

No. 1538



Amount \$ 10,000.00 Rate 1.06/4.24 Premium \$ 424.00

In Consideration of the Stipulations herein named and of
FOUR HUNDRED TWENTY FOUR AND NO/100 Dollars Premium
Does Insure - THE LOCKWOOD NATIONAL BANK -

for the term of Five years
from the 18th day of April 1914 at noon
to the 18th day of April 1919 at noon
against all direct loss or damage by fire, except as hereinafter provided,
To an amount not exceeding TEN THOUSAND Dollars,
to the following described property while located and contained as described here-
in, and not elsewhere, to wit:

1911. FORM NO. 3. June 15, 1911. TEXAS

MERCANTILE BUILDING FORM.

WITH 80 PER CENT. REDUCED RATE AND CO-INSURANCE CLAUSE

THE LOCKWOOD NATIONAL BANK.

\$10,000.00-On the three story, stone and brick, composition roof building, occupied for Bank & Office purposes, and situated on the North side of West Commerce Street, No. 201, Corner of Navarro Street, in San Antonio, Texas. File No. 2524.

It is understood and agreed that there is a contract of sale between The Lockwood National Bank and Chas. Schreiner of Kerrville, Texas, for the purchase of this property by Chas. Schreiner, and that pending the consumation of such sale, loss if any, shall be payable to The Lockwood National Bank and Chas. Schreiner as their respective interests may appear

\$20,000.00-Total concurrent insurance permitted including this Policy.

Other concurrent insurance permitted without notice until required. This insurance is effected subject to the following conditions:

THE 80 PER CENT. REDUCED RATE AND CO-INSURANCE CLAUSE.

In consideration of the reduced rate at which this policy is written, it is expressly understood and agreed and made a condition of this contract, that the assured shall maintain insurance on each item of property insured by this policy, of not less than 80 per cent. of the actual cash value thereof, and that, failing so to do, the assured shall be an insurer to the extent of such deficit and bear such proportionate part of loss on each item; and the assured hereby expressly consents to the use of this clause, which is made a part of this contract.

GUNPOWDER AND KEROSENE PERMIT.

Permission is granted to keep for sale not to exceed 50 pounds of gunpowder in closed metallic cans and 5 barrels of kerosene oil which shall be of not less than the United States Standard, neither to be handled within 10 feet of any artificial light, except incandescent electric. Failure to comply with either or all of the conditions of this permit shall render this entire policy null and void.

ELECTRIC LIGHT AND POWER PERMIT.

Privilege is hereby granted to use electricity for lighting, heating and, or, power and to generate electricity in the premises described in this policy, when the electric equipment is in full compliance with the National Electrical Code. (A copy of which may be obtained upon application.)

LIGHTNING AND ELECTRICAL EXEMPTION CLAUSE.

This policy shall cover any direct loss or damage caused by lightning (meaning thereby the commonly accepted use of the term "lightning," and in no case to include loss or damage by cyclone, tornado or windstorm), not exceeding the sum insured, nor the interest of the insured in the property, and subject in all other respects to the terms and conditions of this policy; it being a condition of this contract that any loss or damage to dynamos, motors, or other electrical appliances or devices, such as may be caused by lightning or other electrical currents, artificial or natural, is expressly excluded, unless fire ensues originating outside of the electrical equipment, appliances or devices and then for the loss or damage by fire only. It is also a condition of this contract that, if there shall be any other insurance on said property, this Company shall be liable only pro rata with such other insurance for any direct loss by lightning, whether such other insurance be against direct loss by lightning or not.

This form is attached to and constitutes the written and descriptive portion of Policy No. 1538 of the Hamburg-Bremen Fire Ins. Co. of Hamburg, Germany

Dated April 18th, 1914.

