

To Have and to Hold the said piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said Michael P. Junghans and Delia M. Junghans, his wife.

None of the property herein conveyed shall ever be sold, willed, or assigned to, or in any way occupied by, a person or persons, or association or corporation of persons, of African birth or descent.

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

Witness my hand and seal.

Test: Wm. E. Bowman

Frank Junghans

(Seal)

(Internal Revenue \$.50)

State of Md., Montgomery County, SS.:

I Hereby Certify that on this 1 day of May, 1936, before the subscriber, a Notary Public personally appeared Frank Junghans, unmarried, and did each acknowledge the foregoing Deed to be his act.

In Testimony Whereof, I have affixed my official seal this 1 day of May, A. D., 1936.

Wm. E. Bowman

William E. Bowman

Notary Public

Montgomery

County, Md.

8/5
EXAMINED

mailed to:-

Thos. J. Fisher & Co.

138-15th St.
Wash. D.C.

7-14-36

At the request of Esther Gilkey Thompson, the following Deed was recorded May 9th, A. D., 1936, at 11:02 o'clock, A. M., to wit:-
This Deed, Made this seventh day of May, in the year one thousand nine hundred and thirty-six, by and between The Chevy Chase Land Company of Montgomery County, Maryland, (a corporation duly organized under and by virtue of the laws of the State of Maryland) party of the first part, and Esther Gilkey Thompson, of the District of Columbia, party of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of Ten (10) Dollars, to it paid by the said party of the second part, and of the covenants and agreements of the said party of the second part as herein-after set forth, does hereby grant and convey unto the said party of the second part, in fee simple, the following described land and premises, with the improvements, easements and appurtenances thereunto belonging, situate in the County of Montgomery, State of Maryland, namely:-

Lot numbered Thirty-five (35) in the resubdivision of Lots numbered Ten (10) to Fourteen (14) inclusive, in Block numbered Five (5) in the subdivision known as "Section Five-'A', Chevy Chase," as per plat of said resubdivision recorded in Plat Book No. 7, page 571, of the Land Records of Montgomery County, Maryland.

Subject to building restriction line as shown on said plat.

Subject to an easement for ingress and egress for the benefit of Lot 36 in said resubdivision over the following described part of said Lot 35; Beginning for the same on Leland Street at the dividing line between said Lots 35 and 36, and running thence Southerly along said dividing line, 61.32 feet; thence Westerly and parallel with said Leland Street, 12.86 feet; thence Northerly and at right angles to said Leland Street, 17.92 feet; thence Easterly and parallel with said Leland Street, 7.86 feet; thence Northerly and at right angles to said Leland Street, 43.40 feet more or less, to Leland Street; thence Easterly along the line of said street, 5 feet to the place of beginning.

Together with the right of way for ingress and egress for the benefit of said Lot 35 over the following described part of Lot 36, in the said resubdivision in Block 5, "Section Five-'A', Chevy Chase"; Beginning for the same on Leland Street at the dividing line between said Lots 35 and 36, and running thence Southerly along said dividing line, 61.32 feet; thence Easterly and parallel with said Leland Street, 12.86 feet; thence Northerly and at right angles to said Leland Street, 17.92 feet; thence Westerly and parallel with said Leland Street 7.86 feet; thence Northerly and at right angles to said Leland Street, 43.40 feet more or less to Leland Street; thence Westerly along the line of said street 5 feet to the place of beginning.

To Have and to Hold the said land and premises, with the improvements easements and appurtenances, unto and to the use of the said party of the second part, in fee simple.

In Consideration of the execution of this Deed, the said party of the second part, for her self, her heirs and assigns, hereby covenants and agrees to and with the said party of the first part, its successors and assigns, as follows, viz:

1. That no structure of any description shall be erected within twenty-five (25) feet of the front line of said premises.
2. That no part of the land hereby conveyed shall ever be used, occupied by, sold, demised, transferred, conveyed unto, or in trust for, leased, or rented or given to any negro or negroes or any person or persons of negro blood, or extraction, except that this paragraph shall not be held to exclude partial occupancy of the premises by domestic servants of the grantee, her heirs and assigns.
3. That said land hereby conveyed shall be used exclusively for private dwelling house purposes and that no apartment house, flat, dwelling or building designed for the residence of more than one family shall be erected, maintained or suffered to remain on the land hereby conveyed,
4. That the land hereby conveyed and any building erected thereon, or which may be erected thereon, shall not be used, or permitted to be used for any trade business, manufacturing or mercantile purpose, or nuisance of any kind.
5. That no building shall be erected on said lot which shall cost

less than Five Thousand (5000) Dollars.

That the foregoing covenants shall run with the land.

