

STATE OF TEXAS )  
                  )  
COUNTY OF BEXAR )

*Original*

THIS MEMORANDUM made of this the 15th day of January A .D. 1925, by and between Alvin L. Dietzel, of Bexar County Texas, hereinafter called the party of the first part and referred to as the Lessor, and Max Lovy, also of Bexar County, Texas, hereinafter called the party of the second part and referred to as the Lessee.

WITNESSETH:-

That the said parties have this day entered into the following contract and agreement:

1. The said Lessor, Alvin L. Dietzel, is the owner of the following described land, premises and improvements thereon, lying and being situated in the City of San Antonio, Bexar County, Texas, being the property known as the "RANDALL HOTEL"; said Hotel is situated on the Northeast Corner of No. Presa and Market Streets, and being the house number, 202 N. Presa St., and land upon which said Improvements are situated, having a frontage of 55 feet and a fraction of a foot on N. Presa and 90 feet and a fraction of a foot on Market St., with fixtures and furnishings, thereunto belonging, and as such, owner Lessor hereby rents and leases unto party of the second part, the above described property, the same to be run and operated by the Lessee as a Hotel and said Lessee agrees to rent and lease said property from the Lessor and to pay therefore the Monthly Rental as hereafter provided and at the time stipulated.
2. This lease shall begin on the 15th day of January, A.D. 1925, and run and continue and expire on the 14th day of January, A.D. 1928, unless terminated sooner, as hereinafter provided for.
3. The said Lessee, Max Lovy, party of the second part, binds and obligates himself to pay for the said Hotel with fixtures and furnishings thereunto belonging, the sum of FOUR HUNDRED DOLLARS (\$ \$400.00) per month, in advance, until expiration of this Lease Contract.
4. Should the said Max Lovy, fail or neglect to pay said monthly rental, after the expiration of first monthly payment on or before the 15th day of any subsequent month, and in event of failure to pay, this lease shall immediately terminate, and be cancelled at the option of the Lessor, Alvin L. Dietzel, and in event of such default upon part of party of the Second part, he obligates himself within three days after such default to surrender unto party of the first part, or his assigns, all of said property in as good condition as when received ( the usual wear and tear, excepted), and should the party of the second part fail to surrender the peaceable possession of said property according to the terms and stipulations of this contract, he hereby declares and acknowledges that such failure upon his part shall be understood as authorizing the party of the first part or his assigns, to eject the said party of the second part from the said premises by process of Law and such failure and refusal shall authorize the said party of the first part or his assigns, to seize said property

sequestration and the said party of the second part now hereby admits and declares that his refusal to immediately surrender the property in accordance herewith, in case of such default shall authorize and justify the party of the first part to make affidavit of sequestration as contemplated by Statute and the party of the second part hereby waives any damages that may result to him by forcible ejection from said premises.

5. The said Lessee, binds and obligates himself in running and operating said Hotel, that the business carried on by him shall be run in accordance with the regulations and ordinances of the City of San Antonio, and shall be conducted in an orderly manner, and all sanitary regulations shall be complied with. He agrees to pay promptly each month all charges incurred by him for lights and water and heat, and he further agrees to pay for all repairs on heating plant, plumbing, elevator and window panes, and at his failure to promptly pay and discharge such indebtedness, the Lessor can at his option declare this lease annulled and cancelled, and can proceed according to the terms and provisions thereof as tho the said Lessee had failed to pay the Rental. All expenses connected with the running of said business shall be paid by the said Lessee, so that no contingency with anyone dealing with said Lessee or any demand created, shall create a charge or lien on said property.

6. It is further agreed between these parties that the said party of the second part, the said Max Lovy, shall not be responsible for the Taxes or Insurance of said property and premises and improvements, said Taxes and Insurance shall be paid by said Lessor and Owner.

WITNESS OUR HANDS in duplicate originals, this 15th day of January 1925.

Mary Morris

Witness to the Party of the First Part.

Anna D. [Signature]

Party of the First Part.

Jack W. Doty

Witness to the Party of the Second Part.

Max Lovy

Party of the Second Part.

STATE OF TEXAS  
COUNTY OF BEXAR

Before me, N. O. Green, the undersigned authority a Notary Public, in and for Bexar County, Texas, on this day personally appeared Max Lovy, 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 considerations therein expressed.

