

in Plat Book 7, Plat 573.

To Have and To Hold, the same unto the said F. Irwin Ray his heirs, and assigns, forever, fully released and discharged from the lien in effect of said Deed of Trust.

Witness our hands and seals, this 30th day of November, in the year 1938.

Witness: Alfred B. Baker (Seal)
W. R. Tuckerman George G. Ridgely (Seal)
M. G. Connell, as to GGR Trustees

District of Columbia, to wit:

I, Hereby Certify, that on this 30th day of November in the year 1938, before me, the subscriber, a Notary Public, in and for the District of Columbia, aforesaid, personally appeared Alfred B. Baker, Trustee, and did acknowledge the foregoing Deed of Release, to be his act.

Witness my hand and Notarial Seal.

Ruth H. Tuckerman
Notary Public, D. C.

Ruth H. Tuckerman My Commission expires Aug. 4, 1941
Notary Public
District of
Columbia

District of Columbia,, to wit:

I, Hereby certify, that on this 30th day of November, in the year 1938, before me, the subscriber, a Notary Public, in and for the District of Columbia, aforesaid, personally appeared George G. Ridgely, Trustee, and did acknowledge the foregoing Deed of Release, to be his act.

Witness my hand and Notarial Seal.

Mary G. Connell
Notary Public, D. C.

Mary G. Connell
Notary Public
District of
Columbia

X/B

EXAMINED

mailed to:
A. S. Ray
200 R.D. Ave. N.E.
Wash. D.C.
2-8-39

At the request of Kay Properties Incorporated, the following Declaration was recorded December 16th, A. D., 1938, at 1:11 o'clock P. M., to wit:

This Declaration made this 9th day of December, 1938, by Kay Properties Incorporated, as the present owner of all of the land within the boundaries of the subdivision known as "Saratoga Village" as the same is platted and recorded in Plat Book 15, Folio 990, one of the Land Records of Montgomery County, Maryland.

Witnesseth, that Whereas, for the purposes of: (first) protecting purchasers of lots in said subdivision from depreciation of the value thereof and to assure them of uniformity in the development of the surrounding property and (second) facilitating the sale, by the said Company, or its successors and assigns, of the land in said subdivision by reason of its ability to so assure such purchasers of such uniformity and protection against such depreciation and (third) to make certain that said restrictions shall apply uniformly to all the lots in said subdivision to the mutual advantage of said Company and

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all those who may in the future claim title through the said Company; and

Whereas, the covenants and restrictions hereinafter set forth have been duly adopted after careful consideration by this Company as those to be imposed by this Instrument as aforesaid.

Now, Therefore, Know All Men By These Presents, that the said Kay Properties Incorporated, does hereby establish and impose upon all lots in said subdivision the following protective restrictions and covenants to be observed and enforced by itself as well as by all purchasers, of land in said subdivision to wit:

1. No. part of the land in said subdivision shall ever be used occupied by, sold, demised, transferred, conveyed, unto or in trust for, leased, rented or given to negroes or any person or persons of negro blood or extraction provided, however, that this restriction shall not be held to exclude partial occupancy of the premises by domestic servants of the owners of said property; This restriction to be in full force and effect for a period of 50 years from the date hereof.

2. No line fence or wall of any kind shall be erected, placed or suffered to remain upon said premises, nor shall any hedge exceeding three feet in height be planted or suffered to remain upon said premises unless and until the written consent of the Kay Properties, Incorporated be first had and obtained therefor. This restriction to be in full force and effect for a period of 10 years from the date hereof.

3. That any lot or lots shall be used exclusively for private dwelling purposes and no outbuilding except a private garage for the exclusive use of the owners shall be erected or placed upon said premises, nor shall such garage be erected or placed upon said premises unless and until the size, type, materials of construction, the color scheme therefor and the location thereof upon the lot shall have been approved by the said Kay Properties Incorporated, This restriction to remain in full force and effect for a period of 10 years from the date hereof.

In Testimony Whereof, on the day and year first hereinbefore written, the said Kay Properties Incorporated, has caused these presents, to be signed in its corporate name by Abraham S. Kay, its President, attested by Solomon Grossberg, its Secretary and its corporate seal to be hereunto affixed, and does hereby constitute and appoint Abraham S. Kay its true and lawful Attorney in fact for it, and in its name to acknowledge and deliver these presents, as its act and deed.

