

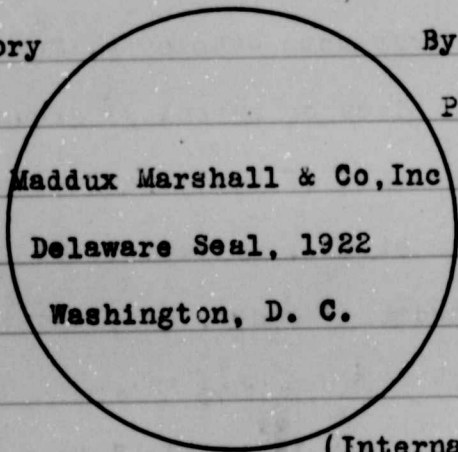
mutually bind themselves, their successors, heirs and assigns.

And the said party of the first part covenants that it will warrant specially the property hereby conveyed; and that it will execute such further assurances of said land as may be requisite.

Witness the hand and seal of 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.

Attest: 272 Maddux Marshall & Company, Inc (Seal)

Chas. K. Mallory Secretary By: H.C. Maddux President (Seal)

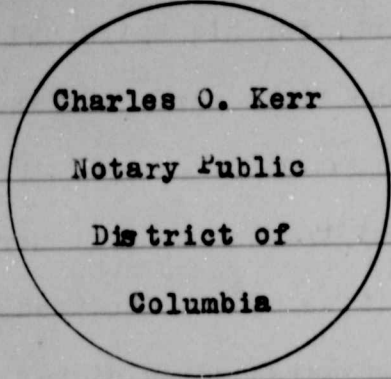


District of Columbia, SS:-

I hereby certify that on this 22nd day of August 1924, before the subscriber a Notary Public in and for the District aforesaid, personally appeared H.C. Maddux, President of Maddux, Marshall & Company, Inc., party to the foregoing and annexed deed dated August 22, 1924, and did acknowledge the foregoing deed to be the act and deed of said Maddux, Marshall & Company Inc.,

In testimony whereof, I have affixed my official seal this 22nd day of August A.D. 1924.

Charles O. Kerr Notary Public D.C.



EXAMINED.

Mailed to Maddux Marshall & Co. Inc 1108-16 A. W. Wash Inc.

211 AT the request of Charles O. Kerr the following deed was recorded August 30th A.D. 1924 at 10:55 o'clock A.M. to wit:-

10-20-24

This deed made this twenty second day of August in the year of our Lord one thousand nine hundred and twenty four, by and between Maddux, Marshall & Company Inc., a corporation duly incorporated under and by virtue of the laws of the State of Delaware having its principal place of business in Washington District of Columbia, party of the first part, and Charles O. Kerr of Washington District of Columbia, party of the second part:

Witnesseth, that in consideration of the sum of ten dollars (\$10.00)



lawful money of the United States, to it paid before the sealing and delivery of these presents, the said party of the first part does grant and convey unto Charles O. Kerr party of the second part his heirs and assigns, in fee simple, all that piece or parcel of ground situate lying and being in Montgomery County, State of Maryland, being part of the same land which the said party of the first part obtained from R.H. Ives Goddard et al., by deed dated the 20th day of December, 1924, recorded in the land records of said Montgomery County, Maryland, in liber No. 324, at folio 283 and being described as follows, to wit:-

Lot numbered seventeen (17) in block lettered "L" in a subdivision known as "Section No. 2 Battery Park", as per plat recorded in plat book No. 3 plat 260 one of the land records for said Montgomery County, Maryland.

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 above described or mentioned above described 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 Charles O. Kerr his heirs and assigns, in fee simple.

And the said party of the second part, for his heirs and assigns, does hereby covenant and agree to and with the said party of the first part, its successors and assigns, as follows:

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

Second: That neither the said party of the second part nor his heirs or assigns, shall or will permit upon any portion of the said premises, any building or part of building within twenty five (25) feet of the front property line.

Third: For the purpose of sanitation and health, neither the said party of the second part nor his 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 successors heirs and assigns.

And the said party of the first part covenants that it will warrant specially the property hereby conveyed; and that it will execute such further assurances of said land as may be requisite.

Witness the hand and seal of 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.

Attest: <sup>272</sup> Maddux Marshall & Company, Inc (Seal)

Chas. K. Mallory By: H.C. Maddux (Seal)

Secretary President

Maddux Marshall & Company,  
Inc., Delaware Seal, 1922  
Washington, D. C.

(Internal Revenue \$13.00)

District of Columbia, ss:-

I hereby certify that on this 22nd day of August 1924, before the subscriber a Notary Public in and for the District aforesaid, personally appeared H.C. Maddux President of Maddux Marshall & Company, Inc., party to the foregoing and annexed deed dated August 22, 1924 and did acknowledge the foregoing deed to be the act and deed of said Maddux Marshall & Company, Inc.

In testimony whereof, I have affixed my official seal this 22nd day of August A.D. 1924.

Waldo E. Chapman  
Notary Public D.C.

Waldo E. Chapman  
Notary Public  
District of  
Columbia

**EXAMINED.** #

Mailed to Thos. J. Fisher  
400, Inc. Wash. D.C.  
10-20-24

<sup>131</sup> AT the request of Samuel N. Fairchild the following deed was recorded August 30th A.D. 1924 at 10:55 o'clock A.M. to wit:-

This deed made this 17th day of May in the year one thousand nine hundred and twenty four by and between The Chevy Chase Land Company, of Montgomery County, Maryland ( a corporation duly organized under and b y virtue of the laws of the State of Maryland) party of the first part, and Samuel N. Fairchild of the District of Columbia, party of the second part:

Witnesseth, that the said party of the first part, for and in consideration of the sum of thirty one hundred and fifty (3150) dollars to it paid by the said party of the second part, and of the covenants and agreements, of the said party of the second part as hereinafter set forth, does hereby grant and convey unto the said party of the second part in fee simple, the following described land and premises with the improvements, easements, and appurtenances thereunto belonging, situate in the county of Montgomery State of Maryland, namely:

Lot numbered nineteen (19) in block numbered sixty four (64) in