Given under my hand and seal of office this the 15 day of June, A. D. 1925.

N. O. Green  
Notary Public, Bexar County, Texas

THE STATE OF TEXAS }  
COUNTY OF BEXAR }

I, JACK R. BURKE, County Clerk of said county, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 15 day of June A. D. 1925, at 4:43 P o'clock P M., and duly recorded on the 17 day of June A. D. 1925, at 3:00 P o'clock P M., in the records of Deeds of said County, in book volume 822, on page 691-3

In Testimony Whereof, witness my hand and official seal, at office, this 17 day of June A. D. 1925.

Jack R. Burke  
County Clerk, Bexar County, Texas.  
By Chas. Grossmann Deputy.

I hereby transfer these Deeds to  
Mr. J. M. Harris and Mrs. Bertha Harris,  
July 15<sup>th</sup> 1925.

Max Loy  
Witnessed Approved  
J. M. Harris  
Mrs. Bertha Harris

822  
621-3

126346

Leone  
Alvin L. Dretzel

Max Loy

19-3:00

FILED FOR RECORD  
IN MY OFFICE

JUN 15 4 43 PM 1925

JACK R. BURKE

W. H. ...

John H. ...  
608 ...

STATE OF TEXAS )  
                  )  
COUNTY OF BEXAR )

*Copy*

THIS MEMORANDUM made of this the 15th day of January A .D. 1925, by and between Alvin L. Dietzel, of Bexar County Texas, hereinafter called the party of the first part and referred to as the Lessor, and Max Lovy, also of Bexar County, Texas, hereinafter called the party of the second part and referred to as the Lessee.

WITNESSETH:-

That the said parties have this day entered into the following contract and agreement:

1. The said Lessor, Alvin L. Dietzel, is the owner of the following described land, premises and improvements thereon, lying and being situated in the City of San Antonio, Bexar County, Texas, being the property known as the "RANDALL HOTEL"; said Hotel is situated on the Northeast Corner of No. Presa and Market Streets, and being the house number, 202 N. Presa St., and land upon which said Improvements are situated, having a frontage of 55 feet and a fraction of a foot on N. Presa and 90 feet and a fraction of a foot on Market St., with fixtures and furnishings, thereunto belonging, and as such, owner Lessor hereby rents and leases unto party of the second part, the above described property, the same to be run and operated by the Lessee as a Hotel and said Lessee agrees to rent and lease said property from the Lessor and to pay therefore the Monthly Rental as hereafter provided and at the time stipulated.
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sequestration and the said party of the second part now hereby admits and declares that his refusal to immediately surrender the property in accordance herewith, in case of such default shall authorize and justify the party of the first part to make affidavit of sequestration as contemplated by Statute and the party of the second part hereby waives any damages that may result to him by forcible ejection from said premises.

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6. It is further agreed between these parties that the said party of the second part, the said Max Levy, shall not be responsible for the Taxes or Insurance of said property and premises and improvements, said Taxes and Insurance shall be paid by said Lessor and Owner.

WITNESS OUR HANDS in duplicate originals, this 15th day of January 1925.

Mary Morris  
Witness to the Party of the First Part.

Alvin D. Ditch  
Party of the First Part.

Jack A. Doty  
Witness to the Party of the Second Part.

Max Levy  
Party of the Second Part.

I hereby transfer their lease to  
Mr. J. M. Harris and Mrs. Bertha Harris.

July 25<sup>th</sup> 1925

Max Levy  
A. D. Ditch approved  
J. M. Harris  
Bertha Harris

We the undersigned hereby sell and transfer with all our rights and privileges good will ect the Randell Hotel as covered in the lease hereto attached, to the undersigned and conveyed to said party ( C. Wilson Agt) all former privileges enjoyed under same. We futher agree to take up all obligation and pay same so there will be no obligations pending against said Randell Hotel.

The consideration for said transfer is Two Thousand dollars - Fifteen hundred dollars cash in hand or valid checks the receipt of which is hereby acknowledged and the balance of FiveHund Hundred dollars to be paid after the undersigned have adjusted satisfactorily all obligations pending againxs said Hotel and their rooms vactaed which it is agreed will be done not later than monday December the 21st 1925.

