

THE STATE OF TEXAS,
COUNTY OF MATAGORDA

10241

Know All Men By These Presents:

11.00

This memorandum of agreement made and entered into between

DOUGLAS ROSENTHAL

and wife, CLARITA JAIMOVICH ROSENTHAL

, hereinafter called parties of the first part, and

✓ Hy Rosenthal

hereinafter called party of the second part, whether one or more, all of said County and State, WITNESSETH:

That the said party of the second part, in consideration of the premises hereinafter set forth, agrees and contracts with the said parties of the first part, to furnish all the labor and materials for, and to construct, erect and complete upon the lands and premises hereinafter described, in good workmanlike manner, and in accordance with the plans and specifications agreed upon between the parties, and signed by them for the purpose of identification, the following improvements, to-wit:

New interior improvements and additions to walls, floors and plumbing and including painting, wall boards, partitions and etc.

Said party of the second part agrees to complete said improvements within 30 days from the date hereof, unavoidable accident alone excepted, a reasonable allowance, however, to be made in case of bad weather, ~~and to pay to the said parties of the first part the sum of (\$~~

~~thereafter, as assessed or liquidated damages~~

The land and premises upon which the said improvements are to be erected are situated in the County of Matagorda, State of Texas, and are more particularly described as follows, to-wit:

Lot 15, in Block 51, of the original townsite of Palacios, in Matagorda County, Texas, according to the Map of said townsite recorded in Volume 14 at page 374 of the Deed Records of Matagorda County, Texas.

In consideration of the construction of said improvements and furnishing the labor and material therefor, as above stipulated, the parties of the first part promise and agree to pay to the said party of the second part, his heirs or assigns, the sum of (\$ 10,000.00)

Ten Thousand and no/100-----

Dollars

in accordance with the terms of one certain promissory note of the said parties of the first part of even date herewith, hereinafter called note, whether one or more, and payable to the said party of the second part, or order and bearing interest at the rate of 12 1/4 per cent. per annum from date, interest payable at maturity and further providing for a reasonable attorney's fee additional upon the amount of the principal and interest then due, if said note be placed in the hands of an attorneys for collection, or be collected by suit, or through the Probate or Bankruptcy Court, and further providing that all past due interest shall bear interest until paid at the rate of ten per cent. per annum.

Said parties of the first part hereby give, grant and convey to the said party of the second part, his heirs and assigns, an express Mechanic's and Materialman's Lien, as provided by the Constitution and Laws of the State of Texas, upon the hereinabove described property and all improvements thereon and that may hereafter be placed thereon; to secure the payment in full of the above mentioned indebtedness, principal, interest and attorney fees, and further to secure the performance of each and every covenant and obligation herein set out. It is further agreed that a failure to complete said improvements, or failure to complete the same according to contract, shall not defeat said indebtedness and lien, but in such case the indebtedness and lien upon said premises and improvements shall exist in favor of said party of the second part, his heirs and assigns, for said contract price, less such an amount as would be reasonably necessary to complete said improvements according to the said plans and specifications.

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MECHANICS LIEN

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Upon the completion of said improvements, said parties of the first part agree to insure the same and keep the same insured, in some solvent and reputable insurance company for the benefit of the said party of the second part, his heirs or assigns, for at least the sum of (\$ 10,000.00)

Dollars,

Ten Thousand and no/100-----

or as much of same as can be procured, and they further agree to pay all taxes and assessments now due, if any, on said premises, and keep all taxes and assessments paid as they accrue upon the said premises, and as additional security, but in no wise to waive or affect the lien herein created, the parties of the first part have executed a deed of trust for the benefit of the party of the second part, heirs and assigns to secure the performance of the covenants herein contained, and it is agreed that failure to pay taxes now due, if any, or to keep the taxes paid, as they accrue, upon the said premises, or failure to insure, or to keep the said premises insured, as above stipulated, or a total or partial destruction of the improvements upon the said premises, or a failure to pay any of said note or any installment of interest on said note as the same falls due, shall at the option of the holder of the said note, or any of them, immediately mature the said indebtedness.

It is further expressly contracted and agreed that the plans and specifications above referred to authorize the making of changes in same by which extra costs may be incurred and any such extra costs, not to exceed the sum of \$ -0- , incurred in accordance with the right reserved to parties of the first part to make such changes shall be secured by the liens herein given and granted as fully as if such amount were included in the original contract price.

Said parties of the first part hereby waive, in favor, of the said indebtedness, all homestead exemptions and allowances, and all allowances in lieu of homestead, or for exempt articles, or for support, and all commissions which may accrue to either of them in any probate proceeding, if any, in which the said premises may be involved.