Agents (Signature)

1 This company shall not be liable beyond the actual cashvalue of the property at the time any loss or damage occurs, }
2 { and the loss or damage shall be ascertained or estimated according to such actual cash value, with proper deduction for }
3 { depreciation however caused, and shall in no event exceed what it would then cost the insured to repair or replace the same }
4 { with material of like kind and quality; said ascertainment or estimate shall be made by the insured and this company, or, if }
5 { they differ, then by appraisers, as hereinafter provided; and, the amount of loss or damage having been thus determined, }
6 { the sum for which this company is liable pursuant to this policy shall be payable sixty days after due notice, ascertainment, }
7 { estimate, and satisfactory proof of the loss have been received by this company in accordance with the terms of this policy. }
8 { It shall be optional, however, with this company to take all, or any part, of the articles at such ascertained or appraised value, }
9 { and also to repair, rebuild, or replace the property lost or damaged with other of like kind and quality within a reasonable time }
10 { on giving notice, within thirty days after the receipt of the proof herein required, of its intention so to do; but there can be }
11 { no abandonment to this company of the property described. }

12 This entire policy shall be void if the insured has concealed or misrepresented, in writing or otherwise, any material
13 fact or circumstance concerning this insurance or the subject thereof; or if the interest of the insured in the property be not
14 truly stated herein; or in case of any fraud or false swearing by the insured touching any matter relating to this insurance or
15 the subject thereof, whether before or after a loss.

16 This entire policy, unless otherwise provided by agreement indorsed hereon or added hereto, shall be void if the in-
17 sured now has or shall hereafter make or procure any other contract of insurance, whether valid or not, on property covered
18 in whole or in part by this policy; or if the subject of insurance be a manufacturing establishment and it be operated in whole
19 or in part at night later than ten o'clock, or if it cease to be operated for more than ten consecutive days; or if the hazard be
20 increased by any means within the control or knowledge of the insured; or if mechanics be employed in building, altering or
21 repairing the within described premises for more than fifteen days at any one time; or if the interest of the insured be other
22 than unconditional and sole ownership; or if the subject of insurance be a building on ground not owned by the insured in
23 fee-simple, or if the subject of insurance be personal property and be or become incumbered by a chattel mortgage; or if, with
24 the knowledge of the insured, foreclosure proceedings be commenced or notice given of sale of any property covered by this
25 policy by virtue of any mortgage or trust deed; or if any change, other than by the death of an insured, take place in the in-
26 terest, title, or possession of the subject of insurance (except change of occupants without increase of hazard) whether by legal
27 process or judgment or by voluntary act of the insured, or otherwise; or if this policy be assigned before a loss; or if illuminating
28 gas or vapor be generated in the described building (or adjacent thereto) for use therein; or if (any usage or custom of trade or
29 manufacture to the contrary notwithstanding) there be kept, used, or allowed on the above described premises, benzene, benzole,
30 dynamite, ether, fireworks, gasoline, greek fire, gunpowder exceeding twenty-five pounds in quantity, naphtha, nitro-glycerine
31 or other explosives, phosphorus, or petroleum or any of its products of greater inflammability than kerosene oil of the United
32 States standard (which last may be used for lights and kept for sale according to law but in quantities not exceeding five barrels,
33 provided it be drawn and lamps filled by daylight or at a distance not less than ten feet from artificial light); or if a building
34 herein described, whether intended for occupancy by owner or tenant, be or become vacant or unoccupied and so remain for
35 ten days.

36 This company shall not be liable for loss caused directly or indirectly by invasion, insurrection, riot, civil war or commo-
37 tion, or military or usurped power, or by order of any civil authority; or by theft; or by neglect of the insured to use all rea-
38 sonable means to save and preserve the property at and after a fire or when the property is endangered by fire in neighboring
39 premises; or (unless fire ensues, and, in that event, for the damage by fire only) by explosion of any kind, or lightning; but
40 liability for direct damage by lightning may be assumed by specific agreement hereon.

41 If a building or any part thereof fall, except as the result of fire, all insurance by this policy on such building or its contents
42 shall immediately cease.

43 This company shall not be liable for loss to accounts, bills, currency, deeds, evidences of debt, money, notes, or securities;
44 nor, unless liability is specifically assumed hereon, for loss to awnings, bullion, casts, curiosities, drawings, dies, implements,
45 jewels, manuscripts, medals, models, patterns, pictures, scientific apparatus, signs, store or office furniture or fixtures, sculpture,
46 tools, or property held on storage or for repairs; nor, beyond the actual value destroyed by fire, for loss occasioned by ordinance
47 or law regulating construction or repair of buildings, or by interruption of business, manufacturing processes, or otherwise; nor
48 for any greater proportion of the value of plate glass, frescoes, and decorations than that which this policy shall bear to the whole
49 insurance on the building described.

