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BUSH & ACKLEY  
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FIRST NATIONAL BANK BUILDING  
OAKDALE, CALIFORNIA  
TELEPHONE 3711

December 3, 1953

Louis J. Hardie  
1106 Curtis St.  
Albany 6, California

Re: Odd Fellows Sierra Recreation Association

Dear Judge Hardie:

The Association has sold the parcel of land next to Sylvan Lodge, with the house and cabins on it, to a Mr. E. Cisco, of Star Route, Sonora. The sale price was \$4,250.00, payable \$1,000.00 down, and balance of \$3,250 to be paid in installments of \$40.00 per month with interest at 6% per annum on deferred payments.

The Association was not in a position to properly care for this property or keep same rented to responsible tenants. The house and cabins were deteriorating rapidly and the directors some time ago decided that this property should be sold to eliminate the expense of maintenance and repairs and to prevent further deterioration in value. The directors wrote to all members of the Association and all other interested parties of whom they had knowledge requesting that anyone interested in the property make them a written bid or offer. The bid of Mr. Cisco for \$4,250.00 was the highest, and best bid received. The property could not be sold for cash as no one with the full purchase price available in cash could be found and, because of the location and run-down condition of the house and cabins, the Bank was not interested in financing any Purchaser.

The Association, upon completion of this sale, would like to pay your Lodge the \$1,000.00 down payment, in return for which your Board of Trustees would give a Partial Reconveyance eliminating this small parcel of land from your outstanding Deed of Trust. The Association would then take a note and deed of trust from the Purchaser on such parcel to secure payment of the \$3,250.00 balance of the purchase price.

I realize that this suggested course of action varies somewhat from the agreement between you Trustees and the Association under which the Association agreed to pay you one-half of the net proceeds from the sale of small tracts or parcels, in return for which you were to

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execute reconveyance releasing any such parcels which were sold. Such agreement, however, contemplated cash sales. Since the present sale is on credit, the Association thought that by paying you the entire down payment of \$1,000.00, your Lodge would probably be willing to release this small parcel from your deed of trust, thus permitting the Association to properly secure the balance of the purchase price by taking a deed of trust in favor of the Association covering this parcel.

Will you please take this up with your Lodge and let us know if this is agreeable? In case it does meet with the approval of your Lodge, I am enclosing a Request for Partial Reconveyance to be signed by the Trustees and returned to me. We would appreciate hearing from you as soon as possible on this, as the Association is anxious to complete the deal with Mr. Cisco.

With kindest personal regards, I remain

Yours sincerely,

George H. Ackley  
FOR BUSH, ACKLEY & MILICH

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