

Franklin E. Beall
Notary Public
Damascus
Md.

Franklin E. Beall
Notary Public.

*Examined +
mailed to
George Bailey
2109 1/2 St. N.W.
Washington, D.C.
Oct. 8th, 1906
Per line file*

#####

At the request of George Bailey the following Deed was recorded October 6th A.D. 1906 at 9 o'clock A.M., to wit.

THIS DEED, made this 5th day of October in the year of our Lord one thousand nine hundred and six by and between Harry M. Martin, unmarried, of Montgomery, State of Maryland party of the first part, and George Bailey, of Washington, D.C., party of the second part,

WITNESSETH, That in consideration of ten (\$10) dollars the said party of the first part doth grant and convey unto George Bailey, party of the second part, his heirs and assigns, in fee simple, all the pieces or parcels 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 Isabella Griffith by deed dated the 19th day of September 1906, recorded in the Land Records of Montgomery Co., State of Maryland, in Liber 190 at folio 335 and being described as follows, to wit:

The North 50 feet of Lot one (1) and all of Lots two (2) to ten (10) both inclusive in Block four (4) of H.M. Martin's 4th Addition to Chevy Chase, Maryland, as per plat numbered eighty seven (87) in Book numbered one (1) of the Land Records of Montgomery County, State of Maryland.

Together with the buildings 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 pieces or parcels of ground and 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 George Bailey.

In Consideration of the execution of this Deed the said party of the second part, for himself, his heirs and assigns, hereby covenants and agrees with the said party of the first part, his heirs and assigns (such covenants and agreements to run with the land and to be for the mutual benefit of all portions of the Section of the Subdivision of which the land hereby conveyed forms a part as follows:

1. All houses upon the premises hereby conveyed shall be built and used for residence purposes, except stables, carriage houses or sheds which may be necessary for use in connection with such residences, and no trade, business manufactures, or sales or nuisance of any kind shall be carried on or permitted upon said premises.
2. That no stable, carriage house or shed shall be erected within twenty five feet of the front line of said premises or within fifty feet of any dwelling house. In case of corner lots any line bordering upon any street, avenue or parkway may be considered a front line..

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) JB 189, p. 0383, MSA CEE 148. Date available 10/17/2005. Printed 09/12/2022

3. That no house shall be erected fronting on any lot in the said subdivision at a cost less than seventeen hundred and fifty dollars (\$1750). That no house shall be erected within 30 feet of the front line of any lot in said Subdivision.

4. That no part of any house or of any structure appurtenant thereto shall be erected or maintained within five (5) feet of the side line of the lot on which it is to stand, nor within ten (10 ft.) feet of the nearest adjacent house, except that houses in pairs may be erected on one lot, the outer walls of such double houses to be not less than five (5) feet from such said lines.

5. That the property hereby conveyed, either before or after the improvements are made, cannot be sold, rented, leased or otherwise placed in the possession of a colored man or one of the African Race.

6. That a violation of any of these covenants and agreements may be enjoined and the same enforced at the suit of Harry M. Martin, his heirs and assigns, (assigns including any person deriving title mediately or immediately to any lot, part of a lot of said Section from H.M. Martin.)

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

Witness my hand and seal.

Test.

Harry M. Martin (seal)

E.S. Wescott.

District of Columbia, ss;

I hereby certify that on this 5th day of October 1906, before the subscriber, a Notary Public personally appeared Harry M. Martin, and did acknowledge the foregoing Deed to be his act.

In testimony whereof, I have affixed my official seal, this 5th day of October, A.D. 1906.

Ed. S. Wescott
Notary Public
District of
Columbia.

Edward S. Wescott,
Notary Public.

*Examined
and delivered to
Warrant
Oct. 20-1906.*

#####

At the request of Walter Scott Collins the following Deed was recorded October 6th A.D. 1906 at 10.15 o'clock A.M., to wit.

THIS DEED, made this first day of October in the year nineteen hundred and six, by James W.C. Higgins and Florence Higgins, his wife, and Henry E. Higgins, widower, all of Montgomery County in the State of Maryland,

WITNESSETH, that for and in consideration of the sum of six hundred and twenty five dollars (\$625), the receipt whereof is hereby acknowledged, we the said James W.C. Higgins, Florence Higgins and Henry E. Higgins do grant, bargain and sell and convey unto

Walter Scott
parcel of la
the same bei
the same may
distances fo

BEGINNIN
of the public
the fourth l
James W.C. Hig
County in Lib
and with the
995 feet to s
at the South
place of begi
ing to a sur

And the
property her
may be necess
As with
and six.

Test.
Geo. R. B.

State of Mary
I hereby
before me, th
Montgomery C
Henry E. Hig
ive act.

Examined

At the
2 o'clock P.
THIS DE
dred and six
first part,
WITNESS
the said Fra
Frank T. Esse
or parcel of
of Montgomer