

Agreement of Exchange

OFFER

..... J. Giudici first party, hereby offers to convey by a good and valid grant deed to..... Eato Nielsen second party, the following real property owned by the first party situate in the..... City of Palo Alto County of Santa Clara State of California, described as follows:

That certain Property on Alma Street being 50 x 105 feet to an alley with a frontage on Alma Street of 50 feet, and being 1027 Alma Street and being a portion of Lot No. 1 in Block "B" Hart Subdivision, Palo Alto, California and standing of record in the name of ~~XXXXXXXX~~ J. GIUDICI

VALUATION \$6500.00

subject to the following encumbrances:

\$1500.00 in Bank of Italy loan more or less

and accept therefor a good and valid grant deed to the following property owned by the second party situate in the..... County of Santa Clara County of..... San Mateo State of California, and described as follows:

Lot 23 in Block 5 Stanford Park, Menlo Park, San Mateo County, California

Valuation \$4750.00

subject to the following encumbrances:

Party of the 2nd party to pay to the party of the 1st party \$1750.00 in cash,
1st party to pay off present loan on said property on Alma Street and
deliver property clear of incumbrances. 2nd party to deliver property in
Stanford Park, the 1st party, trust in the name of the 1st party,
loans on their property to suit

Additional Terms of Exchange:

In addition thereto the sum of \$ nil shall be paid by nil to nil. Each party hereto shall furnish a Certificate and Guarantee of Title or Policy of Title Insurance made by the San Jose Abstract & Title Insurance Co., within days from the acceptance hereof showing good Title of record to the respective properties described herein in the respective contracting parties free and clear of encumbrances with the exceptions above mentioned. Within 30 days thereafter deeds shall pass and the said exchange shall be consummated.

Taxes shall be pro-rated from July 1st preceding.

In case the title to either of said properties is not good, the time of performance of this agreement shall be extended for a reasonable time for the purpose of validating each title and proceedings to validate such title shall be taken with all reasonable expedition. In case such title cannot be made good as herein provided, this agreement shall be void except as to the payment of commissions.

Each party hereto shall, if married, procure the signature of his or her husband or wife to any deed or other instrument made pursuant to this agreement.

Sullivan Realty Co. is hereby authorized to act as agent for both parties hereto and in case he secures the signature of Pete Nielsen to the acceptance hereof the undersigned agrees to pay him a commission of \$ 250.00.

Dated: December 10th 1928.

Luigia Giudici
Luigia Giudici

ACCEPTANCE

Pete Nielsen second party, hereby accepts the foregoing offer and agrees to perform the terms and conditions thereof on his part and consents to the employment of Sullivan Realty Co. as agent for both parties and agrees to pay to him commission of \$ 250.00.

Dated: December 10th 1928.

Pete Nielsen
Anna Nielsen