

United States Department of the Interior  
National Park Service

1148

# National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form*. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions.



### 1. Name of Property

Historic name: Withington, George and Eliza, House

Other names/site number: \_\_\_\_\_

Name of related multiple property listing: \_\_\_\_\_

(Enter "N/A" if property is not part of a multiple property listing)

### 2. Location

Street & number: 10 Welch Lane

City or town: Ione State: CA County: Amador

Not For Publication:  Vicinity:

### 3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,


I hereby certify that this X nomination \_\_\_ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property X meets \_\_\_ does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance:

\_\_\_ national \_\_\_ statewide X local

Applicable National Register Criteria:

X A X B X C \_\_\_ D

	<u>11/24/14</u>
<b>Jenan Saunders, Deputy State Historic Preservation Officer</b>	<b>Date</b>
<u>California State Office of Historic Preservation</u>	
<b>State or Federal agency/bureau or Tribal Government</b>	

In my opinion, the property \_\_\_ meets \_\_\_ does not meet the National Register criteria.

Signature of commenting official:

Date

Title :

State or Federal agency/bureau  
or Tribal Government

Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

---

#### 4. National Park Service Certification

I hereby certify that this property is:

- entered in the National Register
- determined eligible for the National Register
- determined not eligible for the National Register
- removed from the National Register
- other (explain:) \_\_\_\_\_

---

Signature of the Keeper

Date of Action

---

#### 5. Classification

##### Ownership of Property

(Check as many boxes as apply.)

- Private:
- Public – Local
- Public – State
- Public – Federal

##### Category of Property

(Check only **one** box.)

- Building(s)
- District
- Site
- Structure
- Object

Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

**Number of Resources within Property**

(Do not include previously listed resources in the count)

Contributing	Noncontributing	
<u>2</u>	<u>3</u>	buildings
<u>                    </u>	<u>                    </u>	sites
<u>                    </u>	<u>1</u>	structures
<u>                    </u>	<u>                    </u>	objects
<u>2</u>	<u>4</u>	Total

Number of contributing resources previously listed in the National Register N/A

---

**6. Function or Use**

**Historic Functions**

(Enter categories from instructions.)

Domestic:                       
Single Dwelling  
                      
                      
                      
                    

**Current Functions**

(Enter categories from instructions.)

Domestic:                       
Single Dwelling

Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

---

## 7. Description

### Architectural Classification

(Enter categories from instructions.)

Mid-19<sup>th</sup> Century:

Greek Revival

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Materials:** (enter categories from instructions.)

Principal exterior materials of the property: Brick; Stone: Fieldstone

### Narrative Description

(Describe the historic and current physical appearance and condition of the property. Describe contributing and noncontributing resources if applicable. Begin with a **summary paragraph** that briefly describes the general characteristics of the property, such as its location, type, style, method of construction, setting, size, and significant features. Indicate whether the property has historic integrity.)

---

### Summary Paragraph

Located at 10 Welch Lane in Ione, California, the George and Eliza Withington House (Withington House) is a large, two story brick Greek Revival house, constructed in 1857. Sitting on just over three acres of land along the northern banks of Sutter Creek, the house has a low pitched hipped roof with a large monitor at its peak. The building has an essentially rectangular footprint, with a single story projection on its northeast corner and a rectangular projection in the center of its second story. A full-façade front porch with second story balcony supported by vernacular squared columns dominates the building's primary façade. Wide, divided bands of trim emphasize the building's cornice lines. The house has a poured concrete perimeter foundation and is of running bond brick masonry. A small two story brick and fieldstone building, constructed at approximately the same time as the main house, is situated directly behind the main house. Four noncontributing resources are located on the property: a converted shed/garage located north of the main house; a wood clad, side gabled stable located in the center of the property; an additional wood clad guesthouse located along the property's easternmost boundary; and an in-ground swimming pool just south of the Withington House. The Withington House is in excellent condition and retains a high degree of integrity.

Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

---

## Narrative Description

### Setting

The Withington House is located at the eastern end of Welch Lane in a primarily residential neighborhood. The 3.27 acre lot includes a lawn immediately adjacent to the house, with trees, horses, and outbuildings creating a feeling of the agrarian lifestyle that once dominated the region. Nearby is the National Register-listed Preston School of Industry, also a California Historical Landmark, and one of the earliest reform schools in California.

### West (Primary) Elevation

The primary façade faces west toward Welch Lane and Preston Avenue. A prominent full-façade porch with second story balcony dominates the elevation. Vernacular, squared columns support the porch and balcony. There are six vernacular, narrow columns connecting the base of the second story balcony with the decorative cornice and four wider columns stemming from the foundation and supporting the second story balcony. Both the first and second floor porches have handrails with plain squared balustrades. Windows on the second floor are long, narrow single pane casement. Two windows on either side of the door on the first floor are six over six, double-hung wood sash. All windows have simple vertical segmented brick lintels and shallow ledges. Three stairs lead to the elevated brick entry porch. A full line of narrow transom windows surrounds a wooden door at the building's entrance.

### North Elevation

The north facing elevation consists of the primary, two story boxed building and the lower, single story extension on the eastern portion of the elevation. A single six over six double-hung wood sash window with simple, vertically segmented lintels and shallow ledge, is located just below the north east corner of the two story building. On the first floor, two six over six double-hung wood sash windows and a paneled wood door with a single paned glass lintel above are set on the wall, evenly spaced from left to right. On the single story projection, there is a strip of three double-hung wood sash ribbon windows with simple vertical lintels and slight ledge above.

### East Elevation

The east facing elevation is composed of the two story box, the single story northeast projection, and a second story projection with brick support columns. The central second story projection and the single story projection on the northeast corner create a tiered appearance. There is a single six over six, double-hung wood sash window on the southeast corner of second floor of the main brick building. A six over six double-hung wood sash window and ten-paned window are located on the first floor.

Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

A one-room projection with horizontal tongue and groove siding extends from the center of the second floor. Two fixed windows, one of six panes and one of ten panes, are located on the south side of the second story projection. A single six over six double-hung wood sash window is located on the southern corner of the eastern façade of the second story projection. A small four-paned casement window is located on the northwest corner of the north façade of the projection.

The single story first floor projection, original to the house and also made of brick, has a single paned sash wood door and double-hung wood sash window on its southern wall. An additional single paned sash wood door is located in the center of the east wall of the first floor projection.

### **South Elevation**

The southern facing elevation is characterized primarily by its largely bare brick wall. Two six over six double-hung wood sash windows with simple segmented brick lintels are located on the eastern corner of the façade; one is on the second floor and one directly below on the first floor.

### **Secondary Contributing Resource**

Directly behind the main house is a two story brick building with a low pitched, corrugated metal gabled roof, constructed at approximately the same time as the main house. A previous resident of the property indicated the building may have been constructed as a kitchen. It was later referred to as the “tack house,” and used as a laundry room and changing room for the pool.<sup>1</sup> The owner at the time of nomination refers to the building as a guesthouse. The building is characterized by its use of brick on the second floor, mirroring the main house, and its use of uncoursed stuccoed field stone on the bottom floor. A single six over six double-hung wood sash window with simple segmented brick lintels is located in the center of the west façade of the second floor. A short straight staircase with a handrail with plain squared balustrades leads to a wood sash entrance door on the south elevation of second floor. A small shed roof covers the entrance porch. Concrete stairs lead down to the first floor door, which is located primarily below ground. A small, single paned fixed window is located just above ground level on the center of both the east and west façades of the first floor.

### **Noncontributing Resources**

Three buildings and one structure were built after the property’s period of significance and have not achieved significance independently.

#### *Buildings*

A rectangular shed/garage with a saltbox form and a corrugated metal roof, constructed circa 1910, is located on the center of the property near its northern perimeter. The building shares the southern half of its eastern wall with the brick and fieldstone guesthouse. A circa 1950 brick façade was added to the northern portion of the eastern façade of the shed, where the guesthouse

---

<sup>1</sup> Per November 2013 correspondence from neighbors G.W. and Eileen Gebhardt.

Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

and shed meet, to create the appearance of a separate, front gabled garage. Located at the far eastern end of the property near Sutter Creek, there is a circa 1920 converted guesthouse. The building originally functioned as a dairy under the property's previous owners.<sup>2</sup> A circa 1950 side gabled stable with vertical tongue and groove wood siding and a corrugated metal roof is located at roughly the center of the three and a quarter acre property.

### *Structure*

An in-ground swimming pool is located just south of the southern elevation of the main house, and was constructed in 1962.

### **Additions/Alterations**

Since the main building was constructed in 1857, outbuildings on the property have come and gone. From the time of its initial development, the property has been used primarily for agriculture, and the outbuildings on the property have reflected that. The noncontributing resources were built long after the main house's construction in 1857, to fit the needs of the property's use.

Sometime between 1900 and 1940, the columns on the primary façade of the main building were replaced. Originally, there were six columns on both the first and second stories (see Figure 1). Columns on the first story appear to have been Roman Tuscan unfluted columns, while columns on the second story were vernacular squared. Today, there are four much wider vernacular squared columns on the first floor and six vernacular squared columns on the second floor. This alteration was likely made for increased support of the second story balcony. Though the change is significant, the Withington House has had discontinuous columns since at least 1870, as historic photographs reveal, lessening the impact of the alteration.

A second story wood-clad bathroom addition on the rear of the main house was constructed sometime in the early twentieth century. The house was originally designed without an interior bathroom, so the wood-clad addition was constructed out of necessity. A monitor was added sometime in the early twentieth century at the peak of the hipped roof. This monitor was likely added for ventilation purposes.

### **Integrity**

The George and Eliza Withington House maintains sufficient historic integrity to convey its historic significance. Since its initial construction in 1857, the George and Eliza Withington House has experienced few additions and alterations. The lack of alterations has allowed the Withington House to retain the majority of its character defining features. While outbuildings on the property have come and gone over the years, the property has always continued its agrarian function. The Withington House maintains a high degree of integrity in all seven aspects: location, design, setting, materials, workmanship, feeling, and association.

---

<sup>2</sup> Per April 2014 conversation with Dan Sinclair, property owner at the time of nomination.

Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

### *Location*

The property remains at its original site and retains its integrity of location.

### *Design*

Though the columns and porch have been altered multiple times since the building's completion in 1857 to support the second floor porch, the property retains enough of its original character defining features to convey its historic design. Originally designed without an interior bathroom, a rear second story wood-clad bathroom addition was constructed sometime in the early twentieth century. Other than these alterations, the design of the Withington House remains largely unchanged and retains a high degree of integrity.

### *Setting*

The Withington House retains its historic setting. The house remains situated on a large lot bordering the northern banks of Sutter Creek, just across the creek from the historic 1853 town site of Ione. While the house now sits on 3.27 acres of what was once a 16 acre parcel, the property retains its agrarian setting through its large, grassy lot, removed from the surrounding houses.

### *Materials*

The two story brick house and rear brick and fieldstone guesthouse have had minimal alterations over the years, and retain their historic materials.

### *Workmanship*

A two story Greek Revival building of brick masonry, the building remains an excellent example of Gold Rush-era architecture in the Ione Valley. Constructed primarily of locally manufactured brick the building remains an excellent example of 1850s architecture in Amador County. With few significant alterations, the Withington House retains a high degree of integrity of workmanship.

