

EXAMINED

MAILED TO
MARYLAND LAND
TITLE COMPANY
1413 EYE STREET, N. W.
WASHINGTON, D. C.

11-2-32

At the request of Myra H. Reichgut the following Deed was recorded

September 2nd A. D. 1932, at 9:18 o'clock A. M., to wit:-

This Deed, Made this 29th day of August, in the year nineteen hundred and thirty-two by the North Washington Realty Company, 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 divers other good and valuable considerations, them thereunto moving, and the assumption of and promise to pay by the grantees hereinafter named, an encumbrance given by the North Washington Realty Company to secure the Acacia Mutual Life Insurance Company, William Montgomery and C. B. Hurd, Trustees, the sum of Sixty-five Hundred (\$6,500) Dollars, payable three (3) years after date with interest at 6% per annum, dated August 18, 1932; the said North Washington Realty Company does grant, release and convey unto Myra H. Reichgut all that certain lot, piece or parcel of land situate, lying and being in Montgomery County, in the State of Maryland, known as and being Lot No. 22 in Block lettered "H" located in a subdivision of land in said county as and called Sligo Park Hills, Section Two, 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. 5, plat no. 430, 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 grantee for her heirs or assigns, covenants and agrees (such covenants and conditions to run with the land):

1. That the building lines of this subdivision as shown on the plat recorded in the Land Records of Montgomery County are binding upon the lots herein conveyed.
2. That for purposes of sanitation and health, this property can not be sold, transferred, or ented 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 grantee, his 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. That 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 of the exterior design of such improvements and the location 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, its successors or assigns, 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 grantee, his heirs or assigns, shall or will manufacture, or sell, or cause or permit to be manufactured or sold on any portion of the premises hereby conveyed, any good, 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 agreement 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 these lots form 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 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 by E. Brooke Lee, its President, its corporate seal hereto attached and the same attested by its Secretary.

Attest:

North Washington Realty Company

Bern Berard

By E. Brooke Lee

Secretary,

President.

North Washington Realty

Co. Seal Incorporated

Delaware 1923

(Internal Revenue \$4.00)

State of Maryland,

County of Montgomery, to wit:

I Hereby certify that on this 29th day of August in the year 1932, 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 and acknowledged the foregoing and annexed deed to be the act and deed of said North Washington Realty Company.

Given under my hand and notarial seal this 29th day of August, A. D. 1932.

Walter L. Funderburk

Notary Public.

Walter L. Funderburk

Notary Public

Montgomery

County, Md.