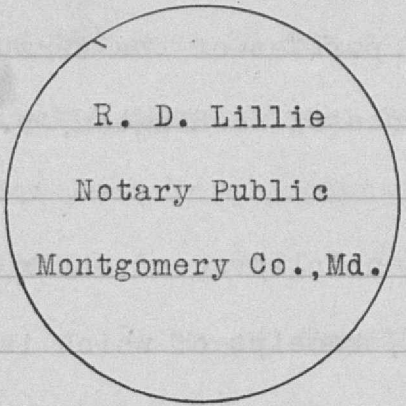


R.D. Lillie



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EXAMINED

Del to
B F Owens
5-11-23

486

At the request of Frances Brook Griffith the following deed was recorded March 30th A.D. 1923 at 10:05 o'clock A.M. to wit:-

This deed made this 23rd day of March in the year of our Lord one thousand nine hundred and twenty three by and between Maddux, Marshall & Company Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, having its principal place of business in Washington, D.C. party of the first part, and Frances Brook Griffith party of the second part:

Witnesseth, that in consideration of the sum of ten dollars (\$10.00) and other valuable considerations the said party of the first part does grant and convey unto Frances Brook Griffith party of the second part, her heirs and assigns, in fee simple, all that piece or parcel of ground situate lying and being in Montgomery County State of Maryland, being a portion of the same land which the said party of the first part obtained from M.H. Ives Goddard et al by deed dated the 20th day of December 1922, recorded in the land records of Montgomery County, Maryland, in liber P.B.R. No. 324 at folio 283 and being described as follows, to wit:

Lot 1 block C, in a subdivision known as "Section No. 1" Battery Park as per plat recorded in plat book No. 3, plat 245 one of the land records for said Montgomery County, Md.

Together with the building and improvements thereupon, erected, made, or being and all and every the rights, alleys, ways waters, privileges, appurtenances, and advantages, to the same belonging or in anywise appertaining.

To have and to hold the said piece or parcel of ground and premises abovescribed or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said party of the second part subject only to the following restrictions and reservations on the part of the party of the first part.

First: That neither the said party of the second part, nor her heirs or assigns, shall or will manufacture, or sell or cause or permit to be manufactured or sold on any protion of the premises hereby conveyed any goods, wares or merchandise of any kind and will not carry on nor permit to be carried on on any part of said premises any trade or business whatsoever.

Second: That niether the said party of the second part nor her heirs or assigns shall or will permit upon any portion of the said premises any building or part of building within twenty five feet of the front property line.

Third: For the purpose of sanitation and health, neither the said party of the second part, nor her heirs or assigns, shall or will sell or lease the said land to any one of a race, whose death rate is at a higher percentage than the white race.

Fourth: These covenants shall run with the land and be construed as covenants running with the land until the 31st day of December, nineteen hundred and ninety nine, when they shall cease and terminate.

Fifth: To the performance of the covenants and conditions herein, the said parties mutually bind themselves, their heirs and assigns.

And the said party of the first part covenant that it will warrant specially and generally the property hereby conveyed; that it is seized of the land ^{hereby} conveyed; that it has a right to convey said land; that the said party of the second part shall quietly enjoy said land; that it has done no act to encumber said land; and that it will execute such further assurances of said land as may be requisite.

Witness the hand and seal of the said corporation, party of the first part by its president H.C. Maddux, duly authorized to execute these presents in its behalf, and the seal of said corporation affixed by Chas. K. Mallory, Secretary, duly authorized to affix said seal in its behalf.

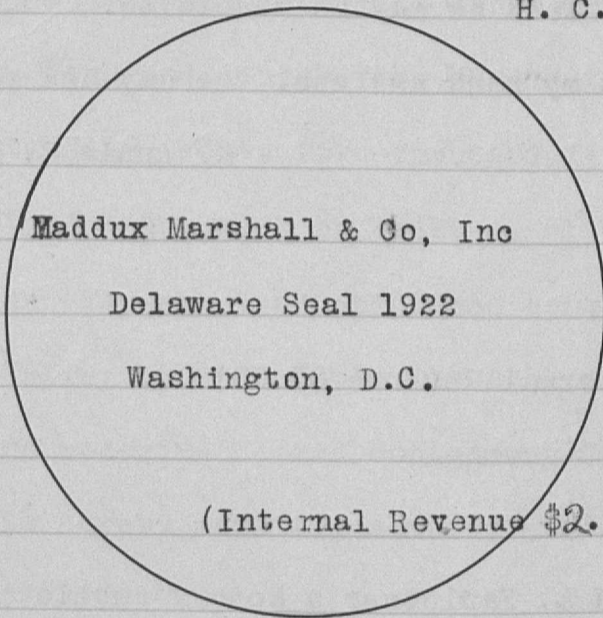
254 Maddux, Marshall & Co, Inc. (Seal)

Attest:

H. C. Maddux

Chas. K. Mallory
Secretary

President



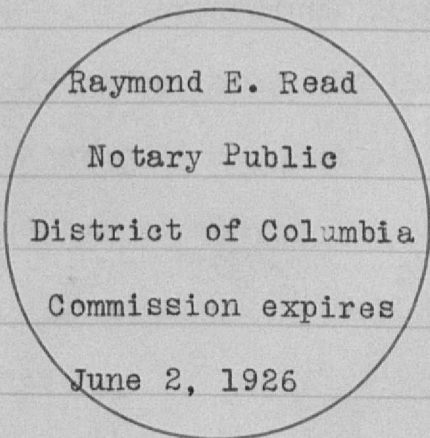
District of Columbia, ss:-

I hereby certify that on this 23rd day of March 1923 before the subscriber a Notary Public in and for said District personally appeared H.C. Maddux, President of Maddux Marshall & Co., Inc, and did acknowledge the foregoing deed to be his act.

In testimony whereof, I have affixed my official seal this 23rd day of March A.D. 1923

Raymond E. Read

Notary Public D.C.



MONTGOMERY COUNTY CIRCUIT COURT (Land Records) PBR 328, p. 0431, MSA_CE63_286. Date available 01/31/2011. Printed 09/13/2022.