Said purchaser agreeing to pay the rental now due to said owner of \$400. and said leasees paying for rental of four dauy to C. Wilson amount due for back rent up to and including December the 19th --

Sale approved by

Signed

J. M. Harris

Bertha Harris

W. D. Ditzel  
Owner of property

C. Wilson  
Purchaser

This sale in force and effect from this date of Dec the 18th  
All rental and collections effective from December the 19th-

Witness

E. J. McLaughlin

I hereby convey all rights and  
privileges contained in said  
Lease to A L Dutzler.  
12/19/1925

We the undersigned hereby sell and transfer with all our rights and privileges good will ect the Randell Hotel as covered in the lease hereto attached, to the undersigned and conveyed to said party ( C. Wilson Agt) all former privileges enjoyed under same. We futher agree to take up all obligation and pay same so there will be no obligations pending against said Randell Hotel.

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Said purchaser agreeing to pay the rental now due to said owner of \$400. and said leasees paying for rental of four dauy to C. Wilson amount due for back rent up to and including December the 19th --

Sale approved by

Signed

A. L. Buzze

J. M. Harris

Bertha Harris

owner of property

C. Wilson Agt  
Purchaser

This sale in force and effect from this date of Dec the 18th  
All rental and collections effective from December the 19th-

Witness

E. J. M. Lutz

I hereby certify all rights and  
privileges contained in said  
lease to A. L. Buzze  
12/19<sup>th</sup> 1925 C. Wilson

STATE OF TEXAS 0  
COUNTY OF BEXAR 1

KNOW ALL MEN BY THESE PRESENTS, That I, Max Lovy, of the City of San Antonio, Bexar County, Texas, for and in consideration of TWO THOUSAND DOLLARS (\$2,000.00) paid and secured to be paid by J. M. Harris and wife, Bertha Harris, as follows:

\$1,500.00 cash, the receipt of which is hereby acknowledged, and one note of even date herewith for \$500.00, due and payable ninety (90) days after date with interest from date at the rate of six percent (6%) per annum.

Have bargained, sold and delivered and by these presents do bargain, sell and deliver unto the said J. M. and Bertha Harris, all the linen, cleaning apparatus, ~~phonograph~~ and fans, and all other personal property situated in the premises known as the "RANDALL HOTEL," at the Northeast corner of North Presa and Market Streets, in the City of San Antonio, Bexar County, Texas, *not owned by the owner of the Building.*

The lease on the above described premises ~~was~~ began on the 15th day of January, A.D. 1925 and ends on the 14th day of January, 1928. Said lease being executed by the owner of said property, Alvin L. Dietzel, to Max Lovy, has this day been transferred by the seller with the consent of owner to the buyers, J. M. and Bertha Harris. Said lease is to be deposited in the Commercial National Bank of San Antonio, Texas, together with the above described note, and is to be held by the said bank until said note is paid in full.

Should the buyers, J. M. and Bertha Harris, fail to pay said note when due, then and in that event the lease and all property transferred by this instrument shall be delivered to and become the property of Max Lovy, and the Commercial National Bank of San Antonio is hereby authorized to deliver said lease to Max Lovy in the event of the default of payment in the above described note.

WITNESS OUR HANDS at San Antonio, Texas, in duplicate, this the 15th day of July, A.D. 1925.

Max Lovy

J. M. Harris

Bertha Harris

\$500.00

*7.50 Int*  
507.50

San Antonio, Texas

July 15, 1925.

Ninety (90) days after date, for value received, we promise to pay to the order of Max Lovy FIVE HUNDRED (\$500.00) DOLLARS, at the Commercial National Bank of San Antonio, Texas, with interest at the rate of six percent (6%) per annum from date until paid.

In the event of default in payment of this note at maturity and it is placed in the hands of an attorney for collection, or suit is brought, or it is collected through the probate, bankruptcy or other court, then an additional amount of ten percent (10%) on the amount then owing shall be added to same as attorney's fees.

*J. M. Harris*  
*Bertie Harris*



*Lease re Randall Hotel  
N. Presa & N. Market St  
N.C.B. 160.  
Yr. 1925  
[Signature]*