

belonging, situate in the County of Montgomery, State of Maryland, namely:

Part of Lot numbered Thirty-two (32) in Block numbered Six (6) in Section Three (3) Chevy Chase, as recorded in Plat Book #3, Plat #239, of the subdivision records of the said Montgomery County, described as follows:

Beginning for the same at the northwest corner of said Lot 32 and running thence with the north line of said lot, 114.67 feet to the northeast corner of said lot; thence with the westerly line of Fulton St. South 3° 30' 30" east, 3.04 feet, thence still with the westerly line of Fulton Street, South 15° 03' 30" East 57.8 feet; thence west 129.67 feet to the east line of Florida Street; thence with said line, North 51.83 feet to the point of beginning, fully released and discharged from the effect and operation of said Deed of Trust, the indebtedness secured thereby having been paid and satisfied the note representing the same being presented duly cancelled.

Witness our hands and seals this 7th day of June, A. D. 1937.

Signed, sealed and delivered

in the presence of---

Norton M. Little

S. E. Stonebraker (SEAL)

Trustee.

C. Hayward Marshall (SEAL)

Trustee.

United States of America, District of Columbia, to wit:

I, Norton M. Little, a Notary Public in and for the District of Columbia, do hereby certify that S. E. Stonebraker and C. Hayward Marshall, parties to a certain Deed bearing date on the 7th day of June, A. D. 1937, and hereto annexed, personally appeared before me, in said District, the said S. E. Stonebraker and C. Hayward Marshall, being personally well known to me as the persons who executed the said Deed and acknowledged the same to be their act and deed.

Given under my hand and seal this 7th day of June, A. D. 1937.

Norton M. Little

Notary Public, D. C.

Norton M. Little

Notary Public

District of

Columbia

EXAMINED

mailed to:-

Jas. E. Roeder

Silver Spring, Md.

8-17-37

At the request of James E. Roeder the following Deed was recorded June 9th., A. D. 1937 at 10:15 o'clock A.M., to wit:-
This Deed, made this first day of June, in the year of our Lord one thousand nine hundred and thirty-seven, by and between Carl Henry Roeder, and his wife, Cecil M. Roeder, parties of the first part, and James E. Roeder, of party of the second part.

Witnesseth, that in consideration of Ten (\$10.00) 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 James E. Roeder, party of the second part, his heirs and assigns, in fee simple, all that piece or parcel of ground situate, lying and being in Montgomery County, State of Maryland, being part of the same land which Carl Henry Roeder (then single) obtained from Helen L. Thompson, by deed dated the Twenty-fifth day of February, 1920, recorded in the Land Records of Montgomery County, in Liber 292, at folio 33 and being described as follows, to wit:

Lot number One (1), in a subdivision known as "Roeder's Second Addition to Silver Spring," as per plat recorded in Plat Book No. 11, Plat 793, one of the Land Records for said Montgomery County.

Together with the building and improvements thereupon, erected,

made, or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in anywise appertaining.

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 James E. Roeder, his heirs and assigns in fee simple;

Subject to the following covenants and restrictions to wit:

(1) That for the purpose of sanitation and health, this property cannot be sold, transferred, or rented to a member of a race whose death rate is greater than that of the white race, or to a member of the Negro race.

(2) That no fence or hedge exceeding three feet in height shall be permitted upon said property within 25 feet of the front line thereof.

(3) No poultry or livestock shall be kept upon said property.

(4) No residence shall be erected on said property at a cost of less than \$5500.00.

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

Witness their hands and seals.

Test: Helen R. Cole

Carl H. Roeder (SEAL)

Kate Krouse

Cecil M. Roeder (SEAL)

(Internal Revenue \$.50)

(State Tax \$.50)

State of Maryland, County of Montgomery, ss:

I hereby certify that on this 5th day of June, 1937, before the subscriber, a Notary Public in and for said State of County, personally appeared Carl Henry Roeder, and his wife, Cecil M. Roeder and did each acknowledge the foregoing deed to be his and her act.

In Testimony whereof, I have affixed my official seal this 5th day of June, A. D. 1937.

Grace V. Barnes

Grace V. Barnes

Notary Public

Montgomery

Co., Md.

EXAMINED

mailed to:

Adelbert W. Lee

1343 H. St.

Wash. DC

8-17-37.

At the request of James M. Kincheloe and J. Pendleton Kincheloe the following Deed was recorded June 9th., A. D. 1937 at 10:15 o'clock A.M., to wit:-

This Deed, made this first day of December, in the year one thousand nine hundred and thirty-six, by and between Suburban Properties, Incorporated (a Maryland Corporation) party of the first part, and James M. Kincheloe and J. Pendleton Kincheloe, parties of the second part:

Witnesseth, that in consideration of ten dollars, the party of the first part does hereby grant unto the parties of the second part, in fee simple, all those lots, piece or parcel of land, together with the improvements, rights, privileges and appur-