### *Feeling*

While the amount of property on which the Withington House sits has decreased over time, enough of the property remains to maintain its original agrarian setting. The house has had few significant alterations throughout the course of existence, and has a high degree of integrity of feeling.

### *Association*

The Withington House continues to be associated with both the productive lives of photographer Eliza Withington and her husband George, as well as the Greek Revival style of architecture. With few significant alterations, the Withington House embodies the majority of the character defining features of the Greek Revival style of architecture.



Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

---

## 8. Statement of Significance

### Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- A. Property is associated with events that have made a significant contribution to the broad patterns of our history.
- B. Property is associated with the lives of persons significant in our past.
- C. Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- D. Property has yielded, or is likely to yield, information important in prehistory or history.

### Criteria Considerations

(Mark "x" in all the boxes that apply.)

- A. Owned by a religious institution or used for religious purposes
- B. Removed from its original location
- C. A birthplace or grave
- D. A cemetery
- E. A reconstructed building, object, or structure
- F. A commemorative property
- G. Less than 50 years old or achieving significance within the past 50 years

Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

**Areas of Significance**

(Enter categories from instructions.)

Architecture

Art

Settlement

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Period of Significance**

B: 1857-1900

C: 1857

\_\_\_\_\_

**Significant Dates**

1857, House Constructed

1877, Death of

Eliza Withington

1900, Death of

George Withington

**Significant Person**

(Complete only if Criterion B is marked above.)

Withington, Eliza

Withington, George

\_\_\_\_\_

**Cultural Affiliation**

N/A

\_\_\_\_\_

\_\_\_\_\_

**Architect/Builder**

Unknown

\_\_\_\_\_

\_\_\_\_\_

Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

**Statement of Significance Summary Paragraph** (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations.)

The George and Eliza Withington House is eligible for the National Register of Historic Places at the local level of significance under Criteria B and C in the areas of art, architecture, and settlement. Under Criterion B, the Withington House is eligible as the home of Ione Valley pioneers George and Eliza Withington. Settling in Ione in 1857, Eliza Withington is the only known female photographer working in Amador County during the nineteenth century. Withington was a highly regarded local portrait photographer. She is most notable for her landscape photography, which she took on numerous trips to the mining camps in the Sierra Nevada Mountains. While she worked out of a photography studio, the building no longer exists and the Withington House is the property most associated with Eliza Withington's productive life; she lived in the house from 1857, the year of its construction, until her death in 1877. The house is also associated with the productive life of her husband, George Withington, who moved to the Ione Valley in 1851. He became involved in mining and farming, and was most significant for his time spent as an agent for the Rancho Arroyo Seco land grant that encompassed the Ione Valley. George Withington lived in the Withington House from 1857 until his death in 1900. Under Criterion C, the Withington House is eligible for embodying the distinctive characteristics of the Greek Revival style of architecture. One of four brick houses constructed in the Ione Valley during the 1850s, the Withington House is an excellent local example of Gold Rush-era architecture in Amador County. The period of significance for Criterion B extends from 1857, the year of the building's construction, to 1900, the entirety of the period that George and Eliza Withington lived in the house. Under Criterion C the period of significance is 1857, the year of construction.

---

**Narrative Statement of Significance** (Provide at least **one** paragraph for each area of significance.)

**Criterion B: George and Eliza Withington, Amador County Pioneers**

The George and Eliza Withington House is eligible for the National Register of Historic Places under Criterion B for its association with the productive life of Elizabeth (Eliza) Kirby Withington, a pioneer female photographer in California. Mrs. Withington is the only known female photographer to work in Amador County during the nineteenth century, a time when few females ventured into professional work. Eliza opened a photography studio in Ione in 1857, and operated the studio until sometime shortly before her death in 1877. While she was primarily a portrait photographer, she is most significant for her landscape photographs, which she took on several trips to the Sierra Nevada Mountains, just east of Ione. Today, her work can be found in the collections of the Huntington Library and the California State Library, with a large collection of her photographs housed in the Amador County Archives.

The George and Eliza Withington House is also eligible for the National Register of Historic Places under Criterion B for its association with California pioneer George Withington. A

Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

shingle maker by trade, George Withington came to California in 1849 with a team of men and established one of the earliest shingle mills in California in what later became Shingle Springs, El Dorado County. In 1851, Withington left the shingle mill and looked for fortune in the Ione Valley, where he remained until his death in 1900. Withington was involved in various ventures: he constructed a ditch along Sutter Creek to bring water to miners during the dry summer months, developed a copper mining company during the Civil War years, and served as a sales agent for the sale of land from the Rancho Arroyo Seco Mexican land grant.

### *Women in California Photography*

Women have played an important, but largely forgotten, role in California photography since the Gold Rush. In 1847, twelve-year-old Epifania de Guadalupe Vallejo, daughter of Californio military commander and pioneer General Mariano Guadalupe Vallejo, captured a daguerreotype image of her mother, Francisca Benicia Carrillo. As the Vallejo family remembered it, the small image was placed in a ring, which General Vallejo wore on his finger until the time of his death. Epifania went on to become an accomplished amateur painter. Her story, however, has been largely forgotten, overshadowed by her father's achievements.<sup>3</sup>

Following the discovery of gold at Sutter's Mill in Coloma in January 1848, thousands of people flocked to California in search of fortune. While the majority of them were single men, many women came to California during this period as well. Julia Shannon is recognized as California's earliest professional female photographer. Shannon opened a studio in San Francisco sometime in 1850 just one year after the first known male photographer opened a studio in California. Other photographers such as Julia Ann Rudolph of Nevada City and Mary Winslow of San Francisco left their mark on the regions in which they worked during the second half of the nineteenth century. Because photography equipment at the time was heavy and bulky, most of the female photographers of the time stayed in the studio and worked as portrait photographers.<sup>4</sup>

While a few individuals of note are remembered in California photography, most early female photographers have been forgotten. Few women during the nineteenth century were able to support themselves, independently of their husbands, through photography. In the mid-nineteenth century, for a woman to participate in any kind of professional endeavor was rare, and often frowned upon. Some women worked as assistants in their husband's studios, without credit, only taking over the operation upon the husband's death. Most of the information related to women photographers in Gold Rush-era California has been lost due to poor record keeping. Because women rarely owned land during the mid-nineteenth century, they were often left off of public records because they were not the head of household. In business issues, women often exclusively used their husband's name, making it difficult to trace the work of early female photographers. Despite the gender inequality that existed during the mid- to late-nineteenth

---

<sup>3</sup> Peter E. Palmquist, "100 Years of California Photography: Women Innovators and Their Contribution, 1850-1950," in *Women Artists of the American West*, ed. Susan R. Ressler (Jefferson, NC: McFarland & Company, Inc., 2003), 201.

<sup>4</sup> Jo Ann Levy, *They Saw the Elephant: Women in the California Gold Rush* (Norman, OK: University of Oklahoma Press, 1992), 1; Palmquist, "100 Years of California Photography," 201-204; Martha Kreisel, ed., *American Women Photographers: A Selected and Annotated Bibliography* (Westport, CT: Greenwood Press, 1999), vii.

Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

century, the work of a few early California female photographers survives, allowing some understanding of the work that was being done in California's early history.<sup>5</sup>

### *Eliza Withington, Pioneer Photographer*

In the mid-nineteenth century, Eliza Withington was one of Amador County's most accomplished photographers, as well as the county's only female photographer. Born in New York on March 17, 1825, Eliza later moved to Michigan where she married shingle maker George Withington in 1845. In 1852, Eliza left for California with her daughters Sarah Augusta (Augusta) and Eleanor to meet her husband George who had left in search of wealth three years earlier. Upon their arrival, the Withington family soon settled in the Ione Valley, a small, fertile valley roughly 40 miles southeast of Sacramento, in the shadow of the foothills of the Sierra Nevada Mountains. The Withingtons lived for a brief period in the small mining camps of Dry Creek and later in Muletown, both located in the Ione Valley. In 1857, four years after the town site of Ione City was laid out, the Withingtons constructed their large, two-story brick house in Ione City along the northern banks of Sutter Creek.<sup>6</sup>

Eliza Withington began her photography career shortly before 1857, when she traveled to the East Coast to learn the trade. While in New York, Withington visited numerous notable galleries, including that of famed celebrity and documentary photographer Mathew Brady. Research did not reveal why Withington decided to enter the field of photography, but in July 1857, she opened an ambrotype gallery along Main Street in Ione. The ambrotype was a popular method of photography in the mid-nineteenth century, which used a complicated process to capture a positive image on a sheet of glass. An advertisement appearing in the July 25, 1857 edition of the *Amador Ledger* described Withington's gallery as being located on "Main Street, first door west of the bridge." The *Amador Ledger* commented on the arrival of Eliza Withington's photography studio, stating, "We are assured upon undoubted authority that she is an accomplished lady and most excellent artist. Just think of it – Your picture taken by a lady!"<sup>7</sup> By 1857, there were already a number of male portrait photographers in Gold Country, but there were few, if any, other female photographers; a female photographer, or professional in any field, was still viewed as a spectacle. Eliza was one of the most successful portrait photographers in Amador County during the 1860s and 1870s, capturing images of many of the area's residents. Eliza also participated in other, more typical, feminine activities; she offered instruction in "Oriental Pearl Painting," a popular women's hobby in Gold Rush-era California.<sup>8</sup>

Little is known about Eliza Withington's personal life and career during the 1860s. Examining her historic record during the period reveals some important information about her life and success. In the 1860 census, Eliza is listed as living with her husband George and their two

<sup>5</sup> Kreisel, *American Women Photographers*, vii; Palmquist, "100 Years of California Photography," 202-204.

<sup>6</sup> Peter E. Palmquist, *Pioneer Photographers of the Far West: A Biographical Dictionary, 1840-1965*, (Palo Alto, CA: Stanford University Press, 2002), 602

<sup>7</sup> Jeanne Hamilton Watson, *To the Land of Gold and Wickedness: The 1848-59 Diary of Lorena L. Hays* (St. Louis: The Patrice Press, 1988), 225-228

<sup>8</sup> Peter E. Palmquist, *Shadowcatchers: A Directory of Women in California Photography Before 1901* (Eureka, CA: Eureka Printing Co., 1991), 238-239; Palmquist, *Pioneer Photographers*, 602.

Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

children, Eleanor and Augusta. No profession is listed. In 1866, Eliza Withington became the title holder for the roughly seven and one-half acre lot that her family had lived on for the previous nine years. This purchase stemmed from an 1863 Superior Court decision that upheld the proposed boundaries of the Arroyo Seco Mexican land grant, which encompassed the Ione Valley. The legality of this land grant had been questioned by early pioneers, including those in the Ione Valley, to no avail. The Withingtons, like all other residents of the Valley, were required to either pay for their property or abandon it. On October 13, 1863, George Withington signed an indenture for eight hundred dollars with Arroyo Seco investors J. Mora Moss and others for the property on which the Withington home was located. After George filed for bankruptcy in 1865 and was unable to pay his indenture, Eliza Withington completed the deal for eight hundred dollars on May 3, 1866. Eliza Withington became the sole owner of the property, an unusual achievement in 1860s California. While no information regarding her photographic work in the 1860s is known, that she was able to pay eight hundred dollars for her family's seven and one-half acre Ione property makes it likely that her photography business continued throughout the 1860s. Few women in Amador County during the mid-nineteenth century owned property, or were able to support themselves independently of their husbands; Eliza Withington's achievements were formidable.<sup>9</sup>

Eliza Withington's photographic talents were diverse and unusual for post-Gold Rush California. While Withington was primarily a portrait photographer throughout the early years of her career, her talents expanded in the 1870s. By 1871, Eliza was living apart from her husband, possibly due to their financial conflicts. During this period of separation, Eliza took multiple trips to mining camps throughout the Sierra Nevada Mountains. In 1873, Eliza went on a photography excursion that took her to Silver Lake, Kirkwood, and Carson Pass where she captured many stereoscopic views (See Figures 4-7). The photographs show mining camps, mountain families, and rugged landscapes. A selection of this series was submitted to the photography magazine the *Philadelphia Photographer*, who in turn described them as, "most artistically put together." In 1876, Withington's extended essay "How a Woman Makes Landscape Photography" was published in the *Philadelphia Photographer*. Eliza's essay described efficient and effective ways of conducting landscape photography, and is considered by photography historian Peter Palmquist to be one of the finest instructional photography articles written by a woman during the nineteenth century. Eliza Withington died on March 4, 1877 at age 51 after an extended battle with an unknown illness, leaving a permanent mark on early California photography.<sup>10</sup>

#### *George Withington, Pioneer of the Ione Valley*

George Withington, husband of Eliza, was an entrepreneurial pioneer of the Ione Valley. Born in Seneca County, New York on May 10, 1821, George Withington moved to Monroe, Michigan, located on the western shores of Lake Erie, with his family at the age of two. Mr. Withington, a shingle maker by trade, married Eliza Kirby on December 3, 1845. In the spring of 1849, George Withington left his wife with their children, Augusta and Eleanor, and joined a company of men

<sup>9</sup> United States Census, 1860; Grant Deed, "J. Mora Moss to George Withington," Book G of Deeds, October 13, 1863, Clerk and Recorder's Office, Amador County, CA; Grant Deed, "J. Mora Moss to Elizabeth Withington," Book J of Deeds, May 3, 1866, Clerk and Recorder's Office, Amador County, CA.

<sup>10</sup> Ressler, *Women Artists of the American West*, 203-204; Palmquist, *Shadowcatchers*, 239-243

Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

on a journey to California in search of opportunity. Upon arrival, George Withington and his team settled in Sacramento for a brief period. After surveying the region, Withington's team eventually settled on a cluster of springs 40 miles east of Sacramento in the foothills of the Sierra Nevada. There, Withington and his team established a horse powered shingle mill and constructed the first shingled house in the region. The shingle mill was one of the earliest facilities of its type in the Sierra Nevada foothills, producing sixteen thousand shingles per day, and supplied the surrounding region with shingles. The town of Shingle Springs, El Dorado County, was later established on the surrounding land, named for the team's shingle mill.<sup>11</sup>

In 1851, George Withington sold his property in Shingle Springs and moved south to the Ione Valley where he became involved in many of the important events in the region's early history. Eliza and their two children joined George on his homestead in Dry Creek in 1852, only to be evicted from their property in 1855 after it was decided that Dry Creek was part of the Rancho Arroyo Seco land grant. After settling in the mining camp of Muletown following eviction, George Withington established the Empire Ditch Mine and Fluming Company (Empire Ditch Company) with his brother Richard Withington, Charles Hutz, Samuel Ewing, Isaac Perkins, and Edward Crowell. Drawing water from Sutter Creek about one mile east of the town of Sutter Creek, the Empire Ditch Company provided prospective miners with water in the towns and camps between Dry Creek and Sutter Creek. Ditch companies were important in the development of the Ione Valley, bringing water to an area that lacked the necessary water for mining in the fall and summer months. George Withington's Empire Ditch Company later merged with the Amador Ditch Company.<sup>12</sup>

In 1857, George Withington moved his family to Ione City, where he constructed a two story brick home along the northern banks of Sutter Creek, just across from the original town site of Ione. Research did not reveal when the Empire Ditch Company merged with the Amador Ditch Company, but the 1860 United States Census listed his profession as a farmer. On April 27, 1863, George Withington began a new venture: the Ione Copper Mining Company.<sup>13</sup> With the high demand for copper to support the war effort in the east, many investors saw an opportunity for riches, and more than fifty copper mining companies started in the Ione Valley during the Civil War years. However, with the conclusion of the Civil War in 1865, the value of copper drastically declined and the Ione Copper Mining Company soon disbanded. The year of 1864 saw an extreme drought, and the Withingtons lost the entirety of their wheat and barley in addition to 200 head of hogs. The following year, Mr. Withington filed for bankruptcy after his numerous business ventures failed to return the high reward that he anticipated.<sup>14</sup>

---

<sup>11</sup> *A Volume of Memoirs and Genealogy of Representative Citizens of Northern California* (Chicago: Standard Genealogical Publishing Company, 1901), 294-295; Palmquist, *Pioneer Photographers*, 602; Paulo Sioli, *Historical Souvenir of El Dorado County, California with Illustrations and Biographical Sketches of its Prominent Men and Pioneers* (Oakland, CA: Paulo Sioli, 1883), 200-201.

<sup>12</sup> *Ibid.*; Grant Deed, "R.H. Withington et. al to George Withington," Book B of Deeds, June 2, 1856, Clerk and Recorder's Office, Amador County, CA.

<sup>13</sup> United States Census, 1860; Stock Certificate, Ione Copper Mining Company, May 30, 1863.

<sup>14</sup> Allen, "Portrait of the Ione Valley," 28-29; Amador County Court, "George Withington v. Creditors," January 25, 1865.

Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

By 1870, George Withington was working as an agent for the Rancho Arroyo Seco land grant. Following the sale of the Rancho Arroyo Seco grant to a group of San Francisco Bay Area investors in 1861, agents were employed to oversee the sale and distribution of what remained of the nearly 50,000 acre grant. Research did not reveal the length of George Withington's service as the grant's sales agent. In the early 1870s, George and Eliza Withington separated, likely due to their financial hardships. Although Eliza was the sole owner of the property, George continued to live on the land, possibly in the brick guesthouse located directly behind the main two story house. During this period, Mr. Withington farmed the property and began experimenting in agricultural technology. In February 1871, the entrepreneurial George Withington was issued a patent for an adjustable iron wheelbarrow wheel. After Eliza's death in 1877, their daughter, Augusta, inherited the property, but George continued to live on and farm their seven acre ranch. In 1884, at the age of 63 and seven years after the death of his wife Eliza, George Withington married a widow, Mrs. S.J. Maddux. George died on February 20, 1900. An Ione Valley pioneer, George Withington was a man of many ventures associated with the development of the region. He never found the success he sought.<sup>15</sup>

#### *The Withington House After George and Eliza*

Following Eliza's death in 1877, ownership transferred to Eliza's eldest daughter, Augusta. Augusta Withington married William Henry Welch in 1883, and moved with him to Los Angeles. After George Withington's death in 1900, Augusta and her husband William decided to sell the property. In an article published in the *Amador Ledger* on April 4, 1902, William Henry Welch called on letters of support to change the title on the property from Augusta's name to his, upon Augusta's request. According to the article, the property had increased to 16 acres and had a value of two thousand dollars. The property was sold soon following the *Amador Ledger* article to the Amick family, a longstanding Ione Valley family. Augusta's name by marriage, Welch, remained as the street's name. The Withington House is currently located at 10 Welch Lane.<sup>16</sup>

#### *Comparison to Related Properties*

Eliza Withington lived in Ione from 1857 to 1877. In 1857, Mrs. Withington opened a photography studio on "Main Street, first door west of the bridge."<sup>17</sup> This property, if standing, would be the most representative property of her significance as Amador County's first female photographer. That property is no longer extant. The Withington House, in which she lived from 1857 to 1877 during her entire career as a professional photographer, is the most representative property associated with her productive life.

George Withington came to California in 1849. One of George Withington's most significant achievements was constructing the shingle mill for which the town of Shingle Springs, El Dorado County was later named. This mill remained until the mid-twentieth century, but has

<sup>15</sup> United States Census, 1870; *Volume of Memoirs*, 295; "A New Iron Wheel," *Pacific Rural Press*, March 22, 1873.

<sup>16</sup> Grant Deed, "J. Mora Moss to George Withington," Book G of Deeds, October 13, 1863, Clerk and Recorder's Office, Amador County, CA; Grant Deed, "J. Mora Moss to Elizabeth Withington," Book J of Deeds, May 3, 1866, Clerk and Recorder's Office, Amador County, CA; "Estate of Eliza W. Withington," *Amador Ledger*, April 4, 1902.

<sup>17</sup> Palmquist, *Pioneer Photographers*, 602.



Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

since been torn down. After moving to the Ione Valley in 1851 and living in temporary housing, George and Eliza Withington eventually constructed their two story brick home in 1857. George lived there from 1857 until his death in 1900, while he served as manager for the Rancho Arroyo Seco grant and got involved in various mining activities in the area. The Withington House is the property most closely associated with his productive life.

### **Criterion C: Greek Revival Architecture**

The George and Eliza Withington House is eligible for the National Register under Criterion C at the local level for embodying the distinctive characteristics of the Greek Revival style. Constructed in 1857, this two-story brick house has a low pitched hipped roof with full-façade front porch and a brick and fieldstone guesthouse. The Withington House is one of four brick houses constructed in the Ione Valley during the 1850s that remains to this day and is one of the finest examples of the style in the region.

#### *Greek Revival Architecture*

The Withington House is an excellent example of Greek Revival architecture in the Ione Valley. The Greek Revival style dominated America's architectural landscape from approximately 1820 to 1860. The style has its American origins at the turn of the seventeenth century, as the United States looked to distinguish itself from its former colonial overlords. Earlier styles, such as the Georgian and Federal architectural styles, were heavily influenced by the architecture of Britain. Rather than looking to England for inspiration as they had in the Colonial years, mid-nineteenth century architects in the United States looked to the order and democracy of ancient Greece for influence.<sup>18</sup>

Greek Revival architecture began and concluded with the construction of public buildings in New England. Throughout the mid-nineteenth century, the style spread across the western frontier, as settlers continued to migrate westward. Some of the earliest examples of the style appeared in Philadelphia, particularly common in the construction of government buildings. The style gained popularity in the South, where large homes, often made of brick with full-façade porches, were common on the rural landscape. As the United States expanded west, settlers brought their architectural styles with them. When thousands of people flooded the West after the discovery of gold in California in 1848, Greek Revival architecture began to appear in the regions' growing boomtowns and mining camps. Despite its long period of popularity, examples of the Greek Revival style in California are relatively uncommon, as Gothic Revival and Italianate architecture began to emerge as the popular styles. By the end of the 1850s, the demand for the Greek Revival style began to fade away.<sup>19</sup>

The Greek Revival style is defined by symmetry and order. Domestic examples of the style typically have low pitched gabled or hipped roofs. Drawing on the architecture of ancient Greece, character defining features of the style include wide bands of trim emphasizing the cornice line on the main roof to mimic Greek entablature (frieze and architrave), columned

<sup>18</sup> Talbot Hamlin, *Greek Revival Architecture in America* (New York: Dover Publications, Inc., 1944), xv

<sup>19</sup> *Ibid.*, 3, 310-314.

Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

porches or porticos, and elaborate doorways with narrow sidelights. Buildings of the style are typically of wood siding, and variations often include brick or stone.<sup>20</sup>

The Withington House employs many of the character defining features of the Greek Revival style. These include its low-pitched, hipped roof with full-façade front porch, symmetrical façade, wide bands of trim emphasizing the cornice lines of the main house, a porch supported by columns, and narrow transom window door surrounds. The vernacular brick guesthouse utilizes only mild elements of the Greek Revival style, mimicking the main brick house with its wide band of trim, overhanging eaves, and symmetrical façade. Though the brick guesthouse does not demonstrate many of the character defining features of the style, with its brick and fieldstone construction the building adds to the overall character of the property. The Withington House appears much as it did at the time of its construction (see Figure 1), with only minor alterations as noted in Section 7. The George and Eliza Withington House is an excellent example of Gold Rush-era, Greek Revival architecture in Amador County.

### **Development History/Additional Historic Context Information**

#### *Settlement of Ione*

The City of Ione, California is located in western Amador County, roughly twelve miles west of Jackson, at the junction of Dry Creek, Jackson Creek, and Sutter Creek. Originally inhabited by indigenous people of the Plains Miwok tribe, the first Anglo-American settlement of Ione occurred in 1848, following the discovery of gold in the foothills of the Sierra Nevada. Located in the fertile Ione Valley, gold-seekers first passed through Ione on their way to the gold fields east of the Valley. In August 1848, on their way to try their hand at mining the Mokolumne River, miners James Porter Martin and William Hicks noted that the Ione Valley had enormous agricultural potential. Thinking the land was unclaimed, people soon began to make claims on land in the Ione Valley, believing that the land would be perfect for cattle ranching. Martin and Hicks opened the first stock business on the land that later became Ione, raising cattle and selling them at the market. In early 1849, Hicks converted his makeshift home located at the confluence of Dry Creek and Mule Creek into the Ione Valley's first store. With its proximity to Jackson and the gold fields of the Mother Lode, the young settlement was quickly thrust into the role of a mining supply center.<sup>21</sup>

In 1853, miner Thomas Rickey filed a claim with the Calaveras County Recorder to establish the town site of Ione City. Prior to its establishment, the settlement went by the names of Bed Bug and Freezeout, among others, before local pioneer Thomas Brown named it Ione, for the beautiful heroine of English dramatist Edward Bulwer-Lytton's 1834 novel *The Last Days of Pompeii*. The original town site was located along the southern banks of Sutter Creek, just east of the road to Sacramento City. The town consisted of four primary streets: Main Street, First Street, Second Street, and Third Street. Constructed four years after the town was laid out, the Withington House is located directly across Sutter Creek from the original town site of Ione City.

<sup>20</sup> Virginia and Lee McAlester, *A Field Guide to American Houses* (New York: Alfred A. Knopf, Inc., 1984)

<sup>21</sup> Jesse D. Mason, *History of Amador County* (Oakland: Pacific Press Publishing House, 1881), 182; Judy Allen, "Risen From a Dream: A Portrait of the Ione Valley (MA Thesis, California State University, Sacramento), 100.

Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

In 1855, Daniel Stewart erected the first brick general merchandise store on Main Street, furthering the town's distinction as a miners' supply hub. A town hall was constructed in 1856. By the mid-1850s, most of the lots within the original tract were occupied, as prospective miners and ranchers found shelter in the young city. In 1854, Amador County was established and Ione was included.<sup>22</sup>

### *Rancho Arroyo Seco*

It was not until 1853 that Ione City residents became aware of the existence of a purported Mexican land grant that included the Ione Valley. During the 1853 legislative session at the state capital in Benicia, two local representatives, Henry Carter and Dr. E.B. Harris, were informed that Andres Pico had filed a grant claim for the Rancho Arroyo Seco. Andres Pico, brother of Pio Pico, the last Mexican governor of Alta California, claimed that he purchased the Arroyo Seco, translated as Dry Creek, grant from Theodosio Yorba, who received the grant from Governor Juan Bautista Alvarado in May 1840. According to Yorba and Pico, the grant was a floating grant for eleven square leagues, or approximately 48,810 acres, falling somewhere between the boundaries of the Sierra Nevada, Cosumnes River, Mokulumne River, and the Sacramento Road. Settlers questioned the plausibility of this grant: the supposed Rancho Arroyo Seco predated both John Sutter's and Charles Weber's grants to either side of the Arroyo Seco and neither of those were floating grants.<sup>23</sup>

After a series of legal battles between Pico and the settlers, Pico gained legal control of Rancho Arroyo Seco in May 1856, when the case was dismissed. Because the grant was a floating grant, in late 1856 Pico employed civil engineer Sherman Day to survey the region and define the boundaries of the Rancho Arroyo Seco grant. Believing that they had rightful ownership of the property, settlers organized in protest. In 1861, after failing to come to an agreement with the citizens of the Ione Valley, Pico sold the title of Rancho Arroyo Seco to a group of San Francisco-Oakland based land investors. The investors included businessman Joseph Moravia Moss (J. Mora Moss), United States Surveyor General Edward F. Beale, and lawyer Horace Carpentier, Oakland's first mayor.<sup>24</sup>

On February 3, 1863, the United State Superior Court confirmed the previously established boundaries which included the Ione Valley. Settlers were forced to either pay for the land on which they had established their homes, or face eviction. Many residents remained unwilling to pay for their property, until on February 13, 1865, Company F of the 4<sup>th</sup> Volunteers of the California Cavalry, marched into the Ione Valley. Company F remained in the Ione Valley for roughly three months, ensuring that residents either paid what they legally owed or vacated the premises. Many residents left the region, either because they could not pay their debt or they were unwilling to do so. Over the next few decades, the Rancho Arroyo Seco land was overseen by various managers, selling off the land piece by piece.<sup>25</sup>

<sup>22</sup> Mason, *History of Amador County*, 182-185; J.L. Sargent, ed., *Amador County History* (Amador County Federation of Women's Clubs, 1927), 48-49

<sup>23</sup> Allen, "Portrait of the Ione Valley," 98-101; Sargent, *Amador County History*, 53.

<sup>24</sup> Allen, "Portrait of the Ione Valley," 104-113.

<sup>25</sup> Mason, *History of Amador County*, 244-250.

Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

### *Mining*

Mining had a profound impact on the development of Ione. The city played an important role in both the selling of goods to miners as well as in the physical mining of minerals. When the settlement's first permanent residents arrived in 1848, miners James Porter Martin, William Hicks, and Moses Childers recognized that the intersection of creeks had potential to yield mineral deposits. The three men set up claims along Sutter Creek and Dry Creek that year. The Ione Valley's first store, the converted Hicks home, sold goods to miners. With a high demand for products, and little means of getting them, the mercantile business was a lucrative one. A bottle of whiskey was said to be "worth its weight in gold."<sup>26</sup> Several other supply stores sprung up in the Ione Valley during the 1850s, as prospective miners flooded the surrounding gold fields.

With an influx of miners staking claims in and around the Ione Valley, there arose an increasing need to figure out effective ways of bringing water to the miners. While water was typically available during the winter and spring months, the land dried up in the summer and fall and miners were unable to obtain the water necessary for placer mining. The winter of 1850-1851 was extremely dry, and during this period, industrious miners constructed ditches and canals to transport water from neighboring creeks and rivers to their prospecting locations. By the end of the 1850s, placer mining in the Ione Valley had subsided due to its low profits, and was soon replaced by hydraulic mining. Hydraulic miners used water taken from the ditches that were originally constructed for placer mining, and used it to wash away hillsides to reveal the gold-rich soil. As miners washed away the best soil throughout the 1860s, profits faded, and by the mid-1870s hydraulic mining had drastically declined.<sup>27</sup>

During the Civil War years of the early 1860s, copper mining boomed in the region due to an increased need for the malleable metal for the war efforts. More than fifty mining companies sprung up in the region surrounding Ione during the 1860s, most notably the Newton Copper Mine which was located roughly three miles east of the city. When the Civil War came to a close in 1865, so too did most of the mines, as the demand for copper dropped drastically. The late nineteenth century and early twentieth century saw the emergence of dredging activity in the Ione Valley, as miners sifted through gravel for mineral yields, however this too died out due to a lack of return. While mining in the Ione Valley was not nearly as profitable or prolific as it was in the goldfields of the Sierra Nevada, it did contribute heavily to the economy of early Ione and was highly influential in its development.<sup>28</sup>

<sup>26</sup> Mason, *History of Amador County*, 183.

<sup>27</sup> *Ibid.*, 261-265; Allen, "Portrait of the Ione Valley," 23-25.

<sup>28</sup> Allen, "Portrait of the Ione Valley," 26-29.

Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

*Agriculture*

Since its earliest settlement in 1848, the development of Ione and the surrounding land has been largely focused around agriculture. With its grassy rolling hills, early settlers viewed the Ione Valley as ideal for cattle grazing. While the Ione Valley had limited mineral resources, its fertile soil was exceptional for the production of fruits and vegetables. Ione and the surrounding valley became one of the largest suppliers of produce to the mining camps of the Sierra Nevada foothills, just east of Ione.

The cattle raising enterprise of Ione pioneers William Hicks and James Martin was the earliest known operation of its type in the region. During the hearings for the legality of the Arroyo Seco grant, Teodosio Yorba and Andres Pico claimed that Hicks and Martin had grazed cattle on the property in 1849. In 1850, James Alvord and others opened the Q Ranch, located just outside of Ione, which became one of the largest suppliers of fruit, vegetables, and meat in the region during the second half of the nineteenth century. Local Ione historian Judy Allen noted that, “By 1852 a small community of settlers had brought the best land of the valley under cultivation, with orchards, grain fields, and vineyards in flourishing conditions.”<sup>29</sup> Stemming from the miners’ need for produce, agriculture was a significant driving force in the development of Ione.<sup>30</sup>

---

<sup>29</sup> Ibid., 38.

<sup>30</sup> Ibid., 101-102; Mason, *History of Amador County*, 183.

Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

---

## 9. Major Bibliographical References

### **Bibliography** (Cite the books, articles, and other sources used in preparing this form.)

Allen, Judy. "Risen From a Dream: A Portrait of the Ione Valley." MA Thesis, California State University, Sacramento, 1992.

Amador County Court. "George Withington v. Creditors." January 25, 1865.

Carley, Rachel. *The Visual Dictionary of American Domestic Architecture*. New York: Henry Holt and Co., Inc., 1994.

Chartier, Jo Ann and Chris Enss. *With Great Hope: Women of the California Gold Rush*. Helena, MT: Falcon Publishing, Inc., 2000.

"Estate of Eliza W. Withington." *Amador Ledger*, April 4, 1902.

Grant Deed. "J. Mora Moss to George Withington." Book G of Deeds, October 13, 1863. Clerk and Recorder's Office, Amador County, CA.

\_\_\_\_\_. "J. Mora Moss to Elizabeth Withington." Book J of Deeds, May 3, 1866. Clerk and Recorder's Office, Amador County, CA.

\_\_\_\_\_. "R.H. Withington et. al to George Withington." Book B of Deeds, June 2, 1856. Clerk and Recorder's Office, Amador County, CA.

Hamilton Watson, Jeanne. *To the Land of Gold and Wickedness: The 1848-59 Diary of Lorena L. Hays*. St. Louis: The Patrice Press, 1988.

