of such successor or successors or new trustee, who shall have all the estate, powers and duties of said trustee predecessor.

All the provisions of this instrument shall apply to and bind the legal representatives, successors and assigns of each party hereto, respectively.

In Witness Whereof, the trustor has executed these presents, the day and year first above written.

ADDRESS OF TRUSTOR:

ADDRESS OF BENEFICIARY:

#### ACCEPTANCE OF TRUSTEE.

The Bank of Italy, trustee named in above Deed of Trust, hereby accepts said trusteeship and agrees to perform said trusts as in said Deed of Trust provided



Together with the appurtenances thereto and the rents, issues and profits thereof, and warranting the title to said premises.

To Have and to Hold the same unto said trustee and its successors, upon the trusts hereinafter expressed, namely:

FIRST: As security for the payment of Nine Thousand and  
NO, 000 dollars in United States gold coin, with interest thereon, according to the terms of a promissory note of even date herewith, the principal payable in Installments - - - - - after date, executed by said trustor to said beneficiary.

SECOND: As security for the payment of such additional sum or sums as may be hereafter loaned by said beneficiary to, and evidenced by the note, or notes of, said trustor with interest thereon as in said promissory notes provided, and stated to be secured by this instrument.

THIRD: As security for the payment of all other moneys that may become due said trustee and beneficiary, or either of them, pursuant to this instrument.

FOURTH: During the continuance of these trusts, said trustee and beneficiary, or either of them, are authorized to keep the building on said land insured in favor of said beneficiary against loss by fire for an amount not exceeding their value; it being agreed that in the event of a loss, the amount collected under any policy of fire insurance on said property may, at the option of the beneficiary, be credited upon any indebtedness secured hereby, or said amount, or any portion thereof, may be released to said trustor; said trustee or beneficiary, or either of them, are authorized at any time, without notice, to pay all taxes, assessments, liens and encumbrances on or affecting said trust property, to remove, litigate or compromise, without notice to said trustor, all adverse claims thereto, to enter, hold, protect, repair and care for said property, including improvements, trees, vines and crops thereon, as they, or either of them see fit, and to collect the rents, issues and profits, all at the cost and charge of said trustor, and the expenses of everything so done, including attorney's fees of said beneficiary or trustee, or either of them, shall be payable from said trustor to said beneficiary in United States gold coin, as soon as incurred, and shall thence bear interest at the rate fixed in said note

FIFTH: In case said trustor shall pay said first mentioned note, with interest, according to its terms, and also pay all additional loans hereunder, with the interest thereon, and also all other moneys said trustor shall be liable for hereunder, then, these trusts shall cease and said trustee, or its successors, shall reconvey said trust property to the person or persons legally entitled thereto at the request and cost of said person or persons. Any part of said property may be reconveyed at the request of the beneficiary.

SIXTH: If default shall be made in any payment on said first mentioned promissory note, whether of principal or interest, or of any additional loan made hereunder, or of any other money due or to become due from said trustor hereunder, or in the performance of any of the conditions or covenants contained in any conveyance under or through which said trustor claims or derives title, or if violation shall be made of any of such conditions or covenants, then, or at any time thereafter, the beneficiary hereunder may consider said note, and all debts, moneys and dues secured hereby, as immediately due and payable, and said beneficiary or said trustee shall record, in the office of the

Recorder of the said County wherein said property, or some part thereof, is situated, a notice of such breach and of his election to cause said property to be sold to satisfy said obligations.

On written application of the beneficiary and after three months have elapsed following said recordation of said notice, said trustee, without demand on said trustor, shall sell said property, in whole or in part or parcels at the discretion of the trustee, in the following manner, namely:

Said trustee shall give notice in all respects as is provided in Section 692 of the Code of Civil Procedure of the State of California, to-wit: By posting a written notice of the time and place of sale, particularly describing the property and specifying that bids may be made in United States gold coin, for twenty (20) days in three (3) public places of the township or city wherein the property is situated, and also where the property is to be sold, and publishing a copy thereof once a week for the same period, in some newspaper of general circulation printed and published in the city or township in which the property is situated, if there be one, or in case no newspaper of general circulation be printed and published in the



This Deed of Trust, made the 31st day of January

A. D. 1927, between TSURUICHI FUKUNAGA and MARTHA FUKUNAGA, husband and wife, and TOM NAKAJI, a single man, of all of San Luis Obispo County, California,

as trustor, and Bank of Italy, a corporation, duly incorporated under and by virtue of the laws of the State of California, as trustee, and ROMAN CATHOLIC BISHOP OF MONTEREY-FRESNO, a corporation sole,

as beneficiary,

(It is agreed that words "trustor" and "beneficiary" as used herein include the masculine, feminine and neuter genders and the singular and plural numbers.)

Witnesseth: That said trustor hereby grants, conveys and confirms unto said trustee the following described real property situated in the

County of San Luis Obispo State of California, to-wit:

All of Lot or Subdivision "C" as laid down and designated upon the Map entitled "Map of the re-subdivisions of Lots Nos. 58-61-62-63-64- and 65 as per Jas. T. Stratton's Survey and Map of the Subdivisions of the Rancho Canada de los Csos and La Laguna" as surveyed by R. R. Harris, January, 1875; which Map is on file in the office of the County Recorder of said County of San Luis Obispo and to which reference is hereby made; containing 10.16 acres of land, as shown by said Map.

MAP  
A-161

1927-000  
593 Bk  
27