

specially the property hereby granted; and conveyed; and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of said Grantors the day and year hereinbefore written

Test: Harry C. Kaufmann (SEAL)

Chas. M. White, Jr. Marion K. Kaufmann (SEAL)

District of Columbia. to wit:-

I hereby certify that on this twenty fourth day of October, in the year one thousand nine hundred and ten before me the subscriber, Charles M. White Jr. a Notary Public, of the District of Columbia in and for the District aforesaid, personally appeared, Harry C. Kaufmann and his wife, Marion K. Kaufmann, and they acknowledged the foregoing Deed to be their act and deed.

Charles M. White Jr.

Charles M. White, Jr.

Notary Public, D.C.

Notary Public

District of Columbia Commission expires Feb. 13th, 1914.

Columbia

EXAMINED

Filed to Mark Stearman 416 Fifth St. N.W. Wash. D.C. Nov. 17 1910

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At the request of John A. Clark the following Deed was recorded October 27th

A. D. 1910 at 9 o'clock A. M. to wit:-

THIS DEED, made this 17th day of October in the year of our Lord one thousand nine hundred and ten, by and between Mark Stearman, (unmarried) of the County of Montgomery, in the State of Maryland, party of the first part, and John A. Clark of the same County and State party of the second part:

WITNESSETH That in consideration of ten Dollars the said party of the first part does grant and convey unto John A. Clark party of the second part his heirs and assigns, in fee simple,, all that piece or parcel of ground, situate, lying and being in the County of MONTGOMERY, in the State of Maryland, being part of the same land which the said Mark Stearman, party of the first part obtained from Benjamin F. Leighton et al. by deed dated August 27, 1909, which said deed is recorded among the Land records of Montgomery County, Maryland, in Liber No. 208, at folio 328, and being described as follows, to wit:- Lot numbered Nine (9) in Block One (1) in the Stearman subdivision in North Takoma, according to the Plat thereof, recorded November 9, 1909, on Plat No. 111, in Plat Book No. 2 of the land RECORDS of said Montgomery County Maryland; said Subdivision lying on the Blair Road, near Silver Spring Station, in said Montgomery County Maryland with all the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the above granted property unto the said John A. Clark, his heirs and assigns forever, and the said party of the first part covenants that he will warrant specially the property hereby conveyed and will execute such further a assurances of title to the land as may be requisite.

It is hereby further agreed between the grantor, Mark Stearman, his heirs and assigns, and the grantee his heirs and assigns, evidenced by the acceptance and entry of

the grantee herein and further, by his signature hereto, as covenants running with the land, in consideration of this grant and of the great benefit to the property hereby conveyed in general and uniform arrangements for mutual benefit and for sanitary purposes and in the interest of public health.

1. That the grantor, Mark Stearman, shall have and retain, to him, his heirs and assigns, the right and privilege, concurrently with such other public and private rights as may exist in that respect, to lay water pipes or water mains, gas mains or gas pipes and sewers and drains and electric light, telegraph and telephone lines, upon through or under any and all streets and alleys indicated in the said subdivision, including the frontage or increased width indicated on the Blair Road and Mississippi Avenue.

2. And the grantee his heirs and assigns, shall not construct any cesspool on the premises hereby conveyed or make such disposition of sewage, impure water or garbage on his premises as may tend to corrupt any well thereon or the well or water supply of any lot or lots adjacent thereto.

3. And further the grantee his heirs or assigns shall connect the premises hereby conveyed or such improvements as may be at any time thereon with such lines of sewers or drains as may be constructed on said streets or alleys immediately adjacent thereto and dispose of all sewage and impure water thereby, as soon as the same may be constructed by the grantor, Mark Stearman, or his assigns or by a municipality or other authority or agency; provided as to this last covenant, that the prices to be charged for the use of said sewers shall be reasonable and moderate and no to exceed those charged in Takoma Park or other similar towns.

4. And the grantee his heirs and assigns, covenant and agree as aforesaid that when a building is erected upon any said lot of lots, it shall not be within twenty-five (25) of the street or road upon which said lot fronts, as shown on the plat of said subdivision and that he shall erect a 2 story house of seven rooms costing not less than \$1500. on the said lot by the first day of March 1911.

