

premises 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 Millard F. Lowe his heirs and assigns, in fee simple.

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

Witness their hands and seals.

Test; <sup>872</sup> Roger D. Marsden (Seal)  
C. E. Combest <sup>256</sup> E. Sterling Marsden (Seal)  
Helen E. Walker  
J.E. Troth as to E. Sterling Marsden

(Internal Revenue \$1.50)

State of Florida, County <sup>of</sup> Dade, ss:

I hereby certify that on this 16th day of November 1922, before the subscriber a Notary Public in and for said state and county, personally appeared Roger D. Marsden and did acknowledged the foregoing deed to be his act.

In testimony whereof, I have affixed my official seal this 16th day of November A.D. 1922.

C. E. Combest  
Notary Public  
State of Florida  
at Large

C. E. Combest  
Notary Public  
My commission expires November 11, 1924.

District of Columbia, ss:-

I hereby certify that on this 22nd day of November 1922, before the subscriber a Notary Public in and for said District, personally appeared E. Sterling Marsden and did acknowledge the foregoing deed to be her act.

In testimony whereof I have affixed my official seal this 22nd day of November 1922.

J. Ezra Troth  
Notary Public  
District of  
Columbia

J. Ezra Troth  
Notary Public D.C.

EXAMINED

*Delivered to* At the request of Hiram E. Johnson and Margaret E. Johnson the following deed was recorded December 12th A.D. 1922 at 3:32 o'clock P.M. to wit:-  
*J. Roger Spates* This deed made this 9th day of December 1922, by and between H. Bradley Davidson, and Mary P. Davidson, his wife, of Bethesda, Montgomery County, Maryland, the

parties of the first part, and Hiram E. Johnson and Margaret E. Johnson, his wife,  
both of Washington, District of Columbia, parties of the second part;

Witnesseth; That in consideration of ten dollars, receipt whereof is hereby acknowledged, the said parties of the first part do grant and convey unto the parties of the second part, their heirs and assigns, in fee simple, all those certain pieces and parcels of land situate, lying and being in Montgomery County, State of Maryland, and being further described as follows, to wit:-

Lots numbered sixty two and sixty three of block numbered "G" of Chevy Chase Terrace as shown in plat number two hundred and forty two (242) of plat book number three (3) of the land records of said Montgomery County, Maryland.

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

To have and to hold the said pieces and parcels of land and premises above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, and appurtenances theretobelonging or appertaining unto and to the only proper use, benefit and behoof forever of the said parties of the second part, their heirs and assigns.

And the said parties of the second part, for themselves their heirs and assigns, does hereby covenant and agree to and with the said parties of the first part, their successors and assigns, as a part of the consideration for this deed, as follows:

First: That neither the said parties of the second part, nor their heirs or assigns, shall or will erect or permit upon any portion of the said premises any building except a detached dwelling house for one family only, nor of less cost than six thousand dollars (\$6,000.00) unless plans be approved in writing by the said parties of the first part.

Second: That neither the said parties of the second part, nor their heirs or assigns, shall or will erect or permit more than one such dwelling house on said two lots hereby conveyed.

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

Fourth: That neither the said parties of the second part, nor their heirs or assigns, shall or will permit upon any portion of said premises any building or part of building within twenty (20) feet of the property line, except the steps of said residence and will not erect or permit on said premises any out-houses garage or stable within fifty (50) feet of Chevy Chase Boulevard.

Fifth: For the purpose of sanitation and health, neither the said parties 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 that of the white race.

Sixth; These covenants to run with the land and to be construed as covenants running with the land until the first day of January, nineteen hundred and fifty when they shall terminate.

Seventh; That the said parties of the first part hereby reserve the right to enter along the back line thereof to install and maintain, or license others to install, wires and apparatus above or below the ground for gas, electric light and telephone service for general use.

And the said parties of the first part covenant that they will warrant specially and generally the property hereby conveyed; that they are seized of the land hereby conveyed; that they a right to convey said land; that the said party of the second part shall quietly enjoy said land; that they have done no act to encumber said land, and that they will execute such further assurances as may be requisite.

Witness our hands and seals.

Test: <sup>93</sup> H. Bradley Davidson (Seal)

John H. Davidson <sup>98</sup> Mary P. Davidson (Seal)

(Internal Revenue \$2.00)

District of Columbia ss:

I hereby certify that on this 11th day of December 1922, before the subscriber a Notary Public in and for the District of Columbia, personally appeared H. Bradley Davidson and Mary P. Davidson his wife, and did each acknowledge the foregoing deed as their act.

In testimony whereof, I have hereunto affixed my hand and official seal this 11th day of December 1922.

John H. Davidson  
Notary Public  
District of  
Columbia

John H. Davidson  
Notary Public in and for the District of Columbia  
My commission expires on the 28th day of  
December 1926.

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*Delivered to*  
*Wm F. Peltzman*  
*11-1-1923*

At the request of Benjamin Harrison et al the following deed was recorded  
December 12th A.D. 1922 at 3:43 o'clock P.M. to wit:-

This deed made and entered into this 15th day of November 1922, between Archibald B. Bevan and Mary M. Bevan his wife, parties of the first part, and Benjamin Harrison, Mary Cary Harrison and Virginia Gwynne Harrison, infant children and sole heirs at law of the late Gwynne P. Harrison parties of the second part,

Whereas, Matella C. Harrison died intestate in the year 1898 seized and possessed of the lots of land hereinbelow described, survived by three children, who constituted her sole heirs at law namely; Benjamin Harrison Jr., Cary Bevan, nee Harrison and Gwynne P. Harrison who became seized in fee of said lots of land and,

Whereas, Benjamin Harrison Jr., died intestate in the year 1902 unmarried and without issue, survived by the said Cary Bevan and Gwynne P. Harrison to whom his

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) PBR 324, p. 0177, MSA\_CE63\_282. Date available 10/14/2005. Printed 09/13/2022.