Hamlin, Talbot. *Greek Revival Architecture in America*. New York: Dover Publications, Inc., 1944.

Kreisel, Martha, ed. *American Women Photographers: A Selected and Annotated Bibliography*. Westport, CT: Greenwood Press, 1999.

Levy, Jo Ann. *They Saw the Elephant: Women in the California Gold Rush*. Norman, OK: University of Oklahoma Press, 1992.

Mason, Jesse D. *History of Amador County, California, with illustration and biographical sketches of its prominent men and pioneers*. Oakland: Pacific Press Publishing House, 1881.

McAlester, Virginia and Lee. *A Field Guide to American Houses*. New York: Alfred A. Knopf, Inc., 1984.

Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

Palmquist, Peter E. *Shadowcatchers: A Directory of Women in California Photography Before 1901*. Eureka, CA: Eureka Printing Co., 1991.

\_\_\_\_\_. "100 Years of California Photography: Women Innovators and Their Contribution, 1850-1950." In *Women Artists of the American West*, ed. Susan R. Ressler. Jefferson, NC: McFarland & Company, Inc., 2003.

\_\_\_\_\_. *Pioneer Photographers of the Far West: A Biographical Dictionary, 1840-1965*. Palo Alto, CA: Stanford University Press, 2002.

Sargent, J.L., ed. *Amador County History*. Amador County Federation of Women's Clubs, 1927.

Sioli, Paulo. *Historical Souvenir of El Dorado County, California with Illustrations and Biographical Sketches of its Prominent Men and Pioneers*. Oakland, CA: Paulo Sioli, 1883.

United States. Census. 1860.

\_\_\_\_\_. Census. 1870.

*Volume of Memoirs and Genealogy of Representative Citizens of Northern California, A*. Chicago: Standard Genealogical Publishing Company, 1901.

---

**Previous documentation on file (NPS):**

- preliminary determination of individual listing (36 CFR 67) has been requested
- previously listed in the National Register
- previously determined eligible by the National Register
- designated a National Historic Landmark
- recorded by Historic American Buildings Survey # \_\_\_\_\_
- recorded by Historic American Engineering Record # \_\_\_\_\_
- recorded by Historic American Landscape Survey # \_\_\_\_\_

**Primary location of additional data:**

- State Historic Preservation Office
- Other State agency
- Federal agency
- Local government
- University
- Other

Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

Name of repository: Amador County Archives; Amador County Recorder's Office;  
Amador County Assessor's Office; Amador County Historical Society; California State  
Library; California State University, Sacramento

**Historic Resources Survey Number (if assigned):** \_\_\_\_\_

---

## 10. Geographical Data

**Acreage of Property** 3.27

Use either the UTM system or latitude/longitude coordinates

### Latitude/Longitude Coordinates (decimal degrees)

Datum if other than WGS84: \_\_\_\_\_  
(enter coordinates to 6 decimal places)

1. Latitude: 38.354663                      Longitude: -120.933769

### Verbal Boundary Description (Describe the boundaries of the property.)

The boundaries of the George and Eliza Withington House are defined by Assessor's Parcel Numbers 004-090-013 and 004-090-014, which correspond to the attached sketch map.

### Boundary Justification (Explain why the boundaries were selected.)

The boundary of the George and Eliza Withington House encompasses the brick main house, brick guesthouse, and surrounding outbuildings. The boundary includes the remaining 3.27 acres of what was once Eliza Withington's 16 acre estate.

---

## 11. Form Prepared By

name/title: Matthew Walker  
organization: California State University, Sacramento Public History Program  
street & number: 515 18<sup>th</sup> Street #2  
city or town: Sacramento state: CA zip code: 95811  
e-mail: Matt.Walker@zoho.com  
telephone: 510-703-3830  
date: June 27, 2014



Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

---

### Additional Documentation

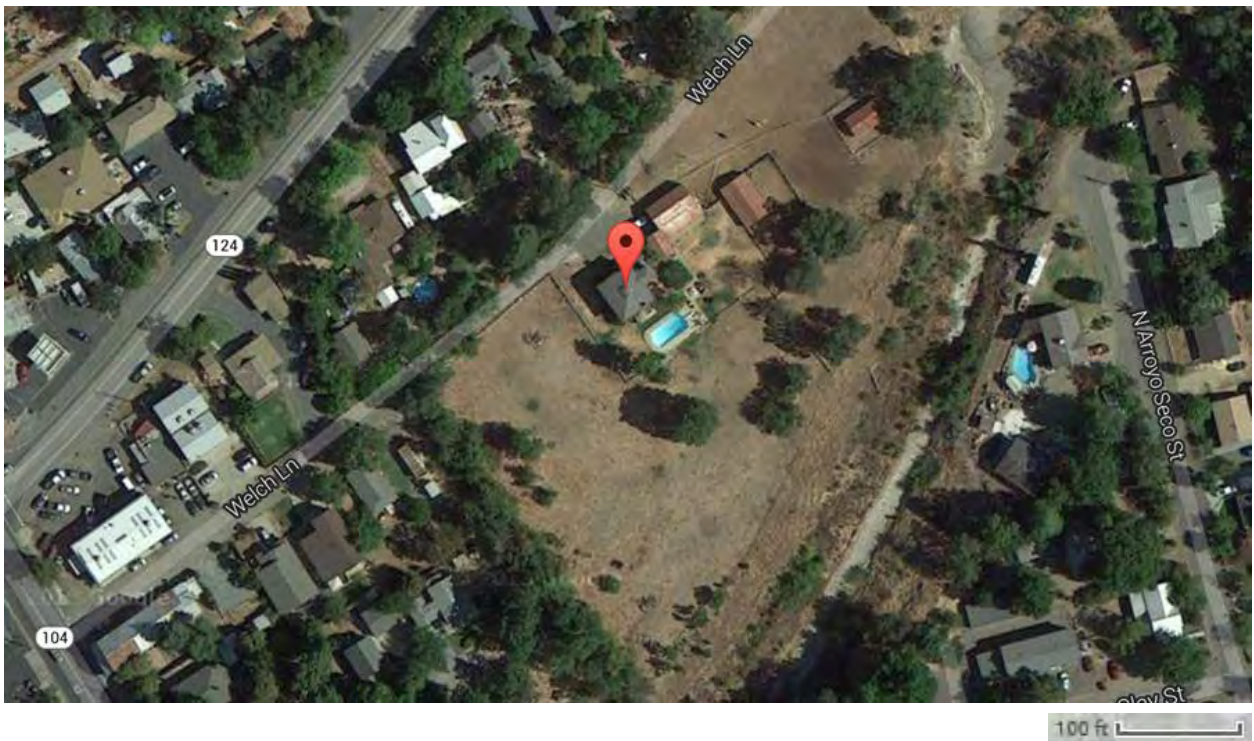
Submit the following items with the completed form:

- **Maps:** Latitude/Longitude Reference Point Map in place of USGS map.
- **Sketch map** for historic districts and properties having large acreage or numerous resources. Key all photographs to this map.
- **Additional items:** (Check with the SHPO, TPO, or FPO for any additional items.)

### Latitude/Longitude Reference Point Map

Latitude: 38.354663

Longitude: -120.933769



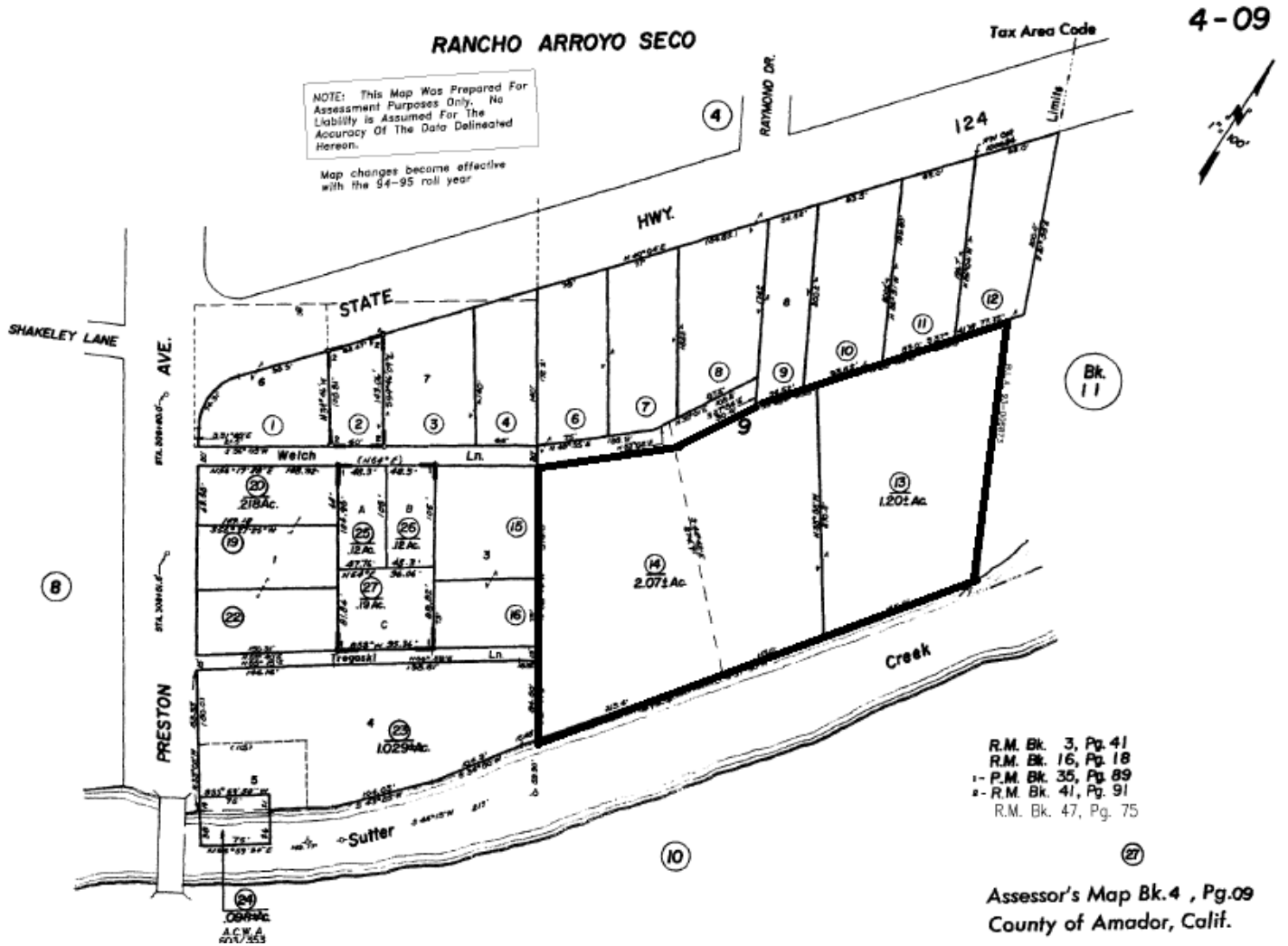
Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

### Sketch Map

Property boundary outlined in bold.

Source: Amador County Assessor's Map Book 4, Page 9.



