

Spates, Trustees parties to a certain Deed, bearing date on the 19th day of January, A.D. 1931, and hereto annexed, personally appeared before me in said District the said Alfred B. Baker and J. Roger Spates, Trustees, being personally well known to me as the persons who executed the said Deed, and acknowledged the same to be their act and deed.

Given under my hand and seal this 19th day of January, A.D.1931.

Helen K. Winfield

Notary Public, D.C.

Helen K. Winfield
Notary Public
District of
Columbia

EXAMINED *HW*#####

MAILED TO
SUBURBAN TITLE AND
INVESTMENT CORPORATION
925-15th ST. N. W.
WASHINGTON, D. C.
8-27-31

At the request of Herman Rosin and Yetta Rosin the following Deed was recorded February 13th, A.D. 1931, at 12:45 o'clock P.M. to wit:-

This Deed Made this 10th day of February, in the year of our Lord one thousand nine hundred and thirty-one, by and between Robert W. Benner and George E. Good, as Joint Tenants, of Montgomery County, Maryland, parties of the first part, and Herman Rosin and Yetta Rosin, his wife, of Montgomery County, Maryland, 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 Herman Rosin and Yetta Rosin, his wife, 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, and being described as follows, to wit:-

Lots numbered Two-A (2-A) and Three (3), in Block lettered "J" as per an amended plat of Block "J", in a subdivision known as "Montgomery Hill"; as per plat recorded in Plat Book No. 4, plat 401, one of the Land Records for said Montgomery County.

And the parties hereto, for them and for their heirs and assigns, do hereby covenant and agree to and with each other their heirs and assigns as follows:-

1. That the parties hereto of the first part will not sell or lease any property in Block "J", Montgomery Hill, to anyone who will engage in a similar business to that conducted on the property hereby conveyed, for a period of five years.

2. That the parties hereto of the second part will not operate a retail bakery or drugstore on the property hereby conveyed, for a period of five years.

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3. That the parties hereto of the second part, shall not use the front sidewalk for depositing boxes, summer furniture or any refuse.

The Above covenants to run with the land and to terminate five years from the date hereof.

And further that in the event the property hereby conveyed at any time in the future, is not used and occupied as at present, then the following covenants shall become effective, the same being the usual residential restrictions which were intended to apply to all of the residential portions of said subdivision.

1. 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 \$9000, 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.

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

3. 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.

4. That neither the parties of the second part, nor their heirs or assigns, shall erect or permit to be erected upon any portion of 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 outhouse, garage or stable within fifteen feet of the street.

5. For the purpose of sanitation and health, neither the said parties of the second part, nor their heirs and assigns, shall or will sell or lease the said land to any negro or to any of a race whose death rate is at a higher percentage than that of the Caucasian or White Race.

6. 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, except Covenant No. 5, which shall be perpetual.

Together with the building 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 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 Herman Rosin and Yetta Rosin, his wife, as Tenants by the Entirety, their heirs and assigns, in fee simple.

And the said parties of the first part covenant that they will warrant specially the property hereby conveyed; subject to deed of Trust of record securing the principal

sum of \$13,500.00. and that they will execute such further assurances of said land as may be requisite.

Witness their hands and seals.

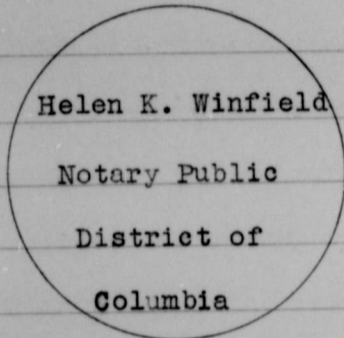
Test: Robert W. Berner (Seal)
Helen K. Winfield George E. Good (Seal)
as to both

District of Columbia, ss:

I hereby certify that on this 10th day of February, 1931, before the subscriber, a Notary Public in and for said District, personally appeared Robert W. Berner and George E. Good, joint Tenants and did each acknowledge the foregoing Deed to be their respective act.

In Testimony whereof, I have affixed my official seal this 10th day of February, A.D. 1931.

Helen K. Winfield
Notary Public, D.C.



^{HW}
EXAMINED #####

mailed to:
Edward Peter
Rockville, Md.
3-27-31.

At the request of John F. Lethbridge the following Deed was recorded February, 13th, A.D. 1931, at 12:50 o'clock P.M. to wit:-

This Deed Made this 30th day of January, in the year nineteen hundred and thirty-one, by and between Arnold Waters, Jr., and Priscilla Waters, his wife, of the County of Baltimore and State of Maryland, Benjamin H. Waters and Lillian Waters, his wife, of the City of Baltimore and State of Maryland, Charles P. Waters and Ella Waters, his wife, of the City of Philadelphia and State of Pennsylvania, and Elsie P. Waters, unmarried, of the County of Montgomery, and State of Maryland, and Ella Gibson and Samuel Gibson, her husband of the City of Washington, and District of Columbia, only heirs-at-law of the late Arnold Waters and Amelia Waters, hereinafter called the parties of the firstpart, and John F. Lethbridge, of the County of Montgomery, and State of Maryland, hereinafter called the party of the second part.

Witnesseth, that for and in consideration of the sum of fifteen hundred and twenty-five dollars (\$1525.00), the receipt of which is hereby acknowledged, the said parties of the first part do grant, bargain, and sell unto the said party of the second part all those tracts, parts of tracts, pieces and parcels of land, situate, lying and being in said Montgomery County, containing twenty-eight acres, two roods and thirty-nine and one-half square perches, more or less, described in a deed of conveyance from William H. Stabler, Attorney, to the late Arnold Waters, dated the first day of August, 1873, recorded among the Land Records of said