

404

EXAMINED. At the request of George V. Triplett Jr the following deed was recorded January 19th A.D. 1925 at 11:10 o'clock A.M. to wit:-

Del. to J.R. Spate
3-16-25-

This Indenture made this first day of November A.D. 1924, by and between Edgemoor Land Company Inc., a Virginia Corporation, formerly National City Real Estate Corporation (the name having been duly changed by amendment to the charter) party hereto of the first part, and George V. Triplett, Jr., of Montgomery County, Maryland party hereto of the second part:-

Witnesseth that the said party hereto of the first part in consideration of the sum of ten dollars (\$10.00) lawful money of the United States to it paid by the party of the second part, and of the covenants and agreements of the party of the second part as hereinafter set forth, does hereby grant and convey unto the said George V. Triplett Jr., party hereto of the second part his heirs and assigns in fee simple, the following described land and premises situate lying and being in Montgomery County, in the State of Maryland, and distinguished as part of lot numbered one (1) in block numbered six (6) in a subdivision called "Edgewood": as per plat recorded in plat book No. 2 plat 146, one of the land records for said Montgomery County, described as follows:-

Beginning for the same on the south side of Wilson Lane at the distance of 362.18 feet westerly from the corner formed by the intersection of the south side of Wilson Lane and the northwest side of Glenbrook Road; and running thence westerly, binding on the south side of Wilson Lane, 125. feet; thence southerly at right angles to Wilson Lane to intersect the dividing line between said lot 1 and Lots 9 and 10 in block 6 on said plat; thence southeasterly binding on said dividing line and continuing the same course until it strikes the westermost outline of lot 2 block 6, on said plat; thence northerly binding the westermost outline of said lot 2 164.42 feet to the place of beginning.

Together with the improvements, easements and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the said land and premises with the improvements easements and appurtenances thereunto belonging, unto and to the use of the said George V. Triplett Jr., his heirs and assigns, in fee simple.

In consideration of the execution of this deed the party hereto of the second part for him and for his heirs and assigns hereby covenants and agrees with the party hereto of the first part, its successors and assigns as follows:

1. That no place of business shall be erected or maintained on the premises hereby conveyed, the said premises to be occupied and used for residence purposes only, except stables carriage houses, sheds or other outbuildings for use in connection with such residences.

2. That no house costing less than ten thousand dollars (\$10,000) shall be erected on said premises and that no residence shall be built upon any parcel of less than sixty feet front.

3. That no structure of any description shall be erected within twenty feet of the line of Wilson Lane, and that no stable, carriage house shed or outbuilding shall be erected except on the rear of the premises hereby conveyed.

4. That any house erected on the premises above described shall be designed

for the occupancy of a single family, and that no apartment house shall be erected or maintained thereon.

5. That no part of any house or of any structure appurtenant thereto shall be erected or maintained within five feet of the side lines of the premises above described nor within ten feet of the nearest adjacent house.

6. That whereas the death rate of persons of African descent is much greater than the death rate of persons of the white race and affects injuriously the health of the town and village communities and as the permanent location of persons of African descent in such places as owners or tenants, constitutes an irreparable injury to the value and usefulness of real estate, in the interest of public health and to prevent irreparable injury to the grantor or its successors and assigns, and the owners of adjacent real estate the grantee his heirs and assigns hereby covenants and agrees with the grantor, its successors and assigns, that he will not sell convey or rent the premises hereby conveyed, the whole, or any part thereof, or any structure thereon, to any person of African descent.

7. That all the covenants and agreements above expressed shall be held to run with and bind the land hereby conveyed, and all subsequent owners and occupants thereof, until January 1, 1940 except covenant No. 6 which shall be permanent; and the acceptance of this deed shall have the same effect and binding upon the party of the second part, his heirs and assigns as if the same were signed by the said George V. Triplett Jr., party of the second part; Provided however, that any of the said covenants except covenant No. 6 may at any time and in any manner be changed by and with the mutual written consent of Edgemoor Land Company Inc., its successors and assigns, and the owner or owners for the time being of the land hereby conveyed or any part thereof.

And the said party hereto 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.

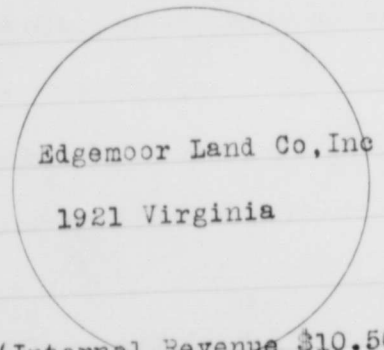
In testimony whereof the said Edgemoor Land Company Inc., hath caused these presents to be signed in its corporate name by Walter R. Tuckerman, its President and its corporate seal to be hereunto affixed as attested by secretary, on the day and year first hereinbefore written.

Attest:

Clarence C. Keiser
Secretary

112 Edgemoor Land Company, Inc.

By: Walter R. Tuckerman
President



(Internal Revenue \$10.50)

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) PBR 368, p. 0058, MSA_CEG3_326. Date available 10/14/2005. Printed 09/13/2022.