**Paperwork Reduction Act Statement:** This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 460 et seq.).

**Estimated Burden Statement:** Public reporting burden for this form is estimated to average 100 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Office of Planning and Performance Management, U.S. Dept. of the Interior, 1849 C. Street, NW, Washington, DC.

Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

### Photographs

Submit clear and descriptive photographs. The size of each image must be 1600x1200 pixels (minimum), 3000x2000 preferred, at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map. Each photograph must be numbered and that number must correspond to the photograph number on the photo log. For simplicity, the name of the photographer, photo date, etc. may be listed once on the photograph log and doesn't need to be labeled on every photograph.

### Photo Log

Name of Property: Withington, George and Eliza, House

City or Vicinity: Ione

County: Amador

State: California

Photographer: Matthew Walker

Date Photographed: June 16, 2014

Number of Photographs: 12

Description of Photographs and number:

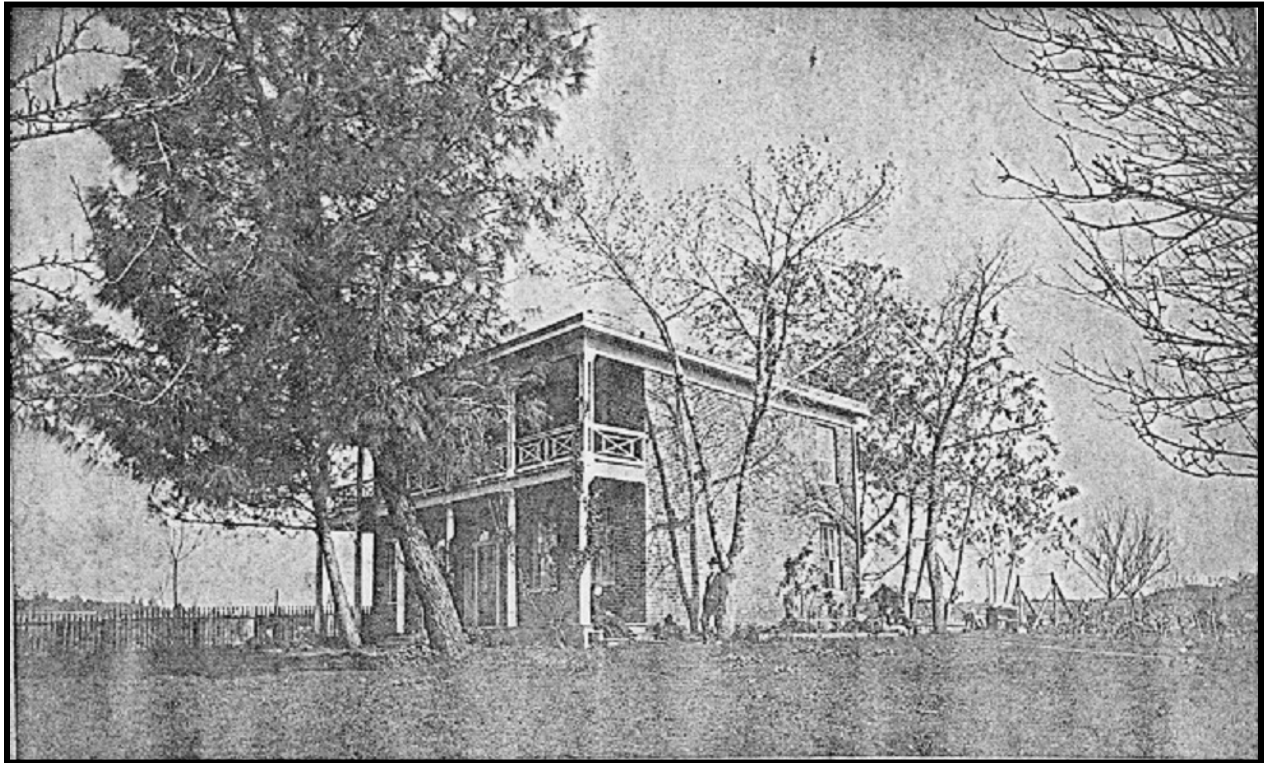
- 1 of 12 Looking east toward the Withington House. The brick guesthouse and the shed/garage are visible just behind the house.
- 2 of 12 Looking east toward the western (primary) façade of the Withington House.
- 3 of 12 Looking northeast at the primary façade of the Withington House.
- 4 of 12 Looking northeast at the primary façade of the Withington House.
- 5 of 12 Looking southwest at the northern elevation of the Withington House. The wood-clad second story bathroom addition is visible.
- 6 of 12 Looking northeast toward the Withington House.
- 7 of 12 Close-up view of the first floor of the primary façade of the Withington House.
- 8 of 12 Looking west at the eastern elevation of the Withington House. The brick guesthouse and shed/garage are seen in the foreground.
- 9 of 12 Looking northwest at the brick guesthouse and attached shed/garage.
- 10 of 12 Looking northeast at the noncontributing ca. 1950 stable.
- 11 of 12 Looking east at the noncontributing ca. 1940 converted wood-clad guesthouse.
- 12 of 12 View of the rear of the Withington House property, looking west.

Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

**Additional Documentation: Historic Photographs**

**Figure 1:** The Withington House, circa 1870. George Withington is seen standing against a tree in front of the house. Eliza Withington, photographer. Courtesy of the Amador County Archives.



Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

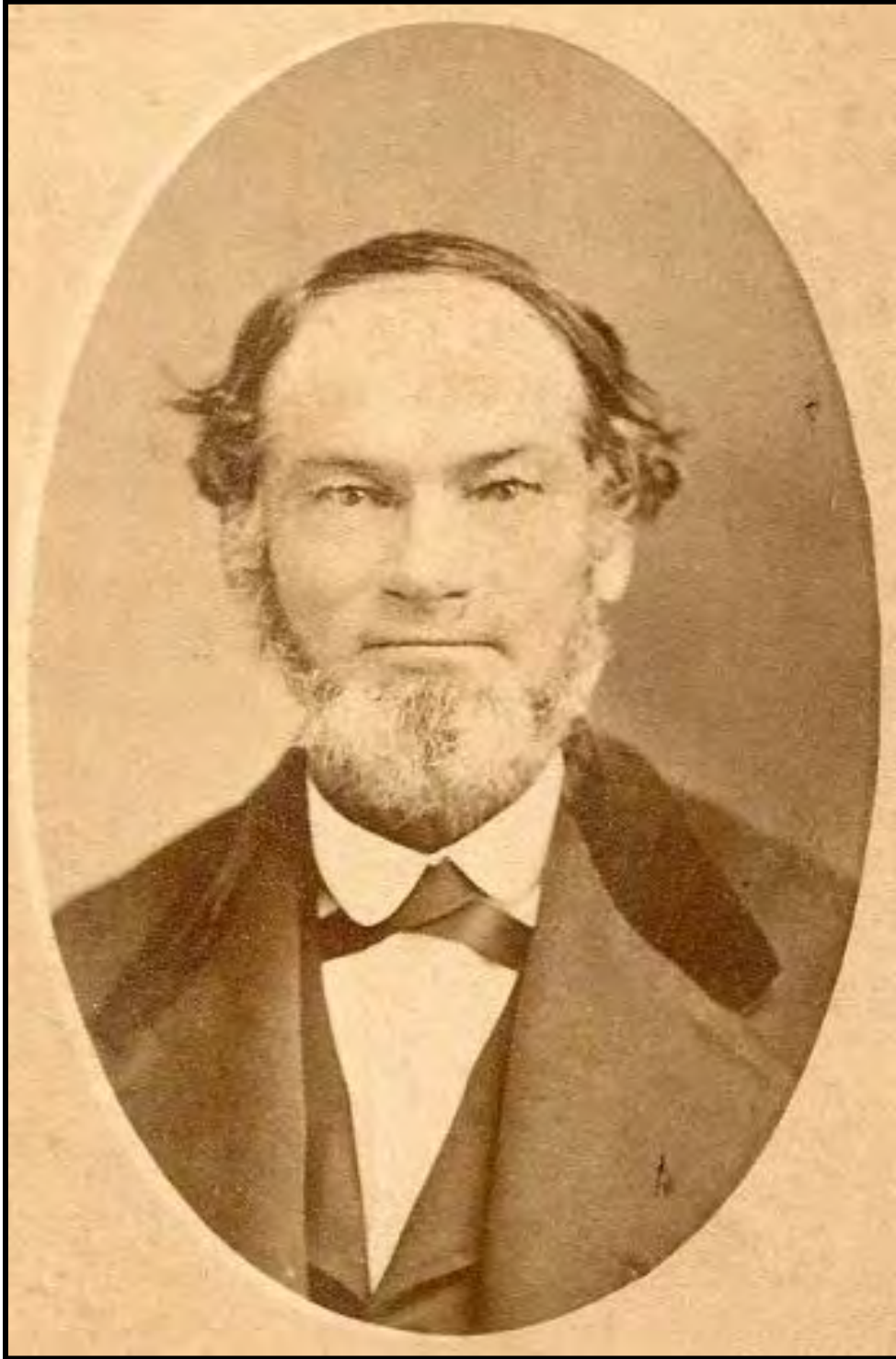
**Figure 2:** Portrait of Eliza Withington, circa 1870. Courtesy of the Amador County Archives.



Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

**Figure 3:** Portrait of George Withington, circa 1870. Courtesy of the Amador County Archives.



Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

**Figure 4:** In 1873, Eliza Withington took a trip to the Sierra Nevada Mountains, east of Ione. She captured images of mining camps, families, and rugged landscape. This stereoscopic image was taken at Silver Lake. Courtesy of the Amador County Archives.



Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

**Figure 5:** Mining family at Kirkwood. Photograph by Eliza Withington, 1873. Courtesy of the Amador County Archives.





Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

**Figure 6:** Woman standing at the edge of a cliff, Carson Spur. Photograph by Eliza Withington, 1873. Courtesy of the Amador County Archives.



Withington, George and Eliza, House  
Name of Property

Amador County, CA  
County and State

**Figure 7:** Road to Silver Lake. Photograph by Eliza Withington, 1873. Courtesy of the Amador County Archives.





























UNITED STATES DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE

NATIONAL REGISTER OF HISTORIC PLACES  
EVALUATION/RETURN SHEET

REQUESTED ACTION: NOMINATION

PROPERTY Withington, George and Eliza, House  
NAME:

MULTIPLE  
NAME:

STATE & COUNTY: CALIFORNIA, Amador

DATE RECEIVED: 11/28/14 DATE OF PENDING LIST: 12/30/14  
DATE OF 16TH DAY: 1/14/15 DATE OF 45TH DAY: 1/14/15  
DATE OF WEEKLY LIST:

REFERENCE NUMBER: 14001148

REASONS FOR REVIEW:

APPEAL: N DATA PROBLEM: N LANDSCAPE: N LESS THAN 50 YEARS: N  
OTHER: N PDIL: N PERIOD: N PROGRAM UNAPPROVED: N  
REQUEST: Y SAMPLE: N SLR DRAFT: N NATIONAL: N

COMMENT WAIVER: N

     ACCEPT      RETURN      REJECT                      DATE

ABSTRACT/SUMMARY COMMENTS:

**The George and Eliza Withington House is locally significant under National Register Criteria B and C, in the areas of Architecture, Art and Exploration/Settlement. Built in 1857, the two-story, brick house is an excellent local example of mid-nineteenth century Greek Revival-style design. The house was the home of influential early lone area settlers George and Eliza Withington. George, a local entrepreneur, businessman and farmer, was an early settler and investor in local ventures that played varying roles in local development. Eliza was an accomplished photographer, a rarity for women in mid-nineteenth century Amador County, and became highly respected for her portrait work and documentation of the local regional landscape of Amador County and the Sierra-Nevada mining areas.**

RECOM./CRITERIA Accept Criteria B & C

REVIEWER Paul R. Lusignea DISCIPLINE HISTORIAN

TELEPHONE \_\_\_\_\_ DATE 1/14/2015

DOCUMENTATION see attached comments Y/N see attached SLR Y/N

If a nomination is returned to the nominating authority, the nomination is no longer under consideration by the NPS.

