

part shall deem necessary or requisite to convey a clear and perfect title to the said property hereby conveyed.

Witness our hands and seals this 27th day of May A.D.1909.

Test as to both, J.F.Fisher (seal) C.H.Robertson Dovie C.Fisher (seal)

State of Maryland, Montgomery County, ss:

I hereby certify that on this 27th day of May A.D.1909 before the subscriber, a Justice of the Peace of the said State in and for said County personall appeared John P.Fisher and Dovie Catharine Fisher, his wife, and did each acknowledge the foregoing deed to be their act

In Testimony whereof, I have hereunto set my hand this 27th day of May A.D.1909.

Clifford H.Robertson, J.P.

At the request of Mary V.Carlisle the following Deed was recorded May 27th A.D.1909 at

9 o'clock A.M., to wit.

THIS DEED, Made this seventeenth day of February 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 Mary V.Carlisle 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 Mary V.Carlisle 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 No.182, folio 257, and being described as follows, to wit:-

Lot numbered (13) twelve in Section or Block U (you) according to resubdivision of lot eleven (11), Block U (you) according to plat thereof recorded in Plat Book #1, on Plat #99 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 of the rights and appurtenances thereto belonging or appertaining.

To Have and To Hold the above granted property unto the said Mary V.Carlisle, her heirs and assigns forever, that they will warrant specially the property hereby conveyed and will execute such further assurances 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

Examined Mailed to Easley Hill 1401 G St. Wash DC June 2 1909

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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 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 here by 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 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 grantee 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 fifteen hundred (\$1500.00) dollars, except stables to be used in connection with such buildings.

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

Test. ✓ 179 R.Holt Easley (seal)  
✓ 175 Louisa E.Easley (seal)  
Lillie V. McCullum

*Examined*  
*Mailed to*  
*Easley & Kell*  
*1307 G St.*  
*Wash. D.C.*  
*Jan 27/1907*  
*Per line*

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 R. Holt Easley and Louisa E. Easley, his wife, parties to a certain Deed bearing date on the 17th day of February 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 22nd day of March 1909.

Lillie V. McCullum  
Notary Public  
District of  
Columbia.

Lillie V. McCullum (seal)

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*Examined  
mailed to  
Easley & Hill  
1307 G St.  
Wash. D.C.  
June 27/1909  
Per line*

At the request of Harry R. Samuelson the following Deed was recorded May 27th A.D. 1909 at 9 o'clock A.M., to wit.

THIS DEED, Made this twelfth day of May 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 Harry R. Samuelson, 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 Harry R. Samuelson, 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 a part of the same land which the said R. Holt Easley of the first part obtained from Julia M. Thayer et al. by deed dated July 21, 1902, and from N.C. Thayer, et al. by deed dated June 27, 1903, which said deeds are respectively recorded among the Land Records of said Montgomery County, Maryland, in Liber T.D. No. 22, at folios 468 et seq., and Liber T.D. No. 27, at folios 7 et seq., and being described as follows, to wit:-

Lot numbered two (2) in Section or Block "G" in R. Holt Easley's Silver Spring Subdivision according to the plat thereof recorded January 23, 1904, on Plat No. 54 in Plat Book No. 1 of the Land Records of said Montgomery County, Maryland; said subdivision lying on the Brookeville and Washington Turnpike and the Sligo Road, near Silver Spring Station, in said Montgomery County, Maryland, together with all of the rights and appurtenances thereto belonging or appertaining.

To Have and To Hold the above granted property unto the said Harry R. Samuelson, his heirs and assigns, forever, that they will warrant specially the property hereby conveyed and will execute such further assurances 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, his heirs and assigns, evidenced by the acceptance and entry of the grantee hereunder, 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 having general and uniform arrangements for mutual benefit and for sanitary purposes and in the interest of public health.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) B. B. 26, p. 335, MSB\_C153\_154. Deed available 10/14/2015. Printed 09/09/2012.