

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 parties of the second part as Tenants by the Entirety, in fee simple;

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

Witness their hands and seals.

Test: George A. Smoot (Seal)  
E. Duvall Harllee Doris E. Smoot (Seal)

as to both (Internal Revenue \$7.15)  
(State Tax \$17.70)

District Of Columbia ss.:

I Hereby Certify that on this 16th day of March 1942, before the subscriber, a Notary Public in and for the District of Columbia personally appeared George A. Smoot and Doris E. Smoot his wife, and did acknowledge the foregoing deed to be Their act.

In Testimony Whereas I have affixed my official seal this 16th day of March, A. D. 1942.

E. Duvall Harllee  
Notary Public, D. C.  
Notary Public  
District of  
Columbia

8/13  
EXAMINED#####

MAILED TO  
SUBURBAN TITLE AND  
INVESTMENT CORPORATION  
925-15TH ST., N.W.  
WASHINGTON D.C.  
5/29/42

At the request of Clair Irvine Coghlin the following Deed was recorded March 19th A. D., 1942 at 1:55 o'clock P. M., to wit:

This Deed, made this 17th day of February, 1942, by and between Kennedy-Chamberlin Development Co. (a corporation duly organized and existing under and by virtue of the laws of the State of Delaware), acting herein pursuant to a Resolution of its Board of Directors, a certified copy of which Resolution is hereunto annexed, party of the first part, and Clair Irvine Coghlin, of Toledo, Ohio, party of the second part:

Witnesseth, That the said party of the first part, in consideration of Ten Dollars and other valuable considerations to it paid by the said party of the second part, receipt whereof before the delivery of this Deed is hereby acknowledged, does grant and convey unto the said party of the second part, her heirs and assigns, in Fee Simple, subject to the covenants, easements and restrictions hereinafter contained, all that certain piece or parcel of land and premises situate in "Kenwood", Montgomery County, Maryland, distinguished as:

All of Lot numbered Ten (10), in Block One (1), of Section One (1), as per plat recorded in Plat Book No. 22, Plat 1369, One of the Land Records of said Montgomery County, Maryland.

Together With the improvements, easements and appurtenances to the same belonging or in anywise appertaining.

To Have And To Hold the same with the improvements, easements, restrictions and appurtenances thereunto belonging unto and to the only proper use, benefit and behoof forever of the said party of the second part, her heirs and assigns, in Fee Simple, subject, however, to the following covenants, restrictions, agreements and easements, which are to run with and bind the land and premises hereby conveyed and all other land in Kenwood with the exceptions as notes in Restriction No. 1 below; the purposes of said







land hereby conveyed, as well as the remaining land in Kenwood, as stated in Restriction No. 1, for a period of Twenty-five years from January 1st, 1928; except covenants numbered Three (3) and Eight (8), which shall be perpetual. The above restrictions do not, however, apply to any land in Kenwood outside of that stated in Restriction No. 1, owned by the Kennedy-Chamberlin Development Co.

The said Kennedy-Chamberlin Development Co. as the present most interested party in maintaining the high class development which, by these covenants, is sought to be imposed upon the land above restricted, hereby reserves to itself and to its successors, as hereinafter set forth, the right to waive or alter such of the above restrictions as it may deem best for the benefit of the whole community in any particular instance; which waiver shall be evidenced by the mutual written consent of the said Kennedy-Chamberlin Development Co. and the then owner or owners of the land upon which said restrictions are to be waived or altered; such written consent to be duly acknowledged and recorded among the Land Records of Montgomery County, Maryland.

In all of the above restrictions where the language is used "its successors or assigns", the words shall be construed to mean any person, persons, firm, organization or corporation duly authorized by the said Kennedy-Chamberlin Development Co. to assume its rights, powers, duties and obligations as above, and who agrees to carry out and perform the same, such assignment or transfer to be made in writing, duly acknowledged, and recorded among the Land Records of Montgomery County, Maryland; Whereupon, the said Kennedy-Chamberlin Development Co. shall be deemed to be released from all duties and obligations which, by this instrument, are imposed.

In Testimony Whereof, the said party hereto of the first part has caused these presents to be signed with its corporate name by Edgar S. Kennedy, its President, attested by J. Howard Hixson, its Secretary, and its corporate seal to be hereunto affixed, and does hereby constitute and appoint the said Edgar S. Kennedy, its President, as attorney in fact, to acknowledge this to be its act and deed.