11-30-13

We have lived in our home at 18 E. Plymouth Hwy., since we built it in 1949. Our home is in close proximity to Dorothy Sinclair's residence, where she lived in the 1940's until her death in 1995. We were close friends with Dorothy and often saw her at her home - sometimes every day.

Up until at least 1995 no building on the Sinclair property, other than the actual main house, was ever designed to be used as, or was ever used as, a residence, rental, or living quarters. This included the buildings called the "milk house," the barn, and the brick building directly east of the main house, called the "tack house," with the downstairs used as a laundry room and changing room for the pool, with shower and toilet.

W Gebhardt  
Eileen Gebhardt



September 21, 2014

Re: George and Eliza Withington House nomination

Mr. Correia,

My intention in this letter is to correct a few errors, of varying degrees of importance, and to add a few historical notes to the nomination of the Withington House to the National Register of Historic Places. I would like to begin by commending Mr. Matthew Walker on his excellent work. This letter is in no way meant as a criticism of either him or his report. The only errors apparently stem from (mis)information given by Daniel Sinclair, the current occupant of the house; information which Mr. Walker would have had no ready means to verify.

1. The small brick building which stands approximately eight feet east of the house, and which is listed as a contributing resource, is characterized in the Nominaton report as a "guesthouse." This building is not now, and never has been a "guesthouse." It was built shortly after the main house, and the brick is somewhat different. It is more red, and appears to have been fired at a higher temperature. The following was related to me by my grandfather, Alvin Charles Gebhardt, who was born in Jackson in 1896, and died in Jackson in 1988 at the age of 92. Other than his birth and death, he lived almost his entire life in Ione, except as a young Marine during WWI. He lived in a house that he built on a piece of property that he bought from Rose Amick, when she owned the Withington House. I live in that same house now, and am a neighbor to the Withington House property. My Grandfather and Mrs. Amick were good friends, and he had a lifelong interest in all the historical minutae of Amador County, so much of which he witnessed. Mrs. Amick told my grandfather that the 'contributing resource' building in question was originally built as a kitchen. This would seem to make sense, as it was a common practice in the mid-1800s to build the kitchen close to, but separate from, the main house. The Amicks moved the kitchen into the main house, where it is now, but I have no information as to exactly when this was done. This information was told to me directly by my grandfather. I was also born in Jackson, but in 1954, and other than my college years and some travelling, I too have lived almost my entire life in Ione. I grew up with my parents in a house that my father built on property that he bought from Rose Amick's heirs, three doors down from my grandfather, and also adjacent to the Withington House property. So, in one house or another, I have lived next to the Withington House almost my entire life. When I was about eight years old,

Stanley and Dorothy Sinclair built the first swimming pool in Ione there. Growing up, I would spend much time in and around that house and pool . Stanley died in 1973 while I was away at college, and after my return to Ione in 1977, and until her death in 1995, I saw Dorothy Sinclair often. I was her 'go-to-guy' to fix her furnace, trim the ivy off the walls, remove skunks and rattlesnakes from her basement, and later on, write her will. In all that time, I was often in and around the "contributing resource" building. I can state without reservation that it was never set up to be, or used as, or even remotely thought of as, any kind of a "guesthouse" or residence. After Dorothy died in 1995, her youngest son Dan moved onto the property. In the prior 18 years, I can only remember him visiting her a few times. Sometime between 1996 and 2000, Dan Sinclair turned three outbuildings, including the "contributing resource" into residential rentals, without ever obtaining building permits, inspections, or certificates of occupancy. After the City of Ione shut these rentals down, (I watched from my backyard as the City Manager, Chief of Police, and Building Inspector went through these rentals and told the occupants that they could not live there) Dan Sinclair tried to claim that the "contributing resource" building had always been a guesthouse such that it should be 'grandfathered in.' It was in response to this attempt that my parents, G.W. (Bill) and Eileen Gebhardt, now 93 and 87 years old, respectively, wrote the letter that I enclose. My father was the first Mayor of Ione (having finally incorporated in 1953), a teacher at Ione High School for many years, and a member of the Amador County Planning Commission for around 40 years. He is not a person that would bend the truth for anyone. The original of this letter is on file at the Ione City Hall. I would request that the characterization of the "contributing resource" building be changed to reflect this information.

2. There have been owners of the property other than the Withingtons, Amicks, and Sinclairs. Robert Corbin bought a large piece of the property from Rose Amick in the 1930's, which he sold to the Sinclairs in the 1940's. Edythe Bielenberg owned the property from approximately 1996 until 2013. This can be verified though the Amador County Recorder's Office.

3. Dan Sinclair apparently neglected to inform anyone that immediately after he got the property in his name, he got a reverse mortgage, a copy of which I enclose. You can decide on the significance of that.

4. A minor detail, perhaps, but the description of the property as "lush" is somewhat misleading. For a few months in the Springtime, all the Mother Lode is lush. Someone once said of us that live in these hills, that the few months of Spring are the reward we get for living here the rest of the year. If you look at the

Withington House today, which I am as I write this letter, the lawn, fields, and trees are as dead as the grass in the surrounding hills. Of course the trees in the yard are dead all year.

5. Not a correction, but a perhaps not insignificant historical item; the Withington House, the Scully House (already on the Historical Register as the Scully Ranch) and the old house in Ione which is now called The Heirloom, and operated as a Bed and Breakfast, were all built by the same man in the 1850s or 60s. They are all the red brick and white wooden porch Greek Revival style, and all only slightly modernized over the years. The Withington House is the smallest of the three. Etta Scully, who lives in the old Scully house, can tell you the builders name.

Again, I am not opposed to putting the Withington House on the Historical Register. It should have been done years ago. I just do not want historical inaccuracies deliberately snuck in to the final description that will continue to give the City of Ione more grief from Mr. Sinclair.

Thank you very much for your time and patience,



Mark Gebhardt  
(209) 274-9166

**Withington, George and Eliza, House  
lone, Amador County  
Staff Report**

Located at 10 Welch Lane in lone, California, the George and Eliza Withington House is a large, two story brick Greek Revival house, constructed in 1857. Sitting on just over three acres of land along the northern banks of Sutter Creek, the house has a low pitched hipped roof with a large monitor at its peak. The building has an essentially rectangular footprint, with a single story projection on its northeast corner and a rectangular projection in the center of its second story. A full-façade front porch with second story balcony supported by vernacular squared columns dominates the building's primary façade. Wide, divided bands of trim emphasize the building's cornice lines. The house has a poured concrete perimeter foundation and is of running bond brick masonry. A small two story brick and fieldstone building, constructed at approximately the same time as the main house, is situated directly behind the main house. Four noncontributing resources are located on the property. The Withington House is in excellent condition and retains a high degree of integrity.

The house is eligible for the National Register at the local level of significance under Criteria B and C in the areas of art, architecture, and settlement. Under Criterion B, the Withington House is eligible as the home of lone Valley pioneers George and Eliza Withington. Settling in lone in 1857, Eliza Withington is the only known female photographer working in Amador County during the nineteenth century. Withington was a highly regarded local portrait photographer. She is most notable for her landscape photography, which she took on numerous trips to the mining camps in the Sierra Nevada Mountains. While she worked out of a photography studio, the building no longer exists and the Withington House is the property most associated with Eliza Withington's productive life; she lived in the house from 1857, the year of its construction, until her death in 1877. The house is also associated with the productive life of her husband, George Withington, who moved to the lone Valley in 1851. He became involved in mining and farming, and was most significant for his time spent as an agent for the Rancho Arroyo Seco land grant that encompassed the lone Valley. George Withington lived in the Withington House from 1857 until his death in 1900. Under Criterion C, the Withington House is eligible for embodying the distinctive characteristics of the Greek Revival style of architecture. One of four brick houses constructed in the lone Valley during the 1850s, the Withington House is an excellent local example of Gold Rush-era architecture in Amador County. The period of significance for Criterion B extends from 1857 to 1900, the entirety of the period that George and Eliza Withington lived in the house. Under Criterion C the period of significance is 1857, the year of construction.

The property is nominated on behalf of its owner. One letter of comment was received. OHP staff supports the nomination and recommends the State Historical Resources Commission determine the George and Eliza Withington House meets National Register Criterion B at the local level with a period of significance of 1857 to 1900 and Criterion C at the local level with a period of significance of 1857. Staff recommends the State Historic Preservation Officer approve the nomination for forwarding to the National Park Service.

Amy H. Crain  
State Historian II  
October 7, 2014

**OFFICE OF HISTORIC PRESERVATION  
DEPARTMENT OF PARKS AND RECREATION**

1725 23<sup>rd</sup> Street, Suite 100  
SACRAMENTO, CA 95816-7100  
(916) 445-7000 Fax: (916) 445-7053  
calshpo@parks.ca.gov  
www.ohp.parks.ca.gov



November 24, 2014

Ms. Carol Shull, Keeper  
National Register of Historic Places  
National Park Service 2280  
1201 I (Eye) Street, NW  
Washington, DC 20005

Subject: **Withington, George and Eliza, House  
lone, Amador County, California  
National Register of Historic Places Nomination**

Dear Ms. Shull:

The enclosed disk contains the true and correct copy of the nomination for the **George and Eliza Withington House** to the National Register of Historic Places. On November 7, 2014 in Sacramento, California, the California State Historical Resources Commission unanimously found the property eligible for the National Register at the local level of significance under Criterion B in the areas of Art and Settlement with a period of significance of 1857 to 1900 and under Criterion C in the area of Architecture with a period of significance of 1857.

Eliza Withington is the only known female photographer working in Amador County during the nineteenth century. While she worked out of a photography studio, the building no longer exists and the Withington House is the property most associated with Eliza Withington's productive life. The house is also associated with the productive life of her husband, George Withington, who moved to the lone Valley in 1851. He became involved in mining and farming, and was most significant for his time spent as an agent for the Rancho Arroyo Seco land grant that encompassed the lone Valley. One of four brick houses constructed in the lone Valley during the 1850s, the Withington House is an excellent local example of Gold Rush-era architecture in Amador County.

The property is nominated on behalf of the owner. Comments on the nomination were received from a concerned neighbor.

If you have any questions regarding this nomination, please contact Amy Crain of my staff at (916) 445-7009.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jenan Saunders".

