

Witnesseth, that for and in consideration of the sum of Five Dollars the said, The Baltimore Trust Company, Trustee, successor to the Century Trust Company of Baltimore, trustee as aforesaid, does grant, release and reconvey unto Albert C. Hunter and Elizabeth H. Hunter, 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 and distinguished as and being lot numbered fifty-six (56) in the resubdivision of Block sixty-seven A (67A) in a subdivision of land in said Montgomery County which is known as and called "Blair-Takoma, 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 No. 298; being all the land conveyed by the Deed of Trust aforesaid.

To Have and To Hold unto the said Albert C. Hunter and Elizabeth H. Hunter, his wife, their heirs or assigns, fully released and discharged from the Deed of Trust, the debt<sup>thereby</sup>/secured haveing been fully paid as has been evidenced to said trustee by the production to it of the one joint and several negotiable promissory note representing said indebtedness duly marked "Paid and Cancelled".

Witness the signature of The Baltimore Trust Company, Trustee,  
by John D. Hospelhorn, Receiver.

Test:

Angela M. O'Neill

The Baltimore Trust Company, Trustee

By John D. Hospelhorn,  
Receiver

State of Maryland, City of Baltimore, SS:

I Hereby Certify That on this 4<sup>th</sup> day of June in the year nineteen hundred and thirty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared John D. Hospelhorn, Receiver of The Baltimore Trust Company and acknowledged the foregoing Deed of Release to be the act and deed of the said John D. Hospelhorn, Receiver of The Baltimore Trust Company.

Given under my hand and Notarial seal this 4<sup>th</sup> day of June

A. D. 1937.

Angela M. O'Neill

Angela M. O'Neill

Notary Public.

Notary Public

Baltimore

Md.

Form of the within Deed of Release approved by counsel of  
the Receiver of The Baltimore Trust Company.

J. Purdom Wright

Of Counsel for the Receiver.

*WLB*  
**EXAMINED**

MAILED TO  
SUBURBAN TITLE AND  
INVESTMENT CORPORATION  
925-15th ST. N. W.  
WASHINGTON, D. C.  
8-19-37.

At the request of Lillian B. Anthony the following Deed  
was recorded June 17th, A. D., 1937, at 11:25 o'clock  
A. M., to wit:-

This Deed, made this 9th day of June, 1937, by and between  
Kennedy-Chamberlin Development Co., (a corporation duly organized and existing under  
and by virtue of the laws of the State of Delaware), acting herein pursuant to a  
Resolution of its Board of Directors, a certified copy of which Resolution is hereunto  
annexed, party of the first part, and Lillian B. Anthony, of the District of Columbia,



party of the second part:

Witnesseth, That the said party of the first part, in consideration of Ten Dollars and other valuable considerations to it paid by the said party of the second part, receipt whereof, before the delivery of this Deed, is hereby acknowledged, does grant and convey unto the said party of the second part, her heirs and assigns, in Fee Simple, subject to the covenants, easements and restrictions hereinafter contained, all that certain piece or parcel of land and premises situate in "Kenwood", Montgomery County, Maryland, distinguished as:

All of Lot numbered Five (5), in Block numbered Three (3), of Part of Section Four (4), as per plat recorded in Plat Book No. 11, plat 777, one of the Land Records of Montgomery County, Maryland. Subject to trust of record securing \$14,000.00.

Together with the improvements, easements and appurtenances to the same belonging or in anywise appertaining.

To Have and To Hold the same with the improvements, easements, restrictions and appurtenances thereunto belonging unto and to the only proper use, benefit and behoof forever of the said party of the second part, her heirs and assigns, in Fee Simple, subject, however, to the following covenants, restrictions, agreements and easements, which are to run with and bind the land and premises hereby conveyed and all other land in Kenwood with exceptions as noted in Restriction No. 1 below; the purpose of said restrictions being to insure that the land in Kenwood with the exceptions as stated shall be developed into a harmonious, attractive and beautiful residential section, to wit:

It is understood and mutually agreed that the land is purchased subject to the following covenants, conditions, restrictions and easements, which shall appear in all Deeds:

1. All property in Kenwood, with four exceptions as follows:

(a) Land used by the Kenwood Golf and Country Club, which includes land West of a stream. Said stream intersects the North property line of Kenwood, 2150 feet East of the extreme Western point and continues in a Southeasterly direction to its intersection with Dorset Avenue extended on its same bearing.

(b) All land in Block Three of Section Two, as per plat of record.

(c) All land South of Dorset Avenue as dedicated, and the future extension of Dorset Avenue on its same bearing.

(d) All land West of Brookside Drive, which will be dedicated for streets, parks, etc. shall be used for private residence purposes only; and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling houses designed for the occupancy of a single family, and garage for the use of said family to be built in the said dwelling house or attached thereto, and of the same materials and color scheme as the main building.

2. That no lot or parts of lots shall be re-subdivided into lot or lots having less than 100 feet frontage on at least one street as shown on the plats of Kenwood, Montgomery County, Maryland, and no building shall be erected upon any lot having less than said 100 feet frontage.

3. That no building shall be erected within thirty-five feet of any front property line (all street lines shall be considered front property lines in construing this restriction), excepting projections, which are allowed as follows: Uncovered porches not exceeding four feet in height, twelve feet; covered porches not exceeding twelve feet in height, eight feet; bay windows, five feet.

4. That no bill boards or advertising of a display nature, except small bill boards not exceeding five square feet in size to be used exclusively for sale of property, or for directing people to the property, shall be permitted on any of said property except at entrance on Bradley Road, Dorset Avenue and along River Road.