Attest:		Kennedy-Chamberlin Development Co.
J. Howard Hixson		By: Edgar S. Kennedy
Secy.	(Internal Revenue \$31.90)	President
	(State Tax \$28.90)	

United States Of America District Of Columbia, ss:

I hereby certify that on this 17th day of February, 1942, before the subscriber, a Notary Public in and for the District aforesaid, personally appeared Edgar S. Kennedy, who is well known to me to be the person named as attorney in fact in the foregoing and annexed Deed dated February 17th, 1942, and acknowledged the said Deed to be the act and deed of the corporation grantor herein.

Given under my hand and seal this 17th day of February, 1942.

	T. E. Norris	Notary Public, D. C.
T. E. Norris		My Commission Expires Oct. 16, 1944
Notary Public		
District of		
Columbia		

Special Meeting Of The Board of Directors

At a Special Meeting of the Board of Directors of the Kennedy-Chamberlin Development Co., held on the 17th day of February, 1942, it was

Resolved, That the contract with Clair Irvine Coghlin for the purchase of Lot 10, Block 1, Section 1, Kenwood, Montgomery County, Maryland, be hereby approved, and the President and Secretary be, and they are hereby authorized and directed to execute and deliver a deed of conveyance to said Clair Irvine Coghlin for said parcel according to the



terms and conditions in said contract.

Kennedy-Chamberlin De-  
velopment Co., Incorp-  
orated 1927 Delaware

J. Howard Dixon  
Secy.

I hereby certify that the above is a true copy from the Minute Book  
of the Kennedy-Chamberlin Development Co.

J. Howard Dixon  
Secretary

*BD*  
**EXAMINED**

MAILED TO  
SUBURBAN TITLE AND  
INVESTMENT CORPORATION  
925-15TH ST., N.W.  
WASHINGTON, D.C.  
*5/29/42*

At the request of W. G. Schafhirt and others, Trustees, the following  
Deed of Trust was recorded March 19th A. D., 1942 at 1:55 o'clock P. M.,  
to wit:

*vide Release Liber 2091 folio 19*

Whereas, Mary A. Stewart, widow and now unmarried as shareholder of the  
Perpetual Building Association of the District of Columbia, has received from the Treasurer  
thereof advances of \$2,500.00 applied to her use and benefit and may receive further advances,  
all as and to be shown by the books, papers and accounts of, from, or belonging to said  
Association, and the intent of this deed is to assure full repayment of all said advances  
and charges thereon.

Therefore Mary A. Stewart does grant unto W. G. Schafhirt, John C.  
Scofield And Samuel Scrivener, Jr. as Trustees of said Association, the land and premises  
in Montgomery County described as follows:

Lots numbered Eight (8) and Nine (9), in Block numbered Ten (10), in a  
subdivision known as "Woodside"; as per plat recorded in Liber J. A. No. 15, folio 428  
(re-recorded in Plat Book A, plat 25), of the Land Records for said Montgomery County;  
Excepting, However, those portions of the said Lots conveyed to Truman M. Dodson, Jr. et  
ux, by deed from Howard E. Stewart, et ux, dated December 17, 1933, recorded among said  
Land Records in Liber 564 at folio 285, and therein described as being the rear 50 feet  
fronting on "A" Street by the full width, or 75 feet, of Lot 8 and 25 feet adjacent thereto  
of Lot 9, in said block and subdivision.

In Trust to permit the said grantor to occupy and enjoy said realty till  
default be made in any of the covenants hereof, and upon such default, and by request of the  
Board of Directors of said Association, to sell said realty, or any portion thereof, at  
public auction, in such manner, at such time and place, upon such terms and conditions, and  
upon such public notice as the said Trustees or survivors or survivor may deem best for the  
interests of all concerned and upon full compliance with the terms of sale, to convey to  
the purchaser or purchasers in fee simple and without liability of any purchaser to see  
to the application of purchase money, and from the proceeds of sale to pay the expenses  
thereof, including an auctioneer's allowance and a commission of five per centum to the  
Trustees; the expense, if any, of correcting any irregularity which may appear in the title;  
then the whole amount due to the Treasurer aforesaid, and any net surplus to the said  
grantor or her heirs or assigns.

It Is Hereby Covenanted that the aforesaid advances shall be repaid  
and interest dues thereon duly paid, all as at any time required by or under the Constitution  
of said Association, and the aforesaid realty kept clear of taxes and in tenantable condi-  
tion and conformable to municipal rules and requirements, and the improvements insured to  
the satisfaction of the Treasurer aforesaid, who shall have the right to name the Company  
issuing the Policy of Insurance, and the title and record thereof kept free of litigation