

his wife, at private sale for the sum of Five Thousand Two Hundred and Fifty (\$5250.00) Dollars, which said sale was duly reported to said Court and was by an order thereof, passed on the 8th day of March, A. D. 1937, finally ratified and confirmed, and the said purchasers have fully paid the purchase money therefor.

Now, Therefore, in consideration of the premises and the sum of one (\$1.00) Dollar, we, the said F. Barnard Welsh and Robert Peter, Jr. Trustees, as aforesaid, do hereby grant and convey unto the said John Russell Knill and Evelyn R. Knill, his wife, all the right and title of all the parties to the aforesaid cause in and to all those said pieces or parcels of land lying and being in Montgomery County, in the State of Maryland, being the farm comprising two parcels and aggregating one hundred and fifty (150) acres of land and being twenty-two (22) acres described in a deed from Mary V. Pyles and others to Simon P. Knill, dated the 10th day of June, A. D. 1919 and recorded among the Land Records of said Montgomery County, in Liber No. 288, at folio No. 328, etc. and also the tract of land containing one hundred and twenty-eight (128) acres described in a deed from Reginald D. Poole and others to Simon P. Knill and Daily C. Knill, his wife, dated the 5th day of October, A. D. 1922, and which is recorded among the Land Records of said Montgomery County, in Liber No. ³²²522, at folio No. 80, etc., and to both of said deeds and the deeds therein referred to reference is hereby made for a more full and particular description of the land and premises hereby intended to be conveyed.

Together with the buildings and improvements thereon, and the rights and appurtenances thereunto belonging or in anywise appertaining.

Witness our hands and seals.

Witness:

Lee C. Allnutt

F. Barnard Welsh (Seal)

Robert Peter Jr. (Seal)

(Internal Revenue \$5.50)

State of Maryland, Montgomery County, to wit:

I Hereby Certify that on this 8th day of March, A. D. 1937, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared F. Barnard Welsh and Robert Peter, Jr. Trustees, and did each acknowledge the foregoing Deed to be their respective act.

Witness my hand and Notarial Seal.

Lee C. Allnutt

Lee C. Allnutt

Notary Public

Notary Public

Montg. Co. Md.

EXAMINED

MAILED TO

SUBURBAN TITLE AND
INVESTMENT CORPORATION
925-15th ST. N. W.
WASHINGTON, D. C.
5-12-37.

At the request of Elizabeth A. Sherman, the following Deed was recorded March 17th, A. D. 1937, at 3:03 o'clock, P. M., to wit:-

This Deed, Made this 16th day of February, 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 Elizabeth A. Sherman, 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 Two (2), in a subdivision known as Part of Section Five (5) as per plat recorded among the Land Records of Montgomery County, Maryland, in Plat Book No. 9 Plat 676.

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.

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

1. 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,
2. 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 said property
3. 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 locations 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 and assigns; such plans and specifications to be strictly abided by in the erection of said building after such approval as above stated.
4. That no chickens or other fowls, and no cows, horses, pigs, or other live stock shall be kept or maintained on said land.
5. That said land or any part thereof, shall never be sold, leased or rented to, or placed in the possession of, or occupied by any person or persons

other than those of the Caucasian Race.

6. That all of the above restrictions shall run with and bind the land hereby conveyed for a period of Twenty-five years from January 1st, 1928; except covenants numbered One (1) and Five (5) which shall be perpetual.

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, organization or corporation duly authorized by the said Kennedy-Chamberlin Development Co., to assume its rights, powers, duties and obligations as above stated, 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. Incorporated 1927

Delaware

(Internal Revenue \$3.00)

Kennedy-Chamberlin Development Co.

By: Edgar S. Kennedy

President

United States Of America, District of Columbia, SS:

I hereby certify that on this 16th day of February, 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 February, 16th, 1937, and acknowledged the said Deed to be the act and deed of the corporation grantor herein.

Given under my hand and seal this 16th day of February, 1937.

R. E. Read

Raymond E. Read

Notary Public

District of

Columbia

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 16th day of February, 1937, it was

Resolved, That the contract with Elizabeth A. Sherman for the purchase of Lot 5, Block 2, Section 5, in Kenwood, Md., 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 Elizabeth A. Sherman for said lot according to

the terms and conditions in said contract.

Kennedy-Chamberlin De-
velopment Co. Incor-
porated 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.
5-12-37

At the request of Ellen J. Smith, the following Deed was recorded
March 17th, A. D. 1937, at 3:09 o'clock, P. M., to wit:-

This Deed, Made this 15th day of March, in the year one
thousand nine hundred and thirty-seven by and between National Savings and Trust Company
(a District of Columbia Corporation), party of the first part, and Ellen J. Smith, party of
the second part.

Witnesseth, that for and in consideration of the sum of
(\$1,439.00) One Thousand Four Hundred and Thirty-nine Dollars, receipt whereof is hereby
acknowledged, the said party of the first part does grant unto the said party of the second
part, in fee simple, the following described land and premises, situate in the County of
Montgomery, State of Maryland, and known and distinguished as

Lot numbered Fifty-two (52) in Block numbered Sixteen (16) in
Shannon & Luchs Construction Company's resubdivision of part of Chevy Chase, Section 4; as
per plat recorded in Plat Book No. 4, Plat 403, one of the Land Records for said Montgomery
County.

Subject to building restrictions and covenants of record.

Together with all and singular the ways, easements, rights,
privileges and appurtenances to the same belonging or in anywise appertaining and all the
estate, right, title, interest, and claim, either at law or in equity, or otherwise however,
of the said party of the first part, of, in, to, or out of the said land and premises.

And the said party of the first part covenants that it will
warrant specially the property hereby conveyed, and that it will execute such further
assurances of said land as may be requisite or necessary.

In Testimony Whereof, the said National Savings And Trust
Company hath on the 15th day of March, A. D. 1937, caused these presents to be signed by
H. Prescott Gatley, its President, attested by E. Percival Wilson, its Secretary, and its
corporate seal to be hereunto affixed; and doth hereby appoint H. Prescott Gatley, its
true and lawful attorney in fact to acknowledge and deliver these presents as its act and
deed.

Attest:

National Savings And Trust Company