

By B
EXAMINED

mailed to:
J. W. Gill
Lower Bldg.
Wash. D.C.
3-17-41

At the request of Helge Olsen and Mary G. Olsen the following Deed was recorded January 7th A. D. 1941, at 2:06 o'clock P.M. towit:-

This Deed made this 6th day of January, in the year nineteen hundred and forty-one by and between Fred L. Lutes and Louise C. Lutes, his wife, parties of the first part, and Helge Olsen and Mary G. Olsen, his wife, parties of the second part,

Witnesseth, that in consideration of the sum of Ten Dollars (\$10.00) the parties of the first part, do grant and convey unto the parties of the second part, in fee simple, as tenants by the entireties, all that certain piece or parcel of land situate, lying and being in Montgomery County, State of Maryland, being

Lot numbered Five (5), in Block Lettered "B", in the subdivision known as "Fred L. Lutes' Subdivision Northof Glenmont", as per plat thereof, duly recorded among the Land Records of Montgomery County, at Plat 15, folio 969,

Subject to covenants and restrictions of record;

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

And the parties of the first part covenant that they will warrant specially the property hereby conveyed, and will execute such other and further assurances as may be necessary or requisite.

Witness their hands and seals the day and year first hereinbefore written.

Witness:

Maude J. Walters

as to both

(Internal Revenue \$1.10)

(State Tax \$0.80)

State of Maryland, Montgomery County, ss:

I hereby certify that on this 6th day of January 1941, before me the subscriber, a Notary Public of the State of Maryland, in and for the County of Montgomery personally appeared in said State and County, Fred L. Lutes and Louise C. Lutes, parties to the foregoing and annexed deed and they acknowledged said deed to be their act and deed.

Given under my hand and official seal.

Maude J. Walters

Notary Public, Md.

Maude J. Walters

Notary Public

Silver Spring

Md.

By B
EXAMINED

MAILED TO
SUBURBAN TITLE AND
INVESTMENT CORPORATION
925-15TH ST. N.W.
WASHINGTON D.C.
3-17-41

At the request of Edwin C. Graham and Annie L. Graham the following Declaration was recorded January 7th A.D. 1941, at 2:08 o'clock P.M. to wit:-

This Declaration, made this 3rd day of September, A.D., 1940, by Edwin C. Graham and Annie L. Graham, his wife, as the owners of lots in the recorded subdivision known as "Kilmarock", Montgomery County, Maryland, as shown on a plat of said subdivision recorded in Plat Book No. 9, plat 681, one of the Land Records for said Montgomery County;

Witnesseth, that Whereas, for the purpose of: (First) Protecting purchasers of said lots from depreciation of the value thereof, and to assure them of uniformity

in the development of said property and, (Second), facilitating the sale by said parties hereto, their heirs, administrators, successors, and assigns, of said land by reason of their ability to so assure purchasers of such uniformity and protection against depreciation and (Third) to make certain that said restrictions shall apply uniformly to all of the lots in said subdivision now owned by the said Edwin C. Graham and wife, or either of them, and all those who may in the future claim title through said parties and

Whereas, the covenants and restrictions hereinafter set forth, have been duly adopted after careful consideration by said parties hereto as those to be imposed by this instrument as aforesaid;

Now, Therefore Know all Men by These Presents, that the said Edwin C. Graham and Annie L. Graham, his wife, do hereby establish and impose upon the lots in said subdivision which they now own, the following protective restrictions and covenants to be observed and enforced by themselves as well as by all purchasers of land from them in said subdivision to wit:-

1. - That all of said lots, shall be known and described as residential lots and shall be used exclusively for private dwelling house purposes and no structure shall be erected, altered, placed on or permitted to remain on any of said residential building lots, other than a detached single family dwelling and the necessary outbuildings for use in connection therewith.

2. - No persons of any race, other than the Caucasian race shall own use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

In Testimony Whereof, the said Edwin C. Graham and Annie L. Graham, have hereunto affixed their hands and seals.

Witness:

R. M. Fisher

Edwin C. Graham

(Seal)

Annie L. Graham

(Seal)

District of Columbia, ss:

I, hereby certify that on this 4th day of January, A.D. 1941, before the subscriber, a Notary Public in and for said District personally appeared Edwin C. Graham and Annie L. Graham, his wife, and did each acknowledge the foregoing Declaration to be their act and deed.

In Testimony Whereof, I have affixed my official seal this 4th day of January, 1941.

Millard S. Yeatman

Millard S. Yeatman

Notary Public

Notary Public, D.C.

District of

My commission expires Sept. 15, 1941

Columbia

Left
EXAMINED

mailed to:

Lee H. Mark

5 Ardmore Circle

Woodlawn

Georgetown, D.C.

3-17-41

At the request of Aimee H. Brooke the following Deed was recorded January 7th A.D. 1941, at 2:08 o'clock P.M. to wit:-

This Deed made this 6th day of January, in the year of our Lord one thousand nine hundred and forty-one by and between Lee H. Mark and Elsie Mae Mark, his wife, parties of the first part, and Aimee H. Brooke, party of the second part:

Witnesseth, that in consideration of Ten (10) Dollars, lawful money of the United States to them in hand paid before the sealing and delivery of these presents, the said parties of the first part do grant and convey unto Aimee H. Brooke party of the second part, her heirs, and assigns, in fee simple all that piece or parcel of ground