50 If an application, survey, plan, or description of property be referred to in this policy it shall be a part of this contract and
51 a warranty by the insured.

52 In any matter relating to this insurance no person, unless duly authorized in writing, shall be deemed the agent of this
53 company.

54 This policy may by a renewal be continued under the original stipulations, in consideration of premium for the renewed
55 term, provided that any increase of hazard must be made known to this company at the time of renewal or this policy shall be void.

56 This policy shall be canceled at any time at the request of the insured, or by the company by giving five days notice of
57 such cancellation. If this policy shall be canceled as hereinbefore provided, or become void or cease, the premium having been
58 actually paid, the unearned portion shall be returned on surrender of this policy or last renewal, this company retaining the cus-
59 tomary short rate; except that when this policy is canceled by this company by giving notice it shall retain only the *pro rata*
60 premium.

61 If, with the consent of this company, an interest under this policy shall exist in favor of a mortgagee or of any person or
62 corporation having an interest in the subject of insurance other than the interest of the insured as described herein, the condi-
63 tions hereinbefore contained shall apply in the manner expressed in such provisions and conditions of insurance relating to such
64 interest as shall be written upon, attached, or appended hereto.

65 If property covered by this policy is so endangered by fire as to require removal to a place of safety, and is so removed,
66 that part of this policy in excess of its proportion of any loss and of the value of property remaining in the original location, shall,
67 for the ensuing five days only, cover the property so removed in the new location; if removed to more than one location, such
68 excess of this policy shall cover therein for such five days in the proportion that the value in any one such new location bears
69 to the value in all such new locations; but this company shall not, in any case of removal, whether to one or more locations, be
70 liable beyond the proportion that the amount hereby insured shall bear to the total insurance on the whole property at the time
71 of fire, whether the same cover in new location or not.

72 If fire occur the insured shall give immediate notice of any loss thereby in writing to this company, protect the property
73 from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order,
74 make a complete inventory of the same, stating the quantity and cost of each article and the amount claimed thereon; and,
75 within sixty days after the fire, unless such time is extended in writing by this company, shall render a statement to this com-
76 pany, signed and sworn to by said insured, stating the knowledge and belief of the insured as to the time and origin of the fire;
77 the interest of the insured and of all others in the property; the cash value of each item thereof and the amount of loss thereon;
78 all incumbrances thereon; all other insurance, whether valid or not, covering any of said property; and a copy of all the descrip-
79 tions and schedules in all policies; any changes in the title, use, occupation, location, possession, or exposures of said property
80 since the issuing of this policy; by whom and for what purpose any building herein described and the several parts thereof were
81 occupied at the time of fire; and shall furnish, if required, verified plans and specifications of any building, fixtures, or
82 machinery destroyed or damaged; and shall also, if required, furnish a certificate of the magistrate or notary public (not inter-
83 ested in the claim as a creditor or otherwise, nor related to the insured) living nearest the place of fire, stating that he has
84 examined the circumstances and believes the insured has honestly sustained loss to the amount that such magistrate or notary
85 public shall certify.

86 The insured, as often as required, shall exhibit to any person designated by this company all that remains of any property
87 herein described, and submit to examinations under oath by any person named by this company, and subscribe the same; and,
88 as often as required, shall produce for examination all books of account, bills, invoices, and other vouchers, or certified copies
89 thereof if originals be lost, at such reasonable place as may be designated by this company or its representative, and shall
90 permit extracts and copies thereof to be made.

91 In the event of disagreement as to the amount of loss the same shall, as above provided, be ascertained by two competent
92 and disinterested appraisers, the insured and this company each selecting one, and the two so chosen shall first select a competent
93 and disinterested umpire; the appraisers together shall then estimate and appraise the loss, stating separately sound value and
94 damage, and, failing to agree, shall submit their differences to the umpire; and the award in writing of any two shall determine
95 the amount of such loss; the parties thereto shall pay the appraiser respectively selected by them and shall bear equally the
96 expenses of the appraisal and umpire.