Jenan Saunders  
Deputy State Historic Preservation Officer

Enclosures

RECORDING REQUESTED BY  
**CHICAGO TITLE COMPANY**  
When Recorded Mail To  
American Pacific Mortgage  
3000 Lava Ridge Ct, Ste 200  
Roseville, CA 95661



Amador County Recorder  
Kimberly L. Grady  
**DOC- 2013-0005117-00**  
Acct 4-Placer Title Co  
Tuesday, JUN 04, 2013 14:24  
Ttl Pd \$37.00 Nbr-0000240635  
CT1/R1/1-11

Prepared By  
American Pacific Mortgage  
3000 Lava Ridge Ct Ste 200  
Roseville, CA 95661

9000-1333

Space Above This Line For Recording Data

State of California

FHA Case Number 043-9073538/951-255  
Loan Number 3000044977  
MIN: 1007992-3000044977-3

**FIXED RATE  
HOME EQUITY CONVERSION DEED OF TRUST  
THIS DEED OF TRUST SECURES A REVERSE MORTGAGE LOAN**

THIS DEED OF TRUST ("Security Instrument") is made on **May 29, 2013** ("Date") The trustor is **Daniel N Sinclair**, an unmarried man whose address is **10 Welch Ln, Lone, CA 95640** ("Borrower") The trustee is **CHICAGO TITLE COMPANY, 39 S. LIVERMORE AVENUE, STE .225, LIVERMORE, CA 94550** ("Trustee") The beneficiary under this Security Instrument is **Mortgage Electronic Registration Systems, Inc. ("MERS")**. MERS is a separate corporation that is acting solely as nominee for Lender, and Lender's successors and assigns MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P O Box 2026, Flint, MI 48501-2026, tel (888) 679-MERS **American Pacific Mortgage** which is organized and existing under the laws of **THE STATE OF CALIFORNIA**, and whose address is **3000 Lava Ridge Ct, Ste 200, Roseville, CA 95661** ("Lender") Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement") The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note") The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of **EIGHT HUNDRED TWENTY FIVE THOUSAND AND NO/100 (U S \$825,000.00)**, (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note The full debt, including amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on **July 28, 2094** For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale,



3000044977GEN302

Finale Document Services © 0327 07/07

(1 of 10)

California Deed of Trust HECM FIXED RATE - MERS

the following described property located in **AMADOR** County, California

**Legal description attached hereto as Exhibit A and by this reference made a part hereof.**

which has the address of. **10 Welch Ln, Ione, CA 95640** ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property All replacements and additions shall also be covered by this Security Instrument All of the foregoing is referred to in this Security Instrument as the "Property" Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows

1. **Payment of Principal and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note
2. **Payment of Property Charges.** Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement
3. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary") Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary All insurance shall be carried with companies approved by Lender The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender

In the event of loss, Borrower shall give Lender immediate notice by mail Lender may make proof of loss if not made promptly by Borrower Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender jointly Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance



3 0000449776EN302

Finale Document Services © 0327 07/07

(2 of 10)

California Deed of Trust HECM FIXED RATE - MERS

proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser

4. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing

5. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2 Borrower shall pay these obligations on time directly to the entity which is owed the payment If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c)

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender or MERS may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. **Inspection.** Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must



3000044977GEN302

Finale Document Services © 0327 07/07

(3 of 10)

California Deed of Trust HECM FIXED RATE - MERS



be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.
8. **Fees.** Lender may collect fees and charges authorized by the Secretary.
9. **Grounds for Acceleration of Debt.**
  - (a) **Due and Payable.** Lender may require immediate payment-in-full of all sums secured by this Security Instrument if:
    - (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower, or
    - (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate, (or retaining a beneficial interest in a trust with such an interest in the Property)
  - (b) **Due and Payable with Secretary Approval.** Lender may require immediate payment-in-full of all sums secured by this Security Instrument, upon approval of the Secretary, if
    - (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower, or
    - (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower, or
    - (iii) An obligation of the Borrower under this Security Instrument is not performed
  - (c) **Notice to Lender.** Borrower shall notify Lender whenever any of the events listed in this Paragraph 9 (a)(ii) and (b) occur.
  - (d) **Notice to Secretary and Borrower.** Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a)(ii) and (b). Lender shall not have the right to commence foreclosure until Borrower has had 30 days after notice to either
    - (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
    - (ii) Pay the balance in full, or



3000044977GEN302

Finale Document Services © 0327 07/07

(4 of 10)

California Deed of Trust HECM FIXED RATE - MERS

- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance, or
  - (iv) Provide the Lender with a deed-in-lieu of foreclosure
  - (e) **Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9
  - (f) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within **60 days** from the date hereof, Lender may, at its option, require immediate payment-in-full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **60 days** from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary
- 10. No Deficiency Judgments.** Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.
- 11. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment-in-full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment-in-full. Foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment-in-full. However, Lender is not required to permit reinstatement if (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.
- 12. Lien Status.**
- (a) **Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then



3 0 0 0 0 4 4 9 7 7 6 E N 3 0 2

Finale Document Services © 0327 07/07

(5 of 10)

California Deed of Trust HECM FIXED RATE - MERS

Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

- (b) **Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.
- (c) **Prior Liens.** Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one more of the actions set forth above within 10 days of the giving of notice.

**13. Relationship to Second Security Instrument.**

- (a) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.
- (b) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the Note unless:
  - (i) This Security Instrument is assigned to the Secretary, or
  - (ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

- (c) **Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:
  - (i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment-in-full of all outstanding principal and accrued interest under the Second Note, or
  - (ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether



accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note

- (d) **No Duty of the Secretary.** The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.
14. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy
15. **Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary Borrower's covenants and agreements shall be joint and several
16. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method The notice shall be directed to the Property Address or any other address all Borrowers jointly designate Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16
17. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision To this end the provisions of this Security Instrument and the Note are declared to be severable
18. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and this Security Instrument

NON-UNIFORM COVENANTS Borrower and Lender covenant and agree as follows

19. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower This assignment of rents constitutes an absolute assignment and not an assignment for additional security only

If Lender gives notice of breach to Borrower (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument, (b) Lender shall be entitled to collect and receive all of the rents of the Property, and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19



3000044977GEN3021

Final Document Services © 0327 07/07

(7 of 10)

California Deed of Trust HECM FIXED RATE - MERS

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

- 20. Foreclosure Procedure.** If Lender requires immediate payment-in-full under Paragraph 9, Lender may invoke the power of sale and any other remedies provided in this Paragraph 20, including, but not limited to, reasonable attorney's fees and costs of title evidence.

Lender may bring suit in any court of competent jurisdiction to foreclose the lien of this Security Instrument judicially and/or obtain judgment on the Note which it secures. Any election by Lender to invoke the power of sale provisions of this Paragraph 20 shall not be considered a final and binding election of remedies that would preclude such a judicial foreclosure, until conclusion of the sale of the Property by the Trustee as described in this Paragraph 20.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

- 21. Lien Priority.** The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.
- 22. This section is intentionally left blank.**
- 23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes



3 0 0 0 0 4 4 9 7 7 G E N 3 0 2

Finale Document Services © 0327 07/07

(8 of 10)

California Deed of Trust HECM FIXED RATE - MERS

evidencing debt secured by this Security Instrument to Trustee Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it Such person or persons shall pay any recordation costs

24. **Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution
25. **Request for Notices.** Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address
26. **Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California
27. **Obligatory Loan Advances.** Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower as well as Loan Advances of interest, MIP, Servicing Fees, and other charges shall be obligatory
28. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument [Check applicable box(es) ]

Condominium Rider

Planned Unit Development Rider

Shared Appreciation Rider

Other [Specify]

29. **Nominee Capacity of MERS.** MERS serves as beneficiary of record and secured party solely as nominee, in an administrative capacity, for Lender and its successors and assigns and holds legal title to the interests granted, assigned, and transferred herein All payments or deposits with respect to the Secured Obligations shall be made to Lender, all advances under the Loan Documents shall be made by Lender, and all consents, approvals, or other determinations required or permitted of Mortgagee herein shall be made by Lender MERS shall at all times comply with the instructions of Lender and its successors and assigns If necessary to comply with law or custom, MERS (for the benefit of Lender and its successors and assigns) may be directed by Lender to exercise any or all of those interests, including without limitation, the right to foreclose and sell the Property, and take any action required of Lender, including without limitation, a release, discharge or reconveyance of this Mortgage Subject to the foregoing, all references herein to "Beneficiary" shall include Lender and its successors and assigns



3000044977GEN302

Finale Document Services © 0327 07/07

(9 of 10)

California Deed of Trust HECM FIXED RATE - MERS

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it

*[Handwritten Signature]*

(Seal)

Borrower - Daniel N Sinclair

Space Below This Line for Acknowledgement

State of California )

County of Ornador )

On May 29, 2013 before me, GLENN W. DUSPIVA, Notary Public personally appeared

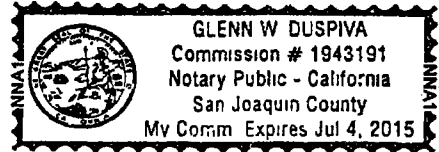
DAVIDEL N. SINCLAIR

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

Signature *[Handwritten Signature]* (Seal)



**NOTARY MUST PRINT OR TYPE**

This must be printed or typed in a manner that is photographically reproducible (GC27201 5)

Name of the notary. GLENN W. DUSPIVA

County of notary's principal place of business: SAN JOAQUIN

Notary's phone number: 209 210 8109

Notary's registration number 1943191

Commission expiration date. July 4, 2015



3000044977GEN302

Finale Document Services © 0327 07/07

(10 of 10)

California Deed of Trust HECM FIXED RATE - MERS

**EXHIBIT "A"  
LEGAL DESCRIPTION**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF AMADOR, CITY OF IONE, AND IS DESCRIBED AS FOLLOWS:

PARCELS 1 AND 2 AS SHOWN ON THE "PLAT OF ROSE AMICK LOT A, PORTION OF LOT 8, BLOCK 9 OF IONE, AMADOR COUNTY, CALIFORNIA", FILED IN BOOK 3 OF MAPS AND PLATS, PAGE 41, (3 MAPS 41) AMADOR COUNTY RECORDS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE FROM SAID POINT OF BEGINNING, ALONG THE NORTH LINES OF SAID PARCELS 1 AND 2 THE FOLLOWING FIVE (5) COURSES AND DISTANCES (1) NORTH  $48^{\circ} 55'$  EAST 128.9 FEET (2) NORTH  $33^{\circ} 02'$  EAST, 14.7 FEET, (3) NORTH  $30^{\circ} 01'$  EAST, 108.2 FEET, (4) SOUTH  $27^{\circ} 54'$  EAST, 30.6 FEET, (5) NORTH  $39^{\circ} 08'$  EAST 69.5 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE ALONG THE EAST LINE OF SAID PARCEL 2, SOUTH  $33^{\circ} 55'$  EAST, 270.5 FEET, TO THE SOUTHEAST CORNER OF SAID PARCEL 2; THENCE ALONG THE SOUTH LINES OF SAID PARCELS 1 AND 2, SOUTH  $37^{\circ} 30'$  WEST, 328.4 FEET, TO THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE ALONG THE WEST LINE OF SAID PARCEL 1, NORTH  $32^{\circ} 14'$  WEST, 316.3 FEET, TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS OF THIS DESCRIPTION AND THE ATTACHED EXHIBIT "B" IS THE WEST LINE OF PARCEL 1 AS SHOWN ON SAID 2 MAPS 41. THE BEARING OF WHICH IS NORTH  $32^{\circ} 14'$  WEST.

APN 004-090-014-000