

H351801

#13
EXAMINED.

del. to
W. L. Funderburk
7/31/1930

At the request of Alfred Cheetham and Q. Tomlin Cheetham the following Deed was recorded August 7th, A.D. 1930, at 8:59 o'clock A.M. to wit:-

This Deed Made this 30th day of July, in the year nineteen hundred and Thirty by the North Washington Realty Company, Incorporated, a corporation duly incorporated under the laws of the State of Delaware.

Witnesseth, that for and in consideration of the sum of Ten dollars and the assumption of and promise to pay by the grantees hereinafter named an encumbrance given by the said North Washington Realty Company, Incorporated, to secure Weaver Bros, Inc., Clarence Dodge, and Martin R. West, Trustees, in the sum of Seven Thousand five hundred and 00/100 dollars, with interest from date at the rate of six per centum per annum dated April 12th, 1930, and duly recorded among the Land Records of Montgomery County, in Liber No.....at folio prior hereto, and divers other good and valuable considerations then thereunto moving, the said North Washington Realty Company, Inc., does grant and convey unto Alfred Cheetham and Q. Tomlin Cheetham, his wife, all that lot, piece or parcel of land, situate, lying and being in Montgomery County, in the State of Maryland, which is known as and being Lot numbered Two (2) in Block lettered "H", in a subdivision of land in said County known as and called "Sligo Park Hills, Section One", as laid down and described upon a Plat of said subdivision which is duly recorded among the Land Records of said County in Plat Book No. 4, Plat Book No. 377, to which plat reference is hereby made for a more full and particular description of the land and premises hereby conveyed.

In Consideration of the execution of this deed, the grantees for themselves, their heirs or assigns, covenant and agree (such covenants and conditions to run with the land)

1. The building lines of this Subdivision as shown on the plat recorded in the Land Records of Montgomery County, are binding upon the lot herein conveyed.

2. For purposes of sanitation and health, this property cannot be sold, transferred, or rented to a member of a race whose death rate is greater than that of the white race, or to a member of the Negro Race.

3. That neither the grantees, nor their heirs or assigns, shall or will erect or permit to be erected more than one single family dwelling and the necessary garage therefor, on any lot in said subdivision.

4. The North Washington Realty Company specifically reserves the right to approve or disapprove the exterior design of the dwelling and garage as well as the locations therefor, to be built on any lot in this subdivision and the grantees and/or their heirs or assigns, specifically agree that they will not start construction or the foundation of a dwelling or garage on the lots conveyed herein without the written approval of the North Washington Realty Company if the exterior design of such improvements and the locations therefor on the lot conveyed herein. This covenant is to be in force until January 1, 1948, provided only that the North Washington Realty Company is still transacting a general real estate business in the general Silver Spring Area.

5. That said dwelling shall contain not less than 18,000 cubic feet and to cost not less than \$5,400 to construct, except in so far as the provisions of this restriction may be waived in writing by the President or Treasurer of the North Washington Realty Company.

6. That neither the Grantees, 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 pre-

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) PBR 510, p. 0039, MSA_CE63_468. Date available 10/14/2005. Printed 09/13/2022.

mises hereby conveyed, any goods, wares or merchandise of any kind, and will not carry on, nor permit to be carried on on any part of said premises any trade or business whatsoever.

7. That a violation of the aforesaid covenants or agreements may be enjoined and the same enforced at the suit of the Grantor, its successors or assigns, (assigns including any person or persons deriving title mediately or immediately from said grantor) to any lot or square, or part of any lot or square in the subdivision of which this lot forms a part.

Together with all and singular the buildings and improvements thereon and all the rights, roads, ways, waters, privileges, advantages and appurtenances to the same belonging or in anywise thereunto appertaining.

And the said North Washington Realty Company, Incorporated, covenants to warrant specially the land and premises hereby conveyed, and to execute any and all such further or other assurances as may be requisite or necessary the better to convey the same as aforesaid.

Witness the signature of the North Washington Realty Company, Incorporated, by E. Brooke Lee, its President, its corporate seal hereto attached and the same attested by its Secretary.

Attest:

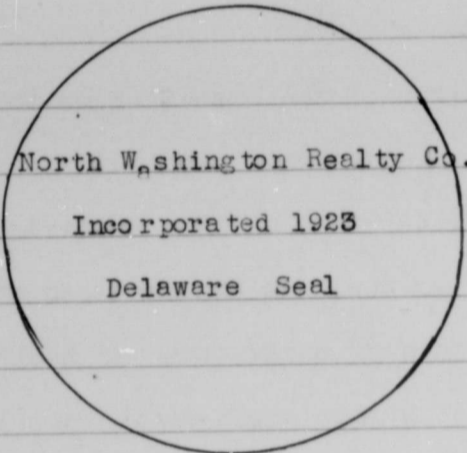
North Washington Realty Company, Inc.

Bern Berard

By E. Brooke Lee

Secretary

President



State of Maryland,

County of Montgomery, to wit:-

I hereby certify that on this 30th day of July, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Montgomery County, personally appeared E. Brooke Lee, President of the North Washington Realty Company, Incorporated, and acknowledged the foregoing and annexed deed to be the act and deed of the said North Washington Realty Company, Incorporated.

Given under my hand and Notarial Seal this 30th day of July,

A.D. 1930.

Walter L. Funderburk

Notary Public

