

hundred and twenty two before the subscriber a Justice of the Peace of the State of Maryland in and for the said county personally appeared Asbury Williams and Mary Williams, his wife, and acknowledged the foregoing deed to be their act.

Alfred R. Fairall
J. P.

EXAMINED

Selt
G R Spates
3-4-24.

AT the request of Charles A. Weigel and Mildred L. Weigel his wife
the following deed was recorded January 14th A.D. 1924 at 1:52
P.M. to wit;

This deed made this 19th day of December in the year of our Lord one thousand nine hundred and twenty three, by and between Maddux Marshall & Company Inc., a corporation duly incorporated under and by business in Washington District of Columbia, party of the first part, and Charles A. Weigel and Mildred L. Weigel his wife, of Washington, District of Columbia, parties 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 A. Weigel and Mildred L. Weigel, his wife, parties of the second part, their 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 part of the same land which the said party of the first part obtained from A.H. Ives Goddard et ux., et al, by deed dated the 20th day of December 1922 recorded in the land records of said Montgomery County, in liber No. 324 at folio 283 and being described as follows, to wit;

Lot numbered twenty (20) in block lettered I, in a subdivision known as "Section No. 3 Battery Park" as per plat recorded in plat book No. 3 plat 261, 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 and hereby intended to be conveyed together with the ^{rights, privileges, appurtenances, and advantages thereto} ~~only~~ proper use, benefit and behoof forever of the said Charles A. Weigel and Mildred L. Weigel, his wife their heirs and assigns in fee simple.

And the said parties of the second part, for themselves their heirs and assigns do 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 parties of the second part nor their 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

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) PBR 342, p. 0388, MSA_CE63_300. Date available 07/27/2006. Printed 09/13/2022.

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 neither the said parties of the second part nor their 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 parties of the second part nor their 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.

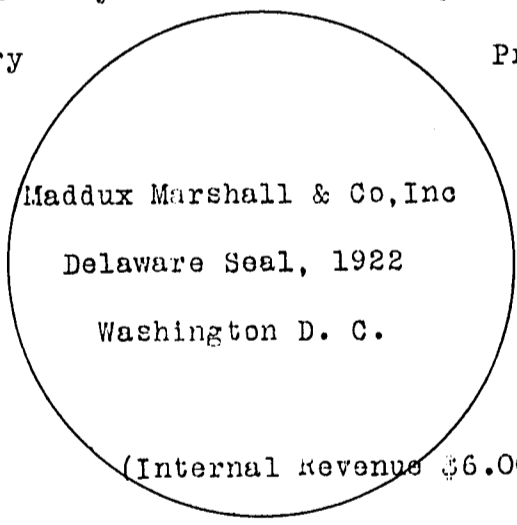
Fourth; These covenants shall run with the land and be construed as covenants running with the land until the 31st day of December nineteen hundred and ninety-nine when they shall cease and terminate.

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 covenants that it will warrant specially 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 parties of the second part shall quietly enjoy said land; that it has done no act to encumber said land; except to place thereon a mortgage in the sum of fifty five hundred dollars (\$5500.00) which the grantee herein hereby assumes, 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.

Attest:		Maddux Marshall & Company, Inc (Seal)
Chas. K. Mallory	By: H.C. Maddux,	(Seal)
Secretary	President	



District of Columbia, ss:-

I hereby certify that on this 19th day of December 1923 before the subscriber a Notary Public in and for the District aforesaid, personally appeared H.C. Maddux, President of Maddux Marshall & Company, Inc., and did acknowledge the foregoing deed to be the act of said body corporate.

In testimony whereof, I have affixed my official seal this 19th day of December A.D. 1923.

Charles O. Kerr
Notary Public D.C.