That the following covenants shall run with the land until May 1, 1956, from and after which date they shall cease and determine and be of no effect;

(a) That no improvements of any character shall be erected or installed on the land hereby conveyed, nor any change be made in the exterior design or said improvements after original construction has begun, unless and until the same, and also the location thereof on said lot, shall have been approved in writing by The Chevy Chase Land Company of Montgomery County, Maryland, or its successors.

(b) That only one dwelling house shall be erected, placed or suffered to remain upon the land hereby conveyed, unless the land shall be subdivided into smaller lots, but the land shall not be so subdivided unless and until the plat showing said subdivision shall have been submitted to The Chevy Chase Land Company of Montgomery County, Maryland, and the written consent of said Company for such subdivision has been first obtained. The Chevy Chase Land Company of Montgomery County, Maryland, or its successors shall be the sole judge of whether or not such subdivision shall be permitted and if the subdivision of said land is made, the covenants herein contained shall apply to each of the lots into which said land shall be subdivided.

In evidence of her intention to be bound by the foregoing covenants and agreements, the said party of the second part has hereunto set her hand and seal.

And the said party hereto of the first part hereby covenants to warrant specially the property hereby conveyed, and to execute such further assurances of said land as may be requisite.

In Testimony Whereof, on the day and year first hereinbefore written the said The Chevy Chase Land Company of Montgomery County, Maryland, has caused these presents to be signed with its corporate name by Edward L. Hillyer, its President, attested by George E. Fleming, its Secretary, and its corporate seal to be hereunto affixed, and does hereby constitute and appoint George E. Fleming its true and lawful Attorney-in-fact for it and in its name, place and stead to acknowledge these presents as its act and deed before any person or officer duly authorized to take such acknowledgment and to deliver the same as such.

Attest:

Geo. E. Fleming

Secretary

Signed, sealed and delivered

in the presence of-

Frank I. Greenwalt

The Chevy Chase Land Company Of Montgomery
County, Maryland.

By: Edward L. Hillyer

President

Esther Gilkey Thompson (Seal)

The Chevy Chase Land

Co. Of Montgomery

Co., Maryland

(Internal Revenue \$14.00)

District of Columbia, to-wit:

I, Frank I. Greenwalt, a Notary Public in and for the said District of Columbia, do hereby certify that George E. Fleming who is personally well known to me to be the person named as Attorney-in-fact in the foregoing and annexed deed, dated the

seventh day of May, 1936, to acknowledge the same, personally appeared before me in the said District of Columbia, and as Attorney-in-fact as aforesaid, and by virtue of the power and authority in him vested by the aforesaid Deed, acknowledged the same to be the act and deed of the said The Chevy Chase Land Company of Montgomery County, Maryland, and delivered the same as such.

Given under my hand and seal this seventh day of May, A. D., 1936.

Frank I. Greenwalt

Frank I. Greenwalt

Notary Public, D. C.

Notary Public

District of

Columbia

3/3
EXAMINED

mailed to:-

W. D. Horner

1310 Standard Oil Bldg.

Balto. Md.

7-14-36

At the request of Frances L. Horner, the following Deed was recorded May 11th, A. D., 1936, at 9:25 o'clock, A. M., to wit:-

This Deed, Made this twenty-eighth day of April, in the year one thousand nine hundred and thirty-six, by and between William V. Horner, of Baltimore, Md. of Baltimore City, in the State of Maryland, of the first part, and Frances L. Horner, of the City of Washington, in the District of Columbia, of the second part.

Witnesseth, that in consideration of the sum of Five Dollars, and other good and valuable considerations to him in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, the said party of the first part, does grant and convey unto the said party of the second part her heirs and assigns, in fee simple, all of his right, title and interest in that lot, piece or parcel of ground, situate, lying and being in Montgomery County, Maryland, aforesaid, and described as follows, that is to say:-

Beginning for the outline thereof at the end of twenty-nine and one-tenth (29.1) perches on the fourth line of the whole tract of land called "Burgundy" situate, lying and being in the County and State aforesaid, and running thence with said line North one and one-half degrees West, one hundred and ten and nine-tenths (110.9) perches to a stone, No. 4, the beginning of lot No. 1 (being part of the tract of land called "Burgundy") thence with the given line of said lot, reversed, South sixty-two (62) degrees East, one hundred and forty and one-fourth (140 $\frac{1}{4}$) perches to the end of the last line of the said Lot; still running with the said lot, South, forty-five (45) perches to the end of the last line of Lot No. 3, (being a part of the said tract of land called (Burgundy"), thence running East, one hundred and twenty-five and seven-tenths (125.7) perches, with a straight line to the place of beginning, containing fifty-nine (59) acres and two (2) roods, more or less, the same being the lot, piece or parcel of ground which was conveyed to Mary Horner by George R. Braddock and Tobitha A. Braddock, his wife, by deed dated the twenty-second day of March, in the year one thousand eight hundred and sixty-five, and recorded in liber E.B.P. No. 2, Folio 40, etc. one of the Land Records of Montgomery County, State of Maryland.