Attest : Kay Properties, Incorporated  
Solomon Grossberg Kay Properties Incorporated, 1938, Maryland Secretary By Abraham S. Kay President

This is to certify, that the foregoing and annexed Declaration was duly executed and delivered pursuant to, and in strict conformity with, the provisions of a Resolution of Stockholders of Kay Properties, Incorporated, passed at a regularly called meeting of said Stockholders, and of a Resolution of the Board of Directors, of said corporation, passes at a regularly called meeting of said Board of Directors, and that quorums were present at said meetings.

Abraham S. Kay  
President  
Kay Properties Incorporated 1938  
Maryland

District of Columbia, SS:

I. Robert S. Bains, a Notary Public, in and for the District of Columbia, do hereby certify, that Abraham S. Kay, who is personally well known to me,

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to be the person named as Attorney in fact in the foregoing and annexed Declaration bearing date on the 9th day of December, 1938, to acknowledge the same, personally appeared before me, in said District and as Attorney in fact as aforesaid, and by virtue of the authority vested in him by said Declaration, acknowledged, the same to be the act and deed of Kay Properties Incorporated, the grantor therein, and delivered the same as such.

Given under my hand and seal, this 15th day of December, 1938.

Robert S. Bains,

Robert S. Bains  
Notary Public  
District of  
Columbia

3/13  
EXAMINED #####

mailed to:-  
Equitable Life Ins. Co.  
816-14th St.  
Wash. D.C.  
2-8-39

At the request of Henry P. Blair, and Allen C. Clark, Trustees, the following Deed of Trust, was recorded December 18th, A. D., 1938, at 1:11 o'clock P. M., to wit:

This Deed of Trust, Made this 15th day of December, in the year nineteen hundred and thirty eight, by and between Harry M. Hull and his wife, Catherine C. Hull, as Tenants by the Entirety, parties hereto of the first part; and Henry P. Blair, and Allen C. Clark, Trustees, parties hereto of the second part.

Whereas, the said Harry M. Hull, and Catherine C. Hull, parties of the first part, is/are justly indebted unto the Equitable Life Insurance Company, a body corporate under the laws of the District of Columbia, for money loaned and advanced, in the full sum of Eight Thousand And No/100 (\$8,000.00) Dollars for the payment of which the said parties of the first part has/have made and delivered their one certain joint and several promissory note, bearing even date with these presents, and numbered one of one being in the sum of Eight Thousand And No/100 (\$8,000.00) Dollars payable to the order of the said Equitable Life Insurance Company, with interest at the rate of 5 per centum per annum; said principal and interest payable in monthly installments of Fifty Two and 80/100 (\$52.80) Dollars (with the privilege of making larger payments to the extent of twenty five per centum of the unpaid principal in any one year after date) on the 1st day of each and every month after date, until paid; each installment when so paid to be applied, first, to the payment of the interest on the amount of principal remaining unpaid, and the balance thereof credited to the principal

Video Release Libar 933 Folio 84

Said note identified by Notary Public, taking acknowledgement of these presents, as is evidenced by his signature on the same.

Principal and interest payable at the principal office of said Company in the City of Washington, District of Columbia, or at such other place or places as it may hereafter designate.

And, Whereas, the party or parties hereto of the first part desire(s) to secure the full and punctual payment of said debt and interest thereon, as well as any and all renewals or extensions of said note or notes or any part thereof, with interest on such renewals or extensions, at such rate of interest, as may be agreed upon, and any notes given for interest covering any extension, with interest thereon from maturity of the same, which renewals or extensions, of the debt or any part thereof, hereby secured, or any change in its terms, or rate of interest payable on same, shall not impair in any manner the validity of, or priority of this trust; and also to secure the reimbursement to the holder or holders of said note, or notes and to the parties hereto of the second part, the survivor, successors, or substituted trustee and any purchaser or purchasers, grantee or grantees under any sale or sale, under the provisions of this trust, for all money which may be advanced as herein provided for, and for any and all costs and expenses (including reasonable counsel fees) in-

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