

EXAMINED

Mailed to  
National Capital  
Realty Co.  
Woodward Building  
Washington D.C.  
June 6, 1916.

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At the request of the National Capital Realty Co. the following Deed was recorded April 18th A. D. 1916 at 9:00 o'clock A. M.

This Deed made this 8th day of April in the year one thousand nine hundred and sixteen, by and between the West Chevy Chase Land Company, a corporation duly organized under and by virtue of the laws of the State of West Virginia, and the National Capital Realty Company a corporation of Washington D. C. party of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of Ten Dollars, paid by the party of the second part, and of the covenants and agreements of the said party of the second part, as hereinafter set forth, does hereby grant and convey unto the said party of the second part, in fee simple, the following described real estate, land and premises, with the improvements, easements and appurtenances thereunto belonging, situate in the County of Montgomery, State of Maryland, and more definitely described as follows:

First - Being Lots Nos. 4 - 5 and 6 in Block No. five which lots front on Wisconsin Avenue,

Second - Being Lots Nos. 1 - 2 and 3 in Block No. Nine which lots front on Wisconsin Avenue,

Third - Being Lots Nos. 19 and 20 in Block No. ten which lots front on West Virginia Avenue, and extends back a distance of one hundred thirty (130) feet.

Said property being situate in what is known as West Chevy Chase Heights Subdivision, near the City of Washington, in said County and State, being a part of the premises conveyed to the West Chevy Chase Land Company by J. Francis Hardy, Jr., by deed dated April 15, 1910, which deed is of record in Liber No. 212, folio 493, one of the Land Record Books of Montgomery County, State of Maryland.

To have and to hold the said real estate, land and premises, with the improvements, easements and appurtenances, unto and to the use of the said National Capital Realty Company

In consideration of the execution of this deed, the said party of the second part, for ..... successors, heirs and assigns, covenants, and agrees with the party of the first part, its successors and assigns (such covenants and agreements to run with the land) as follows:

1. That said property, or any part thereof, shall not be used for manufacturing purposes, for carrying on trade or business; and no nuisance of any kind, shall be carried on or permitted upon said premises.

2. That no structure of any description, shall be erected within Ten (10) feet of the front line of said premises; and that no carriage house, shed, stable or outbuildings shall be erected, except in the rear of said premises. All lines of corner lots bordering upon streets, avenues or parkways, shall be considered front lines

3. No house shall be erected on said premises at a cost of less than Twenty five hundred Dollars.

4. That no part of any house or structure shall be erected or maintained within five (5) feet of the side lines of the premises hereby conveyed, nor within ten (10) feet of the nearest adjacent house, on a separate lot.

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5. That said purchaser, or his, her, or their principal or principals is, or are not of negro blood, and that they will not demise, let or sell all or any part of said premises herein conveyed to any person of negro blood.

6. That any violation of any of the aforesaid covenants and agreements may be enjoined, and that the same may be enforced at the suit of the West Chevy Chase Land Company, its successors or assigns, or any person deriving title mediately or immediately, from said Company, to any lot or part of the premises generally referred to as West Chevy Chase Heights Subdivision.

The said party of the first part covenants to warrant, generally, the title to the property hereby conveyed.

In testimony whereof, on the day and year first hereinbefore written, the said West Chevy Chase Land Company has caused these presents to be signed with its corporate name, by S. C. Denham, its President, attested by V. L. Highlund, its Secretary, and its Corporate seal to be hereunto affixed.

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Signed, sealed, acknowledged by S. C. Denham, Its President. and delivered in the presence of West Chevy Chase Land Co. Clarksburg, W. Va. Attest: V. L. Highlund, Secretary. of the undersigned. Test: Louis E. Dorsey, Witness. Incorporated April 8, 1910.

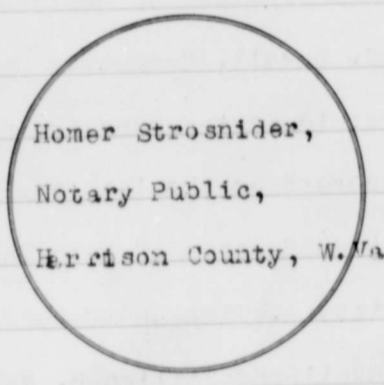
State of West Virginia, County of Harrison, to-wit:-

I, Homer Strosnider, a Notary Public in and for the said County of Harrison, State of West Virginia, do certify that S. C. Denham, who is well and personally known to me to be the President of the West Chevy Chase Land Company, duly authorized to make this acknowledgement, personally appeared before me in my said County on this day, then and there acknowledged the foregoing deed, dated the 8th day of April 1916, to be the act and deed of the West Chevy Chase Land Company.

Given under my hand and Notarial seal, this 12th day of April, 1916.

Homer Strosnider, Notary Public.

My Commission expires on the 24 day of June 1919.



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MONTGOMERY COUNTY CIRCUIT COURT (Land Records) PBR 254, p.0465, MSA\_CEB\_2\_2. Date available 10/14/2022. Printed 09/12/2022.