

No. 110695

Gulf Building Corporation
By Pres., et al.

With
Agreement, Etc.,

The National Bank of Commerce of
Houston, et al.

State of Texas County of Harris. Agreement made and entered into by and between Gulf Building Corporation, a Texas corporation, with its principal place of business situated in Houston, Harris County, Texas, hereinafter called Lessor, and The National Bank of Commerce of Houston, a National banking corporation, organized and existing under and by virtue of the laws of the United States, with its principal place of business in Houston, Harris County, Texas, hereinafter called Lessee; Witnesseth: Whereas, the Lessor has entered into a lease with lessee, dated October 15, 1934, covering a portion of the Gulf Building in the City of Houston, said lease being of record in Vol. 246, page 658, of the Contract Records of Harris County, Texas; and, Whereas, said parties, on said date, also executed a party wall agreement, defining the rights of the parties respectively in the wall separating the Gulf Building and the National Bank of Commerce Building in the City of Houston, said agreement being of record in Vol. 960, page 730, of the deed records of Harris County, Texas; and, Whereas, the parties hereto have agreed to extend the term of said original lease and effective period of said party wall agreement, and with respect thereto have agreed as follows: I. It is agreed that the term of said lease shall be and the same is hereby extended until October 1, 1958, and the lessee agrees to pay rental monthly as provided for in said lease during such extended period, and all of the terms and provisions of said lease binding on both of the parties hereto shall continue in full force and effect until said date in the same manner and to the same extent as if said lease had been originally entered into for a term ending October 1, 1958. II. It is further agreed that all of the terms and provisions of said party wall agreement which were to continue in force for a period of twenty (20) years from and after the date of said agreement, shall be and the same are hereby extended until October 1, 1958, and all of said terms and provisions shall continue in full force until said date in the same manner and to the same extent as though said contract had been entered into so as to provide that such terms and provisions limited as to time of their effectiveness would be binding from the date of said contract until October 1, 1958. III. It is understood that said party wall agreement and said lease have heretofore been assigned to Metropolitan Life Insurance Company, to further secure the payment of a note in the sum of Two Million Six Hundred Fifty Thousand Dollars (\$2,650,000.00), and was thereafter assigned to secure an additional note in the sum of Three Hundred Fifty Thousand Dollars (\$350,000.00), and has since been assigned for the purpose of securing the payment of a note in the sum of Two Hundred Forty Thousand Dollars (\$240,000.00), and it is understood and agreed that no change or modification of said party wall agreement or said lease has been made and that no subsequent default, change, or modification shall be valid or in any manner affect the rights of Metropolitan Life Insurance Company in said lease and agreement unless consented to in writing by said Metropolitan Life Insurance Company. In testimony whereof, the parties hereto have executed these presents on this the 24th day of May, 1937. Gulf Building Corporation By: A. D. Simpson President

Attest: A. F. Fisher, Secretary (Seal)

The National Bank of Commerce of Houston By: R. P. Doherty, Vice President.

Attest: P. C. Rehrauer, Cashier. (Seal)

The State of Texas County of Harris. Before me, the undersigned authority, on this day personally appeared A. D. Simpson, President of Gulf Building Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein

expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 24th day of May, 1937.

J. K. Matheny, Jr., Notary Public, Harris County, Texas.

My commission expire June 1, 1937, (Seal)

State of Texas County of Harris.

Before me, the undersigned authority, on this day personally appeared R. P. Doherty Vice President of The National Bank of Commerce of Houston, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 24th day of May, 1937.

J. K. Matheny, Jr., Notary Public, Harris County, Texas.

My commission expires June 1, 1937. (Seal)

Filed for record May 24, 1937, at 4:40 o'clock, P.M. Recorded June 7, 1937, at 3:35 o'clock, P.M.

Henry M. Dudley Clerk County Court Harris County, Texas. By Edith J. Jannin Deputy.

No. 110757

Leo Luca DiPalermo, et ux

To

Luke DiPalermo, Jr.,

Deed, Etc.,

The State of Texas County of Harris.

Know all men by these presents: That, we, Luke DiPalermo, sometimes known as Leo Luca DiPalermo and his wife, Carmela DiPalermo, of Harris County, Texas, for and in consideration of the sum of Twelve Hundred and Fifty Dollars (\$1250.00) to be paid as hereinafter expressed by Luke DiPalermo, Jr. have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said Luke DiPalermo, Jr. of Harris County, Texas, the following described property, to-wit:

Lot Two (2), in Block Four (4) of the Magnolia Grove Addition to the City of Houston, North Side of Buffalo Bayou, in Harris County, Texas, same being a part of Lot Twelve (12) of the Hollingsworth Subdivision of the John Austin Two League Grant, and being the same property conveyed to the grantor, Luke DiPalermo, by Annie M. Maurice by deed dated November 18, 1919, recorded in Vol. 438, page 331, of the deed records of Harris County, Texas.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Luke DiPalermo, Jr. his heirs and assigns forever, and we do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend, all and singular the said premises, unto the said Luke DiPalermo, Jr. his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The consideration of Twelve Hundred and Fifty Dollars (\$1250.00) above recited is evidenced by six promissory notes of even date herewith, executed by the said Luke DiPalermo, Jr., and payable to the order of John Degelia, the first five of said notes being for the sum of Two Hundred Dollars (\$200.00) each, and one note being for the sum of Two Hundred and Fifty Dollars (\$250.00) said notes to be due and payable in one, two, three, four five and six years after date, respectively, and bearing interest from date until maturity at the rate of six per cent per annum, the interest payable semi-annually, and providing that failure to pay any one of said notes or any installment of interest thereon, promptly when due shall at the option of the holder of said notes immediately mature all of said notes.

It is expressly understood and agreed that the grantee herein shall keep the improvements situated upon the above described property fully insured in some solvent insurance company to be approved by the holder of said notes and the policy to be held by him, in the sum of \$1000.00 or so much thereof as can be obtained thereon with loss, if any, payable to the holder of said notes as his interest may appear, and said grantee shall also pay all taxes that maybe levied or assessed against the above described property, and if said