If the said parties of the first part shall fail to procure said insurance, or to pay said taxes, as above stipulated, the holder of said note may procure the said insurance, or pay said taxes, and add the amount so paid to this indebtedness and the said amount so paid shall be secured by lien upon said premises, and the same shall bear interest from dates of such payments at the rate of ten per cent. per annum.

Witness our hands this 6th day of March A. D. 19.80

Douglas Rosenthal

[Signature]
Parties of the First Part

Clarita Jaimovich Rosenthal

[Signature]
Hy Rosenthal

Parties of the Second Part

ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF MATAGORDA

BEFORE ME, the undersigned authority,

In and for said County, Texas, on this day personally appeared
Douglas Rosenthal

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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 7 day of March, A. D. 19.80

(L. S.)

[Signature]
Elsie Mae Albair
Notary Public, Matagorda County, Texas

My Commission Expires June 30, 19.80

ACKNOWLEDGMENT

THE STATE OF TEXAS,}

COUNTY OF Matagorda

BEFORE ME, the undersigned authority,

Hy Rosenthal

in and for said County, Texas, on this day personally appeared

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known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 7th day of March, A. D. 19 80

(L. S.)

Elsie Mae Albair
Elsie Mae Albair
Notary Public, Matagorda County, Texas

My Commission Expires June 30, 1980

ACKNOWLEDGMENT

THE STATE OF TEXAS,}

COUNTY OF MATAGORDA

BEFORE ME, the undersigned authority,

Clarita Jaimovich Rosenthal

in and for said County, Texas, on this day personally appeared

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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 7th day of March, A. D. 19 80

(L. S.)

Verner L. Bowers Jr.
Verner L. Bowers Jr.
Notary Public, Matagorda County, Texas

My Commission Expires June 30, 1980

MECHANICS LIEN

THE STATE OF TEXAS,}

COUNTY OF

KNOW ALL MEN BY THESE PRESENTS: That I, ✓ Hy Rosenthal

of

County, Texas, for and in consideration of the sum of TEN

DOLLARS and other valuable consideration to me in hand paid by THE CITY STATE BANK OF

PALACIOS, TEXAS

the receipt of which is fully acknowledged, have assigned and transferred and by these presents do hereby assign and transfer unto the said

THE CITY STATE BANK OF PALACIOS, TEXAS

the following mentioned indebtedness, together with the lien securing the same, to-wit:

\$10,000.00 mechanic's lien note dated March 6, 1980 payable as therein provided

MECHANICS LIEN

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And being the same notes set out and described in a certain Mechanic's and Materialman's Lien contract entered into by and between Douglas Rosenthal and wife, ~~and wife~~ Clarita Jaimovich Rosenthal, owners, and contractor, dated the 6th day of March, 19 80; said contract providing for the improvement of the following premises, situated in County of Matagorda State of Texas, to-wit:

Lot 15, in Block 51, of the original townsite of Palacios, in Matagorda County, Texas, according to the Map of said townsite recorded in Volume 14 at page 374 of the Deed Records of Matagorda County, Texas.

Said contract being of record in Vol. , page of the Mechanic's Lien Records of Matagorda County, Texas, to which reference is here made for all purposes; and said indebtedness being secured by the Mechanic's and Materialman's Lien under the Constitution and Laws of the State of Texas.

TO HAVE AND TO HOLD the aforesaid indebtedness, together with the lien against the above-mentioned property securing the same, and all of my rights, privileges and equities under and by virtue of the aforesaid indebtedness and lien and contract.

Witness my hand this day of March, A. D. 19 80.

Hy Rosenthal

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF Matagorda

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared Hy Rosenthal

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said

a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 7th day of March, A. D. 19 80

(L. S.)

Elsie mae Albair
Notary Public, Matagorda County, Texas

My Commission Expires June 30, 19 80

Elsie mae Albair

MECHANICS LIEN

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FILED FOR RECORD
AT 11:15 O'CLOCK A.M.

MAR 10 1980

SARAH VAUGHN
County Clerk, Matagorda County, Texas
By Marilyn Brown Deputy

STATE OF TEXAS

COUNTY OF MATAGORDA

I hereby certify that this instrument was FILED in File
Number Sequence on the date and at the time stamped hereon
by me, and was duly RECORDED in the above named records
of Matagorda County, Texas on



MAR 10 1980

Sarah Vaughn
COUNTY CLERK, Matagorda County, Texas
By Marilyn Brown Deputy

A-75

Mechanic's Lien Contract

TO

ASSIGNMENT OF LIEN

WHEN RECORDED RETURN TO

Mayfield & Bowers
Drawer 880
Alacios, Texas

MARTIN Stationery Co., Dallas