hereto annexed, personally appeared before me, in said District, the said Bernard I. Nordlinger being personally well known to me as the person who executed the said Deed and acknowledged the same to be his act and deed.

Given under my hand and seal this 6th day of July A. D. 1938.

Henry E. Cooper

Notary Public, D. C.

Henry E. Cooper

Notary Public

District of

Columbia

MAILED TO SUBURBAN TITLE AND INVESTMENT CORPORATION 925-15th ST. N. W. WASHINGTON, D. C 9-16-38

At the request of William Boswell and Katherine Boswell, the following Deed was recorded July 13th, A. D., 1938, at 2:35 o'clock P. M., to wit:-

This Deed Made this 8th day of July in the year one thousand nine hundred and thirty-eight, by and between Henry L. Breuninger and Juliana C. Downey, as Joint Tenants, both of the District of Columbia parties of the first part, and William Boswell and Katherine Boswell parties of the second part;

Witnesseth, That in consideration of Ten (\$10.00) Dollars, the parties of the first part do hereby grant unto the parties of the second part, in fee simple, as Joint Tenants all that piece or parcel of land, together with the improvements, rights, privileges and appurtenances to the same belonging, situate in Montgomery County, Maryland, described as follows, to wit:

Lot numbered One (1), in Block lettered "F", in a subdivision known as "Massachusetts Avenue Heights", as per plat recorded in Plat Book No. 11, plat 784, one of the Land Records of Montgomery County, Maryland;

Subject to the covenants that there shall be no building erected within 20 feet of any street or roadway other than an alley; that no building shall be erected on the property other than a private dwelling house or apartment on a plat of not less than 5,000 square feet including the parking if on a corner, to cost not less that \$7500.00 unless the zoning commission of Maryland should zone any part of the said property for business, then these covenants do not apply, or build any private garage within 50 feet of any street or roadway unless attached to the residence or any other inclosed building within 50 feet of any street or roadway, or construct any solid board fence, more than 5 feet in height; it being further covenanted that the parties of the first part or either of them shall approve the location and plans of any house, garage or fences to be built on said lot, as well as the elevation of the house from the street and the set back of the house from the street, and also that said lot of ground shall not, nor shall any part thereof, nor any building nor part of any building to be erected thereon, ever at any time whatsoever be leased, sold, transferred or conveyed unto or in trust for or for the purpose of occupation or use of any negro or colored person. All covenants and restrictions herein contained shall run with the land and shall be enforced by anyone deriving title immediately from Charles Henry Butler or the holder of any part of said property. And it is further covenanted and agreed that such covenants may be enforced by suit either in law or equity, and that the adoption of either method shall not be exclusive of the other.

And the said parties of the first part covenant that they will warrant specially the property hereby conveyed; and that they will execute such further assurances of said land as may be requisite.

Witness their hands and seals the day and year hereinbefore

written.

5. Printed#5/09/2025. rviving

easean<mark>so</mark>ly: ikage",

In presence of:

Thomas K. Miller

Henry L. Breuninger (Seal) Juliana C. Downey (Seal)

(Internal Revenue \$1.50)

(State Tax \$1.10)

District of Columbia, to wit:

I. Thomas K. Miller a Notary Public, in and for the District aforesaid, Hereby Certify that on this 8th day of July 1938 Henry L. Breuninger and Juliana C. Downey who are personally well known to me as the grantors in, and the persons who executed the aforegoing and annexed deed, dated July 8th, A. D., 1938, personally appeared before me in the said District and acknowledged the said deed to be their act and deed.

Given under my hand and seal this 8th day of July 1938.

Thomas K. Miller

Thomas K. Miller Notary Public District of Columbia

Notary Public, D. C.

MAILED TO RBAN TITLE AND HENT CORPORATION -15th ST. N. W. HINGTON, D. C

to

At the request of George W. Gilligan and Paul S. Anderson, Trustees, the following Deed of Trust was recorded July 13th, A. D., 1938, at 2:35 o'clock P. M., to wit:-

This Deed of Trust Made this 12th day of July, in the year Nineteen Hundred and Thirty-eight by and between Carl C. Brown and Ida G. Brown, his wife, of Montgomery County, Maryland, parties hereto of the first part; and George W. Gilligan and Paul S. Anderson, of the District of Columbia, parties hereto of the second part;

Whereas the said Carl C. Brown and Ida G. Brown are justly indebted unto Randall H. Hagner and Company, Inc., in the full sum of Six Thousand and no/100 Dollars (\$6000.00) for money loaned, for which amount they have executed and delivered their one certain joint and several promissory note, bearing even date with these presents, payable to the order of the said Randall H. Hagner And Company, Inc., with interest from the date hereof, on said principal sum or so much thereof as remains unpaid, at the rate of five (5) per centum per annum; said principal and interest being due and payable as follows: -

in monthly instalments of Thirty-nine and 60/100 (39.60) Dollars each, commencing on August 12th, 1938, and continuing on the 12th day of each and every month thereafter up to and including June 12th, 1958, each instalment when so paid, to be applied first to the payment of interest accrued on the unpaid principal sum, and the residue thereof to be credited to said principal sum, and on the 12th day of July, 1958 the entire amount of principal and interest then remaining unpaid, shall be and become due and payable, each instalment of principal and interest to bear interest after maturity, whether in course or after acceleration of maturity at the rate of six per centum per annum; both principal and interest payable at the office of Randall H. Hagner and Company, Inc., No. 1321 Connecticut Avenue, Northwest, Washington, D. C., or at such other place as the holder of the note may from time to time designate in writing.

Privilege to pay \$100.00 or multiples thereof on any interest date up to one-fifth of the original amount of the loan in any year up to the end of the 5th year, and in full on any interest date thereafter. Said indebtedness is for money borrowed and used for the purchase of the hereinafter described property.

And Whereas, the parties hereto of the first part desire to secure the full and punctual payment of said debt and interest thereon, as well as any and all