

Maryland, party of the second part:

Witnesseth, That in consideration of Ten (\$10.00) Dollars the parties of the first part do hereby grant unto the party of the second part, in fee simple, all that piece or parcel of land, together with the improvements, rights, privileges, and appurtenances to the same belonging, situate, in the Montgomery Co., State of Maryland, described as follows, to wit: South 101.92 feet in depth by the full width thereof of Lot numbered Seventy-two (72), in Harry M. Martin's second Addition to Chevy Chase; as per plat recorded in Plat Book No. 1, plat 66, one of the Land Records for said Montgomery County.

Subject to a first trust of \$5000.-6%, held by the B. F. Saul Co., extended to March 19, 1931.

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 our hands and seals the day and year hereinbefore written.

In presence of--

Joseph M. Dolan (Seal)

Louise Mulville

Rosemary G. Dolan (seal)

County of Los Angeles, State of Calif.,.....

I, H. S. Cohen, a Notary Public in and for the County & State aforesaid, hereby certify that on this 27th day of August, 1928, Joseph M. Dolan and Rosemary G. Dolan, his wife, of who are personally well known to me as the grantors, in, and the persons who executed the foregoing and annexed deed, dated August 27, A.D. 1928, personally appeared before me in the said County & State and acknowledged the said deed to be their act and deed.

Given under my hand and seal this 27 day of August, 1928.

H. S. Cohen

Notary Public, D.C.

My commission expires Dec. 20, 1931

H. S. Cohen
Notary Public
Los Angeles Co.
Cal.

EXAMINED
MAILED TO
SUBURBAN TITLE AND
INVESTMENT CORPORATION
925-15th ST. N. W.
WASHINGTON, D. C.
11-15-28

At the request of Edward W. Petherbridge and Helen B. Petherbridge the following

Deed was recorded September 5th, A.D.1928 at 11:59 o'clock A.M. to wit:-

This Deed made this first day of September in the year of our Lord one thousand nine hundred and twenty-eight by and between Robert W. Benner and George E. Good, as Joint Tenants, of Montgomery County, Md., parties of the first part, and Edward W. Petherbridge and Helen B. Petherbridge his wife, parties of the second part:

Witnesseth, that in consideration of Ten (10) Dollars lawful money of the United States to them in hand paid before the sealing and delivery of these presents, the said parties of the first part do grant and convey unto Edward W. Petherbridge and Helen B. Petherbridge parties of the second part, as Tenants by the Entirety, their heirs and assigns, in fee simple, all those pieces or parcels of ground situate, lying and being in Montgomery County,

State of Maryland, being part of the same land which the said parties of the first part obtained from Rosa McCeney Childs, et al by deed dated the 7th day of December, 1927, recorded in the Land Records of Montgomery County, Maryland, in Liber 448 at folio 59 and being described as follows, to wit:

Lots numbered Four (4) Five (5) and six (6), in Block lettered "I", in a subdivision known as "Montgomery Hill"; as per plat recorded in Plat Book No. 4, plat 381, one of the Land Records for said Montgomery County.

Together, with the building and improvements thereupon, erected, made, of 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 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 Edward W. Petherbridge and Helen B. Petherbridge, his wife, as Tenants by the Entirety, their heirs and assigns, in fee simple.

And the parties of the second part, for themselves, their heirs and assigns, do hereby covenant and agree to and with the said parties of the first part, their heirs and assigns, as follows:

(a) That neither the parties of the second part, nor their heirs or assigns, shall or will erect or permit upon any portion of said premises, any building except a detached dwelling house for one family only, to cost not less than \$9,000.00, taking into consideration reasonable cost of labor and material and contractor's profits plans in all cases to be approved in writing by the said parties of the first part.

(b) That neither the parties of the second part, nor their heirs or assigns, shall or will erect or permit more than one such dwelling house on each lot as platted.

(c) That neither the 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, merchandise or articles of commerce, and will not carry on, nor permit to be carried on, on any part of said premises any trade or business whatsoever; it being understood by all concerned that all of Block J is reserved for business purposes and any other portion of said subdivision may be so used which may later be zoned for business purposes by the Maryland-National Capital Park and Planning Commission.

(d) That neither the said parties of the second part, nor their heirs or assigns, shall erect or permit to be erected upon any portion of the said premises any residence or part of residence or outbuilding, over the restricting lines as platted, except porches or steps thereof, and will not erect or permit on said premises, any outhouses, garage, or stable within fifteen feet of street.

(e) 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 negro or to any person or persons of a race whose death rate is at a higher per-

centage than that of the Caucasian or White race.

(f) These covenants to run with the land and to be construed as covenants running with the land until the first day of January, 1953 when they shall cease and terminate.

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: Robert W. Benner (Seal)

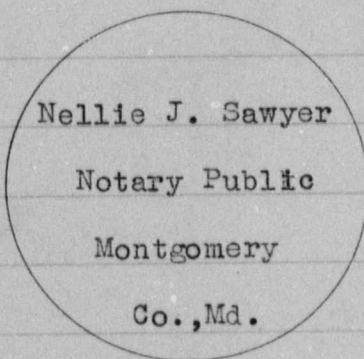
Nellie J. Sawyer George E. Good (Seal)

as to both

State of Maryland, County of Montgomery, ss:

I hereby certify that on this 1st day of Sept. 1928 before the subscriber, a Notary Public in and for said County personally appeared Robert W. Benner and George E. Good, as Joint Tenants and did each acknowledge the foregoing Deed to be their act.

In testimony whereof, I have affixed my official seal this 1st day of Sept. A.D. 1928.



Nellie J. Sawyer
Notary Public, Md.

EXAMINED B/A

Mailed to:-

Charles S. Heim,

Silver Spring, Md.,
11-15-28

At the request of Charles F. Heim and Mary A. S. Heim the following Deed was recorded September 5th, A. D. 1928 at 2:52 o'clock P.M. to wit:-

This Deed made this 4th day of September, 1928, by us, Samuel T. Hickman and Katherine E. Hickman, his wife, temporarily residing in Washington, District of Columbia.

Witnesseth: That in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations, the payment of which is hereby acknowledged, we the said Samuel T. Hickman and Katherine E. Hickman, his wife, do hereby grant and convey in fee simple to Charles F. Heim and Mary A. S. Heim, his wife, as tenants by the entirety, all the following described tracts or parcels of land located in Montgomery County, Maryland.

First: All that tract or parcel of land fully described in a deed from Wilford C. Harr and wife to Samuel T. Hickman, bearing date March 15, 1922, and recorded in Liber P.B.R. No. 312 Folio 457, one of the Land Records for Montgomery County. Said property being known and distinguished as Lots Nos. 16, and 17 in Block No. 65 of B.F. Gilbert's Subdivision of Takoma Park as shown by a plat duly recorded among the Land Records for Montgomery County. And being the same lands described in a deed from Lelia N. Hilleary to Wilford C. Harr, recorded in Liber P.B.R. No. 263 folio 106.

Second: All that tract or parcel of land described in a deed from Elizabeth C. Erner to Samuel T. Hickman, bearing date May 25, 1923, and recorded in Liber P.B.R. No.