97 This company shall not be held to have waived any provision or condition of this policy or any forfeiture thereof by any
98 requirement, act, or proceeding on its part relating to the appraisal or to any examination herein provided for; and the loss
99 shall not become payable until sixty days after the notice, ascertainment, estimate, and satisfactory proof of the loss herein
100 required have been received by this company, including an award by appraisers when appraisal has been required.

101 This company shall not be liable under this policy for a greater proportion of any loss on the described property, or for
102 loss by and expense of removal from premises endangered by fire, than the amount hereby insured shall bear to the whole
103 insurance, whether valid or not, or by solvent or insolvent insurers, covering such property, and the extent of the application
104 of the insurance under this policy or of the contribution to be made by this company in case of loss, may be provided for by
105 agreement or condition written hereon or attached or appended hereto. Liability for re-insurance shall be as specifically agreed
106 hereon.

107 If this company shall claim that the fire was caused by the act or neglect of any person or corporation, private or muni-
108 cipal, this company shall, on payment of the loss, be subrogated to the extent of such payment to all right of recovery by the
109 insured for the loss resulting therefrom, and such right shall be assigned to this company by the insured on receiving such
110 payment.

111 No suit or action on this policy, for the recovery of any claim, shall be sustainable in any court of law or equity until after
112 full compliance by the insured with all the foregoing requirements, nor unless commenced within twelve months next after the fire.

113 Wherever in this policy the word "insured" occurs, it shall be held to include the legal representative of the insured, and
114 wherever the word "loss" occurs, it shall be deemed the equivalent of "loss or damage."

115 If this policy be made by a mutual or other company having special regulations lawfully applicable to its organization,
116 membership, policies or contracts of insurance, such regulations shall apply to and form a part of this policy as the same may
117 be written or printed upon, attached, or appended hereto.

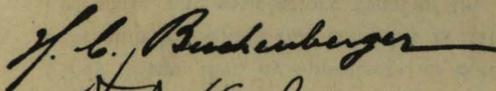
This Policy is made and accepted subject to the foregoing stipulations and conditions, and to the following stipulations and conditions printed on back hereof, which are hereby specially referred to and made a part of this Policy, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto; and no officer, agent or other representative of this Company shall have power to waive any provision or condition of this Policy except such as by the terms of this Policy may be the subject of agreement endorsed hereon or added hereto; and as to such provisions and conditions no officer, agent, or representative shall have such power or be deemed or held to have waived such provisions or conditions unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this Policy exist or be claimed by the insured unless so written or attached.

PROVISIONS REQUIRED BY LAW TO BE STATED IN THIS POLICY.—This Policy is in a stock corporation.

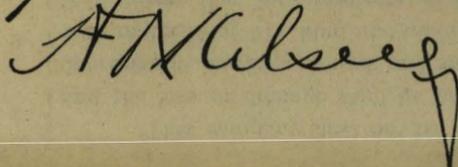
In Witness Whereof, The HAMBURG-BREMEN FIRE INSURANCE COMPANY have caused these Presents to be signed by their Managing Director at Hamburg, Germany, and by their Manager for the United States of America, but this Policy shall not be valid unless countersigned by the duly authorized Agent of this Company.

Dated at San Antonio, Texas, this 18th day of April

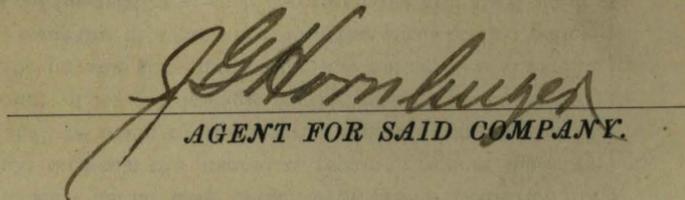
in the year of our Lord one thousand nine hundred and Fourteen and issued there.



MANAGING DIRECTOR.



MANAGER
FOR THE UNITED STATES


AGENT FOR SAID COMPANY.