5. That no building shall be erected on said land to cost less than \$20,000. based upon cost of labor and building materials as of October 1st, 1929.

6. That no building, fence, wall or other structure of any description shall be commenced, erected, or maintained on said land, nor shall any exterior alterations or additions be made to any dwelling on said property until plans and specifications thereof, and grading plans showing the location of the proposed structure and the location of trees on said property, and an estimate of the cost of same, shall have been submitted and approved in writing by the Kennedy-Chamberlin Development Co., its successors or assigns as hereinafter set forth; a copy of said plans, specifications and grading plans, as finally approved, to be permanently lodged with the said Kennedy-Chamberlin Development Co., or its successors or assigns; such plans and specifications to be strictly abided by in the erection of said building after such approval as above stated.

7. That no chickens or other fowls, and no cows, horses, pigs, or other live stock shall be kept or maintained on said land.

8. That said land or any part thereof shall never be sold, leased or rented to, or placed in possession of, or occupied by any person or persons other than those of the Caucasian Race.

9. That all of the above restrictions shall run with and bind the land hereby conveyed, as well as the remaining land in Kenwood as stated in Restriction No. 1, for a period of Twenty-five years from January 1st, 1928; except covenants numbered Three (3) and Eight (8), which shall be perpetual. The above restrictions do not, however, apply to any land in Kenwood outside of that stated in Restriction No. 1, owned by the Kennedy-Chamberlin Development Co.

The said Kennedy-Chamberlin Development Co. as the present most interested party in maintaining the high class development which, by these covenants, is sought to be imposed upon the land above restricted, hereby reserves to itself and to its successors, as hereinafter set forth, the right to waive or alter such of the above restrictions as it may deem best for the benefit of the whole community in any particular instance; which waiver shall be evidenced by the mutual written consent of the said Kennedy-Chamberlin Development Co., and the then owner or owners of the land upon which said restrictions are to be waived or altered; such written consent to be duly acknowledged and recorded among the Land Records of Montgomery County, Maryland.

In all of the above restrictions where the language is used "its successors or assigns", the words shall be construed to mean any person, persons, firm, or organization or corporation duly authorized by the said Kennedy-Chamberlin Development Co., to assume its rights, powers, duties, and obligations as above, and who agrees to carry out and perform the same, such assignment or transfer to be made in writing, duly acknowledged, and recorded among the Land Records of Montgomery County, Maryland; Whereupon, the said Kennedy-Chamberlin Development Co. shall be deemed to be released from all duties and obligations which, by this instrument, are imposed.

In Testimony Whereof, the said party hereto of the first part has caused these presents to be signed with its corporate name by Edgar S. Kennedy, its President, attested by J. Howard Hixson, its Secretary, and its corporate seal to be hereunto affixed, and does hereby constitute and appoint the said Edgar S. Kennedy, its President, as attorney in fact, to acknowledge this to be its act and deed.

Attest:

J. Howard Hixson  
Secretary.

Kennedy-Chamberlin  
Development Co., Incor-  
porated 1927 Delaware

Kennedy-Chamberlin Development Co.

By Edgar S. Kennedy  
President.

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(Internal Revenue \$10.00)

(State Tax \$24.00)

United States of America, District of Columbia, ss:

I Hereby Certify that on this 9th day of June, 1937, before the subscriber, a Notary Public in and for the District aforesaid, personally appeared Edgar S. Kennedy, who is well known to me to be the person named as attorney in fact in the foregoing and annexed Deed dated June 9, 1937, and acknowledged the said Deed to be the act and deed of the corporation grantor herein.

Given under my hand and official seal this 9th day of June, A. D.

1937.

Mary G. Connell  
Notary Public  
District of  
Columbia

Mary G. Connell  
Notary Public, D. C.

Special Meeting Of The Board Of Directors

At a Special Meeting of the Board of Directors of the Kennedy-Chamberlin Development Co., held on the 9th day of June, 1937, it was

Resolved, That the contract with Lillian B. Anthony for the purchase of Lot 5, Block 3, Part of Section 4, in Kenwood, Maryland, be hereby approved, and the President and Secretary be and they are hereby authorized and directed to execute and deliver a deed of conveyance to said Lillian B. Anthony for said lot according to the terms and conditions in said contract.

Kennedy-Chamberlin  
Development Co.,  
Incorporated 1927  
Delaware

J. Howard Hixson  
Secretary.

I hereby certify that the above is a true copy from the Minute Book of the Kennedy-Chamberlin Development Co.

J. Howard Hixson  
Secretary.

EXAMINED

MAILED TO  
SUBURBAN TITLE AND  
INVESTMENT CORPORATION  
925-15th ST. N. W.  
WASHINGTON, D. C.  
8-19-37.

At the request of Harold G. Free and J. Howard Hixson, Trustees, the following Deed of Trust was recorded June 17th, A. D., 1937, at 11:26 o'clock A. M., to wit:-

This Deed, made this 10th day of June A. D. 1937, by and between

Lillian B. Anthony and George A. Anthony, her husband, of the District of Columbia, parties hereto of the first part, and Harold G. Free and J. Howard Hixson, of the District of Columbia, Trustees as hereinafter set forth, parties hereto of the second part;

Whereas, the said Lillian B. Anthony is justly indebted unto Kennedy-Chamberlin Development Co. in the full sum of Five Thousand Dollars (\$5,000), representing deferred purchase money, for which she has made, executed and delivered unto the said Kennedy-Chamberlin Development Co., payable to its order, her one promissory note bearing even date with these presents, numbered One of One and bearing interest from date and until paid, at the rate of six per cent. (6%) per annum; said note and interest being due and payable in instalments as follows: