

IN REPLY ADDRESS THE SUPERINTENDENT
P. O. BOX 644 757

CALIFORNIA FRUIT BUILDING
ROOMS 307-310

5-1142

L-A 32718-27

UNITED STATES
DEPARTMENT OF THE INTERIOR

INDIAN FIELD SERVICE
SACRAMENTO INDIAN AGENCY
SACRAMENTO-CALIFORNIA

August 16, 1927



Commissioner of Indian Affairs,
Washington, D. C.

My dear Mr. Commissioner:

This has further reference to yours of July 13 with the above citation pertaining to the purchase of certain land in Amador County from Louis Alpers and wife for homeless Indians.

An effort has been made to comply with the second paragraph of your letter in its entirety and in compliance therewith there is submitted for your consideration sample copy of the title insurance policy which the Title Insurance and Guaranty Company of San Francisco agrees to furnish following recordation of deed. There is also enclosed order signed by Louis Alpers and Marjorie Alpers directing that the warrant in payment of purchase shall be paid to the Title Insurance and Guarantee Company through the writer. There is also returned photo-static copy of a previous policy title insurance issued by the same company and title insurance policy issued to Louis Alpers and his wife.

It is assumed that the papers here submitted are sufficient to warrant closing the transaction and that the deed will be returned for recording together with final instructions in the premises.

Yours very truly,

LaF. A. Dorrington,
Supt. of B.D.A.

Encl.
L-A

EXCEPTIONS

THIS POLICY DOES NOT INSURE AGAINST:

1. ~~Liens, mortgages, trusts, liens, judgments, deeds or highways, encumbrances, or rights or claims in possession of any portion of the insured property, not shown by any public record of the County, or City and County, or by the records of the Federal offices of the Division of the Federal District in which said property is situate.~~
2. The invalidity of tax sales, street assessments, leases, attachments, easements, declarations of homestead, building restrictions or money judgments mentioned as encumbrances in this policy.
3. Secret trusts, equities or defects in, or encumbrances upon, the title to the insured property known to the Insured, not disclosed to the Company in writing, or the invalidity in whole or in part, of any mortgage or deed of trust by reason of the violation of the usury law.
4. Overlapping improvements, or any state of facts which a correct survey would show. City Zone or Set-Back Ordinance Restrictions.
5. Taxes of every character not yet payable.
6. Municipal taxes, or municipal and/or District proceedings for any public improvement, or any tax or assessment therefor, unless otherwise herein specified, and then only when the amount of the assessment therefor has become fixed and shown as a lien at the date hereof, in the public office designated by law.
- ~~7. Mining claims and/or water rights and all matters relating thereto. Reservations in patents or in the certification of land survey. Rights arising out of Congressional grants of railroad rights, of any.~~

CONDITIONS OF THIS POLICY

1. The Company hereby insures a marketable title such as a court of competent jurisdiction would uphold in an action for specific performance.
- ~~2. The Company hereby insures and shall defend the Insured in all actions or proceedings founded on record claim of title or encumbrance prior in date and time to this policy and thereby insured against.~~
3. In case any action or proceeding described in Paragraph 2 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, or to raise any material question relating to a claim of encumbrance 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, the Insured shall at once notify the Company thereof in writing. In such cases, and in all cases where this Policy permits or requires the Company to prosecute or defend claims, the Insured shall 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 Insured for such purpose. 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 an insured mortgagee, trustee or beneficiary in case of failure, other than the failure of such mortgagee, trustee, or beneficiary, to give notice as required by this paragraph.
4. No right of action shall accrue against the Company under this Policy until there has been a final determination by a court of competent jurisdiction adverse to the title as insured, unless such right of action shall be based upon a matter of record not noted herein as a defect, encumbrance or exception to which the insured property is subject.
5. The Company will pay, in addition to any loss, all costs imposed on the Insured in litigation carried on by it for the Insured under the provisions of this policy, but in no case will it be liable for the fees of any counsel or attorney employed by the Insured. Any loss under this Policy shall be paid to the respective parties hereby insured as their interests may appear by the order of priority of their respective encumbrances upon or interests or estates in the insured property. The liability of the Company to any Insured under this Policy shall in no case exceed the amount of the pecuniary interest of such Insured in the insured property. In no case shall the total loss, including all costs, paid to all of the Insured exceed the amount of the Policy.
6. The Company reserves the option to settle any claim insured against by this Policy, or to pay this Policy in full; and the payment to the full amount of this Policy shall terminate 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.
7. 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 the 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.)
8. ~~"The Insured" includes all persons claiming an estate or interest under the Insured by will or descent, including the community interest of the wife of the Insured, (b) each successor in interest of any Insured trustee or beneficiary named in any trust deed hereon described, (c) each successor in interest of any Insured mortgagee named in any mortgage herein described, and (d) the purchaser at a mortgage or trust deed foreclosure sale, where the property sold is~~ No transfer of this Policy shall be valid unless the approval of the Company is endorsed 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 endorsed.
9. Nothing contained in this Policy shall be construed as an insurance to any Insured herein named against claims, liens or encumbrances created or suffered by such Insured, nor as an insurance to anyone against defects, liens or encumbrances created subsequent to the date and time hereof.

IN TESTIMONY WHEREOF, the Company has caused this Policy to be executed by its officers, therunto duly authorized, and its corporate seal to be hereunto affixed, this _____ day of _____, 19____.

at _____ o'clock,

WESTERN TITLE INSURANCE COMPANY,
 By *P. F. Chilcote* President
 By *C. E. Hunt* Secretary

TITLE INSURANCE AND GUARANTY COMPANY,
 By *Donal Jones* Vice President
 By *E. J. ...*

*Copy of ...
ed in ...
all.*