5. And whereas the death rate of persons of African decent is much greater than the death rate of the white races and affect injuriously the health of town and village communities, and as the permanent location of person of African decent in such places as owners or tenants, constitutes and irreparable injury to the value and usefulness of real estate, in the interest of the public health and to prevent irreparable injury to the grantor, his heirs and assigns, and the owners of adjacent real estate the grantee his heirs and assigns, hereby covenant and agree with the grantor Mark Stearman, his heirs and assigns, that he will not sell, convey or rent the premises hereby conveyed, the whole or any part of any dwelling or structure thereon, to any person of African decent.

Witness our hands and seals the day and year first above written.

TEST: Mark Stearman (SEAL)
Josie A. Gorman John A. Clark (SEAL)

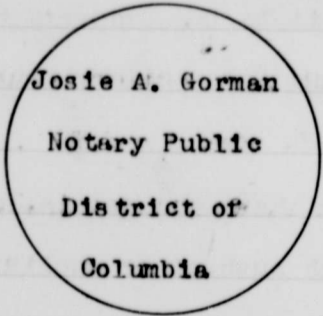
District of Columbia, to wit:-

I hereby certify that on this 17th day of October 1910, before the subscriber a Notary Public in and for the District aforesaid, personally appeared Mark Stearman, and did

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MONTGOMERY COUNTY CIRCUIT COURT (Land Records) JLB 16, p 0163, MSA_C 663, Date Available 10/14/2005, Printed 09/22/2022.

acknowledge the foregoing deed to be his act.



IN TESTIMONY WHEREOF, I have affixed my official seal this 17th day of October, A. D. 1910.

Josie A. Gorman
Notary Public, D. C.

EXAMINED
Mailed
Grantee
1303-1255
Wash. D.C.
Nov. 3, 1910

EXAMINED

Mailed &
Grantee
Deerwood Md
Nov. 4, 1910

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At the request of James Arthur Mullican the following Deed was recorded October 27th A. D. 1910, at 2.40 o'clock P. M. to wit:-

THIS DEED made this 18 day of October, in the year nineteen hundred and ten, by Nannie Raff Matthews Kohlhoss and Harvey Kohlhoss, her husband of Montgomery County, State of Maryland.

WITNESSETH, that for and in consideration of the sum of ten dollars, and other good and valuable considerations, the receipt of which is hereby acknowledged, we, the said Nannie Raff Matthews Kohlhoss, and Harvey Kohlhoss, her husband, do grant, bargain, and sell to James Arthur Mullican, in fee simple, all that lot, piece or parcel of land known and designated as lot number three, in Block numbered two of a subdivision of land called "Deerwood", made by George M. Anderson, Surveyor, August 3rd., 1888, and recorded among the Land Records of Montgomery County, State of Maryland, in Liber J. A. No. 11, folio 394, etc., one of said Land Records. and the same property, which Mary Elizabeth Mullican devised to the said Nannie Raff Matthews Kohlhoss by will recorded in the Orphans Court of Montgomery County, in Will Book H.C.A. No. 4 folio 454.

TOGETHER with all the improvements thereon, rights, ways, privileges, advantages and appurtenances thereunto belonging or in any wise appertaining.

AND we, the said Nannie Raff Matthews Kohlhoss and Harvey Kohlhoss, her husband, covenant to warrant generally the land hereby intended to be conveyed and to execute such further and other assurances necessary the better to convey the same.

Witness our hands and seals the day and year aforesaid.

Test: Nannie Raff Matthews Kohlhoss (SEAL)
E. O. Edmonston. Harvey Kohlhoss (SEAL)

State of Maryland, County of Montgomery, to wit:-

I hereby certify that on this 18 day of October, 1910, before me, the subscriber a Justice of the Peace of the State of Maryland, in and for Montgomery County, personally appeared Nannie Raff Matthews Kohlhoss and Harvey Kohlhoss, her husband, and did each acknowledge the foregoing and annexed deed to be their respective act.

Edward O. Edmonston
Justice of the Peace.