

only proper use, benefit and behoof forever of the said C.F.R.Ogilby, Jr., his heirs and assigns, subject however to all and singular the certain covenants and agreements running with the land as set forth and contained in the certain aforementioned deed from the said The Chevy Chase Land Company to said Adolph A.Hoehling, Jr.

AND the said parties of the first part covenant that they will warrant specially and generally the property hereby conveyed; that they are seized of the land hereby conveyed; that they have a right to convey said land; that the said party of the second part shall quietly enjoy said land; that they have done no act to encumber said land; and that they will execute such further assurances of said land as may be requisite.

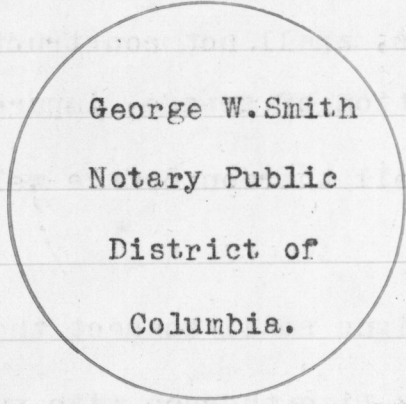
Witness our hands and seals.

Test. *✓ 84* Adolph A.Hoehling, Jr. (seal)
George W.Smith *✓ 11* Louise C.Hoehling (seal)

District of Columbia, ss:

I hereby certify that on this 8th day of March 1910, before the subscriber, a personally appeared Adolph A.Hoehling, Jr. and Louise C.Hoehling, his wife, and did each acknowledge the foregoing deed to be their act.

In Testimony Whereof, I have affixed my official seal this 8th day of March A.D.1910.



George W.Smith
Notary Public, D.C.

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Examined
Mailed to
Easley & Hill
Warms Bldg.
Wash. D.C.
Mar 12, 1910
Per line
At the request of Virginia E.Browne the following Deed was recorded March 9th A.D.1910 at 9 o'clock A.M., to wit.

THIS DEED, made this twenty sixth day of November in the year of our Lord one thousand nine hundred and nine by and between R.Holt Easley and Louisa E.Easley, his wife, of the County of Halifax, in the State of Virginia, parties of the first part, and Virginia E.Browne, party of the second part:

WITNESSETH, that in consideration of ten dollars, the said parties of the first part do hereby grant and convey unto Virginia E.Browne, party of the second part, her 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 a part of the same land which the said R.Holt Easley of the first part, obtained from Nathaniel C.Thayer, Eleanor C.Thayer, Nathaniel C.Thayer, Jr., and Florence W.Thayer, by deed dated May 18, 1905, recorded among the Land Records of said Montgomery County, Maryland, in Liber No.182, folio 257, and being described as follows, to wit:-

Lot numbered fourteen (14) in Section or Block "T" in R.Holt Easley's Silver Spring Park, according to the plat thereof recorded in Plat Book No.1, Plat No.68, of the Land Records of said Montgomery County, Maryland; said subdivision lying on the Brookville and Washington Turnpike, near Silver Spring Station, in said Montgomery County, Maryland, together with all the rights and appurtenances thereto belonging or appertaining.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) JLB 212, p. 0105, MSA-CE63_170, Date available 10/17/2014, Printed 09/12/2022.

To Have and To Hold the above granted property unto the said Virginia E. Browne, her heirs and assigns forever, that they will warrant specially the property hereby conveyed and will execute such further assurance of title to the land as may be requisite.

It is hereby further agreed between the grantor, R. Holt Easley, his heirs and assigns, and the grantee, her heirs and assigns, evidenced by the acceptance and entry of the grantee hereunder and, further, by her signature hereto, as covenants running with the land, in consideration of this grant and of the great benefit to the property hereby conveyed in having general and uniform arrangements for mutual benefit and for sanitary purposes and in the interest of public health.

1. That the grantor, R. Holt Easley, shall have and retain, to him, his heirs and assigns, the right and privilege, concurrently with such other public and private rights as may also 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 Brookville and Washington Turnpike.

2. And that the grantee, her 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, her 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, R. Holt Easley, 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 not to exceed those charged in Takoma Park or other similar towns.

4. And the grantee, her heirs and assigns, covenant and agree as aforesaid that when a building is erected upon any said lot, it shall not be within twenty five (25) feet of the street or road upon which said lot fronts, as shown on the plat of said subdivision.

5. And, whereas the death rate of persons of African descent is much greater than the death rate of the white races and affects injuriously the health of town or village communities, and as the permanent location of persons of African descent in such places as owners or tenants, constitutes an 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 grantor, her heirs and assigns, hereby covenant and agree with the grantor, R. Holt Easley, his heirs and assigns, that she 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 descent.

6. And the grantee, her heirs and assigns, covenant and agree, as a condition running with the land, that no building erected on said lot shall cost less than twenty five hundred (\$2500) dollars, except stables to be used in connection with such building.

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

Test. *✓/30* R.Holt Easley (seal)
Lillie V.McCullum *✓/12* Louisa E.Easley (seal)
Virginia E.Browne (seal)

United States of America, District of Columbia, to wit:-

I, Lillie V.McCullum a Notary Public in and for the District of Columbia, do hereby certify that on this 30th day of November, A.D.1909, R.Holt Easley and Louisa E.Easley, his wife, parties to a certain deed bearing date on the 26th day of November A.D.1909 and hereto annexed, personally appeared before me in said District, the said R.Holt Easley and Louisa E.Easley 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 30th day of November A.D.1909.

Lillie V.McCullum
Notary Public
District of
Columbia.

Lillie V.McCullum (seal)
Notary Public, D.C.

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Examined At the request of *✓/33* Vashti R.Bartlett and *✓/32* Harry G.Bartlett the following Deed was recorded March 9th A.D.1910 at 10.31 o'clock A.M., to wit.

W.B. Bartlett THIS DEED, Made this 9th day of March in the year nineteen hundred and ten by George W.B. Bartlett and Amanda S.Bartlett, his wife, of Montgomery County, in the State of Maryland,

Wit. WITNESSETH, That for and in consideration of the sum of ten (10) dollars and divers other good and valuable considerations, us thereunto moving, we the said George W.B.Bartlett and Amanda S.Bartlett, his wife, do grant, in fee imple, unto Vashti R.Bartlett, of said County and State and Harry G.Bartlett of the United States Navy, all that lot, piece or parcel of land, situate lying and being in the Town of Gaithersburg, in said Montgomery County and being a part of a tract of land called "Valentine's Garden", or by whatever name or names the same may be known or called, and contained within the metes and bounds, courses and distances following, to wit:-

BEGINNING at a stone planted on the West side of the main road from Rockville to Frederick City, and running thence South fifty eight degrees West, nine and seven tenths perches to a bounded black oak tree, North fifty five and a quarter degrees West, six and one tenth perches to a stone; North twenty degrees East, twelve and seven tenths perches to a stone on the West side of the said road; thence, with said road, South forty one degrees East, thirteen and six-tenths perches to the beginning, containing two thirds of an acre of land, more or less; and being the same land formerly occupied by the Methodist Episcopal Church in said town of Gaithersburg, and being the same land which was conveyed to the said George W.B.Bartlett by Helen R.Smith, Joseph W.Smith and Thomas I.Fulks, Administrators C.T.A. of Philemon M.Smith deceased, by deed dated the fourteenth day of December in the year nineteen hundred and nine

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